FILE START

Printed by EAntalis 02/01/2000 10:31:19 AM

Case Report - 200001191352

Customer/Caller Summary:

Customer Name/Address: [redacted]
Houston, TX

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Normal Cond.Cust Disagrees; Auto Trans; Other
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Angry
Coding Type:	Complaint
Category:	Product
Problem Area:	Normal Cond.Cust Disagr
Component:	Auto Trans
Condition:	Other
VIN:	JT8BD68S2W[redacted]
Defu:	?/?/?
Current Miles:	0
Incident Miles:	0
Model Year:	1998
Model Name:	GS 300
Region:	Southern
District:	1
Dealer 1:	Westside Lexus, 64201
Selling Dealer:	Westside Lexus, 64201

Post-it® Fax Note 7671 | Date | # of pages ▶ 15
To KAREN RIGBERG | From Eileen Antalis
Co./Dept. TMS Legal | Co.
Phone # | Phone #
Fax # | Fax #

Still waiting on other info you requested

Case History:

Customer Seeks:	Replacement vehicle
CAC Stated:	Advsd cust I would research and call him tomorrow am. Left vmail for Pete Donnellan

*** PHONE LOG 01/19/2000 04:13:58 PM EAntalis
Cust clld for BBergsteinsson: States that he has unresolved concerns with his GS300 and is unhappy with Lexus Area Office handling of concerns. Cust states his vehicle has unintended acceleration and other safety defects he won't share at this point. Cust states that Paul Santulli guaranteed new trans & ECU would resolve concerns and it didn't. Cust said he knows PDonnellan and PSantulli. Cust states someone from Lexus told his atty to sue Lexus

*** PHONE LOG 01/20/2000 08:39:19 AM EAntalis Action Type: Incoming call
In phone msgs left for me , Peter Donnellan/Lexus Southern Area Ops Mgr advsd that he has repeatedly had area staff involved, inc FTS, to confirm cust's vehicle operating as designed. Updated ecu has been installed and the small amount of hesitation upon acceleration is normal. Peter advised the Paul Santulli has goodwilled chrome wheels, a leather jacket, and other items for the customer in an effort to retain his loyalty. Peter said that Aaron Sommers called cust's attorney, who is also cust's brother in law. Attorney would not speak to Aaron and advsd sec to tell Aaron that cust wanted another car in 3 days or attorney would sue. Aaron advsd that unfortunately Lexus would not be able to comply with demand for a new vehicle, as the cust's vehicle is operating as designed, and if atty felt a law suit was in order then Lexus would note their position but mfr position would be unchanged. Peter said that there is nothing more than can or should be done for the customer, his car is fine and if he feels it should go further he needs to be referred to bbb. I called cust and he said he spoke with Peter yesterday late in the day. Cust said that Aaron Sommers is too young and too pompous and should not be with Lexus. Cust said that there is something wrong with his car still and he intends to advs DOT and NHTSA of all the safety issues on the car. I advsd cust Lexus is very sorry that we have come to this impasse. Exec Ofc has reviewed matter with P Donnellan, who is our management appointed field ops mgr to provide a position. Mr. Donnellan has taken everything into consideration and has had the vehicle inspected, and our position is that the vehicle is operating as designed and will not be replaced by mfr. I apologized to cust that we are not able to come to agreement on his concerns, and I provided him with info on BBB. Cust was appreciative of this option and will pursue. Cust said he wantsd to send me copies of letters outlining satisfaction with Mike Valdez and Craig Bednarek at Westside, and Paul Santulli at Lexus HQ. I advsd cust I would provide mgt at Westside with his positive feedback and I would include his letters with my documentation. I recd fax.Sent fax to Westside GM as attaboy for 2 dealer staff. I sent cust the following letter, with cc via email to Peter Donnellan, and I left Peter Donnellan vmail.

January 20, 1999

□□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] Houston, TX [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.

*** PHONE LOG 02/01/2000 10:21:41 AM EAntalis Action Type: Incoming call
I reviewed the file with Karen Rigberg/TMS Legal Department. Her opinion is that the matter should be

responded to by TMS Legal, and she would be happy to handle this. I sent email to BBergsteinsson/TFujita, explaining our action to date, and Karen's offer to respond and handle this. Will await their response and then get back to Karen.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	01/19/2000 03:01:25 PM	EAntalis	Contact = [redacted] Priority = Customer, Status = Action CAC.
Phone Log	01/19/2000 04:13:58 PM	EAntalis	Start = 01/19/2000 03:01:25 PM, End = 01/19/2000 04:13:58 PM, Contact = [redacted]
Phone Log	01/20/2000 08:39:19 AM	EAntalis	Start = 01/20/2000 08:29:42 AM, End = 01/20/2000 08:39:19 AM, Contact = [redacted]
Modify	01/20/2000 08:39:22 AM	EAntalis	into WIP default and Status of Action CAC.
Case Close	01/20/2000 08:40:12 AM	EAntalis	Status = Closed, Resolution Code = Full, State = Open.
Reopen	01/20/2000 02:32:28 PM	EAntalis	with Condition of Open and Status of Action CAC.
Modify	01/20/2000 02:32:35 PM	EAntalis	into WIP default and Status of Action CAC.
Case Close	01/20/2000 02:33:16 PM	EAntalis	Status = Closed, Resolution Code = Full, State = Open.
Notes	01/21/2000 10:54:19 AM	FBlunt	Log notes.
Rule Action	01/21/2000 10:54:26 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Reopen	02/01/2000 10:17:13 AM	EAntalis	with Condition of Open and Status of Action CAC.
Phone Log	02/01/2000 10:19:33 AM	EAntalis	Start = 02/01/2000 10:17:19 AM, End = 02/01/2000 10:19:33 AM, Contact = [redacted]
Phone Log	02/01/2000 10:21:41 AM	EAntalis	Start = 02/01/2000 10:20:06 AM, End = 02/01/2000 10:21:41 AM, Contact = [redacted].

19001 South Western Avenue
Legal Department, Mail Drop A107
Torrance, California 90501
Direct Phone: (310) 468-6776
Direct Fax: (310) 468-7808

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

Fax

To: Cary Slobin, Esq.
Harline, Dacus, et al.

From: Michael Medalla

Fax: (214) 369-2118

Date: May 12, 2000

Phone: (214) 369-2100

Pages: 3

Re: [redacted] non-suit

CC: File

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments: **THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, LEGALLY PRIVILEGED OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the intended recipient or responsible for delivering the message to the intended recipient, any copying or distribution of this facsimile transmission is unauthorized and prohibited. If you have received this transmission in error, please notify us immediately by collect telephone, and return the original message to the above address via the U.S. Mail. Thank you.**

Dear Mr. Slobin:

Please find attached correspondence from Mr. [redacted] to the DOT in Washington, D.C. Original will not follow unless you request it. Regards.

Sincerely,

Michael Medalla

From the desk of

[redacted]

Houston, TX [redacted]

[redacted]

LEXUS

MAY 10 2000

CUSTOMER SATISFACTION ADMINISTRATION

Sent to M. Medellin 5/10/2000

RECEIVED

MAY 10 2000

LEGAL DEPT.

BY CERTIFIED MAIL

May 4, 2000

Department of Transportation
NHTSA
Mr. Alberto A. Jimenez
Chief Information Management Staff Office
of Defects Investigation
Safety Assurance
400 Seventh St., SW
Washington, D.C.20590

Dear Mr. Jimenez,

I really appreciated the time you spend with me on the telephone last week. I was very glad that Senator Kay Bailey Hutchison's office was able to put me into contact with such an important official with in the Department of Transportation. During our conversation, I was able to explain certain serious safety defects that not only affected my own personal Lexus, but those that are not uncommon to other Lexus of the same 1998 vintage. I also went into some detail has to how Lexus was withholding safety data from the Texas DOT and the National DOT. Again, thank you for expanding the investigation and placing it on your agenda as one of your immediate goals.

The hearing on my Lexus is scheduled in Houston, TX on Tuesday, March 23, 2000 at 8:30 AM with Administrative Law Judge Melvin E. Mills. One behalf of all of the attendees and Senator Hutchison, I would like to officially invited to attend this hearing. If you are unable to attend, feel free to send one of your direct report deputies, or we may conduct the hearing by conference call. During the time I have to speak, I will be able to expand on the facts to call into question the truthfulness of the Lexus defense and also for the NHTSA to more fully understand the workings of the Lexus/Toyota empire. Together with my attorney and an expert witness, I anticipate that the hearing will not last long. Also, all attending will get a chance to hear the full story of the January, 2000 meeting at Alpharetta, GA, which you were so interested about.

Again, thanks for your help and I deeply appreciated your personal concern. I look forward to meeting you on May 23, 2000, and also will certainly appreciate having

someone with such DOT/NHTSA expertise and credentials from the federal government in our presence.

Sincerely yours,

[redacted]

cc: Senator Kay Bailey Hutchison/
Ms. Mary Fae Kamm
Director of Constituent Services
United States Senate
Washington, DC 20510-4304

Mr. Robert Shrawder
Motor Vehicle Division
Consumer Affairs Section
Austin, TX 78768

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

Mr. Rodney E. Slater
Secretary of Transportation
400 7th St.
Washington, DC 20590

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

** TX CONFIRMATION REP: ** AS OF MAY 12 00 10:12 PAGE. 1

LEGAL 2

COMMAND #095

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	STATUS
001	5/12	10:11	912143692118	EC--S	00'47"	003	OK

19001 South Western Avenue
Legal Department, Mail Drop A107
Torrance, California 90501
Direct Phone: (310) 468-6776
Direct Fax: (310) 468-7808

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

Fax

To: Cary Slobin, Esq.
Harline, Dacus, et al.

From: Michael Medalla

Fax: (214) 369-2118

Date: May 12, 2000

Phone: (214) 369-2100

Pages: 3

Re: [redacted] non-suit

CC: File

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

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Dear Mr. Slobin:

Please find attached correspondence from Mr. [redacted] to the DOT in Washington, D.C. Original will not follow unless you request it. Regards.

Sincerely,

Michael Medalla

TOYOTA

Document Transmittal

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

DATE: April 26, 2000

TO:

Cary Slobin, Esq.
Hartline, Dacus, Dreyer & Kern
6688 North Central Expressway, Suite 1000
Dallas, Texas 75206

VIA UPS NEXT DAY

FROM: Michael Medalla
(310) 468-6776
(310) 468-7808 fax
michael_medalla@toyota.com

RE: [redacted] **(Lexus claim/non-suit)**

We herein transmit the following documents:

1. State of Texas DOT documents and other miscellaneous claim documents.

☐ ***YOUR IMMEDIATE ATTENTION IS REQUESTED***	☐ Per our telephone conversation
☒ For your review and file	☐ Please call to discuss
☐ For your handling	☐ Please execute and return
☐ For your approval	☐ Please forward as appropriate
☐ For your general information	☐

Michael Medalla

BY: Michael Medalla

From the desk of
[redacted]
Houston, TX [redacted]
[redacted]

BY FAX - 512-416-4850

RECEIVED
MAR 2 3 2000
LEGAL DEPT.

March 16, 2000,

Texas Dept. of Transportation
Attn: Mr. Robert Shrawder
Consumer Advisor
Lemon Law Section
Motor Vehicle Division
Consumer Affairs Section
P. O. Box 2293
Austin, TX 78768

Dear Mr. Shrawder:

LQ

Pursuant to our conversation of 3/15, 2000, concerning my 1998 Lexus GS300, Vin number JT8D68S2W[redacted] detailed below is a commentary of what happened this past Sunday, March 12, 2000, regarding the problem of the unintended acceleration and the attitude of the Lexus organization in Alpharetta, GA.

[redacted] and I were on our way to Second Baptist Church for our normal prayer service and sermon. The time was 9:10 AM and the temperature was approximately 48 to 52 degrees. Weather was perfect, humidity around 50 to 60 percent. I had stopped at the corner of Chimney Rock and Woodway to make a left turn on Woodway. The church is located on Woodway. By the grace of God there were no cars in front of me. I very gently accelerated and both Vickie and I were immediately forced back into the bucket seats. The Lexus had immediately accelerated from 0 to 8/10 miles MPH within a mili-second. [redacted] (actually my former wife, frequent driver when married and an and expert witness) thought I had taken care of this matter at least a year ago.

On Monday 3/13/2000, I contacted Sterling McCall Lexus and spoke to Ms. Bonnie Vargo, Customer Satisfaction Manager (713-995-2600). She was quite alarmed at the situation. Please note that the selling dealer was Westside Lexus, but I was hoping Sterling McCall might have had more experience in this type of matter. Within ten minutes she had spoken with Mr. Dennis Dunford, the Service Manager with Sterling McCall and they wanted the car in

immediately to chec' out. However my service file has been marked and Lexus service has been advised to hold up on any warranty work. When Dennis Dunford called Alan Sommers in Alpharetta, GA., Dennis was told that the car was "under investigation" and that he (Alan Sommers) *would not authorize* any service of my Lexus allow Sterling McCall to secure reimbursement for any services from Lexus for any work performed on my Lexus. A service technician contacted me by the name of Mario. He is on of their two technical technicians that are qualified to track down computer problems. He apologized a number of times, but could not do anything due the stand that Alan Sommers had ordered. This is important note, *Alan's manager is Peter Donnellan.* He can be reached at 770-619-8805. He calls all of the shots. His position is *Manager of Parts and Service of the Lexus Southern Region.* I appears that they have suspended all warranty service on my car and as you know, I have two years left on the warranty.

I know that Lexus has usurped its legal authority. I do not think that that they can over ride their the legal obligations of their warranty and our state has strict warranty laws on vendors of all products.

Robert, please look into this situation and advise when it will be appropriate for me to take my car in for service. This is a safety issue and if I or someone riding with me secures an injury, then the "universe" regarding this matter will change dramatically.

Thanks for your understanding and hope to hear from you soon. If you fax any data back to me, I have a manual fax and you must call me personally so that I can turn my fax machine on to the receive mode.

If you speak to *Dennis Dunford or Alan Sommers or Peter Donnellan,* ask then to tell you the story of why they refused to have Mike Stubbs, head senior technical technician, also of Sterling McCall Lexus, perform a full diagnostic test on of my electronic computer control systems.

Awaiting your reply as soon as possible, I remain. Please feel free to send out as many cc's as necessary.

Sincerely yours,

[redacted]

Robert I. Bowers

From: [redacted]
To: "JACK KENDALL" <jack_kendall@westsidelexus.com>
Cc: "BRYAN BREGSTEINSSON" <bryan_bergsteinsson@toyota.com>; "J DAVIS ILLINGSWORTH" <davis_illingworth@toyota.com>; "KAY BAILEY HUTCHISON" <senator@hutchison.senate.gov>; 'NHTSA DEPT OF TRANS" <webmaster @nhtsa.dot.gov>; "PETER DONELLAN" <peter_donnellan@toyota.com>
Sent: Monday, March 20, 2000 6:34 AM
Attach: kendall-nasty letter about parnell.doc
Subject: Defective 1998 GS300

Jack,

One item I left out of the attached e-mail to you was the fact that Robert Parnell insinuated that I was lying and that the car had no safety defects and that I was just looking for a new car!!! There is not way in the world I will ever drive a GS series again.

I am a member of St. Lukes Methodist, my wife a member of Second Baptist. Chapplewood Methodist is a sister church of St. Lukes Methodist. All have given me tacit approval to place handouts on the windshields of all Lexus products in their parking lots explaining the satanic and demonic nature of the way Lexus is not a Christ Driven organization.

Thanks,

[redacted]

3/20/00

From the desk of

[redacted]

Houston, TX [redacted]

[redacted]

BY E-MAIL

Westside Lexus
Attn: Mr. Jack Kendall
12000 Old Katy Road
Houston, TX. 77079

Texas Lemon Law, Docket Number 000390
Defective 1998 Lexus GS300

Dear Jack,

As kind and welcoming as your dealership has been to me over the past ten years, the "mean season" has set in with my filing of my Lexus due to the serious defects which Lexus cannot even fix. Since you are the head authority, you need to be informed as to what happened yesterday between Robert Parnell and [redacted]

The story began when I called Parnell to secure my 2000 GS300 loaner which had been agreed to in an earlier meeting with Alan Sommers and Robert Parnell. For you important information, I have performed paralegal work for 10 years and I cannot be intimidated by any lawyers or moved by legal intimidation or maneuvers.

Anyway, to proceed, Parnell returned my call on my cell phone. I was eating lunch with my wife at Bennnigans when my cell phone rang. He said that the oral contract could not be honored because "Lexus legal" has refused to conduct any business with me. You and I as Texans are aware that that is a

violation of the laws on binding oral contracts. The conversation went down from there. I was talking so loud over the phone, Bennigans actually got quiet. Everyone there wanted to hear about my defective Lexus. During one comment, Parnell made the remark that he would have me removed from the premises at Westside Lexus. If you want to arrest me and throw me off the premises and put me in jail that is wonderful. I have called all of the major TV networks in town and they are eager to be an integral part of this exercise. I know they would love to speak to them as would Parnell and anyone else that I have already given out Westside Lexus contacts to speak to at these local TV stations.

Jack, after you have had a chance to 'shake down' Parnell about this conversation, I would like a personal phone call from you. What happened yesterday, should not have ever occurred under the Lexus banner. Please call me on cell no. [redacted]

I also brought in a Westside Lexus golf shirt that was misstiched. Ross handled the matter, but he was rather nasty, cold and very unfriendly. This is nornal for Ross to respect me in this way. I want to know how Westside can have people on their staff who are NOT PEOPLE FRIENDLY, SCARED TO TALK TO CUSTOMERS AND PEOPLE WHOSE ATITUDES CAUSE A CUSTOMER TO AVIOD THEM. Your sales and regular service people are wonderful, I love them-even Tom Tufty. What is wrong with the people that head your service department? Do you thrive on weak men that you can control?

I've been in business 29 years and I've seen everything. If they worked for me they would have had their pink slips ASAP. There is something I demand of Parnell, that when I am in your dealership, I expect him to greet me and even shake my hand whenever I'm at the dealership performing business. Remember, I've known him since 1985. He was an "ASS" back then.

Regarding the Lemon Law filing, The main contact for Westside Lexus and "Lexus Legal" is:

TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION
CONSUMER AFFAIRS SECTION
P. O. BOX 2293
Austin, TX. 78768
512-416-4800
1-800-8682
Fax 512-416-4850

Docket Number: 000390
Attn: Mr. Robert Shrawder
Consumer Advisor
512-416-4868.

Mr. Shrawder can clarify the Lemon Law and all Texas laws regarding defective automobiles.

Awaiting your call,

[redacted]

WSL Cashier 03/21/2000 02:52 PM

To: [redacted]
cc:

Subject: Car Repairs

Mr. [redacted]

The service on your vehicle has been completed. It is now ready to be picked up.

Laura Rodriguez
Customer Service Rep.

Delivery Confirmation Report

Your document: Car Repairs

was delivered to: [redacted]
at: 02:53:43 PM Today

REACQUIRED VEHICLE DISCLOSURE STATEMENT

Texas Department of Transportation

Form 1969
Rev 1/2000

THIS VEHICLE, MAKE_____, MODEL_____, YEAR_____

VEHICLE IDENTIFICATION NUMBER |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|, MILEAGE_____

TO: PROSPECTIVE RETAIL PURCHASER(S)

THE MANUFACTURER/DISTRIBUTOR/CONVERTER REACQUIRED THE ABOVE VEHICLE PURSUANT TO:

- ☐ AN ORDER OF THE TEXAS MOTOR VEHICLE BOARD TO REPURCHASE OR REPLACE THE VEHICLE.
- ☐ THE SETTLEMENT OF A TEXAS LEMON LAW OR GENERAL WARRANTY COMPLAINT.
- ☐ A WARRANTY CLAIM OR LEMON LAW OF _____ (SPECIFY STATE).
- ☐ _____ (OTHER).

THE ORIGINAL OWNER OR LESSEE COMPLAINED OF THE FOLLOWING DEFECTS:_____

OF THE DEFECTS LISTED ABOVE, THE FOLLOWING HAVE BEEN REPAIRED:_____

SIGNATURE OF REPRESENTATIVE OF MANUFACTURER/DISTRIBUTOR/CONVERTER — DATE

PRINTED NAME OF REPRESENTATIVE, TITLE AND COMPANY

SIGNATURE OF AUCTION OFFICIAL — DATE

PRINTED NAME OF AUCTION AND OFFICIAL

THE UNDERSIGNED DEALER CERTIFIES THAT A COPY OF THIS DISCLOSURE STATEMENT WILL BE PROVIDED TO THE PURCHASER OF THIS VEHICLE. IN ADDITION, THE DEALER CERTIFIES THAT A DISCLOSURE DECAL WAS AFFIXED TO THE VEHICLE AT A LOCATION APPROVED BY THE MOTOR VEHICLE BOARD AND THAT IT WILL ACCOMPANY THE VEHICLE THROUGH THE FIRST RETAIL PURCHASE.

SIGNATURE OF DEALER REPRESENTATIVE, TITLE — DATE

PRINTED NAME OF DEALERSHIP/COMPANY/REPRESENTATIVE

PRINTED MAILING ADDRESS, CITY , STATE, ZIP — AREA CODE AND PHONE NUMBER

I ACKNOWLEDGE THAT I WAS INFORMED THAT THE MANUFACTURER, DISTRIBUTOR, OR CONVERTER REACQUIRED THIS VEHICLE AS INDICATED ABOVE AND THAT A COPY OF THIS DISCLOSURE STATEMENT WAS GIVEN TO ME AT THE TIME OF PURCHASE.

ACKNOWLEDGEMENT OF RETAIL BUYER — DATE OF DELIVERY

PRINTED RETAIL BUYER'S NAME — (_____) AREA CODE AND PHONE NUMBER

PRINTED MAILING ADDRESS, CITY STATE, ZIP

NOTE 1: THE MANUFACTURER IS REQUIRED TO (1) AFFIX A BOARD PROVIDED DISCLOSURE LABEL TO THE VEHICLE; (2) PROVIDE THE BOARD, ON TRANSFER OF THE VEHICLE, IN WRITING, THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE TRANSFEREE , REGARDLESS OF RESIDENCE, WITHIN 60 DAYS OF THE TRANSFER; AND (3) ISSUE A 12 MONTH/12,000 MILE BASIC WARRANTY ON THE VEHICLE, EXCEPT FOR NON-OEM ITEMS. NOTE 2: THE DISCLOSURE STATEMENT AND LABEL REQUIREMENT ALSO APPLY TO VEHICLES REACQUIRED IN ANOTHER STATE AND TRANSFERRED TO TEXAS FOR RESALE. NOTE 3: THE SELLING DEALER IS REQUIRED TO RETURN THE COMPLETED FORM WITHIN 60 DAYS OF THE RETAIL SALE OF THE VEHICLE TO TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, P. O. BOX 2293, AUSTIN, TEXAS 78768-2293.

FOR MORE INFORMATION, CALL THE MOTOR VEHICLE DIVISION AT 1-800-622-8682 OR (512) 416-4800.

WHITE-RETAIL BUYER GREEN-TXDOT-MVD YELLOW-SELLING DEALER PINK-OPTIONAL USE (AUCTION/WHOLESALE BUYER) GOLDENROD-MANUFACTURER

Sent to Jay [illegible] and A copy to Legal department

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

LEXUS
APR 04 2000
CUSTOMER SATISFACTION ADMINISTRATION

MEMORANDUM

TO:	Manufacturers, Distributors, Converters, Lessors and Other Interested Parties
FROM:	L. David Brunke, Director – Consumer Affairs Texas Department of Transportation, Motor Vehicle Division
SUBJECT	**Amendments to Lemon Law Rules**
DATE:	March 24, 2000

RECEIVED
APR 10 2000
LEGAL DEPT.

Pursuant to a rules review, the Motor Vehicle Board made several changes to the Lemon Law Rules (16 TAC Sections 107.1 – 107.11), to become effective March 26, 2000. The more significant changes are mentioned below.

1) INCIDENTAL EXPENSES (Section 107.9)

The changes make it clear that incidental expenses are not limited to the expenses listed in the section. The following categories of expenses are added:

- loss or damage to personal property;
- attorney fees (if the complainant retains counsel after notification that the respondent is represented by counsel); and,
- items or accessories added to the vehicle, less a reasonable allowance for use.

The changes to Section 107.9 are effective for complaints filed on or after March 26, 2000.

2) DISCLOSURE RULE (Section 107.10)

- The changes extend the disclosure requirement, in essence, to all vehicles reacquired by a manufacturer, converter, or distributor to settle a warranty claim, including vehicles transferred to Texas for resale;
- the selling dealer is required to return the completed disclosure statement to the Board within 60 days of the retail sale; and
- the required 12 month/12,000 mile basic warranty issued on the reacquired vehicle **can exclude** non-original equipment manufacturer items or accessories.

ANY MANUFACTURER WHO USES AN APPROVED DISCLOSURE STATEMENT MUST MAKE THE CHANGES AND RESUBMIT TO THE BOARD FOR APPROVAL OF CONTENT.

PLEASE DESTROY CURRENT DISCLOSURE STATEMENT FORMS.

The changes to Section 107.10 are effective for vehicles reacquired on or after March 26, 2000.

The Rules were published by the Secretary of State in the Texas Register on:
September 24, 1999, (page 8029 – 8036) and
March 17, 2000 (page 2337 – 2340)

To review the Rules as published, go to the Texas Register World Wide Web site:
www.sos.state.tx.us/texreg/curris.html
Select: HTML Formal
Scroll to: ADOPTED
Select: Texas Motor Vehicle Board.

ENCLOSURES:
1) Revised Disclosure Statement
2) Revised Rules, effective 3/26/2000

LDB/zpj

§107.1 Objective.
§107.2 Filings of Complaints.
§107.3 Review of Complaints.
§107.4 Notification of Manufacturer, Converter, or Distributor.
§107.5 Mediation; Settlement.
§107.6 Hearings.
§107.7 Contested Cases; Decisions and Final Orders.
§107.8 Decisions.
§107.9 Incidental Expenses.
§107.10 Compliance.
§107.11 Reports to Commission.
§107.12 Contested Cases under General Warranty Provisions: Decisions and Final Orders. REPEALED 3/26/2000.

§107.1. Objective. It is the objective of these sections to implement the intent of the legislature as declared in the Texas Motor Vehicle Commission Code (TMVCC) §3.06 and §6.07(e), by prescribing rules to provide a simplified and fair procedure for the enforcement and implementation of the Texas lemon law (TMVCC, §6.07) and consumer complaints covered by general warranty agreements (TMVCC, §3.08(i)) including the processing of complaints, the conduct of hearings, and the disposition of complaints filed by owners of motor vehicles seeking relief under these provisions of the Code.

Source: The provisions of this §107.1 adopted to be effective October 20, 1986, 11 TexReg 4152; amended effective November 15, 1995, 20 TexReg 9003; reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

§107.2. Filing of Complaints.

(a) Complaints for relief under the lemon law must be in writing and filed with the Board at its office in Austin. Complaints may be in letter form or any other written format or may be submitted on complaint forms provided by the Board.

(b) Complaints should state sufficient facts to enable the Board and the party complained against to know the nature of the complaint and the specific problems or circumstances which form the basis of the claim for relief under the lemon law.

(c) Complaints should provide the following information:

(1) name, address, and phone number of vehicle owner;

(2) identification of vehicle by make, model, and year, and manufacturer's vehicle identification number;

(3) type of warranty coverage;

(4) name and address of dealer, or other person, from whom vehicle was purchased or leased, including the name and address of the current lessor, if applicable;

(5) date of delivery of vehicle to original owner; and in the case of a demonstrator, the date the vehicle was placed into demonstrator service;

(6) vehicle mileage at time vehicle was purchased or leased, mileage when problems with vehicle were first reported, name of dealer or manufacturer's, converter's, or distributor's agent to whom problems were first reported, and current mileage;

(7) identification of existing problems and brief description of history of problems and repairs on vehicle, including date and mileage of each repair, with copies of repair orders where possible;

(8) date on which written notification of complaint was given to the vehicle manufacturer, converter, or distributor, and if the vehicle has been inspected by manufacturer, converter, or distributor, the date and results of such inspection;

(9) any other information which the complainant believes to be pertinent to the complaint.

(d) The Board's staff will provide information concerning the complaint procedure and complaint forms to any person requesting information or assistance.

(e) The Texas Motor Vehicle Commission Code (TMVCC) §6.07 complaint filing fee should be remitted with the complaint by check or money order. No filing fee is required for a TMVCC §3.08(i) complaint. The filing fee is nonrefundable, but a complainant who prevails in a case is entitled to reimbursement of the amount of the filing fee. Failure to remit the filing fee with the complaint will result in delaying the commencement of the 150-day requirement provided in §107.6(11) of this title (relating to Hearings) and may result in dismissal of the complaint.

Source: The provisions of this §107.2 adopted to be effective October 20, 1986, 11 TexReg 4152; amended to be effective December 24, 1987, 12 TexReg 4635; amended to be effective April 1, 1991, 16 TexReg 1631; amended to be effective October 16, 1991, 16 TexReg 5399; reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

§107.3. Review of Complaints. All complaints will be reviewed promptly by the Board's staff to determine whether they satisfy the requirements of the Texas Motor Vehicle Commission Code §§3.08(i) or 6.07.

(1) If it cannot be determined whether a complaint satisfies the requirements of §§3.08(i) or 6.07, the complainant will be contacted for additional information.

(2) If it is determined that the complaint does not meet the requirements of §§3.08(i) or 6.07, the complainant will be notified of this fact.

(3) If it is determined that the complaint does meet the requirements of §§3.08(i) or 6.07, the complaint will be processed in accordance with the procedures set forth in this chapter.

(4) For purposes of §6.07(h), the commencement of a proceeding means the filing of a complaint with the Board, and the date of filing is determined by the date of receipt by the Board.

Source: The provisions of this §107.3 adopted to be effective October 20, 1986, 11 TexReg 4152 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

§107.4. Notification to Manufacturer, Converter, or Distributor. Upon receipt of a complaint for relief under the Texas Motor Vehicle Commission Code §§3.08(i) or 6.07, notification thereof, with a copy of the complaint, will be given to the appropriate manufacturer, converter, or distributor, and a response to the complaint will be requested. A copy of the complaint and notification thereof will also be provided to the selling dealer and any other dealers that have been involved with the complaint and a response may be requested.

Source: The provisions of this §107.4 adopted to be effective October 20, 1986, 11 TexReg 4152 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

Cross References: This Section cited in 16 TAC §107.3, (relating to Review of Complaints).

§107.5. Mediation; Settlement. If, from a review of the complaint and the responses received from the manufacturer, converter, distributor, or dealer, it appears to the Board staff that a settlement or resolution of the complaint may be possible without the necessity for a hearing, the Board staff will attempt to effect a settlement or resolution of the complaint.

Source: The provisions of this §107.5 adopted to be effective October 20, 1986, 11 TexReg 4152 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

Cross References: This Section cited in 16 TAC §107.3, (relating to Review of Complaints).

§107.6. Hearings. Complaints which satisfy the jurisdictional requirements of the Texas Motor Vehicle Commission Code, §3.08(i) and §6.07, will be set for hearing and notification of the date, time, and place of the hearing will be given to all parties by certified mail.

(1) Where possible, and subject to the availability of Board personnel and funds, hearings will be held in the city where the complainant resides or at a location reasonably convenient to the complainant.

(2) Hearings will be scheduled at the earliest date possible, provided that ten days prior notice, or as otherwise provided by law, must be given to all parties.

(3) Hearings will be conducted by Board staff hearing officers or by independent hearing officers designated by the director of the Board.

(4) Hearings will be informal, it being the intent of this section to provide a procedure and forum which does not necessitate the services of attorneys and which does not involve strict legal formalities applicable to trials in county or district court.

(5) The parties have the right to be represented by attorneys at a hearing, although attorneys are not necessary. Any party who intends to be represented by an attorney at a hearing must notify the Board and the other party at least five business days prior to the hearing and failure to do so will constitute grounds for postponement of the hearing if requested by the other party.

(6) The parties have the right to present their cases in full, including testimony from witnesses; documentary evidence such as repair orders, warranty documents, vehicle sales contract, etc., subject to the hearing officer's rulings.

(7) Each party will be subject to being questioned by the other party, within limits to be governed by the hearing officer.

(8) The complainant will be required to bring the vehicle in question to the hearing for the purpose of having the vehicle inspected and test driven, unless otherwise ordered by the hearing officer upon a showing of good cause as to why the complainant should not be required to bring the vehicle to the hearing.

(9) The Board may have the vehicle in question inspected prior to the hearing by an expert, where the opinion of such expert will be of assistance to the hearing officer and the Board in arriving

at a decision. Any such inspection shall be made upon prior notice to all parties who shall have the right to be present at such inspection, and copies of any findings or report resulting from such inspection will be provided to all parties prior to, or at, the hearing.

(10) All hearings will be recorded on tape by the hearing officer. Copies of the tape recordings of a hearing will be provided to any party upon request and upon payment as provided by law.

(11) All hearings will be conducted expeditiously. However, if a Board hearing officer has not issued a decision within 150 days after the Texas Motor Vehicle Commission Code §6.07 complaint and filing-fee were received, Board staff shall notify the parties by certified mail that complainant has a right to file a civil action in state district court to pursue rights under §6.07. The 150-day period shall be extended upon request of the complainant or if a delay in the proceeding is caused by the complainant. The notice will inform the complainant of the right to elect to continue the lemon law complaint through the Board.

Source: The provisions of this §107.6 adopted to be effective October 20, 1986, 11 TexReg 4152; amended to be effective October 16, 1991, 16 TexReg 5399; amended to be effective November 15, 1995, 20 TexReg 9003 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

Cross References: This Section cited in 16 TAC §101.45, (relating to Recording and Transcriptions of Hearing: Cost); 16 TAC §107.2, (relating to Filing of Complaints); 16 TAC §107.3, (relating to Review of Complaints).

§107.7. Contested Cases: Decisions and Final Orders. To expedite the resolution of Texas Motor Vehicle Commission Code §§ 3.08(i) and 6.07 cases, the director is authorized to conduct hearings and issue final orders for the enforcement of these sections, including the delegation of this duty to hearing officers. Review of the hearing officers' decisions and final orders shall be according to the procedures set forth as follows.

(1) A hearing officer will prepare a written decision and final order as soon as possible but not later than 60 days after the hearing is closed, or as otherwise provided by law. The decision and order will include the hearing officer's findings of fact and conclusions of law.

(2) The decision and final order shall be sent to all parties of record by certified mail.

(3) The decision and order is final and binding on the parties, in the absence of a timely motion for rehearing, on the expiration of the period for filing a motion for rehearing.

(4) A party who disagrees with the decision and final order may file a motion for rehearing within 20 days from the date of the notification of the final order. A motion for rehearing must include all the specific reasons, exceptions, or grounds that are asserted by a party as the basis of the request for a rehearing. It shall recite, if applicable, the specific findings of fact, conclusions of law, or any other portions of the decision to which the party objects. Replies to a motion for rehearing must be filed with the agency within 30 days after the date of the notification of the final order. A party or attorney of record notified by mail is presumed to have been notified on the third day after the date on which the order was mailed.

(5) A motion for rehearing may be directed either to the director or to the Board, as a body, at the election of the party filing the motion. If the party filing the motion does not include a specific

request for a rehearing by the members of the Board, the motion shall be deemed to be a request for a rehearing by the director.

(6) The director or the Board, as appropriate, must act on the motion within 45 days after the date of notification of the final order, or as otherwise provided by law, or it is overruled by operation of law. The director or the Board, as appropriate, may, by written order, extend the period for filing, replying to, and taking action on a motion for rehearing, not to exceed 90 days after the date of notification of the final order. In the event of an extension of time, the motion for rehearing is overruled by operation of law on the date fixed by the written order of extension, or in the absence of a fixed date, 90 days after the date of notification of the final order.

(7) If the director or the Board grants a motion for rehearing, the parties will be notified by first class mail. A rehearing before the director will be scheduled as promptly as possible. A rehearing before the Board will be scheduled at the earliest possible meeting of the Board. After rehearing, the director or Board shall issue a final order and any additional findings of fact or conclusions of law necessary to support the decision or order. The director or the Board may also issue an order granting the relief requested in a motion for rehearing or replies thereto without the need for a rehearing. If a motion for rehearing and the relief requested is denied, an order so stating will be issued.

(8) A party who has exhausted all administrative remedies, and who is aggrieved by a final decision in a contested case from which appeal may be taken is entitled to judicial review pursuant to Section 7.01 of the Texas Motor Vehicle Commission Code, under the substantial evidence rule. The petition shall be filed in a district court of Travis County or in the Court of Appeals for the Third Court of Appeals District within 30 days after the decision or order of the agency is final and appealable. A copy of the petition must be served on the agency and any other parties of record. After service of the petition on the agency and within the time permitted for filing an answer, the agency shall transmit to the reviewing court the original or a certified copy of the entire record of the proceeding. If the court orders new evidence to be presented to the agency, the agency may modify its findings and decision or order by reason of the new evidence, and shall transmit the additional record to the court.

Source: The provisions of this §107.7 adopted to be effective November f27, 1991, 16 TexReg 6597 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

Cross References: This Section cited in 16 TAC §107.3, (relating to Review of Complaints).

§107.8. Decisions. Unless otherwise indicated, this section applies to decisions made pursuant to Texas Motor Vehicle Commission Code §6.07. Decisions shall give effect to the presumptions provided in the Texas Motor Vehicle Commission Code, §6.07(d), where applicable.

(1) If it is found that the manufacturer, distributor, or converter is not able to conform the vehicle to an applicable express warranty by repairing or correcting a defect in the complainant's vehicle which creates a serious safety hazard or substantially impairs the use or market value of the vehicle after a reasonable number of attempts, and that the affirmative defenses provided under the Texas Motor Vehicle Commission Code, §6.07(c), are not applicable, the Board shall order the manufacturer, distributor, or converter to replace the vehicle with a comparable vehicle, or accept the return of the vehicle from the owner and refund to the owner the full purchase price of the vehicle, less a reasonable allowance for the owner's use of the vehicle.

(2) In any decision in favor of the complainant, the Board will accommodate the complainant's request with respect to replacement or repurchase of the vehicle, to the extent possible.

(3) Where a refund of the purchase price of a vehicle is ordered, the purchase price shall be the amount of the total purchase price of the vehicle, but shall not include the amount of any interest or finance charge or insurance premiums. The award to the vehicle owner shall include reimbursement for the amount of the lemon law complaint filing fee paid by or on behalf of the vehicle owner. The refund shall be made payable to the vehicle owner and the lienholder, if any, as their interests require.

(4) Except in cases where clear and convincing evidence shows that the vehicle has a longer or shorter expected useful life than 100,000 miles, the reasonable allowance for the owner's use of the vehicle shall be that amount obtained by adding the following:

(A) the product obtained by multiplying the purchase price of the vehicle, as defined in paragraph (3) of this section, by a fraction having as its denominator 100,000 and having as its numerator the number of miles that the vehicle traveled from the time of delivery to the owner to the first report of the defect or condition forming the basis of the repurchase order; and

(B) 50% of the product obtained by multiplying the purchase price by a fraction having as its denominator 100,000 and having as its numerator the number of miles that the vehicle traveled after the first report of the defect or condition forming the basis of the repurchase order. The number of miles during the period covered in this paragraph shall be determined from the date of the first report of the defect or condition forming the basis of the repurchase order through the date of the TMVC hearing.

(5) Except in cases where clear and convincing evidence shows that the vehicle has a longer or shorter expected useful life than 120 months, the reasonable allowance for the owner's use of the towable recreational vehicle shall be the greater of 10% of the purchase price, as defined in paragraph (3) of this section, or that amount obtained by adding the following:

(A) The product obtained by multiplying the purchase price of the towable recreational vehicle, as defined in paragraph (3) of this section, by a fraction having as its denominator 120 months, except the denominator shall be 60 months, if the towable recreational vehicle is occupied on a full time basis, and having as its numerator the number of months from the time of delivery to the owner to the first report of the defect or condition forming the basis of the repurchase order; and

(B) 50% of the product obtained by multiplying the purchase price by a fraction having as its denominator 120 months, except the denominator shall be 60 months, if the towable recreational vehicle is occupied on a full time basis, and having as its numerator the number of months of ownership after the first report of the defect or condition forming the basis of the repurchase order. The number of months during the period covered in this paragraph shall be determined from the date of the first report of the defect or condition forming the basis of the repurchase order through the date of the Board hearing.

(6) Except in cases involving unusual and extenuating circumstances, supported by a preponderance of the evidence, where refund of the purchase price of a leased vehicle is ordered, the purchase price shall be allocated and paid to the lessee and the lessor, respectively as follows.

(A) The lessee shall receive the total of:

(i) all lease payments previously paid by him to the lessor under the terms of the lease; and

(ii) all sums previously paid by him to the lessor in connection with the entering into the lease agreement, including, but not limited to, any capitalized cost reduction, down payment, trade-in, or similar cost, plus sales tax, license and registration fees, and other documentary fees, if applicable.

(B) The lessor shall receive the total of:

(i) the actual price paid by the lessor for the vehicle, including tax, title, license, and documentary fees, if paid by lessor, and as evidenced in a bill of sale, bank draft demand, tax collector's receipt, or similar instrument; plus

(ii) an additional 5.0% of such purchase price plus any amount or fee, if any, paid by lessor to secure the lease or interest in the lease;

(iii) provided, however, that a credit, reflecting all of the payments made by the lessee, shall be deducted from the actual purchase price which the manufacturer, converter, or distributor is required to pay the lessor, as specified in causes (i) and (ii) of this subparagraph.

(C) When the Board orders a manufacturer, converter, or distributor to refund the purchase price in a lease vehicle transaction, the vehicle shall be returned to the manufacturer, converter or distributor with clear title upon payment of the sums indicated in subparagraphs (A) and (B) of this paragraph. The lessor shall transfer title of the vehicle to the manufacturer, converter, or distributor, as necessary in order to effectuate the lessee's rights under this rule. In addition, the lease shall be terminated without any penalty to the lessee.

(D) Refunds shall be made to the lessee, lessor, and any lienholders as their interest may appear. The refund to the lessee under subparagraph (A) of this paragraph shall be reduced by a reasonable allowance for the lessee's use of the vehicle. A reasonable allowance for use shall be computed according to the formula in paragraph (4) or (5) of this section, using the amount in subparagraph (B) (i) of this paragraph as the applicable purchase price.

(7) In any award in favor of a complainant, the director may require the dealer involved to reimburse the complainant, manufacturer, converter, or distributor, for the cost of any items of options added to the vehicle but only to the extent that one or more of such items or options contributed to the defect that served as the basis for the order or repurchase or replacement. In no event shall this paragraph be interpreted to mean that a manufacturer, converter, or distributor, will be required to repurchase a vehicle due to a defect or condition that was solely caused by a dealer add-on item or option.

(8) If it is found by the Board that a complainant's vehicle does not qualify for replacement or repurchase, then the Board shall enter an order dismissing the complaint insofar as relief under the Texas Motor Vehicle Commission Code §6.07(c) is concerned. However, the Board may enter an order in any proceeding, where appropriate, requiring repair work to be performed or other action taken to obtain compliance with the manufacturer's, converter's, or distributor's, warranty obligations.

(9) If the vehicle is substantially damaged or there is an adverse change in its condition, beyond ordinary wear and tear, from the date of the hearing to the date of repurchase, and the parties are unable to agree on an amount of an allowance for such damage or condition, either party shall have the right to request reconsideration by the Board of the repurchase price contained in the final order.

(10) The Board will issue a written order in each Texas Motor Vehicle Commission Code §§ 3.08(i) or 6.07 case in which a hearing is held and a copy of the order will be sent to all parties.

Source: The provisions of this §107.8 adopted to be effective October 20, 1986, 11 TexReg 4152; amended to be effective December 24, 1987, 12 TexReg 4635; amended to be effective October 11, 1988, 13 TexReg 4778; amended to be effective April 1, 1991, 16 TexReg 1631; amended to be effective October 16, 1991, 16 TexReg 5399, amended to be effective January 8, 1998, 23 TexReg 132; amended to be effective August 17, 1998, 23 TexReg 8425 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.
Cross References: This Section cited in 16 TAC §107.3, (relating to Review of Complaints).

§107.9. Incidental Expenses.

(a) When a refund of the purchase price of a vehicle is ordered, the complainant shall be reimbursed for certain incidental expenses incurred by the complainant from loss of use of the motor vehicle because of the defect or nonconformity which is the basis of the complaint. The expenses must be reasonable and verified through receipts or similar written documents. Reimbursable incidental expenses include but are not limited to the following costs:

(1) alternate transportation;

(2) towing;

(3) telephone calls or mail charges directly attributable to contacting the manufacturer, distributor, converter, or dealer regarding the vehicle;

(4) meals and lodging necessitated by the vehicle's failure during out - of - town trips;

(5) loss or damage to personal property;

(6) attorney fees if the complainant retains counsel after notification that the respondent is represented by counsel; and

(7) items or accessories added to the vehicle at or after purchase, less a reasonable allowance for use.

(b) Incidental expenses shall be included in the final repurchase price required to be paid by a manufacturer, converter, or distributor to a prevailing complainant or in the case of a vehicle replacement, shall be tendered to the complainant at the time of replacement.

(c) In regards to the cost of items or accessories presented under subsection (a)(7) of this section, the hearing officer shall consider the permanent nature, functionality and value added by the items or accessories and whether the items or accessories are original equipment manufacturer parts (OEM) or non-OEM parts.

Source: The provisions of this §107.9 adopted to be effective October 1, 1991, 11 TexReg 5399 reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.
Cross References: This Section cited in 16 TAC §107.3, (relating to Review of Complaints).

§107.10. Compliance with Order Granting Relief. Compliance with the Board's order will be monitored by the Board.

(1) A complainant is not bound by the Board's decision and order and may either accept or reject the decision.

(2) If a complainant does not accept the Board's final decision, the proceeding before the Board will be deemed concluded and the complaint file closed.

(3) If the complainant accepts the Board's decision, then the manufacturer, converter, or distributor and the dealer to the extent of the dealer's responsibility, if any, shall immediately take such action as is necessary to implement the Board's decision and order.

(4) If a manufacturer, converter, or distributor replaces or repurchases a vehicle pursuant to a Board order, reacquires a vehicle to settle a Texas Motor Vehicle Commission Code §§3.08(i) or 6.07 complaint, or brings a vehicle into the state of Texas which has been reacquired to resolve a warranty claim in another jurisdiction, the manufacturer, converter, or distributor shall, prior to resale of such vehicle, issue a disclosure statement on a form provided by or approved by the Board through its director. In addition, the manufacturer, converter, or distributor reacquiring the vehicle shall affix a disclosure label provided by or approved by the Board through its director on an approved location in or on the vehicle. Both the disclosure statement and the disclosure label shall accompany the vehicle through the first retail purchase. Neither the manufacturer, converter, or distributor nor any person holding a license or general distinguishing number issued by the Board under the Code or Chapter 503, Transportation Code, shall remove or cause the removal of the disclosure label until delivery of the vehicle to the first retail purchaser. A manufacturer, converter, or distributor shall provide the Board, in writing, the name, address and telephone number of any transferee, regardless of residence, to whom the manufacturer, distributor or converter, as the case may be, transfers the vehicle within 60 days of each transfer. The selling dealer shall return the completed disclosure statement to the Board within 60 days of the retail sale of a reacquired vehicle. Any manufacturer, converter, or distributor or holder of a general distinguishing number who violates this section is liable for a civil penalty or other sanctions prescribed by the Code. In addition, the manufacturer, converter, or distributor must repair the defect or condition in the vehicle that resulted in the vehicle being reacquired and issue, at a minimum, a basic warranty (12 months/12,000 mile, whichever comes first), except for non-original equipment manufacturer items or accessories, on a form provided by or approved by the Board through its director, which warranty shall be provided to the first retail purchaser of the vehicle.

(5) In the event of any conflict between this rule and the terms contained in a cease and desist order, the terms of the cease and desist order shall prevail.

(6) The failure of any manufacturer, converter, distributor or dealer to comply with a decision and order of the Board within the time period prescribed in the order may subject the manufacturer, converter, or distributor, or dealer to formal action by the Board and the assessment of civil penalties or other sanctions prescribed by the Texas Motor Vehicle Commission Code for the failure to comply with an order of the Board.

Source: The provisions of this §107.10 adopted to be effective October 16, 1991, 16 TexReg 5399, amended to be effective January 8, 1998, 23 TexReg 133; reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

§107.11. Reports to Board. The director shall inform the Board concerning the administration and enforcement of the lemon law. The director shall provide monthly reports to the Board which include data about the number of complaints received, number of complaints resolved before a hearing is set and after a hearing is set, pursuant to written orders, number of vehicles ordered repurchased, and any other information that may be requested by the Board.

Source: The provisions of this §107.11 adopted to be effective October 16, 1991, 16 TexReg 5399; reviewed pursuant to requirements of Section 167, Appropriations Act of 1997, HB 1, Article IX, effective 7/23/99, 24 TexReg 5759. Amended effective March 26, 2000, 25 TexReg 2337.

§107.12. Contested Cases under General Warranty Provisions: Decisions and Final Orders. REPEALED 3/26/2000.

Source: The provisions of this §107.12 adopted to be effective November 15, 1995; 20 TexReg 9003; **REPEALED effective March 26, 2000,** 25 TexReg 2340.

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

RECEIVED
APR 18 2000
LEGAL DEPT.

[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 Mr. [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

[redacted]

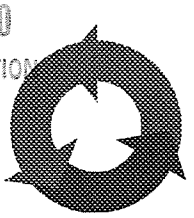
Melvin E. Mills
Administrative Law Judge

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

LEXUS
APR 17 2000
CUSTOMER SATISFACTION ADMINISTRATION

Sent to M. Medalla
4/17/2000

LEXUS
APR 13 2000
CUSTOMER SATISFACTION
ADMINISTRATION



From the desk of

[redacted]

Houston, TX [redacted]

[redacted]

BY FAX (JUDGE MILLS)
512-416-4850

April 10, 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:

I would appreciate your consideration in allowing for a change in the scheduled date for Lemon Law hearing scheduled for May 25, 2000. I am a student at the Southwestern Profession Institute, located at 3033 Chimney Rock Road, Suite 200, Houston, TX. 77056-6239, 713-781-5908 for the purpose of changing careers and becoming a paralegal. The problem with the date of May 25, 2000, is that the school schedules all testing on Thursdays.

I would appreciate your consideration if the hearing could be rescheduled for Friday, May 26, 2000. This would be of a great help to me as rescheduling a test is very difficult and disrupts the coordinated schedule that the school maintains. Since the use of

paralegals is an integral part of the legal system, I'm sure that you can appreciate my concern regarding rescheduling of the hearing as a result of a conflict with testing.

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

Sincerely yours,

[redacted]

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

Case Report - 200001191352

Customer/Caller Summary:

Customer Name/Address: [redacted]
Houston, TX [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Normal Cond.Cust Disagrees; Auto Trans; Other
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Angry
Coding Type:	Complaint
Category:	Product
Problem Area:	Normal Cond.Cust Disagrees
Component:	Auto Trans
Condition:	Other
VIN:	JT8BD68S2W[redacted]
Dofu:	?/?/?
Current Miles:	0
Incident Miles:	0
Model Year:	1998
Model Name:	GS 300
Region:	Southern
District:	1
Dealer 1:	Westside Lexus, 64201
Selling Dealer:	Westside Lexus, 64201

LQ

Case History:

Customer Seeks:	Replacement vehicle
CAC Stated:	Advsd cust I would research and call him tomorrow am. Left vmail for Pete Donnellan

*** PHONE LOG 01/19/2000 04:13:58 PM EAntalis
Cust clld for BBergsteinsson: States that he has unresolved concerns with his GS300 and is unhappy with Lexus Area Office handling of concerns. Cust states his vehicle has unintended acceleration and other safety defects he won't share at this point. Cust states that Paul Santulli guaranteed new trans & ECU would resolve concerns and it didn't. Cust said he knows PDonnellan and PSantulli. Cust states someone from Lexus told his atty to sue Lexus

*** PHONE LOG 01/20/2000 08:39:19 AM EAntalis Action Type: Incoming call
In phone msgs left for me , Peter Donnellan/Lexus Southern Area Ops Mgr advsd that he has repeatedly had area staff involved, inc FTS, to confirm cust's vehicle operating as designed. Updated ecu has been installed and the small amount of hesitation upon acceleration is normal. Peter advised the Paul Santulli has goodwilled chrome wheels, a leather jacket, and other items for the customer in an effort to retain his loyalty. Peter said that Aaron Sommers called cust's attorney, who is also cust's brother in law. Attorney would not speak to Aaron and advsd sec to tell Aaron that cust wanted another car in 3 days or attorney would sue. Aaron advsd that unfortunately Lexus would not be able to comply with demand for a new vehicle, as the cust's vehicle is operating as designed, and if atty felt a law suit was in order then Lexus would note their position but mfr position would be unchanged. Peter said that there is nothing more than can or should be done for the customer, his car is fine and if he feels it should go further he needs to be referred to bbb. I called cust and he said he spoke with Peter yesterday late in the day. Cust said that Aaron Sommers is too young and too pompous and should not be with Lexus. Cust said that there is something wrong with his car still and he intends to advs DOT and NHTSA of all the safety issues on the car. I advsd cust Lexus is very sorry that we have come to this impasse. Exec Ofc has reviewed matter with P Donnellan, who is our management appointed field ops mgr to provide a position. Mr. Donnellan has taken everything into consideration and has had the vehicle inspected, and our position is that the vehicle is operating as designed and will not be replaced by mfr. I apologized to cust that we are not able to come to agreement on his concerns, and I provided him with info on BBB. Cust was appreciative of this option and will pursue. Cust said he wanted to send me copies of letters outlining satisfaction with Mike Valdez and Craig Bednarek at Westside, and Paul Santulli at Lexus HQ. I advsd cust I would provide mgt at Westside with his positive feedback and I would include his letters with my documentation. I recd fax.Sent fax to Westside GM as attaboy for 2 dealer staff. I sent cust the following letter, with cc via email to Peter Donnellan, and I left Peter Donnellan vmail.

January 20, 1999

[redacted]
Houston, TX [redacted]

Re: 1998 GS 300
VIN JT8BD68S2W[redacted]

Dear Mr. [redacted]

Thank you for taking the time to speak with me on the telephone yesterday and today. I received your faxes, and have included them with my documentation. Please accept my apology, on behalf of our executive offices, if any interaction with representatives of Lexus was offensive to you.

As I discussed with you during our telephone conversation, I was able to review your concerns with Peter Donnellan, Lexus Southern Area Operations Manager. Although we regret that you have experienced some dissatisfaction with our product, it has been determined that your vehicle is operating within its design specifications. We value our customers and the loyalty they give our brand name and product, and we are sorry if this aspect of your ownership experience has been a source of disappointment to you.

Also, I would like to make you aware of the Better Business Bureau arbitration program, called BBB AUTOLINE. This out-of-court program is part of Lexus? efforts to provide, at no cost, an impartial and non-affiliated organization to promptly and equitably address your concerns. If you would like to contact BBB, the toll-free number is 1-800-955-5100.

Thank you for allowing me the opportunity to assist you. I will be passing along your positive comments about Mike Valdez and Craig Bednarek to management at Westside Lexus.

Sincerely,

Eileen Antalis
Executive Administrator

200001191352

cc: Peter Donnellan - Lexus Southern

*** CASE CLOSE 01/20/2000 08:40:12 AM EAntalis
Root Cause: Cust feels hesitation in vehicle is safety issue and abnormal. Lexus area has inspected and issued position that vehicle operating as designed. Cust wants new vehicle
Resolution: Cust referred to BBB

*** CASE CLOSE 01/20/2000 02:33:16 PM EAntalis
reclose to adjust coding

*** NOTES 01/21/2000 10:54:19, by FBLUNT
Letter mailed today.

*** PHONE LOG 02/01/2000 10:19:33 AM EAntalis Action Type: Incoming call
Cust sent extensive emails to BBergsteinsson, TFujita, myself, Peter Donnellan, Westside Lexus, DOT ,NHTSA, etc, with the following letter attached:
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] or [redacted] (mobile). My address is [redacted] Houston, TX [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.

*** PHONE LOG 02/01/2000 10:21:41 AM EAntalis Action Type: Incoming call
I reviewed the file with Karen Rigberg/TMS Legal Department. Her opinion is that the matter should be

responded to by TMS Legal, and she would be happy to handle this. I sent email to BBergsteinsson/TFujita, explaining our action to date, and Karen's offer to respond and handle this. Will await their response and then get back to Karen.

*** PHONE LOG 02/02/2000 07:51:06 AM EAntalis Action Type: Incoming call

To:•Eileen Antalis/Lexus/Toyota@Toyota
cc:•
Subject:•Re: [redacted]

Proceed as you planned. Thanks

The above email recd from BBergsteinsson so I forwarded it to Karen Rigberg/TMS Legal to let her know to go ahead and proceed with her plan to send cust a letter.

*** PHONE LOG 02/03/2000 12:33:08 PM EAntalis Action Type: Incoming call
Karen Rigberg advised she is fed exing letter to customer today

*** NOTES 02/07/2000 07:00:36, by EANTALIS
Letter received from office of US State Senator Kay Hutchison, addressed to BBergsteinsson, and asking his position on this matter. I forwarded the documentation to Karen Rigberg/TMS Legal, requesting confirmation if she will be responding to this inquiry since she's handling this. I emailed Peter Donnellan as fyi on status.

*** PHONE LOG 02/08/2000 02:10:24 PM EAntalis Action Type: Incoming call
Email from Karen Rigberg:

Eileen Antalis/Lexus/Toyota@Toyota
cc:•
Subject:•Re: [redacted]

I will handle the senator's office. KTR

*** CASE CLOSE 02/22/2000 06:44:58 AM EAntalis
Matter referred to TMS legal/Karen Rigberg for handling

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	01/19/00 03:01:25 PM	EAntalis	Contact = [redacted], Priority = Customer, Status = Action CAC.
Phone Log	01/19/00 04:13:58 PM	EAntalis	Start = 01/19/2000 03:01:25 PM, End = 01/19/2000 04:13:58 PM, Contact = [redacted].
Phone Log	01/20/00 08:39:19 AM	EAntalis	Start = 01/20/2000 08:29:42 AM, End = 01/20/2000 08:39:19 AM, Contact = [redacted]
Modify	01/20/00 08:39:22 AM	EAntalis	into WIP default and Status of Action CAC.
Case Close	01/20/00 08:40:12 AM	EAntalis	Status = Closed, Resolution Code = Full, State = Open.
Reopen	01/20/00 02:32:28 PM	EAntalis	with Condition of Open and Status of Action CAC.
Modify	01/20/00 02:32:35 PM	EAntalis	into WIP default and Status of Action CAC.
Case Close	01/20/00 02:33:16 PM	EAntalis	Status = Closed, Resolution Code = Full, State = Open.
Notes	01/21/00 10:54:19 AM	FBlunt	Log notes.
Rule Action	01/21/00 10:54:26 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Reopen	02/01/00 10:17:13 AM	EAntalis	with Condition of Open and Status of Action CAC.
Phone Log	02/01/00 10:19:33 AM	EAntalis	Start = 02/01/2000 10:17:19 AM, End = 02/01/2000 10:19:33 AM, Contact = [redacted]
Phone Log	02/01/00 10:21:41 AM	EAntalis	Start = 02/01/2000 10:20:06 AM, End = 02/01/2000 10:21:41 AM, Contact = [redacted]
Phone Log	02/02/00 07:51:06 AM	EAntalis	Start = 02/02/2000 07:50:31 AM, End = 02/02/2000 07:51:06 AM, Contact = [redacted]
Phone Log	02/03/00 12:33:08 PM	EAntalis	Start = 02/03/2000 12:32:56 PM, End = 02/03/2000 12:33:08 PM, Contact = [redacted]
Notes	02/07/00 07:00:36 AM	EAntalis	Log notes.
Phone Log	02/08/00 02:10:24 PM	EAntalis	Start = 02/08/2000 02:10:09 PM, End = 02/08/2000 02:10:24 PM, Contact = [redacted]
Case Close	02/22/00 06:44:58 AM	EAntalis	Status = Closed, Resolution Code = Full, State = Open.

Case Report - 200003090627

Customer/Caller Summary:

Customer Name/Address: [redacted]
Houston, TX [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Auto Trans; Other
Case Type:	General
Contact Method:	Written
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Auto Trans
Condition:	Other
VIN:	JT8BD68S2W[redacted]
Dofu:	?/?/?
Current Miles:	13549
Incident Miles:	0
Model Year:	1998
Model Name:	GS 300
Region:	N/A
District:	N/A
Dealer 1:	N/A
Selling Dealer:	Westside Lexus, 64201

Case History:

Customer Seeks:	Replacement
CAC Stated:	Forwarded documentation to Lexus Southern Area for handling.

*** PHONE LOG 03/09/2000 10:55:55 AM HPickle
Received correspondence from Texas Department of Transportation stating the customer has filed a complaint with that agency. The correspondence states the customer is claiming an unintended accleration and a hesitation. Lexus is requested to provide the Texas DOT with repair history, repair orders, etc.

*** NOTES 03/09/2000 10:57:47, by HPICKLE
I reviewed Eileen Antalis's previous case on [redacted] I notified Eileen and Karen Rigberg via email of this latest correspondence from the Texas DOT.

*** NOTES 03/21/2000 10:24:28, by EANTALIS
Email recd from cust to BBergsteinsson. Email is a cc to BBergsteinsson of orig letter to Westside Lexus DP Jack Kendall. Cust complaining that the dealer no longer wishes to service his vehicle, and that SM has caused him inconvenience. As fyi, I forwarded all documentation to Karen Rigberg/TMS Legal, who is handling this case now.

*** PHONE LOG 03/23/2000 01:20:24 PM EAntalis Action Type: Incoming call

Privilege

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	03/09/00 10:50:34 AM	HPickle	Contact = [redacted] Priority = Customer, Status = Action CAC.
Phone Log	03/09/00 10:55:55 AM	HPickle	Start = 03/09/2000 10:50:34 AM, End = 03/09/2000 10:55:55 AM, Contact = [redacted]
Notes	03/09/00 10:57:47 AM	HPickle	Log notes.
Notes	03/21/00 10:24:27 AM	EAntalis	Log notes.
Rule Action	03/21/00 10:24:30 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired

Phone Log	03/23/00 01:20:24 PM	EAntalis	Start = 03/23/2000 01:19:04 PM, End = 03/23/2000 01:20:24 PM, Contact = [redacted]
Rule Action	03/23/00 01:20:27 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired

Robert Parnell-
This act makes it a federal offense to refuse to perform services on a depictive item, such as a car, if the manufacturer continues to be unable to fix the problem. If you or Lexus refuse, then penalties become much harsher under this federal law and could possibly involve yourself personally.

[redacted] MANQUSSON-MOSS WARRANTY ACT

[redacted] Call me, I know this statute quite well.

(I will be in class all of next week, 8/20-25-00)

UNITED STATES STATUTES AT LARGE

CONTAINING THE

LAWS AND CONCURRENT RESOLUTIONS
ENACTED DURING THE SECOND SESSION OF THE
NINETY-THIRD CONGRESS
OF THE UNITED STATES OF AMERICA

1974

AND

PROCLAMATIONS

RECEIVED
MAR 2 3 2000
LEGAL DEPT.

VOLUME 88

IN TWO PARTS

LQ

PART 2

PUBLIC LAWS 93-447 THROUGH 93-649,
PRIVATE LAWS, CONCURRENT RESOLUTIONS
AND PROCLAMATIONS

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON: 1976

TOY-RQ-05D-00000041

Family housing limitations.

SEC. 110. None of the funds appropriated in this Act shall be used to (1) acquire land, (2) provide for site preparation, or (3) install utilities for any family housing, except housing for which funds have been made available in annual military construction appropriation Acts: *Provided*, That funds in this Act may be available for family housing in accordance with section 502 of the Military Construction Authorization Act, 1975, excluding the costs of design and supervision, inspection and overhead.

Ante, p. 1758.

SEC. 111. Notwithstanding any other provision of law, funds available to the Department of Defense during the current fiscal year for the construction of family housing units may be used to purchase sole interest in privately owned and Federal Housing Commissioner held family housing units if the Secretary of Defense determines it is in the best interests of the Government to do so: *Provided*, That family housing units so purchased do not exceed annual Military Construction Authorization Act limitations on unit cost and numbers and are at the locations authorized: *Provided further*, That housing units so purchased are within the size limitations of title 10, United States Code, section 2684.

Short title.

This Act may be cited as the "Military Construction Appropriation Act, 1975".

Approved January 3, 1975.

Public Law 93-637

AN ACT

January 4, 1975
[S. 356]

To provide minimum disclosure standards for written consumer product warranties; to define minimum Federal content standards for such warranties; to amend the Federal Trade Commission Act in order to improve its consumer protection activities; and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this act may be cited as the "Magnuson-Moss Warranty—Federal Trade Commission Improvement Act".

Magnuson-Moss Warranty—Federal Trade Commission Improvement Act.
15 USC 2301 note.

TITLE I—CONSUMER PRODUCT WARRANTIES

DEFINITIONS

15 USC 2301.

SEC. 101. For the purposes of this title:

(1) The term "consumer product" means any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed).

(2) The term "Commission" means the Federal Trade Commission.

TOY-RQ-05D-00000042

(3) The term "consumer" means a buyer (other than for purposes of resale) of any consumer product, any person to whom such product is transferred during the duration of an implied or written warranty (or service contract) applicable to the product, and any other person who is entitled by the terms of such warranty (or service contract) or under applicable State law to enforce against the warrantor (or service contractor) the obligations of the warranty (or service contract).

(4) The term "supplier" means any person engaged in the business of making a consumer product directly or indirectly available to consumers.

(5) The term "warrantor" means any supplier or other person who gives or offers to give a written warranty or who is or may be obligated under an implied warranty.

(6) The term "written warranty" means—

(A) any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect free or will meet a specified level of performance over a specified period of time, or

(B) any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking,

which written affirmation, promise, or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product.

(7) The term "implied warranty" means an implied warranty arising under State law (as modified by sections 108 and 104(a)) in connection with the sale by a supplier of a consumer product.

(8) The term "service contract" means a contract in writing to perform, over a fixed period of time or for a specified duration, services relating to the maintenance or repair (or both) of a consumer product.

(9) The term "reasonable and necessary maintenance" consists of those operations (A) which the consumer reasonably can be expected to perform or have performed and (B) which are necessary to keep any consumer product performing its intended function and operating at a reasonable level of performance.

(10) The term "remedy" means whichever of the following actions the warrantor elects:

(A) repair,

(B) replacement, or

(C) refund;

except that the warrantor may not elect refund unless (i) the warrantor is unable to provide replacement and repair is not commercially practicable or cannot be timely made, or (ii) the consumer is willing to accept such refund.

TOY-RQ-05D-00000043

(other than for pur-
any person to whom
ration of an implied
pplicable to the prod-
by the terms of such
applicable State law
contractor) the obli-
ct).
rson engaged in the
directly or indirectly

pplier or other person
nty or who is or may

t or written promise
consumer product by
to the nature of the
or promises that such
or will meet a specified
l period of time, or
connection with the
uct to refund, repair,
with respect to such
ict fails to meet the
ig,
rtaking becomes part
plier and a buyer for

an implied warranty
ions 108 and 104(a))
a consumer product.
a contract in writing
r a specified duration,
pair (or both) of a

naintenance" consists
er reasonably can be
(B) which are neces-
orming its intended
of performance.
ver of the following

efund unless (i) the
it and repair is not
ly made, or (ii) the

(11) The term "replacement" means furnishing a new consumer product which is identical or reasonably equivalent to the warranted consumer product.

(12) The term "refund" means refunding the actual purchase price (less reasonable depreciation based on actual use where permitted by rules of the Commission).

(13) The term "distributed in commerce" means sold in commerce, introduced or delivered for introduction into commerce, or held for sale or distribution after introduction into commerce.

(14) The term "commerce" means trade, traffic, commerce, or transportation—

(A) between a place in a State and any place outside thereof, or

(B) which affects trade, traffic, commerce, or transportation described in subparagraph (A).

(15) The term "State" means a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, the Canal Zone, or American Samoa. The term "State law" includes a law of the United States applicable only to the District of Columbia or only to a territory or possession of the United States; and the term "Federal law" excludes any State law.

WARRANTY PROVISIONS

15 USC

SEC. 102. (a) In order to improve the adequacy of information available to consumers, prevent deception, and improve competition in the marketing of consumer products, any warrantor warranting a consumer product to a consumer by means of a written warranty shall, to the extent required by rules of the Commission, fully and conspicuously disclose in simple and readily understood language the terms and conditions of such warranty. Such rules may require inclusion in the written warranty of any of the following items among others:

(1) The clear identification of the names and addresses of the warrantors.

(2) The identity of the party or parties to whom the warranty is extended.

(3) The products or parts covered.

(4) A statement of what the warrantor will do in the event of a defect, malfunction, or failure to conform with such written warranty—at whose expense—and for what period of time.

(5) A statement of what the consumer must do and expenses he must bear.

(6) Exceptions and exclusions from the terms of the warranty.

(7) The step-by-step procedure which the consumer should take in order to obtain performance of any obligation under the warranty, including the identification of any person or class of persons authorized to perform the obligations set forth in the warranty.

(8) Information respecting the availability of any informal dispute settlement procedure offered by the warrantor and a recital, where the warranty so provides, that the purchaser may be

TOY-RQ-05D-00000044

required to resort to such procedure before pursuing any legal remedies in the courts.

(9) A brief, general description of the legal remedies available to the consumer.

(10) The time at which the warrantor will perform any obligations under the warranty.

(11) The period of time within which, after notice of a defect, malfunction, or failure to conform with the warranty, the warrantor will perform any obligations under the warranty.

(12) The characteristics or properties of the products, or parts thereof, that are not covered by the warranty.

(13) The elements of the warranty in words or phrases which would not mislead a reasonable, average consumer as to the nature or scope of the warranty.

Availability prior to sale.

(b)(1)(A) The Commission shall prescribe rules requiring that the terms of any written warranty on a consumer product be made available to the consumer (or prospective consumer) prior to the sale of the product to him.

Information, presentation.

(B) The Commission may prescribe rules for determining the manner and form in which information with respect to any written warranty of a consumer product shall be clearly and conspicuously presented or displayed so as not to mislead the reasonable, average consumer, when such information is contained in advertising, labeling, point-of-sale material, or other representations in writing.

(2) Nothing in this title (other than paragraph (3) of this subsection) shall be deemed to authorize the Commission to prescribe the duration of written warranties given or to require that a consumer product or any of its components be warranted.

Time extension.

(3) The Commission may prescribe rules for extending the period of time a written warranty or service contract is in effect to correspond with any period of time in excess of a reasonable period (not less than 10 days) during which the consumer is deprived of the use of such consumer product by reason of failure of the product to conform with the written warranty or by reason of the failure of the warrantor (or service contractor) to carry out such warranty (or service contract) within the period specified in the warranty (or service contract).

Conditions.

(c) No warrantor of a consumer product may condition his written or implied warranty of such product on the consumer's using, in connection with such product, any article or service (other than article or service provided without charge under the terms of the warranty) which is identified by brand, trade, or corporate name; except that the prohibition of this subsection may be waived by the Commission if—

(1) the warrantor satisfies the Commission that the warranted product will function properly only if the article or service so identified is used in connection with the warranted product, and

(2) the Commission finds that such a waiver is in the public interest.

Publication in Federal Register.

The Commission shall identify in the Federal Register, and permit public comment on, all applications for waiver of the prohibition of this subsection, and shall publish in the Federal Register its disposition of any such application, including the reasons therefor.

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(d) The Commission may by rule devise detailed substantive warranty provisions which warrantors may incorporate by reference in their warranties.

(e) The provisions of this section apply only to warranties which pertain to consumer products actually costing the consumer more than $5.

DESIGNATION OF WARRANTIES

SEC. 103. (a) Any warrantor warranting a consumer product by means of a written warranty shall clearly and conspicuously designate such warranty in the following manner, unless exempted from doing so by the Commission pursuant to subsection (c) of this section: 15 USC 2303.

(1) If the written warranty meets the Federal minimum standards for warranty set forth in section 104 of this Act, then it shall be conspicuously designated a "full (statement of duration) warranty". "Full warranty."

(2) If the written warranty does not meet the Federal minimum standards for warranty set forth in section 104 of this Act, then it shall be conspicuously designated a "limited warranty". "Limited warranty."

(b) Sections 102, 103, and 104 shall not apply to statements or representations which are similar to expressions of general policy concerning customer satisfaction and which are not subject to any specific limitations.

(c) In addition to exercising the authority pertaining to disclosure granted in section 102 of this Act, the Commission may by rule determine when a written warranty does not have to be designated either "full (statement of duration)" or "limited" in accordance with this section.

(d) The provisions of subsections (a) and (c) of this section apply only to warranties which pertain to consumer products actually costing the consumer more than $10 and which are not designated "full (statement of duration) warranties".

FEDERAL MINIMUM STANDARDS FOR WARRANTY

SEC. 104. (a) In order for a warrantor warranting a consumer product by means of a written warranty to meet the Federal minimum standards for warranty— 15 USC 2304.

(1) such warrantor must as a minimum remedy such consumer product within a reasonable time and without charge, in the case of a defect, malfunction, or failure to conform with such written warranty;

(2) notwithstanding section 108(b), such warrantor may not impose any limitation on the duration of any implied warranty on the product;

(3) such warrantor may not exclude or limit consequential damages for breach of any written or implied warranty on such product, unless such exclusion or limitation conspicuously appears on the face of the warranty; and

(4) if the product (or a component part thereof) contains a defect or malfunction after a reasonable number of attempts by the warrantor to remedy defects or malfunctions in such product, such warrantor must permit the consumer to elect either a refund for, or replacement without charge of, such product or part (as the case may be). The Commission may by rule specify for purposes of this paragraph, what constitutes a reasonable number of attempts to remedy particular kinds of defects or malfunctions under different circumstances. If the warrantor replaces a component part of a consumer product, such replacement shall include installing the part in the product without charge.

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(b)(1) In fulfilling the duties under subsection (a) respecting a written warranty, the warrantor shall not impose any duty other than notification upon any consumer as a condition of securing remedy of any consumer product which malfunctions, is defective, or does not conform to the written warranty, unless the warrantor has demonstrated in a rulemaking proceeding, or can demonstrate in an administrative or judicial enforcement proceeding (including private enforcement), or in an informal dispute settlement proceeding, that such a duty is reasonable.

(2) Notwithstanding paragraph (1), a warrantor may require, as a condition to replacement of, or refund for, any consumer product under subsection (a), that such consumer product shall be made available to the warrantor free and clear of liens and other encumbrances, except as otherwise provided by rule or order of the Commission in cases in which such a requirement would not be practicable.

(3) The Commission may, by rule define in detail the duties set forth in section 104(a) of this Act and the applicability of such duties to warrantors of different categories of consumer products with "full (statement of duration)" warranties.

(4) The duties under subsection (a) extend from the warrantor to each person who is a consumer with respect to the consumer product.

(c) The performance of the duties under subsection (a) of this section shall not be required of the warrantor if he can show that the defect, malfunction, or failure of any warranted consumer product to conform with a written warranty, was caused by damage (not resulting from defect or malfunction) while in the possession of the consumer, or unreasonable use (including failure to provide reasonable and necessary maintenance).

"Without charge."

(d) For purposes of this section and of section 102(c), the term "without charge" means that the warrantor may not assess the consumer for any costs the warrantor or his representatives incur in connection with the required remedy of a warranted consumer product. An obligation under subsection (a)(1)(A) to remedy without charge does not necessarily require the warrantor to compensate the consumer for incidental expenses; however, if any incidental expenses are incurred because the remedy is not made within a reasonable time or because the warrantor imposed an unreasonable duty upon the consumer as a condition of securing remedy, then the consumer shall be entitled to recover reasonable incidental expenses which are so incurred in any action against the warrantor.

(e) If a supplier designates a warranty applicable to a consumer product as a "full (statement of duration)" warranty, then the warranty on such product shall, for purposes of any action under section 110(d) or under any State law, be deemed to incorporate at least the minimum requirements of this section and rules prescribed under this section.

FULL AND LIMITED WARRANTING OF A CONSUMER PRODUCT

15 USC 2305.

SEC. 105. Nothing in this title shall prohibit the selling of a consumer product which has both full and limited warranties if such warranties are clearly and conspicuously differentiated.

SERVICE CONTRACTS

15 USC 2306.

SEC. 106. (a) The Commission may prescribe by rule the manner and form in which the terms and conditions of service contracts shall be fully, clearly, and conspicuously disclosed.

(b) Nothing in this title shall be construed to prevent a supplier or warrantor from entering into a service contract with the consumer

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in addition to or in lieu of a written warranty if such contract fully, clearly, and conspicuously discloses its terms and conditions in simple and readily understood language.

DESIGNATION OF REPRESENTATIVES

SEC. 107. Nothing in this title shall be construed to prevent any warrantor from designating representatives to perform duties under the written or implied warranty: *Provided*, That such warrantor shall make reasonable arrangements for compensation of such designated representatives, but no such designation shall relieve the warrantor of his direct responsibilities to the consumer or make the representative a cowarrantor. 15 USC 2307.

LIMITATION ON DISCLAIMER OF IMPLIED WARRANTIES

SEC. 108. (a) No supplier may disclaim or modify (except as provided in subsection (b)) any implied warranty to a consumer with respect to such consumer product if (1) such supplier makes any written warranty to the consumer with respect to such consumer product, or (2) at the time of sale, or within 90 days thereafter, such supplier enters into a service contract with the consumer which applies to such consumer product. 15 USC 2308.

(b) For purposes of this title (other than section 104(a)(2)), implied warranties may be limited in duration to the duration of a written warranty of reasonable duration, if such limitation is conscionable and is set forth in clear and unmistakable language and prominently displayed on the face of the warranty.

(c) A disclaimer, modification, or limitation made in violation of this section shall be ineffective for purposes of this title and State law.

COMMISSION RULES

SEC. 109. (a) Any rule prescribed under this title shall be prescribed in accordance with section 553 of title 5, United States Code; except that the Commission shall give interested persons an opportunity for oral presentations of data, views, and arguments, in addition to written submissions. A transcript shall be kept of any oral presentation. Any such rule shall be subject to judicial review under section 18(e) of the Federal Trade Commission Act (as amended by section 202 of this Act) in the same manner as rules prescribed under section 18(a)(1)(B) of such Act, except that section 18(e)(3)(B) of such Act shall not apply. 15 USC 2309. *Ante*, p. 2193.

(b) The Commission shall initiate within one year after the date of enactment of this Act a rulemaking proceeding dealing with warranties and warranty practices in connection with the sale of used motor vehicles; and, to the extent necessary to supplement the protections offered the consumer by this title, shall prescribe rules dealing with such warranties and practices. In prescribing rules under this subsection, the Commission may exercise any authority it may have under this title, or other law, and in addition it may require disclosure that a used motor vehicle is sold without any warranty and specify the form and content of such disclosure. Used motor vehicles.

REMEDIES

SEC. 110. (a)(1) Congress hereby declares it to be its policy to encourage warrantors to establish procedures whereby consumer disputes are fairly and expeditiously settled through informal dispute settlement mechanisms. Informal dispute settlements. 15 USC 2310.

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Rules.

(2) The Commission shall prescribe rules setting forth minimum requirements for any informal dispute settlement procedure which is incorporated into the terms of a written warranty to which any provision of this title applies. Such rules shall provide for participation in such procedure by independent or governmental entities.

(3) One or more warrantors may establish an informal dispute settlement procedure which meets the requirements of the Commission's rules under paragraph (2). If—

(A) a warrantor establishes such a procedure,

(B) such procedure, and its implementation, meets the requirements of such rules, and

(C) he incorporates in a written warranty a requirement that the consumer resort to such procedure before pursuing any legal remedy under this section respecting such warranty,

then (i) the consumer may not commence a civil action (other than a class action) under subsection (d) of this section unless he initially resorts to such procedure; and (ii) a class of consumers may not proceed in a class action under subsection (d) except to the extent the court determines necessary to establish the representative capacity of the named plaintiffs, unless the named plaintiffs (upon notifying the defendant that they are named plaintiffs in a class action with respect to a warranty obligation) initially resort to such procedure. In the case of such a class action which is brought in a district court of the United States, the representative capacity of the named plaintiffs shall be established in the application of rule 23 of the Federal Rules of Civil Procedure. In any civil action arising out of a warranty obligation and relating to a matter considered in such a procedure, any decision in such procedure shall be admissible in evidence.

28 USC app.

Review of dispute settlement procedures.

(4) The Commission on its own initiative may, or upon written complaint filed by any interested person shall, review the bona fide operation of any dispute settlement procedure resort to which is stated in a written warranty to be a prerequisite to pursuing a legal remedy under this section. If the Commission finds that such procedure or its implementation fails to comply with the requirements of the rules under paragraph (2), the Commission may take appropriate remedial action under any authority it may have under this title or any other provision of law.

(5) Until rules under paragraph (2) take effect, this subsection shall not affect the validity of any informal dispute settlement procedure respecting consumer warranties, but in any action under subsection (d), the court may invalidate any such procedure if it finds that such procedure is unfair.

(b) It shall be a violation of section 5(a)(1) of the Federal Trade Commission Act (15 U.S.C. 45(a)(1)) for any person to fail to comply with any requirement imposed on such person by this title (or a rule thereunder) or to violate any prohibition contained in this title (or a rule thereunder).

Judicial enforcement.

(c)(1) The district courts of the United States shall have jurisdiction of any action brought by the Attorney General (in his capacity as such), or by the Commission by any of its attorneys designated by it for such purpose, to restrain (A) any warrantor from making a deceptive warranty with respect to a consumer product, or (B) any person from failing to comply with any requirement imposed on such person by or pursuant to this title or from violating any prohibition contained in this title. Upon proper showing that, weighing the equities and considering the Commission's or Attorney General's likelihood of ultimate success, such action would be in the public interest and after notice to the defendant, a temporary restraining order or preliminary injunction may be granted without bond. In the case of an

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action brought by the Commission, if a complaint under section 5 of the Federal Trade Commission Act is not filed within such period (not exceeding 10 days) as may be specified by the court after the issuance of the temporary restraining order or preliminary injunction, the order or injunction shall be dissolved by the court and be of no further force and effect. Any suit shall be brought in the district in which such person resides or transacts business. Whenever it appears to the court that the ends of justice require that other persons should be parties in the action, the court may cause them to be summoned whether or not they reside in the district in which the court is held, and to that end process may be served in any district. 15 USC 45.

(2) For the purposes of this subsection, the term "deceptive warranty" means (A) a written warranty which (i) contains an affirmation, promise, description, or representation which is either false or fraudulent, or which, in light of all of the circumstances, would mislead a reasonable individual exercising due care; or (ii) fails to contain information which is necessary in light of all of the circumstances, to make the warranty not misleading to a reasonable individual exercising due care; or (B) a written warranty created by the use of such terms as "guaranty" or "warranty", if the terms and conditions of such warranty so limit its scope and application as to deceive a reasonable individual. "Deceptive warranty."

(d)(1) Subject to subsections (a)(3) and (e), a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this title, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief— Civil suit.

(A) in any court of competent jurisdiction in any State or the District of Columbia; or

(B) in an appropriate district court of the United States, subject to paragraph (3) of this subsection.

(2) If a consumer finally prevails in any 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 aggregate amount of cost and expenses (including attorneys' fees based on 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 attorneys' fees would be inappropriate.

(3) No claim shall be cognizable in a suit brought under paragraph (1)(B) of this subsection—

(A) if the amount in controversy of any individual claim is less than the sum or value of $25;

(B) if the amount in controversy is less than the sum or value of $50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit; or

(C) if the action is brought as a class action, and the number of named plaintiffs is less than one hundred.

(e) No action (other than a class action or an action respecting a warranty to which subsection (a)(3) applies) may be brought under subsection (d) for failure to comply with any obligation under any written or implied warranty or service contract, and a class of consumers may not proceed in a class action under such subsection with respect to such a failure except to the extent the court determines necessary to establish the representative capacity of the named plaintiffs, unless the person obligated under the warranty or service contract is afforded a reasonable opportunity to cure such failure to comply. In the case of such a class action (other than a class action respecting a warranty to which subsection (a)(3) applies) brought

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under subsection (d) for breach of any written or implied warranty or service contract, such reasonable opportunity will be afforded by the named plaintiffs and they shall at that time notify the defendant that they are acting on behalf of the class. In the case of such a class action which is brought in a district court of the United States, the representative capacity of the named plaintiffs shall be established in the application of rule 23 of the Federal Rules of Civil Procedure.

28 USC app.

(f) For purposes of this section, only the warrantor actually making a written affirmation of fact, promise, or undertaking shall be deemed to have created a written warranty, and any rights arising thereunder may be enforced under this section only against such warrantor and no other person.

EFFECT ON OTHER LAWS

15 USC 2311.

SEC. 111. (a)(1) Nothing contained in this title shall be construed to repeal, invalidate, or supersede the Federal Trade Commission Act (15 U.S.C. 41 et seq.) or any statute defined therein as an Antitrust Act.

(2) Nothing in this title shall be construed to repeal, invalidate, or supersede the Federal Seed Act (7 U.S.C. 1551–1611) and nothing in this title shall apply to seed for planting.

(b)(1) Nothing in this title shall invalidate or restrict any right or remedy of any consumer under State law or any other Federal law.

(2) Nothing in this title (other than sections 108 and 104(a) (2) and (4)) shall (A) affect the liability of, or impose liability on, any person for personal injury, or (B) supersede any provision of State law regarding consequential damages for injury to the person or other injury.

(c)(1) Except as provided in subsection (b) and in paragraph (2) of this subsection, a State requirement—

(A) which relates to labeling or disclosure with respect to written warranties or performance thereunder;

(B) which is within the scope of an applicable requirement of sections 102, 103, and 104 (and rules implementing such sections), and

(C) which is not identical to a requirement of section 102, 103, or 104 (or a rule thereunder),

shall not be applicable to written warranties complying with such sections (or rules thereunder).

(2) If, upon application of an appropriate State agency, the Commission determines (pursuant to rules issued in accordance with section 109) that any requirement of such State covering any transaction to which this title applies (A) affords protection to consumers greater than the requirements of this title and (B) does not unduly burden interstate commerce, then such State requirement shall be applicable (notwithstanding the provisions of paragraph (1) of this subsection) to the extent specified in such determination for so long as the State administers and enforces effectively any such greater requirement.

(d) This title (other than section 102(c)) shall be inapplicable to any written warranty the making or content of which is otherwise governed by Federal law. If only a portion of a written warranty is so governed by Federal law, the remaining portion shall be subject to this title.

EFFECTIVE DATE

15 USC 2312.

SEC. 112. (a) Except as provided in subsection (b) of this section, this title shall take effect 6 months after the date of its enactment but shall not apply to consumer products manufactured prior to such date.

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(b) Section 102(a) shall take effect 6 months after the final publication of rules respecting such section; except that the Commission, for good cause shown, may postpone the applicability of such sections until one year after such final publication in order to permit any designated classes of suppliers to bring their written warranties into compliance with rules promulgated pursuant to this title.

(c) The Commission shall promulgate rules for initial implementation of this title as soon as possible after the date of enactment of this Act but in no event later than one year after such date. Rules.

TITLE II—FEDERAL TRADE COMMISSION IMPROVEMENTS

JURISDICTION OF COMMISSION

SEC. 201. (a) Section 5 of the Federal Trade Commission Act (15 U.S.C. 45) is amended by striking out "in commerce" wherever it appears and inserting in lieu thereof "in or affecting commerce".

(b) Subsections (a) and (b) of section 6 of the Federal Trade Commission Act (15 U.S.C. 46(a), (b)) are each amended by striking out "in commerce" and inserting in lieu thereof "in or whose business affects commerce".

(c) Section 12 of the Federal Trade Commission Act (15 U.S.C. 52) is amended by striking out "in commerce" wherever it appears and inserting in lieu thereof in subsection (a) "in or having an effect upon commerce," and in lieu thereof in subsection (b) "in or affecting commerce".

RULEMAKING

SEC. 202. (a) The Federal Trade Commission Act (15 U.S.C. 41 et seq.) is amended by redesignating section 18 as section 21, and inserting after section 17 the following new section: 15 USC 58.

"SEC. 18. (a)(1) The Commission may prescribe— 15 USC 57a.

"(A) interpretive rules and general statements of policy with respect to unfair or deceptive acts or practices in or affecting commerce (within the meaning of section 5(a)(1) of this Act), and

"(B) rules which define with specificity acts or practices which are unfair or deceptive acts or practices in or affecting commerce (within the meaning of such section 5(a)(1)). Rules under this subparagraph may include requirements prescribed for the purpose of preventing such acts or practices.

"(2) The Commission shall have no authority under this Act, other than its authority under this section, to prescribe any rule with respect to unfair or deceptive acts or practices in or affecting commerce (within the meaning of section 5(a)(1)). The preceding sentence shall not affect any authority of the Commission to prescribe rules (including interpretive rules), and general statements of policy, with respect to unfair methods of competition in or affecting commerce.

"(b) When prescribing a rule under subsection (a)(1)(B) of this section, the Commission shall proceed in accordance with section 553 of title 5, United States Code (without regard to any reference in such section to sections 556 and 557 of such title), and shall also (1) publish a notice of proposed rulemaking stating with particularity the reason for the proposed rule; (2) allow interested persons to submit written data, views, and arguments, and make all such submissions publicly available; (3) provide an opportunity for an informal hearing in accordance with subsection (c); and (4) promul-

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gate, if appropriate, a final rule based on the matter in the rulemaking record (as defined in subsection (e)(1)(B)), together with a statement of basis and purpose.

Hearing procedure.

"(c) The Commission shall conduct any informal hearings required by subsection (b)(3) of this section in accordance with the following procedure:

"(1) Subject to paragraph (2) of this subsection, an interested person is entitled—

"(A) to present his position orally or by documentary submissions (or both), and

"(B) if the Commission determines that there are disputed issues of material fact it is necessary to resolve, to present such rebuttal submissions and to conduct (or have conducted under paragraph (2)(B)) such cross-examination of persons as the Commission determines (i) to be appropriate, and (ii) to be required for a full and true disclosure with respect to such issues.

Rules.

"(2) The Commission may prescribe such rules and make such rulings concerning proceedings in such hearings as may tend to avoid unnecessary costs or delay. Such rules or rulings may include (A) imposition of reasonable time limits on each interested person's oral presentations, and (B) requirements that any cross-examination to which a person may be entitled under paragraph (1) be conducted by the Commission on behalf of that person in such manner as the Commission determines (i) to be appropriate, and (ii) to be required for a full and true disclosure with respect to disputed issues of material fact.

"(3)(A) Except as provided in subparagraph (B), if a group of persons each of whom under paragraphs (1) and (2) would be entitled to conduct (or have conducted) cross-examination and who are determined by the Commission to have the same or similar interests in the proceeding cannot agree upon a single representative of such interests for purposes of cross-examination, the Commission may make rules and rulings (i) limiting the representation of such interest, for such purposes, and (ii) governing the manner in which such cross-examination shall be limited.

"(B) When any person who is a member of a group with respect to which the Commission has made a determination under subparagraph (A) is unable to agree upon group representation with the other members of the group, then such person shall not be denied under the authority of subparagraph (A) the opportunity to conduct (or have conducted) cross-examination as to issues affecting his particular interests if (i) he satisfies the Commission that he has made a reasonable and good faith effort to reach agreement upon group representation with the other members of the group and (ii) the Commission determines that there are substantial and relevant issues which are not adequately presented by the group representative.

"(4) A verbatim transcript shall be taken of any oral presentation, and cross-examination, in an informal hearing to which this subsection applies. Such transcript shall be available to the public.

Statement of basis and purpose, requirements.

"(d)(1) The Commission's statement of basis and purpose to accompany a rule promulgated under subsection (a)(1)(B) shall include (A) a statement as to the prevalence of the acts or practices treated by the rule; (B) a statement as to the manner and context in which such acts or practices are unfair or deceptive; and (C) a statement as to the economic effect of the rule, taking into account the effect on small business and consumers.

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"(2) (A) The term 'Commission' as used in this subsection and subsections (b) and (c) includes any person authorized to act in behalf of the Commission in any part of the rulemaking proceeding. "Commission."

"(B) A substantive amendment to, or repeal of, a rule promulgated under subsection (a)(1)(B) shall be prescribed, and subject to judicial review, in the same manner as a rule prescribed under such subsection. An exemption under subsection (g) shall not be treated as an amendment or repeal of a rule.

"(3) When any rule under subsection (a)(1)(B) takes effect a subsequent violation thereof shall constitute an unfair or deceptive act or practice in violation of section 5(a)(1) of this Act, unless the Commission otherwise expressly provides in such rule.

"(e)(1)(A) Not later than 60 days after a rule is promulgated under subsection (a)(1)(B) by the Commission, any interested person (including a consumer or consumer organization) may file a petition, in the United States Court of Appeals for the District of Columbia circuit or for the circuit in which such person resides or has his principal place of business, for judicial review of such rule. Copies of the petition shall be forthwith transmitted by the clerk of the court to the Commission or other officer designated by it for that purpose. The provisions of section 2112 of title 28, United States Code, shall apply to the filing of the rulemaking record of proceedings on which the Commission based its rule and to the transfer of proceedings in the courts of appeals. Judicial review.

"(B) For purposes of this section, the term 'rulemaking record' means the rule, its statement of basis and purpose, the transcript required by subsection (c)(4), any written submissions, and any other information which the Commission considers relevant to such rule. "Rulemaking record."

"(2) If the petitioner or the Commission applies to the court for leave to make additional oral submissions or written presentations and shows to the satisfaction of the court that such submissions and presentations would be material and that there were reasonable grounds for the submissions and failure to make such submissions and presentations in the proceeding before the Commission, the court may order the Commission to provide additional opportunity to make such submissions and presentations. The Commission may modify or set aside its rule or make a new rule by reason of the additional submissions and presentations and shall file such modified or new rule, and the rule's statement of basis of purpose, with the return of such submissions and presentations. The court shall thereafter review such new or modified rule.

"(3) Upon the filing of the petition under paragraph (1) of this subsection, the court shall have jurisdiction to review the rule in accordance with chapter 7 of title 5, United States Code, and to grant appropriate relief, including interim relief, as provided in such chapter. The court shall hold unlawful and set aside the rule on any ground specified in subparagraphs (A), (B), (C), or (D) of section 706(2) of title 5, United States Code (taking due account of the rule of prejudicial error), or if— 5 USC 701.

"(A) the court finds that the Commission's action is not supported by substantial evidence in the rulemaking record (as defined in paragraph (1)(B) of this subsection) taken as a whole, or

"(B) the court finds that—

"(i) a Commission determination under subsection (c) that the petitioner is not entitled to conduct cross-examination or make rebuttal submissions, or

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"(ii) a Commission rule or ruling under subsection (c) limiting the petitioner's cross-examination or rebuttal submissions,

has precluded disclosure of disputed material facts which was necessary for fair determination by the Commission of the rulemaking proceeding taken as a whole.

"Evidence." The term 'evidence', as used in this paragraph, means any matter in the rulemaking record.

"(4) The judgment of the court affirming or setting aside, in whole or in part, any such rule shall be final, subject to review by the Supreme Court of the United States upon certiorari or certification, as provided in section 1254 of title 28, United States Code.

"(5)(A) Remedies under the preceding paragraphs of this subsection are in addition to and not in lieu of any other remedies provided by law.

"(B) The United States Courts of Appeal shall have exclusive jurisdiction of any action to obtain judicial review (other than in an enforcement proceeding) of a rule prescribed under subsection (a)(1)(B), if any district court of the United States would have had jurisdiction of such action but for this subparagraph. Any such action shall be brought in the United States Court of Appeals for the District of Columbia circuit, or for any circuit which includes a judicial district in which the action could have been brought but for this subparagraph.

"(C) A determination, rule, or ruling of the Commission described in paragraph (3)(B)(i) or (ii) may be reviewed only in a proceeding under this subsection and only in accordance with paragraph (3)(B). Section 706(2)(E) of title 5, United States Code, shall not apply to any rule promulgated under subsection (a)(1)(B). The contents and adequacy of any statement required by subsection (b)(4) shall not be subject to judicial review in any respect.

Banks. "(f)(1) In order to prevent unfair or deceptive acts or practices in or affecting commerce (including acts or practices which are unfair or deceptive to consumers) by banks, each agency specified in paragraph (2) of this subsection shall establish a separate division of consumer affairs which shall receive and take appropriate action upon complaints with respect to such acts or practices by banks subject to its jurisdiction. The Board of Governors of the Federal Reserve System shall prescribe regulations to carry out the purposes of this section, including regulations defining with specificity such unfair or deceptive acts or practices, and containing requirements prescribed for the purpose of preventing such acts or practices. Whenever the Commission prescribes a rule under subsection (a)(1)(B) of this section, then within 60 days after such rule takes effect such Board shall promulgate substantially similar regulations prohibiting acts or practices of banks which are substantially similar to those prohibited by rules of the Commission and which impose substantially similar requirements, unless such Board finds that (A) such acts or practices of banks are not unfair or deceptive, or (B) that implementation of similar regulations with respect to banks would seriously conflict with essential monetary and payments systems policies of the Board, and publishes any such finding, and the reasons therefor, in the Federal Register.

Regulations.

Publication in Federal Register.

"(2) Compliance with regulations prescribed under this subsection shall be enforced under section 8 of the Federal Deposit Insurance Act, in the case of—

12 USC 1818.

"(A) national banks and banks operating under the code of law for the District of Columbia, by the division of consumer affairs established by the Comptroller of the Currency;

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"(B) member banks of the Federal Reserve System (other than banks referred to in subparagraph (A)) by the division of consumer affairs established by the Board of Governors of the Federal Reserve System; and

"(C) banks insured by the Federal Deposit Insurance Corporation (other than banks referred to in subparagraph (A) or (B)), by the division of consumer affairs established by the Board of Directors of the Federal Deposit Insurance Corporation.

"(3) For the purpose of the exercise by any agency referred to in paragraph (2) of its powers under any Act referred to in that paragraph, a violation of any regulation prescribed under this subsection shall be deemed to be a violation of a requirement imposed under that Act. In addition to its powers under any provision of law specifically referred to in paragraph (2), each of the agencies referred to in that paragraph may exercise, for the purpose of enforcing compliance with any regulation prescribed under this subsection, any other authority conferred on it by law.

"(4) The authority of the Board of Governors of the Federal Reserve System to issue regulations under this subsection does not impair the authority of any other agency designated in this subsection to make rules respecting its own procedures in enforcing compliance with regulations prescribed under this subsection.

"(5) Each agency exercising authority under this subsection shall transmit to the Congress not later than March 15 of each year a detailed report on its activities under this paragraph during the preceding calendar year. Report to Congress.

"(g)(1) Any person to whom a rule under subsection (a)(1)(B) of this section applies may petition the Commission for an exemption from such rule. Exemptions.

"(2) If, on its own motion or on the basis of a petition under paragraph (1), the Commission finds that the application of a rule prescribed under subsection (a)(1)(B) to any person or class or persons is not necessary to prevent the unfair or deceptive act or practice to which the rule relates, the Commission may exempt such person or class from all or part of such rule. Section 553 of title 5, United States Code, shall apply to action under this paragraph.

"(3) Neither the pendency of a proceeding under this subsection respecting an exemption from a rule, nor the pendency of judicial proceedings to review the Commission's action or failure to act under this subsection, shall stay the applicability of such rule under subsection (a)(1)(B).

"(h)(1) The Commission may, pursuant to rules prescribed by it, provide compensation for reasonable attorneys fees, expert witness fees, and other costs of participating in a rulemaking proceeding under this section to any person (A) who has, or represents, an interest (i) which would not otherwise be adequately represented in such proceeding, and (ii) representation of which is necessary for a fair determination of the rulemaking proceeding taken as a whole, and (B) who is unable effectively to participate in such proceeding because such person cannot afford to pay costs of making oral presentations, conducting cross-examination, and making rebuttal submissions in such proceeding. Compensation.

"(2) The aggregate amount of compensation paid under this subsection in any fiscal year to all persons who, in rulemaking proceedings in which they receive compensation, are persons who either (A) would be regulated by the proposed rule, or (B) represent persons who would

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be so regulated, may not exceed 25 percent of the aggregate amount paid as compensation under this subsection to all persons in such fiscal year.

"(3) The aggregate amount of compensation paid to all persons in any fiscal year under this subsection may not exceed $1,000,000."

(b) Section 6(g) of the Federal Trade Commission Act (15 U.S.C. 46(g)) is amended by inserting "(except as provided in section 18 (a)(2) of this Act)" before "to make rules and regulations".

15 USC 57a note.

(c)(1) The amendments made by subsections (a) and (b) of this section shall not affect the validity of any rule which was promulgated under section 6(g) of the Federal Trade Commission Act prior to the date of enactment of this section. Any proposed rule under section 6(g) of such Act with respect to which presentation of data, views, and arguments was substantially completed before such date may be promulgated in the same manner and with the same validity as such rule could have been promulgated had this section not been enacted.

Ante, p. 2193.

(2) If a rule described in paragraph (1) of this subsection is valid and if section 18 of the Federal Trade Commission Act would have applied to such rule had such rule been promulgated after the date of enactment of this Act, any substantive change in the rule after it has been promulgated shall be made in accordance with such section 18.

15 USC 57a note.
Study and evaluation.
Report to Congress.

(d) The Federal Trade Commission and the Administrative Conference of the United States shall each conduct a study and evaluation of the rulemaking procedures under section 18 of the Federal Trade Commission Act and each shall submit a report of its study (including any legislative recommendations) to the Congress not later than 18 months after the date of enactment of this Act.

INVESTIGATIVE AUTHORITY

SEC. 203. (a)(1) Section 6(a) of the Federal Trade Commission Act (15 U.S.C. 46(a)) is amended by striking out "corporation" and inserting "person, partnership, or corporation"; and by striking out "corporations and to individuals, associations, and partnerships", and inserting in lieu thereof "persons, partnerships, and corporations".

(2) Section 6(b) of such Act is amended by striking out "corporations" where it first appears and inserting in lieu thereof "persons, partnerships, and corporations,"; and by striking out "respective corporations" and inserting in lieu thereof "respective persons, partnerships, and corporations".

(3) The proviso at the end of section 6 of such Act is amended by striking out "any such corporation to the extent that such action is necessary to the investigation of any corporation, group of corporations," and inserting in lieu thereof "any person, partnership, or corporation to the extent that such action is necessary to the investigation of any person, partnership, or corporation, group of persons, partnerships, or corporations,".

(b)(1) The first paragraph of section 9 of such Act (15 U.S.C. 49) is amended by striking out "corporation" where it first appears and inserting in lieu thereof "person, partnership, or corporation".

(2) The third paragraph of section 9 of such Act is amended by striking out "corporation or other person" both places where it appears and inserting in each such place "person, partnership, or corporation".

(3) The fourth paragraph of section 9 of such Act is amended by striking out "person or corporation" and inserting in lieu thereof "person, partnership, or corporation".

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(c)(1) The second paragraph of section 10 (15 U.S.C. 50) of such Act is amended by striking out "corporation" each place where it appears and inserting in lieu thereof in each such place "person, partnership, or corporation".

(2) The third paragraph of section 10 of such Act is amended by striking out "corporation" where it first appears and inserting in lieu thereof "persons, partnership, or corporation"; and by striking out "in the district where the corporation has its principal office or in any district in which it shall do business" and inserting in lieu thereof "in the case of a corporation or partnership in the district where the corporation or partnership has its principal office or in any district in which it shall do business, and in the case of any person in the district where such person resides or has his principal place of business".

REPRESENTATION

SEC. 204. (a) Section 16 of the Federal Trade Commission Act is amended to read as follows: 15 USC 56.

"SEC. 16. (a)(1) Except as otherwise provided in paragraph (2) or (3), if—

"(A) before commencing, defending, or intervening in, any civil action involving this Act (including an action to collect a civil penalty) which the Commission, or the Attorney General on behalf of the Commission, is authorized to commence, defend, or intervene in, the Commission gives written notification and undertakes to consult with the Attorney General with respect to such action; and

"(B) the Attorney General fails within 45 days after receipt of such notification to commence, defend, or intervene in, such action;

the Commission may commence, defend, or intervene in, and supervise the litigation of, such action and any appeal of such action in its own name by any of its attorneys designated by it for such purpose.

"(2) Except as otherwise provided in paragraph (3), in any civil action—

"(A) under section 13 of this Act (relating to injunctive relief); 15 USC 53.

"(B) under section 19 of this Act (relating to consumer redress); Post, p. 2201.

"(C) to obtain judicial review of a rule prescribed by the Commission, or a cease and desist order issued under section 5 of this Act; or 15 USC 45.

"(D) under the second paragraph of section 9 of this Act (relating to enforcement of a subpena) and under the fourth paragraph of such section (relating to compliance with section 6 of this Act); 15 USC 49.

the Commission shall have exclusive authority to commence or defend, and supervise the litigation of, such action and any appeal of such action in its own name by any of its attorneys designated by it for such purpose, unless the Commission authorizes the Attorney General to do so. The Commission shall inform the Attorney General of the exercise of such authority and such exercise shall not preclude the Attorney General from intervening on behalf of the United States in such action and any appeal of such action as may be otherwise provided by law.

"(3)(A) If the Commission makes a written request to the Attorney General, within the 10-day period which begins on the date of the entry of the judgment in any civil action in which the Commission

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represented itself pursuant to paragraph (1) or (2), to represent itself through any of its attorneys designated by it for such purpose before the Supreme Court in such action, it may do so, if—

"(i) the Attorney General concurs with such request; or

"(ii) the Attorney General, within the 60-day period which begins on the date of the entry of such judgment—

"(a) refuses to appeal or file a petition for writ of certiorari with respect to such civil action, in which case he shall give written notification to the Commission of the reasons for such refusal within such 60-day period; or

"(b) the Attorney General fails to take any action with respect to the Commission's request.

"(B) In any case where the Attorney General represents the Commission before the Supreme Court in any civil action in which the Commission represented itself pursuant to paragraph (1) or (2), the Attorney General may not agree to any settlement, compromise, or dismissal of such action, or confess error in the Supreme Court with respect to such action, unless the Commission concurs.

"Attorney General."

"(C) For purposes of this paragraph (with respect to representation before the Supreme Court), the term 'Attorney General' includes the Solicitor General.

"(4) If, prior to the expiration of the 45-day period specified in paragraph (1) of this section or a 60-day period specified in paragraph (3), any right of the Commission to commence, defend, or intervene in, any such action or appeal may be extinguished due to any procedural requirement of any court with respect to the time in which any pleadings, notice of appeal, or other acts pertaining to such action or appeal may be taken, the Attorney General shall have one-half of the time required to comply with any such procedural requirement of the court (including any extension of such time granted by the court) for the purpose of commencing, defending, or intervening in the civil action pursuant to paragraph (1) or for the purpose of refusing to appeal or file a petition for writ of certiorari and the written notification or failing to take any action pursuant to paragraph 3(A)(ii).

"(5) The provisions of this subsection shall apply notwithstanding chapter 31 of title 28, United States Code, or any other provision of law.

28 USC 501.

"(b) Whenever the Commission has reason to believe that any person, partnership, or corporation is liable for a criminal penalty under this Act, the Commission shall certify the facts to the Attorney General, whose duty it shall be to cause appropriate criminal proceedings to be brought."

15 USC 45.

(b) Section 5(m) of such Act is repealed.

15 USC 56 note.

(c) The amendment and repeal made by this section shall not apply to any civil action commenced before the date of enactment of this Act.

CIVIL PENALTIES FOR KNOWING VIOLATIONS

SEC. 205. (a) Section 5 of the Federal Trade Commission Act (15 U.S.C. 45(a)) is amended by inserting after subsection (l) the following new subsection:

"(m)(1)(A) The Commission may commence a civil action to recover a civil penalty in a district court of the United States against any person, partnership, or corporation which violates any rule under this Act respecting unfair or deceptive acts or practices (other than an interpretive rule or a rule violation of which the Commission has provided is not an unfair or deceptive act or practice in violation of

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subsection (a)(1)) with actual knowledge or knowledge fairly implied on the basis of objective circumstances that such act is unfair or deceptive and is prohibited by such rule. In such action, such person, partnership, or corporation shall be liable for a civil penalty of not more than $10,000 for each violation.

"(B) If the Commission determines in a proceeding under subsection (b) that any act or practice is unfair or deceptive, and issues a final cease and desist order with respect to such act or practice, then the Commission may commence a civil action to obtain a civil penalty in a district court of the United States against any person, partnership, or corporation which engages in such act or practice—

"(1) after such cease and desist order becomes final (whether or not such person, partnership, or corporation was subject to such cease and desist order), and

"(2) with actual knowledge that such act or practice is unfair or deceptive and is unlawful under subsection (a)(1) of this section.

In such action, such person, partnership, or corporation shall be liable for a civil penalty of not more than $10,000 for each violation.

"(C) In the case of a violation through continuing failure to comply with a rule or with section 5(a)(1), each day of continuance of such failure shall be treated as a separate violation, for purposes of subparagraphs (A) and (B). In determining the amount of such a civil penalty, the court shall take into account the degree of culpability, any history of prior such conduct, ability to pay, effect on ability to continue to do business, and such other matters as justice may require.

"(2) If the cease and desist order establishing that the act or practice is unfair or deceptive was not issued against the defendant in a civil penalty action under paragraph (1)(B) the issues of fact in such action against such defendant shall be tried de novo.

"(3) The Commission may compromise or settle any action for a civil penalty if such compromise or settlement is accompanied by a public statement of its reasons and is approved by the court."

(b) The amendment made by subsection (a) of this section shall not apply to any violation, act, or practice to the extent that such violation, act, or practice occurred before the date of enactment of this Act. 15 USC 45 note.

CONSUMER REDRESS

SEC. 206. (a) The Federal Trade Commission Act (15 U.S.C. 45(a)) is amended by inserting after section 18 the following new section:

"SEC. 19. (a)(1) If any person, partnership, or corporation violates any rule under this Act respecting unfair or deceptive acts or practices (other than an interpretive rule, or a rule violation of which the Commission has provided is not an unfair or deceptive act or practice in violation of section 5(a)), then the Commission may commence a civil action against such person, partnership, or corporation for relief under subsection (b) in a United States district court or in any court of competent jurisdiction of a State. 15 USC 57b.

"(2) If any person, partnership, or corporation engages in any unfair or deceptive act or practice (within the meaning of section 5(a)(1)) with respect to which the Commission has issued a final cease and desist order which is applicable to such person, partnership, or corporation, then the Commission may commence a civil action against such person, partnership, or corporation in a United States district court or in any court of competent jurisdiction of a State. If the Commission satisfies the court that the act or practice to which the cease and desist order relates is one which a reasonable man would

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have known under the circumstances was dishonest or fraudulent, the court may grant relief under subsection (b).

"(b) The court in an action under subsection (a) shall have jurisdiction to grant such relief as the court finds necessary to redress injury to consumers or other persons, partnerships, and corporations resulting from the rule violation or the unfair or deceptive act or practice, as the case may be. Such relief may include, but shall not be limited to, rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification respecting the rule violation or the unfair or deceptive act or practice, as the case may be; except that nothing in this subsection is intended to authorize the imposition of any exemplary or punitive damages.

"(c)(1) If (A) a cease and desist order issued under section 5(b) has become final under section 5(g) with respect to any person's, partnership's, or corporation's rule violation or unfair or deceptive act or practice, and (B) an action under this section is brought with respect to such person's partnership's, or corporation's rule violation or act or practice, then the findings of the Commission as to the material facts in the proceeding under section 5(b) with respect to such person's, partnership's, or corporation's rule violation or act or practice, shall be conclusive unless (i) the terms of such cease and desist order expressly provide that the Commission's findings shall not be conclusive, or (ii) the order became final by reason of section 5(g)(1), in which case such finding shall be conclusive if supported by evidence.

Notice.

"(2) The court shall cause notice of an action under this section to be given in a manner which is reasonably calculated, under all of the circumstances, to apprise the persons, partnerships, and corporations allegedly injured by the defendant's rule violation or act or practice of the pendency of such action. Such notice may, in the discretion of the court, be given by publication.

Statute of limitations.

"(d) No action may be brought by the Commission under this section more than 3 years after the rule violation to which an action under subsection (a)(1) relates, or the unfair or deceptive act or practice to which an action under subsection (a)(2) relates; except that if a cease and desist order with respect to any person's, partnership's, or corporation's rule violation or unfair or deceptive act or practice has become final and such order was issued in a proceeding under section 5(b) which was commenced not later than 3 years after the rule violation or act or practice occurred, a civil action may be commenced under this section against such person, partnership, or corporation at any time before the expiration of one year after such order becomes final.

"(e) Remedies provided in this section are in addition to, and not in lieu of, any other remedy or right of action provided by State or Federal law. Nothing in this section shall be construed to affect any authority of the Commission under any other provision of law."

15 USC 57b note.

(b) The amendment made by subsection (a) of this section shall not apply to—

(1) any violation of a rule to the extent that such violation occurred before the date of enactment of this Act, or

(2) any act or practice with respect to which the Commission issues a cease-and-desist order, to the extent that such act or practice occurred before the date of enactment of this Act, unless such order was issued after such date and the person, partnership or corporation against whom such an order was issued had been notified in the complaint, or in the notice or order attached thereto, that consumer redress may be sought.

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AUTHORIZATION OF APPROPRIATIONS

SEC. 207. The Federal Trade Commission Act (15 U.S.C. 41 et seq.) is amended by inserting after section 19 the following new section: *Ante*, p. 2201.

"SEC. 20. There are authorized to be appropriated to carry out the functions, powers, and duties of the Federal Trade Commission not to exceed $42,000,000 for the fiscal year ending June 30, 1975; not to exceed $46,000,000 for the fiscal year ending June 30, 1976; and not to exceed $50,000,000 for the fiscal year ending in 1977. For fiscal years ending after 1977, there may be appropriated to carry out such functions, powers, and duties, only such sums as the Congress may hereafter authorize by law." 15 USC 57c.

Approved January 4, 1975.

Public Law 93-638

AN ACT

To provide maximum Indian participation in the Government and education of the Indian people; to provide for the full participation of Indian tribes in programs and services conducted by the Federal Government for Indians and to encourage the development of human resources of the Indian people; to establish a program of assistance to upgrade Indian education; to support the right of Indian citizens to control their own educational activities; and for other purposes.

January 4, 1975
[S. 1017]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Indian Self-Determination and Education Assistance Act". Indian Self-Determination and Education Assistance Act. 25 USC 450 note.

CONGRESSIONAL FINDINGS

SEC. 2. (a) The Congress, after careful review of the Federal Government's historical and special legal relationship with, and resulting responsibilities to, American Indian people, finds that— 25 USC 450.

(1) the prolonged Federal domination of Indian service programs has served to retard rather than enhance the progress of Indian people and their communities by depriving Indians of the full opportunity to develop leadership skills crucial to the realization of self-government, and has denied to the Indian people an effective voice in the planning and implementation of programs for the benefit of Indians which are responsive to the true needs of Indian communities; and

(2) the Indian people will never surrender their desire to control their relationships both among themselves and with non-Indian governments, organizations, and persons.

(b) The Congress further finds that—

(1) true self-determination in any society of people is dependent upon an educational process which will insure the development of qualified people to fulfill meaningful leadership roles;

(2) the Federal responsibility for and assistance to education of Indian children has not effected the desired level of educational achievement or created the diverse opportunities and personal satisfaction which education can and should provide; and

(3) parental and community control of the educational process is of crucial importance to the Indian people.

DECLARATION OF POLICY

SEC. 3. (a) The Congress hereby recognizes the obligation of the 25 USC 450a.

TOY-RQ-05D-00000062

TOYOTA

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

March 27, 2000

NOT SENT

[redacted]
Houston, TX [redacted]

Re: 1998 Lexus GS 300 - VIN JT8D68S2W[redacted]

Dear Mr. [redacted]

Toyota Motor Sales, U.S.A., Inc. ("TMS") is in receipt of your January 31, 2000 email with correspondence dated January 29, 2000 and December 14, 1999 attached. Because you have previously threatened litigation, this matter has been forwarded to me for handling. From now on, please direct all communications to me at the above address. My office fax number is (310) 618-7808.

TMS' notes reference a telephone call with an attorney who is apparently representing you in this matter. If you are currently represented by an attorney, we cannot communicate with you without your attorney's written permission. Please have your attorney contact me immediately.

Very Truly Yours,

NOT SENT.

Karen T. Rigberg
Counsel

KTR/tbk

LEXUS

19001 South Western Avenue
Torrance, CA 90509-2991
(310) 328-2075

January 20, 1999

FILE

[redacted]
Houston, TX [redacted]

Re: 1998 GS 300
VIN JT8BD68S2W[redacted]

Dear Mr. [redacted]

Thank you for taking the time to speak with me on the telephone yesterday and today. I received your faxes, and have included them with my documentation. Please accept my apology, on behalf of our executive offices, if any interaction with representatives of Lexus was offensive to you.

As I discussed with you during our telephone conversation, I was able to review your concerns with Peter Donnellan, Lexus Southern Area Operations Manager. Although we regret that you have experienced some dissatisfaction with our product, it has been determined that your vehicle is operating within its design specifications. We value our customers and the loyalty they give our brand name and product, and we are sorry if this aspect of your ownership experience has been a source of disappointment to you.

Also, I would like to make you aware of the Better Business Bureau arbitration program, called BBB AUTOLINE. This out-of-court program is part of Lexus' efforts to provide, at no cost, an impartial and non-affiliated organization to promptly and equitably address your concerns. If you would like to contact BBB, the toll-free number is 1-800-955-5100.

Thank you for allowing me the opportunity to assist you. I will be passing along your positive comments about Mike Valdez and Craig Bednarek to management at Westside Lexus.

Sincerely,

Eileen Antalis
Executive Administrator

200001191352

cc: Peter Donnellan – Lexus Southern

January 20, 1999

[redacted]
Houston, TX [redacted]

Re: 1998 GS 300
VIN JT8BD68S2W[redacted]

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January 20, 1999

[redacted]
Houston, TX [redacted]

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Eileen Antalis
Executive Administrator

200001191352

cc: Peter Donnellan – Lexus Southern

LEXUS SOUTHERN AREA
11540 GREAT OAKS WAY
ALPHARETTA, GA 30022
PHONE: (770) 777-9770
FAX: (770) 619-8800

FACSIMILE TRANSMITTAL SHEET

TO: KAREN RIGBERG FAX #:

FROM: JAY EMERY

DATE: 3/20/00

NO. OF PAGES INCLUDING COVER: 3

RE: [redacted]

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ FYI

NOTES/COMMENTS:

HI KAREN - THIS IS THE LATEST LETTER FROM [redacted]

LEXUS

From the desk of
[redacted]
Houston, TX
[redacted]

RECEIVED
MAR 16 2000
TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

BY FAX - 512-416-4850

March 16, 2000.

RS
AC
000390

Texas Dept. of Transportation
Attn: Mr. Robert Shrawder
Consumer Advisor
Lemon Law Section
Motor Vehicle Division
Consumer Affairs Section
P. O. Box 2293
Austin, TX 78768

Dear Mr. Shrawder:

Pursuant to our conversation of 3/15, 2000, concerning my 1998 Lexus GS300, Vin number JT8D68S2W[redacted] detailed below is a commentary of what happened this past Sunday, March 12, 2000, regarding the problem of the unintended acceleration and the attitude of the Lexus organization in Alpharetta, GA.

[redacted] and I were on our way to Second Baptist Church for our normal prayer service and sermon. The time was 9:10 AM and the temperature was approximately 48 to 52 degrees. Weather was perfect, humidity around 50 to 60 percent. I had stopped at the corner of Chimney Rock and Woodway to make a left turn on Woodway. The church is located on Woodway. By the grace of God there were no cars in front of me. I very gently accelerated and both [redacted] and I were immediately forced back into the bucket seats. The Lexus had immediately accelerated from 0 to 8/10 miles MPH within a mili-second. [redacted] (actually my former wife, frequent driver when married and an and expert witness) thought I had taken care of this matter at least a year ago.

On Monday 3/13/2000, I contacted Sterling McCall Lexus and spoke to Ms. Bonnie Vargo, Customer Satisfaction Manager (713-995-2600). She was quite alarmed at the situation. Please note that the selling dealer was Westside Lexus, but I was hoping Sterling McCall might have had more experience in this type of matter. Within ten minutes she had spoken with Mr. Dennis Dunford, the Service Manager with Sterling McCall and they wanted the car in

immediately to check it out. However my service file has been marked and Lexus service has been advised to hold up on any warranty work. When Dennis Dunford called Alan Sommers in Alpharetta, GA. Dennis was told that the car was "under investigation" and that he (Alan Sommers) would not authorize any service of my Lexus allow Sterling McCall to secure reimbursement for any services from Lexus for any work performed on my Lexus. A service technician contacted me by the name of Mario. He is on of their two technical technicians that are qualified to track down computer problems. He apologized a number of times, but could not do anything due the stand that Alan Sommers had ordered. This is important note. *Alan's manager is Peter Donnellan.* He can be reached at 770-619-8805. He calls all of the shots. His position is *Manager of Parts and Service of the Lexus Southern Region.* I appears that they have suspended all warranty service on my car and as you know, I have two years left on the warranty.

I know that Lexus has usurped its legal authority. I do not think that that they can over ride their the legal obligations of their warranty and our state has strict warranty laws on vendors of all products.

Robert, please look into this situation and advise when it will be appropriate for me to take my car in for service. This is a safety issue and if I or someone riding with me secures an injury, then the "universe" regarding this matter will change dramatically.

Thanks for your understanding and hope to hear from you soon. If you fax any data back to me, I have a manual fax and you must call me personally so that I can turn my fax machine on to the receive mode.

If you speak to *Dennis Dunford or Alan Sammers or Peter Donnellan,* ask then to tell you the story of why they refused to have Mike Stubbs, head senior technical technician, also of Sterling McCall Lexus, perform a full diagnostic test on of my electronic computer control systems.

Awaiting your reply as soon as possible, I remain. Please feel free to send out as many cc's as necessary.

Sincerely yours

[redacted]

RECEIVED

MAR 16 2000

TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

EY HUTCHISON
TEXAS

EXECUTIVE
FEB 2 2000
Administrator

United States Senate

WASHINGTON, DC 20510-4304

COMMITTEES:
APPROPRIATIONS
COMMERCE, SCIENCE AND TRANSPORTATION
RULES AND ADMINISTRATION
ENVIRONMENT AND PUBLIC

February 1, 2000

RESPECTFULLY REFEREED:
Bryan Bergsteinsson
LEXUS
19001 South Western Avenue
Torrance, CA 90509-2991

Dear Mr. Bergsteinsson:

The attached communication was forwarded to Senator Hutchison by a constituent who is concerned about a matter over which you have jurisdiction. I would appreciate it if appropriate inquiries could be initiated on this individual's behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact me in Dallas at (214)361-3500.

Thank you for your courtesy.

PLEASE REPLY TO:

Office of Senator Kay Bailey Hutchison
Attention: Mary Fae Kamm
10440 North Central Expressway, Suite 1160
LB 606
Dallas, Texas 75231

Enclosure

Date: 1/31/2000 11:52 AM
Sender: Senator
To: Mary Fae Kamm
Priority: Normal
Subject: Fw: YOUR LETTER OF 1/20/2000 REF # 200001191352

Forward Header

Subject: Fw: YOUR LETTER OF 1/20/2000 REF # 200001191352
Author: [redacted]
Internet
Date: 1/30/2000 12:17 PM

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.

<!DOCTYPE HTML PUBLIC "-//W3C//DTD HTML 4.0 Transitional//EN">
<HTML><HEAD>
<META content="text/html; charset=iso-8859-1" http-equiv=Content-Type>
<META content="MSHTML 5.00.2919.6307" name=GENERATOR>
<STYLE></STYLE>
</HEAD>
<BODY bgColor=#ffffff>
<DIV><FONT color=#000000 face="Comic Sans MS" size=2>SORRY- ORIGINAL MESSAGE
CORRUPTED</FONT></DIV>
<DIV><FONT color=#000000 face="Comic Sans MS" size=2>ROBERT IRVING
BOWERS</FONT></DIV>
<DIV style="FONT: 10pt arial">----- Original Message -----
<DIV style="BACKGROUND: #e4e4e4; font-color: black"><B>From:</B> <A
href="mailto:[redacted]
title=[redacted]/A> </DIV

<DIV><B>To:</B> <A href="mailto:eileen_antalis@toyota.com"
title=eileen_antalis@toyota.com>EILEEN ANTALIS</A> </DIV>
<DIV><B>Cc:</B> <A href="mailto:peter_donnellan@toyota.com"
title=peter_donnellan@toyota.com>PETER DONELLAN</A> ; <A
href="mailto:paul_santulli@toyota.com"
title=paul_santulli@toyota.com>PAUL
SANTULLI</A> ; <A href="mailto:webmaster @nhtsa.dot.gov"
title="webmaster @nhtsa.dot.gov">NHTSA DEPT OF TRANS</A> ; <A
href="mailto:aaron_sommer@toyota.com"
title=aaron_sommer@toyota.com>AARON
SOMMER</A> ; <A href="mailto:aaron_sommers@toyota.com"
title=aaron_sommers@toyota.com>aaron sommers</A> ; <A
href="mailto:senator@hutchison.senate.gov"
title=senator@hutchison.senate.gov>KAY BAILEY HUTCHISON</A> ;
<A
href="mailto:Phil_Gramm@gramm.senate.gov"
title=Phil_Gramm@gramm.senate.gov>PHIL

GRAMM</A> ; <A href="mailto:tony_fujita@toyota.com"
title=tony_fujita@toyota.com>TONY FUJITA</A> ; <A
href="mailto:bryan_bergsteinsson@toyota.com"
title=bryan_bergsteinsson@toyota.com>BRYAN BREGSTEINSSON</A>
</DIV>
<DIV><B>Sent:</B> Sunday, January 30, 2000 12:10 PM</DIV>
<DIV><B>Subject:</B> YOUR LETTER OF 1/20/2000 REF #
200001191352</DIV></DIV>
<DIV>
</DIV>
<DIV><FONT color=#000000 face="Comic Sans MS" size=2>EILEEN
ANTALIS,</FONT></DIV>
<DIV> </DIV>
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<DIV><FONT color=#000000 face="Comic Sans MS" size=2>PLEASE
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<DIV> </DIV>
<DIV><FONT color=#000000 face="Comic Sans MS" size=2>SEE
REVISED ATTACHED LETTER

</FONT></DIV>
<DIV><FONT color=#000000 face="Comic Sans MS" size=2>FOR
SAFETY DEFECTS
OCCURING ON FRIDAY JANUARY 28, 2000.</FONT></DIV>
<DIV> </DIV></BODY></HTML>

Received: from mailsims1.senate.gov ([156.33.203.10]) by
mailexc3.senate.gov
with SMTP
(IMA Internet Exchange 3.11) id 003A3432; Sun, 30 Jan 2000
14:05:43 -0500
Disposition-notification-to: [redacted]
<[redacted]>
Received: from [redacted] by mailsims1.senate.gov
(Sun Internet Mail Server sims.3.5.1999.07.30.00.08.p8)

Eileen Antalis
02/01/2000 09:39 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota, Tony Fujita/TMS/Toyota@Toyota
cc: Peter Donnellan/TMS/Toyota@Toyota, Karen Rigberg/TMS/Toyota@Toyota

Subject: [redacted]

Privilege

Judy Miyashita

Judy Miyashita 01/31/2000 06:12 PM

To: Eileen Antalis/Lexus/Toyota@Toyota
cc:
Subject: LETTER GS-300

There was another email from this gentleman which included your name. But I didn't see your name in the distribution list in this email so I'm forwarding it to you. Bryan would like to make sure that this is being followed up and he would like an update/status from you at your earliest opportunity. Thank you!

---------- Forwarded by Judy Miyashita/TMS/Toyota on 01/31/2000 06:12 PM ----------

"[redacted]" <[redacted]> on 01/29/2000 11:27:25 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota
cc: "aron green" <aron_green@toyoto.com>, Judy Miyashita/TMS/Toyota@Toyota, Peter Donnellan/TMS/Toyota@Toyota, Paul Santulli/Lexus/Toyota@Toyota, "NHTSA DEPT OF TRANS" <webmaster@nhtsa.dot.gov>, "EDWARD ALAN KAPLAN" <EAKaplan07622@aol.com>

Subject: LETTER GS-300

- att1.htm

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

- PETER DONNELLON-LETER OF DISAPPROVAL.doc

BY E-MAIL
CERTIFIED MAIL - RETURN RECEIPT REQUIRED

January 29, 2000

[redacted]
HOUSTON, TX. [redacted]

PERTINENT AUTO INFORMATION

1998 LEXUS GS 300
VIN NO.JT8D68S2W[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] or [redacted] (mobile). My address is [redacted], Houston, TX [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.

From the desk of

[redacted]

Houston, TX [redacted]

[redacted]

December 14, 1999

Mr. Peter Donnellan
Lexus Southern Area
Division Operations Area
11540 Great Oak Way
Alpharetta, GA 30022

RE: 1998 Lexus GS300
VIN: JT8BD68S2W[redacted]

Dear Peter:

If you remember, the new computer solved many of the dangerous problems existing in my vehicle, but I still have quirky somewhat inconsistent derivability annoyances with my car. I have talked with many of the technicians at Westside and they as a whole have indicated that the 2000 models are driving quite well. The question is, **what other modified components do you need to change out to bring the car up to current derivability standards of the 2000 GS300 models.**

I had a meeting with Arron Sommers and Robert Parnell last month. Basically, the meeting could be termed a "mild disaster in the face of gridlock". To condense what the conclusion was: Aaron Sommers told me that the car is within **Toyota Specifications** and I just have to accept it like it is. I was given this answer four times, each time in a slightly altered form. I was agitated and extremely angry that anyone would have the gaul to make a statement of that nature.

I later called Paul Santulli and told him the gist of the entire meeting. He was aghast. He apologized **over and over again** for the abrupt unprofessional manners that Lexus and Aaron Sommers extended to me. Robert Parnell, who has know me since 1986, finally acknowledged me and shook my hand. What an honor! He even acknowledged that he knew me personally from this stint as manager of the former BMW Auto Center in which factory service problems arose and for which he and I had telephone conversations and personal contact. This was the first encounter with him since he became service manager at Westside Lexus several years ago!

I'll be frank, **I <u>WILL NOT</u> BE APART OF ANY FUTURE MEETINGS WITH AARON SOMMERS**. Parnell reiterated the company line, but spoke very little. That was an intelligent decision on his part.

I would like for you to arrange a meeting with you, Paul Santulli and myself at your headquarters in Alpharetta GA. I would appreciate your making all necessary

arrangements and reservations so that I can get this "**monkey off of my back".** In this manner, all of us can resolve this in a professional manner.

For your information, my sister acquires a new Lexus every two years. I drive her car whenever I visit her. I have never experienced derivability problems or quirks in any of her vehicles and there is absolutely no reason I should have any either. Lexus implies the "relentless pursuit of perfection" and I expect Lexus to live up to its implied pact with it's customers. Your slogan and your actions could even be construed as a contract been Lexus and all of its customers that they do indeed possess a "near perfect" vehicle. My previous Lexus was **"Nearly Perfect"**.

Thanks for you professionalism, help and assistance and I look forward to meeting with you and Paul in the near future.

Very truly yours,

[redacted]

e-mail - Peter Donnellon
Paul Santulli

Eileen Antalis
02/01/2000 09:39 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota, Tony Fujita/TMS/Toyota@Toyota
cc: Peter Donnellan/TMS/Toyota@Toyota, Karen Rigberg/TMS/Toyota@Toyota

Subject: [redacted]

Privilege

Judy Miyashita

Judy Miyashita 01/31/2000 06:12 PM

To: Eileen Antalis/Lexus/Toyota@Toyota
cc:
Subject: LETTER GS-300

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Subject: LETTER GS-300

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02/01/2000 09:39 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota, Tony Fujita/TMS/Toyota@Toyota
cc: Peter Donnellan/TMS/Toyota@Toyota, Karen Rigberg/TMS/Toyota@Toyota

Subject: [redacted]

Privilege

Judy Miyashita

Judy Miyashita 01/31/2000 06:12 PM

To: Eileen Antalis/Lexus/Toyota@Toyota
cc:
Subject: LETTER GS-300

There was another email from this gentleman which included your name. But I didn't see your name in the distribution list in this email so I'm forwarding it to you. Bryan would like to make sure that this is being followed up and he would like an update/status from you at your earliest opportunity. Thank you!

---------- Forwarded by Judy Miyashita/TMS/Toyota on 01/31/2000 06:12 PM ----------

"[redacted] <[redacted] on 01/29/2000 11:27:25 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota
cc: "aron green" <aron_green@toyoto.com>, Judy Miyashita/TMS/Toyota@Toyota, Peter Donnellan/TMS/Toyota@Toyota, Paul Santulli/Lexus/Toyota@Toyota, "NHTSA DEPT OF TRANS" <webmaster@nhtsa.dot.gov>, "EDWARD ALAN KAPLAN" <EAKaplan07622@aol.com>

Subject: LETTER GS-300

- att1.htm

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

- PETER DONNELLON-LETER OF DISAPPROVAL.doc

Eileen Antalis
02/01/2000 09:40 AM

To: Bryan Bergsteinsson/TMS/Toyota@Toyota, Tony Fujita/TMS/Toyota@Toyota
cc: Peter Donnellan/TMS/Toyota@Toyota, Karen Rigberg/TMS/Toyota@Toyota

Subject: [redacted]

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Subject: LETTER GS-300

- att1.htm

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

- PETER DONNELLON-LETER OF DISAPPROVAL.doc

Eileen Antalis
02/01/2000 09:07 AM

To: Karen Rigberg/TMS/Toyota@Toyota
cc: Peter Donnellan/TMS/Toyota@Toyota
Subject: LETTER GS-300

Thanks for taking the time on the phone with me, and CONGRATULATIONS on your upcoming entrance into the world of motherhood!! (my 2 kids are a year apart, I might as well had twins - but I love every minute of it!!)

Privilege

slam - oper as designed- refer to bbb.

Thanks for agreeing to review this.

---------- Forwarded by Eileen Antalis/Lexus/Toyota on 02/01/2000 08:43 AM ----------

Judy Miyashita 01/31/2000 06:12 PM

To: Eileen Antalis/Lexus/Toyota@Toyota
cc:
Subject: LETTER GS-300

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To: Bryan Bergsteinsson/TMS/Toyota@Toyota
cc: "aron green" <aron_green@toyoto.com>, Judy Miyashita/TMS/Toyota@Toyota, Peter Donnellan/TMS/Toyota@Toyota, Paul Santulli/Lexus/Toyota@Toyota, "NHTSA DEPT OF TRANS" <webmaster@nhtsa.dot.gov>, "EDWARD ALAN KAPLAN" <EAKaplan07622@aol.com>

Subject: LETTER GS-300

- att1.htm

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

- PETER DONNELLON-LETER OF DISAPPROVAL.doc

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Subject: LETTER GS-300

- att1.htm

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

- PETER DONNELLON-LETER OF DISAPPROVAL.doc

[redacted]

LEX/EAS

TOY-RQ-05D-00000094

Printed by LRico 05/10/00 05:04:54 PM

Case Report - 200005010851

Customer/Caller Summary:

Customer Name/Address: [redacted]
Farmingville, NY [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

RECEIVED
MAY 10 2000
LEGAL DEPT

Case Summary:

Case Title:	Technical; Component/System Operation; Engine; Other
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Please Specify
Coding Type:	Inquiry/Request
Category:	Technical
Problem Area:	Component/System Operation
Component:	Engine
Condition:	Other
VIN:	N/A
Dofu:	N/A
Current Miles:	N/A
Incident Miles:	N/A
Model Year:	1999
Model Name:	GS 300
Region:	Eastern
District:	2
Dealer 1:	Lexus Of Smithtown, 63103
Selling Dealer:	N/A

Case History:

Customer Seeks: A representative from Lexus to inspect vehicle
CAC Stated:

*** PHONE LOG 05/01/00 11:45:16 AM KRotola330
Customer requested Lexus to inspect vehicle because he felt vehicle accelerated unitentionally

*** NOTES 05/09/2000 10:16:31, by KROTOLA330
On 5/2/00 Lyle Scalzo, area FTS inspected the vehicle and could not duplicate nor verify customers allegation of "unintened acceleration"

*** CASE CLOSE 05/09/00 10:17:08 AM KRotola330
FTS inspected vehicle

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	05/01/00 11:38:23 AM	KRotola330	Contact = [redacted], Priority = Customer, Status = Action CAC.
Phone Log	05/01/00 11:45:16 AM	KRotola330	Start = 05/01/00 11:38:23 AM, End = 05/01/00 11:45:16 AM, Contact = [redacted]
Notes	05/09/00 10:16:31 AM	KRotola330	Log notes.
Case Close	05/09/00 10:17:08 AM	KRotola330	Status = Closed, Resolution Code = Full, State = Open.

CAT REGION

[redacted]

Case Report - 200308271595

Customer/Caller Summary:

Customer Name/Address: [redacted]
Silver Spring, MD [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Potential Arbitration; Abnormal Condition; Auto Transmission; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Potential Arbitration
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Driving Response
VIN:	4T1BE30K63U[redacted]
Dofu:	05/24/2003
Current Miles:	1023
Incident Miles:	1023
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	C
Dealer 1:	355 Toyota, 19057
Selling Dealer:	355 Toyota, 19057

Case History:

Customer Seeks:	to address concerns with accelerator and document concerns with dlr service
CAC Stated:	ncr apol, ncr adv cust region will contact in 3 bus days concerning acceleration concern since cust already been to dlr several times.

*** PHONE LOG 08/27/2003 04:07:07 PM AHeydon
PA- no previous file# cust sts he is having concerns with veh. cust sts veh is accelerating at infrequent intervals. cust sts when you take foot off of accelerator, veh stays at same speed and then decelerates. cust sts dlr has inspected veh and dlr unable to duplicate. cust sts he has taken veh to dlr 10x's. cust sts interior on driver's side there is a piece of plastic that is missing. cust sts motor was returned dirty.

*** NOTES 08/27/2003 04:07:07 PM AHeydon
cust sts the 3rd time at dlr he had to wait 6 hours for rprs and veh was returned dirty. cust sts he spoke to richard at dlr and he adv that he does not give anything out to cover errors. cust sts Jeremy at dlr adv he does not want to clean veh any longer. cust sts he was also sold a demo and not a brand new veh. cust sts no one at dlr knew of fax# for president or name of president of toyo. cust sts he does not want to deal with dlr any longer.

*** NOTES 08/29/03 11:53:23 AM cat6
Attempted to contact customer. Left msg with female at number for return call to discuss concerns.

*** NOTES 08/29/2003 02:22:27 PM TChaiteerapinyo
Lemon Law case created 8/29. Case # 200308291128.

*** NOTES 09/02/2003 01:05:47 PM ECampos
cust c/b sts sks to speak to AHeydon. ncr adv AHeydon is not avail. cust sts veh is unsafe & would like to have iss resolved as soon as possible. ncr apol & adv will contact region & c/b. ncr contacted CAT6 debbie simons who adv contacted cust & is trying to schedule dspm meeting. sts will contact cust when time & date is set. ncr adv will contac cust & adv accordingly. ncr contacted cust & adv meeting is being scheduled w/ dspm. >>>

*** NOTES 09/02/2003 01:16:44 PM ECampos
===OUTGOING CALL===ncr contact cust & adv meeting is being set up by region rep debbie simons. ncr adv cust will be contacted when meeting time & date has been set. cust sts does not want to meet @ dlr. sts would like to note that meeting should happen soon b/c veh is not safe. ncr adv will note comments.

*** NOTES 09/03/03 12:57:24 PM cat6
9/2/03 spk to cust at length in regards to vehicle accelerating when accelerator pedal not pushed. Dlr

has not been able to duplicate customer's concern. Adv cust can schedule DSM inspection of vehicle but cust does not wish to return to 355 Toyota or Darcars Toyota. Advised customer that DSM would be scheduled end of September but would call back with date and time. Also adv cust if he wishes could take to another dlr for inspection if he could duplicate concern.

*** NOTES 09/08/2003 04:49:17 PM DDavidson
cust c/b to find out status on his case. ncr apol and adv that case was open to the region and that he would be scheduled for a DSM inspection. cust sts that fls veh is unsafe and should be inspected sooner. cust sts he wants another veh. ncr adv cust that veh would need to be inpected by DSM before region would determine if veh should be re-aquired by toy. ncr briefly explained arb and adv cust to complete arb papers and send them in if he wants veh re-aquired prior>>>

*** NOTES 09/08/2003 04:49:53 PM DDavidson
<<<region approval. cust sts did not receive arb papers. ncr adv that arb papers have been faxed to (301) 598-3983.

*** NOTES 09/08/2003 05:08:44 PM AHeydon
ATF- ncr received faxes from cust. fax includes 5 pages.

*** NOTES 09/12/03 01:17:52 PM cat6
Spk to customer who advised wishes address of [redacted] Advised customer needed to call dlrship. Cust also not happy that sold a demo with dirty engine. Adv customer that had to deal with dlr for demo concern and dirty engine concern as this was a dealer/customer issue. As far as meeting with DSM advi customer that as soon as received date and time from DSM would call customer to advise.

*** NOTES 09/24/2003 11:00:53 AM TOhira
ATF letter dated 8/27/03 rcvd 9/8/03 - CUst sts they overlooked sending copies of lemon law to Toy as stated on pg 27 of owner's warr rights notification book. Cust sts has spent too much time at dlr trying to repair veh and no longer wants veh repaired. NCR handed letter to CJamison.

*** NOTES 09/25/2003 04:13:38 PM APowe
ATF/Fax dtd-8/25/03, rcvd by CAC 9/8/03 and ncr 9/25/03. Cust dissat with vehicle-Duplicate letter. Cust pursuing lemon law.

*** CASE CLOSE 09/26/03 11:57:39 AM cat6
Customer pursuing Lemon Law. For further updates on file please refer to 200308271595.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	09/08/2003 04:49:17 PM	DDavidson	Log notes.
Notes	09/08/2003 04:49:53 PM	DDavidson	Log notes.
Notes	09/08/2003 05:08:43 PM	AHeydon	Log notes.
Notes	09/12/2003 01:17:52 PM	cat6	Log notes.
Create	08/27/2003 03:16:55 PM	AHeydon	Contact = [redacted] Priority = Customer, Status = Action CAC.
Modify	08/27/2003 04:07:07 PM	AHeydon	into WIP default and Status of Action CAC.
Phone Log	08/27/2003 04:07:07 PM	AHeydon	Start = 08/27/2003 03:16:55 PM, End = 08/27/2003 04:07:07 PM, Contact = [redacted]
Notes	08/27/2003 04:07:07 PM	AHeydon	Log notes.
Dispatch	08/27/2003 04:07:14 PM	AHeydon	Action Region to CAT
Chg Status	08/27/2003 04:07:14 PM	AHeydon	Case sent to region: CAT
Accept	08/28/2003 06:20:04 AM	cat6	from Queue CAT to WIP Potential Arbitration.
Notes	08/29/2003 11:53:23 AM	cat6	Log notes.
Notes	08/29/2003 02:22:27 PM	TChaiteerapiny	Log notes.
Notes	09/02/2003 01:05:47 PM	ECampos	Log notes.
Notes	09/02/2003 01:16:44 PM	ECampos	Log notes.
Notes	09/24/2003 11:00:53 AM	TOhira	Log notes.
Notes	09/03/2003 12:57:24 PM	cat6	Log notes.
Notes	09/25/2003 04:13:38 PM	APowe	Log notes.
Case Close	09/26/2003 11:57:39 AM	cat6	Status = Closed, Resolution Code = Full, State = Open.

Case Report - 200309301058

Customer/Caller Summary:

Customer Name/Address: [redacted]
Silver Spring, MD [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Sales/New Purchase; Negotiations/Pricing; Misleading/Incorrect Veh Info; Not App
Case Type:	General
Contact Method:	Survey
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Sales/New Purchase
Problem Area:	Negotiations/Pricing
Component:	Misleading/Incorrect Veh Info
Condition:	Not Applicable
VIN:	4T1BE30K63U[redacted]
Dofu:	05/24/2003
Current Miles:	0
Incident Miles:	0
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	C
Dealer 1:	355 Toyota, 19057
Selling Dealer:	355 Toyota, 19057

Case History:

Customer Seeks:	doc concerns
CAC Stated:	ncr called cust & l/m for cust w/ his wife. ncr adv cust of case # & cac phone for f/u. ncr sent IN20S letter.

*** PHONE LOG 09/30/2003 02:36:28 PM JSpencer
CUST PRODUCT SURVEY
cust didn't fill out survey but enclosed 2 letters, 1st addressed to cac, 2nd addressed to Mr. Funo. cust sts when he purhcased veh he was adv that it was new even thoug it had 800 miles on it. cust sts darcars toy adv that veh was most likely a demo model b/c of the mileage. cust sts he was not adv of this at time of sale. cust sts when veh was brought out it was very dirty.

*** NOTES 09/30/2003 02:36:28 PM JSpencer
cust sts he took veh home b/c he had been at dlr for 5 hrs & decided he would wash it himself. cust sts next day he opened hood & sts engine was filthy. cust sts took veh back to dlr & spoke to jeremy at dlr who adv would personally see that the engine was cleaned. cust sts he waited 5 hrs for the engine to be cleaned but it was still dirty when he p/u. cust sts he has also had some issues w/ the performance of the veh.

*** NOTES 09/30/2003 02:38:03 PM JSpencer
cust sts that the accelerator will stick & the brakes are very spongy. cust sts they tires don't gripw/ authority & he has slid at stops. cust sts he has brought veh to dlr 6x for various issues but still hasn't rcvd satisfaction.

*** NOTES 09/30/2003 02:42:22 PM JSpencer
ncr called cust & l/m for cust w/ his wife. ncr adv cust of case # & cac phone for f/u.
NEXT REP-if cust c/b probe for what cust is seeking & handle sls concern accordingly.

*** CASE CLOSE 09/30/2003 02:42:40 PM JSpencer
ncr called cust & l/m for cust w/ his wife. ncr adv cust of case # & cac phone for f/u. ncr sent IN20S letter.

*** NOTES 09/30/2003 03:04:58 PM CShankel
cust reqeusting to speak w/jay. ncr apol & adv jay unavail & offerred to assist. cust calling to sts wants a new veh or compensation for trouble. ncr apol & adv must pursue directly w/dlr or pursue outside of toy.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	09/30/2003 02:26:57 PM	JSpencer	Contact = [redacted] Priority = Customer, Status = Action CAC.
Modify	09/30/2003 02:36:28 PM	JSpencer	into WIP default and Status of Action CAC.
Phone Log	09/30/2003 02:36:28 PM	JSpencer	Start = 09/30/2003 02:26:57 PM, End = 09/30/2003 02:36:28 PM, Contact = [redacted]
Notes	09/30/2003 02:36:28 PM	JSpencer	Log notes.
Notes	09/30/2003 02:38:03 PM	JSpencer	Log notes.
Modify	09/30/2003 02:39:08 PM	JSpencer	into WIP default and Status of Action CAC.
Notes	09/30/2003 02:42:22 PM	JSpencer	Log notes.
Modify	09/30/2003 02:42:35 PM	JSpencer	into WIP default and Status of Action CAC.
Case Close	09/30/2003 02:42:40 PM	JSpencer	Status = Closed, Resolution Code = Full, State = Open.
Notes	09/30/2003 03:04:58 PM	CShankel	Log notes.

Case Report - 200308291128

Customer/Caller Summary:

Customer Name/Address: [redacted]
Silver Spring, MD [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Driving Response
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Driving Response
VIN:	4T1BE30K63U[redacted]
Dofu:	05/24/2003
Current Miles:	1023
Incident Miles:	1023
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	C
Dealer 1:	355 Toyota, 19057
Selling Dealer:	355 Toyota, 19057

Case History:

Customer Seeks: Final Repair Attempt.
CAC Stated: CAT will follow up with customer.

*** PHONE LOG 08/29/2003 02:21:54 PM TChaiteerapinyo
= = = LEMON LAW = = = Received via certified mail 8/29 at South campus. Cust sts cncrn(ed) with Auto Transmission - driving response , Brake system - inoperative. 2 repair attempts - issues still exist. Cust doesn't state their position regarding this concern - general coding used -

*** NOTES 09/02/03 01:37:01 PM cat6
Acknowledgement letter to customer.

*** NOTES 09/24/2003 11:07:18 AM EStaples
Identical doc rcvd 9/8 - ATF.

*** NOTES 10/07/03 01:41:09 PM cat6
Denial package sent to DR for review.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	10/07/2003 01:41:09 PM	cat6	Log notes.
Create	08/29/2003 02:06:09 PM	TChaiteerapiny	Contact = [redacted], Priority = Lemon Law, Status = Action CAC.
Phone Log	08/29/2003 02:21:54 PM	TChaiteerapiny	Start = 08/29/2003 02:06:09 PM, End = 08/29/2003 02:21:54 PM, Contact = [redacted]
Dispatch	08/29/2003 02:21:55 PM	TChaiteerapiny	Action Region to CAT
Chg Status	08/29/2003 02:21:55 PM	TChaiteerapiny	Case sent to region: CAT
Accept	09/02/2003 06:06:24 AM	cat6	from Queue CAT to WIP Lemon Law.
Notes	09/02/2003 01:37:01 PM	cat6	Log notes.
Notes	09/24/2003 11:07:18 AM	EStaples	Log notes.

FILE START

Case Report - 200403170940

Customer/Caller Summary:

Customer Name/Address: [redacted]
Aliquippa, PA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Product Quality/Reliability; Suspension System; Noise/Vibration
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Please Specify
Coding Type:	Complaint
Category:	Product
Problem Area:	Product Quality/Reliability
Component:	Suspension System
Condition:	Noise/Vibration
VIN:	4T1BE32K03U[redacted]
Dofu:	09/01/2003
Current Miles:	0
Incident Miles:	0
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	H
Dealer 1:	Andretti Airport Toyota, 37159
Selling Dealer:	Andretti Airport Toyota, 37159

Case History:

Customer Seeks: Repurchase/Replacement
CAC Stated: Region will process case as per PA LL policy

*** PHONE LOG 03/17/04 01:35:05 PM cat3
*** LEMON LAW***

Recieved demand letter from attorney on 2/14/04. Acknowledgement letter sent to attorney on 2/24/04.
Requested RO's from dealer.

*** NOTES 03/17/04 01:36:15 PM cat3
Review package sent to TMS 3/9/04.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	03/17/2004 01:31:57 PM	cat3	Contact = [redacted], Priority = Customer, Status = Action Region.
Phone Log	03/17/2004 01:35:05 PM	cat3	Start = 03/17/04 01:31:57 PM, End = 03/17/04 01:35:05 PM, Contact = [redacted].
Dispatch	03/17/2004 01:35:17 PM	cat3	Action Region.
Chg Status	03/17/2004 01:35:18 PM	cat3	Case sent to region: CAT
Notes	03/17/2004 01:36:15 PM	cat3	Log notes.
Accept	03/17/2004 01:36:27 PM	cat3	from Queue CAT to WIP Lemon Laws.

Case Report - 200401300766

Customer/Caller Summary:

Customer Name/Address: [redacted]
Aliquippa, PA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Driveability; Noise/Vibration
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Driveability
Condition:	Noise/Vibration
VIN:	4T1BE32K03U[redacted]
Dofu:	09/01/03
Current Miles:	1700
Incident Miles:	1700
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	H
Dealer 1:	Andretti Airport Toyota, 37159
Selling Dealer:	Andretti Airport Toyota, 37159

Case History:

Customer Seeks: to file arbitration
CAC Stated: ncr apol, adv cust on arb process, adv cust eta for ppwk 7-10 bus days. ncr gave case #

*** PHONE LOG 01/30/2004 11:40:15 AM dmoore
ARB
PREV CASE # 200310310087
wife [redacted] calling sts veh pulls left and gets alot of noise coming from rear of veh. cust sts veh has been to dlr numerous times, has spoken to crm and to dspm who advd nothing wrong w/ veh and feels was rude to her and her husband.

*** NOTES 02/02/2004 09:23:42 AM WSamuels
Arb.ppwk sent to this cust. via lst class mail dated 2/2/04. Allow 7-10 b/d for ppwk to arrive.

*** CASE CLOSE 02/13/04 07:02:22 AM cat3
Customer wishes to pursue arbitration, DSPM notified.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	02/13/04 07:02:22 AM	cat3	Status = Closed, Resolution Code = Full, State = Open.
Create	01/30/04 11:20:57 AM	dmoore	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	01/30/04 11:40:15 AM	dmoore	into WIP default and Status of Action CAC.
Phone Log	01/30/04 11:40:15 AM	dmoore	Start = 01/30/2004 11:20:57 AM, End = 01/30/2004 11:40:15 AM, Contact = [redacted]
Dispatch	01/30/04 11:40:15 AM	dmoore	Action Region to CAT
Chg Status	01/30/04 11:40:15 AM	dmoore	Case sent to region: CAT
Accept	02/02/04 06:03:50 AM	cat3	from Queue CAT to WIP Arbitration Request.
Notes	02/02/04 09:23:42 AM	WSamuels	Log notes.

Case Report - 200310310087

Customer/Caller Summary:

Customer Name/Address: [redacted]
Aliquippa, PA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Rear Springs/Shocks- Suspension; Noise/Vibration
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Rear Springs/Shocks- Suspension
Condition:	Noise/Vibration
VIN:	4T1BE32K03U[redacted]
Dofu:	09/01/03
Current Miles:	1700
Incident Miles:	1700
Model Year:	2003
Model Name:	Camry
Region:	CAT
District:	H
Dealer 1:	Andretti Airport Toyota, 37159
Selling Dealer:	Andretti Airport Toyota, 37159

Case History:

Customer Seeks: to have veh repaired to satisfaction.
CAC Stated: ncr apol adv cust of reg contact in 3 bus days. gave case #

*** PHONE LOG 10/31/2003 07:08:41 AM GTravis
cust wife caller [redacted] st bought camry se in sept for repair twice in 2 weeks. noise in back of car. sts pulls left and bumpy ride. cust sts dlr alligned. cust sts already spoke to CRM sts crm adv cust to call NCR. cust sts dlr adv veh need to be worn in. cust sts no problems early. cust sts crm adv cust to call NCR and elevate to region.

*** NOTES 11/07/2003 12:33:59 PM RWright
CUST C/B sts that she has not heard from anybody yet.sts is disappointed b/c no one is respond to req for assist.ncr apol then req to HOLD to rvw case.OUTGOING - ncr attempted contact w/Debbie Wojcik @ 410-787-8044,no answer(All Day Siminar)l/m to adv that cust seeking c/b for assist.ncr prov case#.CUST:ncr adv cust of prev noted.cust satis.

*** NOTES 11/07/03 12:51:52 PM cat3
Regiion spoke to customer, she advised she hears a noise when driving over rough road surfaces and vehicle pulls left when driving on crowned roads. Cust stated Dlr replaced part of strut but noise still present. Cust stated dlr is going to set appt with DSPM to look at vehicle on his next visit. Region advised cust they will check with dlr and be sure tech at rgion invilved w/diagostic.

*** CASE CLOSE 11/21/03 06:49:34 AM cat3
Customer working with dealer to have DSPM appt. set for next visit.

*** NOTES 12/01/2003 10:08:43 AM dmoore
cust c/b sts has not heard anything from toy, sks status on case. cust sts spoke w/ lisa who was supposed to f/u w/ her. ncr apol, adv cust to contact serv mgr or crm at dlr as dspm is supposed to inspect veh. cust sts is very disappointed that no one has f/u and no one seems to know when dspm will be coming to look at veh. ncr apol, adv cust will doc

*** NOTES 01/30/2004 11:40:34 AM dmoore
cust c/b sts dspm came out to look @ veh, he was very rude to them and used some sexist language. cust sts dspm refused to ride in veh w/ them. cust sts dspm advd that nothing was wrong w/ veh. ncr apol, adv cust next step is arb, cust understood. ncr opening new case for arb

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Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/31/03 06:58:32 AM	GTravis	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	10/31/03 07:08:41 AM	GTravis	into WIP default and Status of Action CAC.
Phone Log	10/31/03 07:08:41 AM	GTravis	Start = 10/31/2003 06:58:32 AM, End = 10/31/2003 07:08:41 AM, Contact = [redacted].
Dispatch	10/31/03 07:08:42 AM	GTravis	Action Region to CAT
Chg Status	10/31/03 07:08:42 AM	GTravis	Case sent to region: CAT
Case Close	11/21/03 06:49:34 AM	cat3	Status = Closed, Resolution Code = Full, State = Open.
Accept	11/03/03 06:18:02 AM	cat3	from Queue CAT to WIP Potential Arbitration.
Notes	12/01/03 10:08:43 AM	dmoore	Log notes.
Notes	11/07/03 12:33:59 PM	RWright	Log notes.
Notes	11/07/03 12:51:52 PM	cat3	Log notes.
Notes	01/30/04 11:40:34 AM	dmoore	Log notes.

[redacted]

CORRESPONDENCE

TOY-RQ-05D-00000107

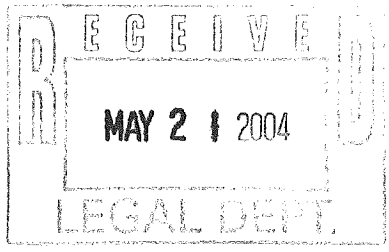
DIGESTIVE HEALTH/ 2004-07-36717
[redacted]/STATE FARM CLAIM

TOY-RQ-05D-00000108

EDWARD L. JOHNSON P.C.

1249 Washington Boulevard
Suite 2900
Detroit, Michigan 48226

Phone 313.965.6277
Fax 313.956.6278
edwardljohnson5@aol.com



MAY 18, 2004

Toyota Motor Co., USA
Attn. Department A107
19001 South Western Ave.
P.O. Box 2991
Torrance, CA 90509

Re: Claim Number: 22-A094-636
D/O/L: November 20, 2003
Insured: Digestive Health Associates
VIN: JTHB30G720[redacted]

To Whom It May Concern:

Please be advised that I represent State Farm Mutual Insurance Company regarding the above loss.

Our investigation reveals that your company is legally responsible for the damage incurred by my client. Consequently, we are looking to you for the settlement of this matter in full.

If you have insurance to cover your legal liability at the time of the above loss, please contact me with the name of that insurance carrier and the corresponding policy number. In addition, I ask that you please forward this correspondence to your insurance carrier.

We would like to avoid the necessity of legal action regarding this matter. Therefore, please contact me within the next ten (10) days so that further difficulties may be circumvented.

Thank you for your anticipated cooperation and attention regarding this matter.

Very truly yours,

[redacted]

EDWARD L. JOHNSON

cc: Team 2

[redacted]

EASTERN REGION

[redacted]

TOY-RQ-05D-00000110

L'ABBATE, BALKAN, COLAVITA & CONTINI, L.L.P.
ATTORNEYS AT LAW

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ONE BATTERY PARK PLAZA
NEW YORK, NY, 10004
TELEPHONE: 212.825.6900
FACSIMILE: 212.825.0657

James S. Montano
Associate
jmontano@lbcclaw.com

Writer's Extension 6110

June 8, 2004

RECEIVED
JUN 14 2004
LEGAL DEPT.

VIA CERTIFIED MAIL, R.R.R.

Mr. Carmine Demao
LEXUS OF ENGLEWOOD
53-59 Engle Street
Englewood, NJ 07631

RE: *2004 Lexus ES330*
VIN Nos.: JTHBA30G345[redacted]
JTHBA30G940[redacted]

Dear Mr. Demao:

As you are aware, the above referenced vehicle with VIN number ending [redacted] was purchased by me from your dealership on March 20, 2004 with a down payment of $9,000 in cash. At the time of purchase I was provided with an inspection certificate stamped by the factory, signed in the port and signed by the diagnostic specialist, service manager and sales consultant at Lexus of Englewood. This certificate insured that the vehicle's exterior had been inspected not only by the port but also by Lexus of Englewood and was certified to be in excellent condition. As you are aware, it was determined by simple visual inspection post-sale that this vehicle's right front passenger door had been damaged and repainted prior to sale. Not only was this fact not disclosed to me at the time of sale, but the dealership affirmatively certified to the contrary. In an effort to work with your dealership, I agreed not to litigate this matter solely on the condition that I be provided with a brand new, undamaged, fully operational 2004 Lexus ES330 without defects.

After approximately one month, I was notified by your dealership that a new Lexus purporting to meet my criteria and bearing VIN number ending in [redacted] was ready for pickup. I then returned the Lexus with VIN number ending with number [redacted] to your dealership with approximately 2,500 miles on it. At the time of return, that vehicle was operating without mechanical defects and the VVTI had both adapted to my driving style and had fully responsive smooth acceleration.

Upon dropping off this vehicle I picked up the above referenced vehicle with VIN number ending in [redacted] and made my first monthly payment of $575 to the dealership. At that time I was assured that this payment would be forwarded to Lexus Financial Services and that there would be no problem with the loan resulting from the switching of vehicles. As you are aware, this was not the case and thirty days later, I was notified by Lexus Financial Services that your dealership had never forwarded my payment and that they would be turning me over to collections.

After driving the second Lexus for approximately one week, I noticed that the car had significantly more wind noise than the first car had. In addition, when it rained, there was significant water noise within the door well. When I brought the vehicle back to discuss these issues, I was told that there was nothing wrong with the vehicle and that I was simply finicky. This assessment was made by yourself and John Lamondo without so much as a test drive of the vehicle. In addition, you yourself stated that you would rather return my money rather than have to deal with me further. At that time, I informed Mr. Lamondo (whom, I was informed, was the manager of service) that the VVTI technology on the second car was not responding as the first car had. Mr. Lamondo at that time dismissed my concerns without a test drive and told me to continue driving the car until the 1000 mile service.

Over the next two weeks I continued to drive the car without any improvement in acceleration or wind noise. In addition, the rain-sensing windshield wipers failed as well. This was evidenced by the fact that the windshield wipers would not turn on on occasions when it rained and would turn on on occasions when it was not raining. In addition to a lack of acceleration, the gas pedal had resistance similar to the driving of a truck on occasion and a vibration developed throughout the car.

When I brought the car in for the 1000 mile service, it was left at the dealership for over an hour. At the end of that time, I learned that the dealership had not taken the car for a test drive to address the VVTI or wind noise issues. As for the windshield wipers, it was admitted by the service department that they were not operating correctly though I was told that they did not have the time to fix them.

During all of these problems, I was repeatedly informed by Jim Cillo that I should deal with him and that Lexus of Englewood would resolve these problems to "a 100% customer satisfaction". Thereafter, I contacted Mr. Cillo and gave the dealership one more opportunity to fix the problems with the car. I offered to drop off the car to Lexus of Englewood and accept a loaner for the time it would take to fully repair all problems with the vehicle. Mr. Cillo informed me that Mr. Lamondo had refused my offer and would not provide a loaner car. I was told that I would have to come back to the dealership for a sixth time. In addition, I was told that Mr. Lamondo would not meet with me on a Saturday thus forcing me to lose yet another day of work. At that time, I informed Mr.

Cillo that I considered Lexus of Englewood to be in breach of our agreement and demanded a full refund of all monies paid to Lexus in the amount of $10,001.50. After three weeks with no return phone call from Mr. Cillo I again contacted your dealership to determine if this matter could be resolved. At that time, I was told by Mr. Cillo that he had not even approached you with my demand. I reiterated my demand and requested that the dealership call me back with an answer by June 4, 2004. The only response I received by that date was a phone call from Mr. Cillo stating that he would no longer be dealing with this problem and that you had requested that I deal with you directly. This letter is being drafted to your attention pursuant to that request.

As of the writing of this letter, I have now been in contact with Lexus and made approximately 16 attempts to resolve these matters. This will serve as my final request that you contact me at the above number so that these matters can be resolved without litigation. You are also hereby advised to retain all records relating in any way to the vehicles bearing VIN numbers JTHBA30G345[redacted] and JTHBA30G940[redacted] respectively. These documents include but are not limited to any documents relating to the manufacture, transportation to port, transportation from port to the dealership, sales, financial documents, repairs or alterations to either of the vehicles and any notes, memoranda or correspondence written or computerized relating to any of the matters discussed in this letter, either received by or drafted by Lexus of Englewood. In addition, you are further advised to retain the vehicle bearing VIN No. JTHBA30G345[redacted] in the same condition as it was received by the dealership upon my return of it without any modifications or changes being made. Any such modifications or changes to the vehicle are likely to be seen by a court of law as spoliation of evidence. If your dealership has already transferred that vehicle to another party, you are hereby advised to maintain copies of all documents relating in any way to that transfer, as well as the identities of all parties within that chain of transfer including but not limited to the identities of any wholesalers and/or ultimate consumers. This includes the retention of all copies of all documents relating to that transfer, including but not limited to, notes, correspondence, memoranda, financial documents, inspection documents, odometer statements, disclosure statements and sales documents.

As it appears that Mr. Cillo has not notified you of the last several attempts to resolve this matter, and per your request that I deal with you directly, I will agree to hold off filing suit in this matter pending a final attempt to resolve this matter between us.

LB&C

I look forward to hearing from you at the above number in that regard.

Very truly yours,

L'ABBATE, BALKAN, COLAVITA
& CONTINI, L.L.P.

[redacted]

JSM:rts
CC: Kavena Deocampo, Lexus Customer Satisfaction
(via facsimile and Cert. Mail, R.R.R.)
Lexus Legal Department (via Certified mail, R.R.R.)
Richard Karsian, General Manager, Lexus of Englewood
(via Certified mail, R.R.R.)

LB&C

FILE START

Case Report - 200410191365

Customer/Caller Summary:

Customer Name/Address: [redacted]
Point Pleasant, NJ [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Engine- Powertrain; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Driving Response
VIN:	4T1BF32KX3U[redacted]
Dofu:	05/31/03
Current Miles:	23000
Incident Miles:	23000
Model Year:	2003
Model Name:	Camry
Region:	New York
District:	05
Dealer 1:	Gateway Toyota, 29092
Selling Dealer:	Gateway Toyota, 29092

Case History:

Customer Seeks: money back for price of veh.
CAC Stated: ncr apol and adv cust that the paperwork should arrive in 7-10 bus days. ncr adv of the 40 day NCDS time frame.

*** PHONE LOG 10/19/2004 04:18:05 PM RAbola
ARB
PREVIOUS FILE # 200410181085
cust has taken veh to dlr 6x for the engine hesitation and acceleration issue. cust last took veh to dlr on 9/24/04 and was adv that they did not find any computer codes and could not duplicate the issue.

*** NOTES 10/19/2004 04:18:44 PM RAbola
ncr faxed arb paperwork to cust's day # (also fax #) @ 4:12pm pst.

*** CASE CLOSE 10/20/04 06:23:34 AM ny5
Region close - Case assigned to FTS - t. senneca and cc: DPSM - j. summers and CRC - a.yuen

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Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/19/04 03:57:23 PM	RAbola	Contact = [redacted] Priority = Customer, Status = Action CAC.
Modify	10/19/04 04:17:50 PM	RAbola	into WIP default and Status of Action CAC.
Modify	10/19/04 04:18:05 PM	RAbola	into WIP default and Status of Action CAC.
Phone Log	10/19/04 04:18:05 PM	RAbola	Start = 10/19/2004 03:57:23 PM, End = 10/19/2004 04:18:05 PM, Contact = [redacted]
Notes	10/19/04 04:18:44 PM	RAbola	Log notes.
Dispatch	10/19/04 04:18:49 PM	RAbola	Action Region to New York
Chg Status	10/19/04 04:18:49 PM	RAbola	Case sent to region: New York
Yanked	10/20/04 06:23:03 AM	ny5	Case grabbed from RAbola to ny5's default WipBin.
Chg Status	10/20/04 06:23:03 AM	ny5	Action Region
Case Close	10/20/04 06:23:34 AM	ny5	Status = Closed, Resolution Code = Full, State = Open.

Case Report - 200410191365

Customer/Caller Summary:

Customer Name/Address: [redacted]
Point Pleasant, NJ [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Engine- Powertrain; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Driving Response
VIN:	4T1BF32KX3U[redacted]
Dofu:	05/31/03
Current Miles:	23000
Incident Miles:	23000
Model Year:	2003
Model Name:	Camry
Region:	New York
District:	05
Dealer 1:	Gateway Toyota, 29092
Selling Dealer:	Gateway Toyota, 29092

Case History:

Customer Seeks: money back for price of veh.
CAC Stated: ncr apol and adv cust that the paperwork should arrive in 7-10 bus days. ncr adv of the 40 day NCDS time frame.

*** PHONE LOG 10/19/2004 04:18:05 PM RAbola
ARB
PREVIOUS FILE # 200410181085
cust has taken veh to dlr 6x for the engine hesitation and acceleration issue. cust last took veh to dlr on 9/24/04 and was adv that they did not find any computer codes and could not duplicate the issue.

*** NOTES 10/19/2004 04:18:44 PM RAbola
ncr faxed arb paperwork to cust's day # (also fax #) @ 4:12pm pst.

*** CASE CLOSE 10/20/04 06:23:34 AM ny5
Region close - Case assigned to FTS - t. senneca and cc: DPSM - j. summers and CRC - a.yuen

---

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/19/04 03:57:23 PM	RAbola	Contact = [redacted] Priority = Customer, Status = Action CAC.
Modify	10/19/04 04:17:50 PM	RAbola	into WIP default and Status of Action CAC.
Modify	10/19/04 04:18:05 PM	RAbola	into WIP default and Status of Action CAC.
Phone Log	10/19/04 04:18:05 PM	RAbola	Start = 10/19/2004 03:57:23 PM, End = 10/19/2004 04:18:05 PM, Contact = [redacted]
Notes	10/19/04 04:18:44 PM	RAbola	Log notes.
Dispatch	10/19/04 04:18:49 PM	RAbola	Action Region to New York
Chg Status	10/19/04 04:18:49 PM	RAbola	Case sent to region: New York
Yanked	10/20/04 06:23:03 AM	ny5	Case grabbed from RAbola to ny5's default WipBin.
Chg Status	10/20/04 06:23:03 AM	ny5	Action Region
Case Close	10/20/04 06:23:34 AM	ny5	Status = Closed, Resolution Code = Full, State = Open.

Case Report - 200410181085

Customer/Caller Summary:

Customer Name/Address: [redacted]
Point Pleasant, NJ [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Potential Arbitration; Abnormal Condition; Throttle Body- Engine; Other-Please S
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Potential Arbitration
Problem Area:	Abnormal Condition
Component:	Throttle Body- Engine
Condition:	Other-Please Specify
VIN:	4T1BF32KX3U[redacted]
Dofu:	05/31/03
Current Miles:	23000
Incident Miles:	23000
Model Year:	2003
Model Name:	Camry
Region:	New York
District:	05
Dealer 1:	Gateway Toyota, 29092
Selling Dealer:	Gateway Toyota, 29092

Case History:

Customer Seeks: MONEY BACK FOR PRICE OF VEH.
CAC Stated: ncr created new case # for arb case.

*** PHONE LOG 10/18/2004 12:42:32 PM JWolfe
[redacted]husb calling, sts has had a reocurring problem and veh to dlr 5x. sts dlr first doc concern at 12/23/03. sts dlr was supposed to have a toyota rep contact him but has not heard from anyone. sts was dealing w/ svc mgr, Chuck Marone. sts has been stopped by the police b/c of concern. sts when at a low speed, there is a little hesitation and then accelerator takes off. sts problem is unpredictable. sts is now afraid to drive veh. sts senior tech was in veh at last==>>

*** NOTES 10/18/2004 12:42:33 PM JWolfe
<<<===inspect. sts fls dlr has tried all they can to fix veh and they have not been successful. ncr placed cust on hold and contacted Chuck Marone who advd per numerous dlr inspect seems to be no abnormal operation in veh. sts ECM was recalibrated per TSB. sts cust drove another camry and didn't fell concern. ncr thanked for info. cust sts has been very happy w/ dlr and Toyota product but is not happy w/ this veh.

*** NOTES 10/18/2004 12:44:14 PM JWolfe
**********THIS IS A PA CASE: NO PREV CASE #**********

*** SUBCASE 200410181085-1 CREATED 10/18/2004 04:18:24 PM RAbola

*** NOTES 10/19/2004 08:13:31 AM RAbola
OUTGOING DLR CALL
ncr called crm jackie terpay (jackie stanton) on this day @ 8:12am pst and left a voicemail, toll-free#, and case#.

*** NOTES 10/19/2004 11:07:05 AM RAbola
OUTGOING DLR CALL
ncr contacted crm jackie terpay @ 11:06pm pst and left a voicemail, toll-free#, and case#.

*** NOTES 10/19/2004 02:32:31 PM RAbola
OUTGOING DLR CALL
ncr called dlr svc mngr bryon masterson @ 2:09 pm pst. sts on 12-23-04 (r/o 273412-11,462 mi) veh at dlr for hesitation upon acceleration. sts dlr could not duplicate issue and found that veh was operating to

factory specifications. sts no TAS/DSPM involvement. sts on 8-26-04 (r/o 301189-21,695 mi) veh to dlr for jerking motion upon acceleration. sts veh ecm recalibrated under TSB (# unknown). sts no TAS/DSPM involvement. sts on 9-24-04>

*** NOTES 10/19/2004 02:33:04 PM RAbola
<(r/o 304894-23,111 mi) veh to dlr b/c veh surges at low speeds then accelerates. sts dlr checked for computer codes and found none. sts they also test drove veh and could not duplicate cust's issue. sts no TAS/DSPM involvement.

*** NOTES 10/19/2004 02:50:22 PM RAbola
OUTGOING CUST CALL
ncr contacted cust at the day # listed (2:46pm pst) and received a busy signal. ncr then called cust at the alt # listed (2:47pm pst) and spoke w/ cust's husband. cust's husband sts would like ncr to c/b the day # @ 3:30pm pst (6:30pm est). ncr understood.

*** NOTES 10/19/2004 04:09:36 PM RAbola
INCOMING CUST CALL
sts has taken veh to dlr 3 additional times (not documented in case-dates unknown). sts would just like concerns documented. cust sts does not want veh repaired and would just like his money back for the veh.

*** NOTES 10/19/2004 04:19:27 PM RAbola
INCOMING CUST CALL
(cont.)ncr created new ARB case # 200410191365.

*** CASE CLOSE 10/19/2004 04:19:58 PM RAbola
ncr created new case # for arb case.

*** SUBCASE 200410181085-1 CLOSED 10/19/2004 04:22:56 PM RAbola
ncr closing subcase.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/18/04 12:12:03 PM	JWolfe	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	10/18/04 12:15:55 PM	JWolfe	into WIP default and Status of Action CAC.
CPU Created	10/18/04 12:16:28 PM	JWolfe	Cust Prof Upd - Created for VIN: 4T1BF32KX3U[redacted], Customer: [redacted], [redacted] Point Pleasant, NJ [redacted]
Modify	10/18/04 12:42:32 PM	JWolfe	into WIP default and Status of Action CAC.
Phone Log	10/18/04 12:42:32 PM	JWolfe	Start = 10/18/2004 12:12:03 PM, End = 10/18/2004 12:42:32 PM, Contact = [redacted]
Notes	10/18/04 12:42:33 PM	JWolfe	Log notes.
Modify	10/18/04 12:43:24 PM	JWolfe	into WIP default and Status of Action CAC.
Modify	10/18/04 12:43:27 PM	JWolfe	into WIP default and Status of Action CAC.
Dispatch	10/18/04 12:43:40 PM	JWolfe	from WIP default to Queue Toyota Resolution Queue.
Rule Action	10/18/04 12:43:45 PM	ruleemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Notes	10/18/04 12:44:14 PM	JWolfe	Log notes.
Accept	10/18/04 04:16:38 PM	RAbola	from Queue Toyota Resolution Queue to WIP default.
Set Originato	10/18/04 04:16:50 PM	RAbola	Set Originator: by RAbola
Modify	10/18/04 04:17:07 PM	RAbola	into WIP default and Status of Action CAC.
Modify	10/18/04 04:17:14 PM	RAbola	into WIP default and Status of Action CAC.
Admin Subcase	10/18/04 04:18:24 PM	RAbola	Number = 200410181085-1, Created in WIP default with due date 10/19/2004 08:30:00 AM..
Notes	10/19/04 08:13:31 AM	RAbola	Log notes.
Notes	10/19/04 11:07:05 AM	RAbola	Log notes.
Notes	10/19/04 02:32:31 PM	RAbola	Log notes.
Notes	10/19/04 02:33:04 PM	RAbola	Log notes.
Notes	10/19/04 02:50:22 PM	RAbola	Log notes.
Notes	10/19/04 04:09:36 PM	RAbola	Log notes.
Modify	10/19/04 04:09:36 PM	RAbola	into WIP default and Status of Action CAC.
Notes	10/19/04 04:19:27 PM	RAbola	Log notes.
Modify	10/19/04 04:19:50 PM	RAbola	into WIP default and Status of Action CAC.
Case Close	10/19/04 04:19:58 PM	RAbola	Status = Closed, Resolution Code = Full, State = Open.
Subcase Close	10/19/04 04:22:56 PM	RAbola	Number = 200410181085-1, Status = Action CAC, Resolution Code = Full..

Case Report - 200410181085

Customer/Caller Summary:

Customer Name/Address: [redacted]
Point Pleasant, NJ [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Potential Arbitration; Abnormal Condition; Throttle Body- Engine; Other-Please S
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Potential Arbitration
Problem Area:	Abnormal Condition
Component:	Throttle Body- Engine
Condition:	Other-Please Specify
VIN:	4T1BF32KX3U[redacted]
Dofu:	05/31/2003
Current Miles:	23000
Incident Miles:	23000
Model Year:	2003
Model Name:	Camry
Region:	New York
District:	05
Dealer 1:	Gateway Toyota, 29092
Selling Dealer:	Gateway Toyota, 29092

Case History:

Customer Seeks: MONEY BACK FOR PRICE OF VEH.
CAC Stated: ncr created new case # for arb case.

*** PHONE LOG 10/18/2004 12:42:32 PM JWolfe
[redacted] husb calling, sts has had a reocurring problem and veh to dlr 5x. sts dlr first doc concern at 12/23/03. sts dlr was supposed to have a toyota rep contact him but has not heard from anyone. sts was dealing w/ svc mgr, Chuck Marone. sts has been stopped by the police b/c of concern. sts when at a low speed, there is a little hesitation and then accelerator takes off. sts problem is unpredictable. sts is now afraid to drive veh. sts senior tech was in veh at last==>>

*** NOTES 10/18/2004 12:42:33 PM JWolfe
<<<===inspect. sts fls dlr has tried all they can to fix veh and they have not been successful. ncr placed cust on hold and contacted Chuck Marone who advd per numerous dlr inspect seems to be no abnormal operation in veh. sts ECM was recalibrated per TSB. sts cust drove another camry and didn't fell concern. ncr thanked for info. cust sts has been very happy w/ dlr and Toyota product but is not happy w/ this veh.

*** NOTES 10/18/2004 12:44:14 PM JWolfe
**********THIS IS A PA CASE: NO PREV CASE #**********

*** SUBCASE 200410181085-1 CREATED 10/18/2004 04:18:24 PM RAbola

*** NOTES 10/19/2004 08:13:31 AM RAbola
OUTGOING DLR CALL
ncr called crm jackie terpay (jackie stanton) on this day @ 8:12am pst and left a voicemail, toll-free#, and case#.

*** NOTES 10/19/2004 11:07:05 AM RAbola
OUTGOING DLR CALL
ncr contacted crm jackie terpay @ 11:06pm pst and left a voicemail, toll-free#, and case#.

*** NOTES 10/19/2004 02:32:31 PM RAbola
OUTGOING DLR CALL
ncr called dlr svc mngr bryon masterson @ 2:09 pm pst. sts on 12-23-04 (r/o 273412-11,462 mi) veh at dlr for hesitation upon acceleration. sts dlr could not duplicate issue and found that veh was operating to

factory specifications. sts no TAS/DSPM involvement. sts on 8-26-04 (r/o 301189-21,695 mi) veh to dlr for jerking motion upon acceleration. sts veh ecm recalibrated under TSB (# unknown). sts no TAS/DSPM involvement. sts on 9-24-04>

*** NOTES 10/19/2004 02:33:04 PM RAbola
<(r/o 304894-23,111 mi) veh to dlr b/c veh surges at low speeds then accelerates. sts dlr checked for computer codes and found none. sts they also test drove veh and could not duplicate cust's issue. sts no TAS/DSPM involvement.

*** NOTES 10/19/2004 02:50:22 PM RAbola
OUTGOING CUST CALL
ncr contacted cust at the day # listed (2:46pm pst) and received a busy signal. ncr then called cust at the alt # listed (2:47pm pst) and spoke w/ cust's husband. cust's husband sts would like ncr to c/b the day # @ 3:30pm pst (6:30pm est). ncr understood.

*** NOTES 10/19/2004 04:09:36 PM RAbola
INCOMING CUST CALL
sts has taken veh to dlr 3 additional times (not documented in case-dates unknown). sts would just like concerns documented. cust sts does not want veh repaired and would just like his money back for the veh.

*** NOTES 10/19/2004 04:19:27 PM RAbola
INCOMING CUST CALL
(cont.)ncr created new ARB case # 200410191365.

*** CASE CLOSE 10/19/2004 04:19:58 PM RAbola
ncr created new case # for arb case.

*** SUBCASE 200410181085-1 CLOSED 10/19/2004 04:22:56 PM RAbola
ncr closing subcase.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/18/2004 12:12:03 PM	JWolfe	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	10/18/2004 12:15:55 PM	JWolfe	into WIP default and Status of Action CAC.
CPU Created	10/18/2004 12:16:28 PM	JWolfe	Cust Prof Upd - Created for VIN: 4T1BF32KX3U[redacted] Customer: [redacted] Point Pleasant, NJ [redacted].
Modify	10/18/2004 12:42:32 PM	JWolfe	into WIP default and Status of Action CAC.
Phone Log	10/18/2004 12:42:32 PM	JWolfe	Start = 10/18/2004 12:12:03 PM, End = 10/18/2004 12:42:32 PM, Contact = [redacted]
Notes	10/18/2004 12:42:33 PM	JWolfe	Log notes.
Modify	10/18/2004 12:43:24 PM	JWolfe	into WIP default and Status of Action CAC.
Modify	10/18/2004 12:43:27 PM	JWolfe	into WIP default and Status of Action CAC.
Dispatch	10/18/2004 12:43:40 PM	JWolfe	from WIP default to Queue Toyota Resolution Queue.
Rule Action	10/18/2004 12:43:45 PM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Notes	10/18/2004 12:44:14 PM	JWolfe	Log notes.
Accept	10/18/2004 04:16:38 PM	RAbola	from Queue Toyota Resolution Queue to WIP default.
Set Originato	10/18/2004 04:16:50 PM	RAbola	Set Originator: by RAbola
Modify	10/18/2004 04:17:07 PM	RAbola	into WIP default and Status of Action CAC.
Modify	10/18/2004 04:17:14 PM	RAbola	into WIP default and Status of Action CAC.
Admin Subcase	10/18/2004 04:18:24 PM	RAbola	Number = 200410181085-1, Created in WIP default with due date 10/19/2004 08:30:00 AM..
Notes	10/19/2004 08:13:31 AM	RAbola	Log notes.
Notes	10/19/2004 11:07:05 AM	RAbola	Log notes.
Notes	10/19/2004 02:32:31 PM	RAbola	Log notes.
Notes	10/19/2004 02:33:04 PM	RAbola	Log notes.
Notes	10/19/2004 02:50:22 PM	RAbola	Log notes.
Notes	10/19/2004 04:09:36 PM	RAbola	Log notes.
Modify	10/19/2004 04:09:36 PM	RAbola	into WIP default and Status of Action CAC.
Notes	10/19/2004 04:19:27 PM	RAbola	Log notes.
Modify	10/19/2004 04:19:50 PM	RAbola	into WIP default and Status of Action CAC.
Case Close	10/19/2004 04:19:58 PM	RAbola	Status = Closed, Resolution Code = Full, State = Open.
Subcase Close	10/19/2004 04:22:56 PM	RAbola	Number = 200410181085-1, Status = Action CAC, Resolution Code = Full..

Printed by WSamuels 02/08/2005 10:28:49 AM

Case Report - 200410191365

Customer/Caller Summary:

Customer Name/Address: [redacted]
Point Pleasant, NJ [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Engine- Powertrain; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Driving Response
VIN:	4T1BF32KX3U[redacted]
Dofu:	05/31/2003
Current Miles:	23000
Incident Miles:	23000
Model Year:	2003
Model Name:	Camry
Region:	New York
District:	05
Dealer 1:	Gateway Toyota, 29092
Selling Dealer:	Gateway Toyota, 29092

Case History:

Customer Seeks: money back for price of veh.
CAC Stated: ncr apol and adv cust that the paperwork should arrive in 7-10 bus days. ncr adv of the 40 day NCDS time frame.

*** PHONE LOG 10/19/2004 04:18:05 PM RAbola
ARB
PREVIOUS FILE # 200410181085
cust has taken veh to dlr 6x for the engine hesitation and acceleration issue. cust last took veh to dlr on 9/24/04 and was adv that they did not find any computer codes and could not duplicate the issue.

*** NOTES 10/19/2004 04:18:44 PM RAbola
ncr faxed arb paperwork to cust's day # (also fax #) @ 4:12pm pst.

*** CASE CLOSE 10/20/04 06:23:34 AM ny5
Region close - Case assigned to FTS - t. senneca and cc: DPSM - j. summers and CRC - a.yuen

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Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	10/19/2004 03:57:23 PM	RAbola	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	10/19/2004 04:17:50 PM	RAbola	into WIP default and Status of Action CAC.
Modify	10/19/2004 04:18:05 PM	RAbola	into WIP default and Status of Action CAC.
Phone Log	10/19/2004 04:18:05 PM	RAbola	Start = 10/19/2004 03:57:23 PM, End = 10/19/2004 04:18:05 PM, Contact = [redacted]
Notes	10/19/2004 04:18:44 PM	RAbola	Log notes.
Dispatch	10/19/2004 04:18:49 PM	RAbola	Action Region to New York
Chg Status	10/19/2004 04:18:49 PM	RAbola	Case sent to region: New York
Yanked	10/20/2004 06:23:03 AM	ny5	Case grabbed from RAbola to ny5's default WipBin.
Chg Status	10/20/2004 06:23:03 AM	ny5	Action Region
Case Close	10/20/2004 06:23:34 AM	ny5	Status = Closed, Resolution Code = Full, State = Open.

[redacted]

CORRESPONDENCE

TOY-RQ-05D-00000123

FILE START

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:

ATTN: Legal Department / A 107
Toyota Motor Sales
19001 Southwestern Ave.
Torrance, CA 90509

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☑ Addressee

B. Received by (Printed Name) C. Date of Delivery
JUN 22 2005

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 (Transfer from service label)
7004 0750 0003 3295 8775

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

7004 0750 0003 3295 8775

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

TORRANCE, CA 90509

Postage	$ 0.37	UNIT ID: 0135
Certified Fee	2.30	Postmark Here
Return Receipt Fee (Endorsement Required)	1.75	JUN 16 2005
Restricted Delivery Fee (Endorsement Required)		Clerk:
Total Postage & Fees	$ 4.65	06/16/05

NORTH AUSTIN STA AUSTIN TX 78765 USPS

Sent To: Attn: Legal Dept/A107, Toyota Motor Sales
Street, Apt. No.; or PO Box No.: 19001 Southwestern Ave.
City, State, ZIP+4: Torrance, CA 90509

PS Form 3800, June 2002 See Reverse for Instructions

THE LAW OFFICES OF
BRIAN COOPER GUEQUIERRE, PLLC

ATTN: Legal Department
Lexus of Austin
9910 Stone Lake Blvd.
Austin, TX 78759

June 15th, 2005

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED: 7004 0750 0003 3295 8812

DEMAND LETTER: RE: [redacted] and Mrs. [redacted] 2005 Lexus RX 330.
VIN # JTJGA31U850[redacted]

Dear Mr. Roberts:

You, Lexus of Austin, are hereby advised that Mr. [redacted] and Mrs. [redacted] 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 #JTJGA31U850[redacted] (hereinafter "RX 330"), which Lexus of Austin sold to my client 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, which was purchased brand new from your dealership, has been in for servicing three times for the same problem with a prolonged and dangerous delay in vehicle acceleration, which you have been unable or unwilling to adequately repair or address. While at first your stated that Lexus was aware of the issue and new software had been ordered to remedy the problem, you have now changed your stance and are claiming that there is nothing else that can be done 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 you. They were assured both by your advertising materials and you 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, you had them test drive a different vehicle from the one you eventually sold to them. Your told 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
-briancooperguequierre@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"), one of your service representatives, 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 you. When my clients called again to inquire about the software package, Mr. Oswald referred them to Randy P. Hoff (hereinafter "Mr. Hoff"), one of your Certified Senior Diagnostic Specialists.

On March 17th, 2005, my clients had brought the RX 330 to you 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 you, expressing their desire to have their car fixed. On May 20, 2005, you 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 Lexus of Austin 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,

[redacted]

Brian Cooper Guequierre, Esq.

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:

ATTN: Legal Department
Lexus of Austin
9910 Stone Lake Blvd.
Austin, TX 78759

COMPLETE THIS SECTION ON DELIVERY

A. Signature: x Jennifer Boekma ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery: 6/17/05

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 (Transfer from service label): 7004 0750 0003 3295 8812

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

7004 0750 0003 3295 8812

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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AUSTIN, TX 78759

Postage	$ 0.68
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

UNIT ID: 0135
JUN 16 2005 Postmark Here
Clerk: KOMPFR
06/16/05
USPS
NORTH AUSTIN STATION AUSTIN TX 78765

Sent To: Attn: Legal Dept., Lexus of Austin
Street, Apt. No.; or PO Box No.: 9910 Stone Lake Blvd.
City, State, ZIP+4: Austin, TX 78759

PS Form 3800, June 2002 See Reverse for Instructions

[redacted]

2005-09-39022
CLAIM

213537

TOY-RQ-05D-00000130

Case Report - 200508042836

Customer/Caller Summary:

Customer Name/Address: [redacted]
Kings Park, NY [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Brake System; Performance
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Brake System
Condition:	Performance
VIN:	JT8BH28F5W[redacted]
Dofu:	08/19/1998
Current Miles:	91000
Incident Miles:	91000
Model Year:	1998
Model Name:	LS 400
Region:	Eastern
District:	03
Dealer 1:	Lexus Of Smithtown, 63103
Selling Dealer:	Rallye Lexus, 63105

Case History:

Customer Seeks:	Cust sks Lexus to work with the dlr to find a solution to repair her veh. Cust is very afaird to drive the veh & possibly want to get a new veh.
CAC Stated:	Apol cust for her exp. Adv cust that f/u specialist will review the case & contact back within 2 bus days. Cust thanks

*** PHONE LOG 08/04/2005 01:06:01 PM PSrichomkwan
Cust sts that when she stepped on the brake padel the veh accerelated. Cust sts that this issue occured 2 months ago & she brought it to the dlr. The dlr replaced brake pads & two tires & did 90,000 tune up. Cust sts that last week the same issue happenned again. Cust sts it happened several times within a day & she is very afraid to drive the veh. The veh is currently at the dlr, who provided a loaner veh, but they do not know what is wrong with the veh.

*** SUBCASE 200508042836-1 CREATED 08/10/2005 01:35:31 PM AGonzalez

*** NOTES 08/10/2005 01:36:10 PM AGonzalez
To: CSM Vincenza Martines
Please review cust concerns & please contact me to further discuss. Thank you!

*** PHONE LOG 08/10/2005 01:38:13 PM AGonzalez Action Type: Outgoing call
I clld cust & adv cust I am currently reviewing concerns with the dlr & I will contact her as soon as I have further info.

*** EMAIL OUT 08/11/2005 08:29:01 AM AJoseph Action Type: External email
Send to: [araceli_gonzalez@toyota.com]
Cust's son-in-law, [redacted] clld and would like a call back at [redacted] He sts that the dlr clld to say that veh is ready and they could not find any issues w/ the veh. Cust sts that he is afraid to drive the veh and does not want his mother-in-law driving the veh either. He would like a call back from AGonzalez. Cust thanked.

*** PHONE LOG 08/11/2005 10:52:11 AM AGonzalez Action Type: Incoming call
Received a call from CSM she adv that FTS inspected the veh and found veh to be operating as designed. No further assist is avail. Cust has their loaner veh and needs to return it to the dlr.

*** PHONE LOG 08/11/2005 10:52:49 AM AGonzalez Action Type: Outgoing call
I clld DSPM and he adv that there is nothing further we can do for cust because veh was inspected by the FTS and found to be operating as designed.

*** PHONE LOG 08/11/2005 10:57:00 AM AGonzalez Action Type: Outgoing call
I clld cust & left cust a voicemail asking cust to contact me.****IF CUST CALLS PLEASE ADV CUST THAT VEH WAS INSPECTED BY FTS AND WAS FOUND TO BE OPERATING AS DESIGNED. PLEASE ADV CUST THAT THERE IS NOTHING FURTHER THAT WE CAN DO. PLEASE ADV CUST THAT LOANER VEH WOULD NEED TO BE RETURNED TO THE DLR.****

*** EMAIL OUT 08/11/2005 11:42:09 AM HGabriel Action Type: External email
Send to: [araceli_gonzalez@toyota.com]
CC List: [Nobody]
Cust called in. Adv cust THAT VEH WAS INSPECTED BY FTS AND WAS FOUND TO BE OPERATING AS DESIGNED. PLEASE ADV CUST THAT THERE IS NOTHING FURTHER THAT WE CAN DO. PLEASE ADV CUST THAT LOANER VEH WOULD NEED TO BE RETURNED TO THE DLR. Cust sts that the veh is not safe and cust refuses to drive it. Also, cust will return loaner today or tomorrow. Cust adv that cust son-in-law will get involved now. Delivered Lexus final position.

*** EMAIL OUT 08/11/2005 12:04:31 PM BTwiggs Action Type: External email
Send to: [araceli_gonzalez@toyota.com]
CC List: [Nobody]
[redacted] clld to spk w/ spec. Adv spec is unavailable. Please cll cust back @ [redacted]

*** PHONE LOG 08/12/2005 07:07:08 AM AGonzalez Action Type: Outgoing call
I clld cust son in-law and adv him that the dlr has inspected the veh and the veh has been found to be operating as designed. Cust requested a letter stating that in cause the veh is ever involved in an accident. Adv cust to send request to our legal dept in writing. Adv cust of the address. Cust requested no further assist.

*** SUBCASE 200508042836-1 CLOSED 08/12/2005 07:07:13 AM AGonzalez

*** CASE CLOSE 08/12/2005 07:08:07 AM AGonzalez
Custs sts veh accelerates when pressing on the brake. FTS found veh to be operating as designed.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Phone Log	08/12/2005 07:07:08 AM	AGonzalez	Start = 08/12/2005 07:05:27 AM, End = 08/12/2005 07:07:08 AM, Contact = [redacted].
Subcase Close	08/12/2005 07:07:13 AM	AGonzalez	Number = 200508042836-1, Status = Action CAC, Resolution Code = Full..
Yanked	08/12/2005 07:07:15 AM	AGonzalez	Case grabbed from DLR63103 to AGonzalez's default WipBin.
Chg Status	08/12/2005 07:07:15 AM	AGonzalez	Case yanked
Rule Action	08/12/2005 07:07:22 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Case Close	08/12/2005 07:08:07 AM	AGonzalez	Status = Closed, Resolution Code = Full, State = Open.
Phone Log	08/11/2005 10:52:11 AM	AGonzalez	Start = 08/11/2005 10:51:14 AM, End = 08/11/2005 10:52:11 AM, Contact = [redacted]
Phone Log	08/11/2005 10:52:49 AM	AGonzalez	Start = 08/11/2005 10:52:12 AM, End = 08/11/2005 10:52:49 AM, Contact = [redacted]
Phone Log	08/11/2005 10:57:00 AM	AGonzalez	Start = 08/11/2005 10:55:49 AM, End = 08/11/2005 10:57:00 AM, Contact = [redacted]
Email Out	08/11/2005 12:04:31 PM	BTwiggs	Email sent to araceli_gonzalez@toyota.com.
Rule Action	08/11/2005 12:04:34 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	08/11/2005 11:42:09 AM	HGabriel	Email sent to araceli_gonzalez@toyota.com.
Rule Action	08/11/2005 11:42:18 AM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Yanked	08/10/2005 01:25:32 PM	AGonzalez	Case grabbed from PSrichomkwan to AGonzalez's default WipBin.
Chg Status	08/10/2005 01:25:32 PM	AGonzalez	Case yanked
Set Originato	08/10/2005 01:25:34 PM	AGonzalez	Set Originator: by AGonzalez
Rule Action	08/10/2005 01:25:40 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Phone Log	08/10/2005 01:38:13 PM	AGonzalez	Start = 08/10/2005 01:37:50 PM, End = 08/10/2005 01:38:13 PM, Contact = [redacted]
Assign	08/10/2005 01:38:20 PM	AGonzalez	Case assigned to DLR63103

Chg Status	08/10/2005 01:38:20 PM	AGonzalez	Case status changed to Action Dealer
Email Out	08/11/2005 08:29:01 AM	AJoseph	Email sent to araceli_gonzalez@toyota.com.
Rule Action	08/11/2005 08:29:10 AM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Create	08/04/2005 12:43:58 PM	PSrichomkwan	Contact = [redacted] Priority = Customer, Status = Action CAC.
Phone Log	08/04/2005 01:06:01 PM	PSrichomkwan	Start = 08/04/2005 12:43:58 PM, End = 08/04/2005 01:06:01 PM, Contact = [redacted]
Dispatch	08/04/2005 01:06:12 PM	PSrichomkwan	from WIP default to Queue MCM Eastern Follow-up.
Admin Subcase	08/10/2005 01:35:31 PM	AGonzalez	Number = 200508042836-1, Created in WIP default with due date 08/11/2005 01:35:27 PM..
Notes	08/10/2005 01:36:10 PM	AGonzalez	Log notes.

Case Report - 200508260968

Customer/Caller Summary:

Customer Name/Address: [redacted]
Kings Park, NY [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Brake System; Performance
Case Type:	General
Contact Method:	Written
Cust Attitude:	Inquisitive
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Brake System
Condition:	Performance
VIN:	JT8BH28F5W[redacted]
Dofu:	08/19/1998
Current Miles:	91000
Incident Miles:	91000
Model Year:	1998
Model Name:	LS 400
Region:	Eastern
District:	03
Dealer 1:	Lexus Of Smithtown, 63103
Selling Dealer:	Rallye Lexus, 63105

Case History:

Customer Seeks:	Cust sks a "ltr of report" from Lexus.
CAC Stated:	Clld Carole Hargrave in TMS Legal & req info cncrn how to provide cust a ltr stating veh is operating as designed. Legal sts to forward ltr back to her attn.

*** PHONE LOG 08/26/2005 04:37:42 PM VSilao
Ltr dispatched 8/25/05
Ref case #200508042836
Cust sts that her 1998 LS 400 was insp by an FTS & the veh was found to be operating w/in specs. Cust sks a "ltr of report". Ltr was forwarded to LCS from TMS Legal dept.

*** PHONE LOG 08/29/2005 10:56:24 AM VSilao Action Type: Outgoing call
Clld Carole Hargrave in TMS Legal & req info cncrn how to provide cust a ltr stating veh is operating as designed. Adv Legal that veh has been insp by FTS & LCS told cust to write Legal for a position ltr. Legal sts to forward ltr back to her attn for handling.

*** NOTES 08/30/2005 04:27:08 PM VSilao
Original ltr forwarded to Carole Hargrave on 8/30/05.

*** CASE CLOSE 08/30/2005 04:53:40 PM VSilao
Cust sks a "ltr of report" from Lexus. Clld Carole Hargrave in TMS Legal & req info cncrn how to provide cust a ltr stating veh is operating as designed. Legal sts to forward ltr back to her attn. Original ltr forwarded to Carole Hargrave on 8/30/05.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	08/30/2005 04:53:40 PM	VSilao	Status = Closed, Resolution Code = Full, State = Open.
Phone Log	08/29/2005 10:56:24 AM	VSilao	Start = 08/29/2005 10:51:51 AM, End = 08/29/2005 10:56:24 AM, Contact = [redacted]
Modify	08/29/2005 10:59:22 AM	VSilao	into WIP default and Status of Action CAC.
Modify	08/29/2005 10:57:34 AM	VSilao	into WIP default and Status of Action CAC.

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

Privilege

September 22, 2005

[redacted]
Kings Park, NY [redacted]

RE: Date of Loss: Unknown
Vehicle: 1998 Lexus LS 400
VIN #: JT8BH28F5W[redacted]

Dear [redacted]:

This letter is in response to your communication with our Customer Relations Department and your letter of August 18, 2005.

It is our understanding that you reported that you stepped on the brake pedal and the vehicle accelerated and that this had happened several other times.

As you are aware your vehicle was inspected in regards to your concerns with the brakes and unintended acceleration. Your concerns could not be duplicated. The throttle body was inspected and there was no binding and the cable operated freely. The vehicle was test driven and the brakes were functioning properly. There were no codes to indicate any type of failure of the system.

It is virtually impossible for this type of incident to happen. The brakes and throttle are two totally separate systems and both would have to fail at exactly the same time. The brakes will always over ride the throttle.

We are very sorry about this most unfortunate incident however based on our inspection it was determined that your vehicle was operating properly free of any type of manufacture defect. Thank you for allowing us to address your concerns

Very truly yours,

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

[redacted]
Kings Park, N.Y. [redacted]

August 18, 2005

LEGAL SERVICES
AUG 23 2005
GROUP RECEIVED

Legal Department
Lexus
19001 South Western Ave.
Torrence, California 90509

LEXUS
AUG 25 2005
National
Customer Satisfaction

Re: 1998 Lexus - LS 400
Vin #JT8BH28F5WO[redacted]

My car has been at Smithtown Lexus service Department - (631) 360-3200. A field technical specialist inspected my car and found the vehicle was operating within specs.

Please send me a letter of report.

Thank you for your prompt attention.

Sincerely yours,

[redacted]

Create	08/26/2005 01:26:46 PM	VSilao	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	08/26/2005 04:37:42 PM	VSilao	into WIP default and Status of Action CAC.
Phone Log	08/26/2005 04:37:42 PM	VSilao	Start = 08/26/2005 01:26:46 PM, End = 08/26/2005 04:37:42 PM, Contact = [redacted].
Notes	08/30/2005 04:27:08 PM	VSilao	Log notes.
Modify	08/26/2005 02:27:46 PM	VSilao	into WIP default and Status of Action CAC.

M [redacted]
Kings Park, NY [redacted]

LONG ISLAND NY 117
1 PM
19 AUG
2005

37

TOYOTA
[illegible]ECTED
[illegible]OTA
[illegible]TED

Legal Department
Lexus
19001 South Western Ave.
Torrance, California 90509

A108

(631) 360-3200
Senior Mgr

90501-1106

[redacted]

POR REGION

Printed by OChavarria 01/30/2006 12:18:08 PM

Archive Case Report - 200601111208

Customer/Caller Summary:

Customer Name/Address: [redacted]

WOODINVILLE, WA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	PRODUCT; ABNORMAL CONDITION; BRAKE SYSTEM; OTHER-PLEASE SPECIFY
Case Type:	PRIORITY
Contact Method:	WRITTEN
Cust Attitude:	TO PURSUE LEGAL ACTI
Coding Type:	COMPLAINT
Category:	PRODUCT
Problem Area:	ABNORMAL CONDITION
Component:	BRAKE SYSTEM
Condition:	OTHER-PLEASE SPECIFY
VIN:	2T1KR32E56C[redacted]
Dofu:	09/04/2005
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	MATRIX
Region:	Portland
District:	01
Dealer 1:	Toyota Of Kirkland, 46089
Selling Dealer:	Toyota Of Kirkland, 46089

Case History:

Customer Seeks: REPURCHASE OR REPLACEMENT VEHICLE.
CAC Stated: REGION WILL FOLLOW UP WITH CUSTOMER.

*** PHONE LOG 01/11/2006 02:33:16 PM WSamuels
==LEMON LAW== Rec via Inter Office delivery 01/09/2006. Cust sts veh has leased 09/06/05 & has had problems with sudden & severe acceleration when braking & transmission shifting problem. Cust sts Dlr has tried to repair veh 2x without success. Per WA Lemon Law, cust seeks Repurchase or Replacement vehicle.

*** NOTES 01/11/2006 02:33:51 PM WSamuels
No prev cases.

*** NOTES 01/11/2006 04:38:54 PM JNortz130
Region sending a letter to the customer to inspect and road test their vehicle by an FTS.

*** NOTES 01/12/2006 04:25:04 PM JNortz130
Letter mailed to customer on 1/12/2006.

*** NOTES 01/18/2006 11:15:48 AM JNortz130
Region waiting to set up an appointment for FTS to inspect and road test customer's vehicle.

*** NOTES 01/18/2006 11:48:43 AM JNortz130
Customer called back and appointment is set for the 24th of Jan. at 3:00pm at Toyota of Kirkland. FTS/Jim Ely will inspect and road test customer's vehicle.

*** NOTES 01/27/2006 03:33:51 PM JNortz130
FTS/Jim Ely met w/customer and inspected and road tested her vehicle. No fault codes were found. Vehicle was road tested and no problems that the customer said was having happen. A letter will be sent to the customer regarding this inspection and road test. Letter will be sent to TMS for their review before sending it to the customer.

Activity Summary:

Activity	Date/Time	Originator	Additional Information

RULE ACTION	01/27/2006 15:34:07	RULEMGR	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
NOTES PHONE	01/27/2006 15:33:51	JNORTZ130	Log notes. Customer
RULE ACTION	01/18/2006 11:48:53	RULEMGR	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
NOTES PHONE	01/18/2006 11:48:43	JNORTZ130	Log notes. Customer
RULE ACTION	01/18/2006 11:15:50	RULEMGR	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
NOTES PHONE	01/18/2006 11:15:48	JNORTZ130	Log notes. Customer
RULE ACTION	01/12/2006 16:25:07	RULEMGR	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
NOTES PHONE	01/12/2006 16:25:04	JNORTZ130	Log notes. Customer
RULE ACTION	01/11/2006 16:38:56	RULEMGR	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
NOTES PHONE	01/11/2006 16:38:54	JNORTZ130	Log notes. Customer
ACCEPT	01/11/2006 15:21:39	JNORTZ130	from Queue Portland to WIP default.
NOTES NOTES C	01/11/2006 14:33:51	WSAMUELS	Log notes. Customer
ACTION REGION	01/11/2006 14:33:29	WSAMUELS	Case sent to region: Portland
DISPATCH	01/11/2006 14:33:28	WSAMUELS	Action Region to Portland
CREATE	01/11/2006 14:33:16	WSAMUELS	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.
PHONE LOG	01/11/2006 14:33:16	WSAMUELS	Start = 01/11/2006 02:24:05 PM, End = 01/11/2006 02:33:16 PM, Contact = [redacted]

FILE START

Case Report - 200601121256

Customer/Caller Summary:

Customer Name/Address: [redacted]
Tampa , FL [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Other-Please Specify
Case Type:	General
Contact Method:	Written
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Other-Please Specify
VIN:	4T1BK36BX6U[redacted]
Dofu:	09/17/2005
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	Avalon
Region:	SET
District:	03
Dealer 1:	Central Florida Toyota, 09199
Selling Dealer:	Central Florida Toyota, 09199

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
Notes	01/19/2006 08:44:20 AM	SArreola	Log notes.
Create	01/12/2006 05:40:02 PM	MMendoza	Contact = [redacted], Priority = Customer, Status = Action CAC.
Modify	01/12/2006 05:43:12 PM	MMendoza	into WIP default and Status of Action CAC.
Phone Log	01/12/2006 05:43:12 PM	MMendoza	Start = 01/12/2006 05:40:02 PM, End = 01/12/2006 05:43:12 PM, Contact = [redacted]

Notes	01/12/2006 05:43:12 PM	MMendoza	Log notes.
Notes	01/12/2006 05:46:26 PM	MMendoza	Log notes.
Modify	01/12/2006 05:51:27 PM	MMendoza	into WIP default and Status of Action CAC.
Case Close	01/12/2006 05:51:43 PM	MMendoza	Status = Closed, Resolution Code = Full, State = Open.

Case Report - 200601190378

Customer/Caller Summary:

Customer Name/Address: [redacted]

Tampa , FL [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Auto Transmission; Other-Please Specify
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Other-Please Specify
VIN:	4T1BK36BX6U[redacted]
Dofu:	09/17/2005
Current Miles:	4000
Incident Miles:	560
Model Year:	2006
Model Name:	Avalon
Region:	SET
District:	05
Dealer 1:	Legacy Toy Of Tallahassee, 09212
Selling Dealer:	Central Florida Toyota, 09199

Case History:

Customer Seeks:	no longer wants the vehicle seeks to pursue Arbitration and documents mailed to atty.
CAC Stated:	ncr apol and adv cust arb documents mailed & adv cust case#

*** PHONE LOG 01/19/2006 08:43:29 AM SArreola
ARB
Previous Case # 200601121256
Kurt Mitchell, calling on cust's behalf(lawyer). Sts cust is pursuing arb. Sts needs to receive arb ppwk. Cust is requesting ARB ppwk sent directly to lawyer's office.

*** NOTES 01/19/2006 02:35:15 PM SArreola
Ncr grabbed case to update coding properly.

*** SUBCASE 200601190378-1 CREATED 01/20/2006 07:03:47 AM LCastillo

*** NOTES 01/20/2006 08:58:49 AM JWatson
Customer was sent ARB paperwork on 01/20/06.

*** NOTES 01/20/2006 12:14:15 PM LCastillo
OUTGOING DEALER CALL:
Adam SM states no records of customer being at dealership.

*** NOTES 01/20/2006 12:14:56 PM LCastillo
OUTGOING CUSTOMER CALL:
Ncr adv cust to c/b at 800#

*** NOTES 01/23/2006 01:35:15 PM LCastillo
OUTGOING CUSTOMER CALL:
Ncr l/m at day phone # adv cust to c/b at 800#

*** NOTES 01/24/2006 08:41:35 AM JAshby

cust c/b,std, has received a c/b from rep LCastillo in regards to their case. ncr apol & advd new case#200601190378. ncr apol & advd will check to see if rep is avail. ncr advd rep is not avail. cust advd ph#[redacted] advd they can be reached @ that ph# before 3pm est.

ncr advd will send a screenshot of case to LCastillo advise of cust c/b.

*** NOTES 01/24/2006 08:58:16 AM LCastillo
OUTGOING CUSTOMER CALL:
Customer states no longer wants vehicle and no longer wants to talk about issues, seeks to pursue Arbitration and for all documents to be mailed to atty (address in file). Ncr apol and adv cust Arbitration documents have been mailed. Customer states vehicle has been inspected by Legacy Toyota not Central Toyota. Ncr thanked.

*** PHONE LOG 01/24/2006 09:32:48 AM LCastillo Action Type: Outgoing call
OUTGOING DEALER CALL:
JK serv rep, states not sure if Toy rep has been involved, however transferred to v/m.
Ncr l/m for Ross Harold SM adv to c/b at direct line.

Date: 9/26/05
RO: 162119
Mileage: 560
Condition: Customer states sunglass holder loose on right front seat, headlight concern (no detail), auto transmission rough change in low speeds, engine surges on acceleration from stop well in traffic and can?t see images from camera on bright days.
Remedy: Dealer noticed sunglass anchor was bent, tech straighten anchor and secured holder - port installed mirrors, auto headlights operate as normal, dealer test drove veh not able duplicate trans concern, engine concerns operate as normal, no adjustment on camera images
Duplicate: interior trim sunglass holder was loose
Repairs covered under warranty

Date: 10-13-05
RO: 163777
Mileage 930
Condition (problem): customer states exterior trim concern - flowers on paint left yellow stains on paint, right front passenger seat air bag not working properly, right rear seat belt not locking, wiper blade will not clean water stains, trans pauses surges does not shift smoothly especially in parking lots.
Remedy: dealer cleaned yellow spots on surface, tech recalibrated right front seat for air bag, dealer confirmed right rear seat belt not locking, tech replaced right rear seat belt assembly, left wiper not cleaning wiper was replaced, veh test driven by SM and Rob tech veh compared to another (VIN[redacted] from lot) both vehic1es performed alike.
Duplicate: paint concern, wiper, front passenger sear air bag, right rear seat belt,
Repairs covered under warranty

Date: 10/29/05
RO: 165201
Mileage: 1186
Condition: customer states air bag light stays on with passenger seat, request touch up rear bumper
Remedy: tech recalibrated air bag light, touch up completed (no spec)
Duplicate: yes
Repairs covered under warranty

Date: 11/01/05
RO: 165450
Mileage: 1254
Condition (problem): cust states right front seat sends flashes; air bag light on all the time, warning chime rings
Remedy: reset air bag sensitivity to factory specs, veh checks.
Duplicate : yes
Repairs covered under warranty

*** NOTES 01/24/2006 12:57:45 PM LCastillo
INCOMING DEALER CALL:
George states Toy rep has not been invovled, rear view mirror camera was installed at the Port, originally the mirror fell off and customer not able to veiw camera because of the reflèction. Ncr thanked SM for update.

*** SUBCASE 200601190378-1 CLOSED 01/24/2006 01:13:26 PM LCastillo
close subcase

*** CASE CLOSE 01/25/2006 05:44:17 AM CElias500

REG Closing case and will await ARB paperwork.

*** NOTES 01/25/2006 08:31:24 AM JWatson
Customer was sent ARB paperwork on 01/25/06.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	01/24/2006 12:57:45 PM	LCastillo	Log notes.
Subcase Close	01/24/2006 01:13:26 PM	LCastillo	Number = 200601190378-1, Status = Action CAC, Resolution Code = Full..
Yanked	01/25/2006 05:43:54 AM	CElias500	Case grabbed from LCastillo to CElias500's default WipBin.
Chg Status	01/25/2006 05:43:54 AM	CElias500	Action Region
Case Close	01/25/2006 05:44:17 AM	CElias500	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	01/25/2006 05:44:23 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Notes	01/25/2006 08:31:24 AM	JWatson	Log notes.
Rule Action	01/25/2006 08:31:32 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/24/2006 08:41:35 AM	JAshby	Log notes.
Rule Action	01/24/2006 08:41:40 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Modify	01/24/2006 09:01:02 AM	LCastillo	into WIP default and Status of Action CAC.
Notes	01/24/2006 08:58:16 AM	LCastillo	Log notes.
Modify	01/24/2006 09:25:34 AM	LCastillo	into WIP default and Status of Action CAC.
Phone Log	01/24/2006 09:32:48 AM	LCastillo	Start = 01/24/2006 09:32:41 AM, End = 01/24/2006 09:32:48 AM, Contact = [redacted]
Modify	01/24/2006 09:55:55 AM	LCastillo	into WIP default and Status of Action CAC.
Dispatch	01/24/2006 09:57:50 AM	LCastillo	Action Region.
Chg Status	01/24/2006 09:57:50 AM	LCastillo	Case sent to region: SET
Notes	01/23/2006 01:35:15 PM	LCastillo	Log notes.
Accept	01/20/2006 07:03:27 AM	LCastillo	from Queue Toyota Resolution Queue to WIP default.
Admin Subcase	01/20/2006 07:03:47 AM	LCastillo	Number = 200601190378-1, Created in WIP default with due date 01/20/2006 11:00:00 AM..
Set Originato	01/20/2006 07:03:55 AM	LCastillo	Set Originator: by LCastillo
Modify	01/20/2006 07:03:57 AM	LCastillo	into WIP default and Status of Action CAC.
Notes	01/20/2006 08:58:49 AM	JWatson	Log notes.
Rule Action	01/20/2006 08:58:56 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/20/2006 12:14:15 PM	LCastillo	Log notes.
Modify	01/20/2006 12:14:28 PM	LCastillo	into WIP default and Status of Action CAC.
Notes	01/20/2006 12:14:56 PM	LCastillo	Log notes.
Set Originato	01/20/2006 12:15:03 PM	LCastillo	Set Originator: by LCastillo
Modify	01/20/2006 12:15:03 PM	LCastillo	into WIP default and Status of Action CAC.
Modify	01/19/2006 08:43:29 AM	SArreola	into WIP default and Status of Action CAC.
Phone Log	01/19/2006 08:43:29 AM	SArreola	Start = 01/19/2006 08:37:06 AM, End = 01/19/2006 08:43:29 AM, Contact = [redacted]
Dispatch	01/19/2006 08:43:36 AM	SArreola	from WIP default to Queue Toyota Resolution Queue.
Rule Action	01/19/2006 08:43:48 AM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Create	01/19/2006 08:37:06 AM	SArreola	Contact = [redacted], Priority = Customer, Status = Action CAC.
Yanked	01/19/2006 02:34:21 PM	SArreola	Case grabbed from SArreola to SArreola's default WipBin.
Chg Status	01/19/2006 02:34:21 PM	SArreola	Case yanked
Modify	01/19/2006 02:34:49 PM	SArreola	into WIP default and Status of Action CAC.
Notes	01/19/2006 02:35:14 PM	SArreola	Log notes.
Dispatch	01/19/2006 02:35:38 PM	SArreola	from WIP default to Queue Toyota Resolution Queue.
Rule Action	01/19/2006 02:35:41 PM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Modify	01/24/2006 09:34:29 AM	LCastillo	into WIP default and Status of Action CAC.

Case Report - 200601271027

Customer/Caller Summary:

Customer Name/Address: [redacted]

Tampa , FL [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Engine- Powertrain; Other-Please Specif
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Other-Please Specify
VIN:	4T1BK36BX6U[redacted]
Dofu:	09/17/2005
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	Avalon
Region:	SET
District:	05
Dealer 1:	Legacy Toy Of Tallahassee, 09212
Selling Dealer:	Central Florida Toyota, 09199

Case History:

Customer Seeks: Repair the veh
CAC Stated:

*** PHONE LOG 01/27/2006 02:45:33 PM CJemison
=== Local Consumer Group === BBB . Cust sts has been service at the dlr 5x's within 6 weeks of ownership. Cust sts there is a concern with the trans veh surges on acceleration from stop well in traffic. Dlr sts this is a normal condition. Prevs case 200601190378

*** NOTES 01/27/2006 02:46:59 PM CJemison
BBB case sent via email attachment to SET Region. Region, please respond via clarify case notes within 7 day. By 2/7/06

*** NOTES 01/30/2006 08:27:08 AM JWatson
Customer was sent ARB paperwork on 01/30/06.

*** NOTES 01/31/2006 08:19:21 AM CElias500
Response for BBB: All of customer's concerns that can be corrected have been corrected by Legacy Toyota. The customer's transmission hesitation concern has been evaluated by Legacy Toyota who found it to be a normal operating characteristic of the vehicle. Cust was informed by Rob Sloan (svc mgr) on 10/21/05 that all functions of her vehicle, when compared to another like vehicle, performed equally and normally with like vehicle.

*** NOTES 01/31/2006 12:08:05 PM CJemison
Rebuttal submitted to BBB 1/31/06: Cust was informed by Service Mgr on 10/21/05 that all functions of her veh, when compared to another like vehicle, performed equally and normally with like vehicle. All concerns that can be corrected have been corrected by Drlship.

*** NOTES 02/09/2006 10:35:04 AM CElias500
Customer has filed BBB, ARB, and NCDS at the same time. Now has attorney who indicated that we should ignore NCDS, as they are pursuing ARB, then filing suit against Toyota. Lawyer has threatened to bring suit against anyone from Toyota that attempts to contact this cust. PLEASE DO NOT CONTACT THIS CUST DIRECTLY. Contact her attorney.

*** CASE CLOSE 02/09/2006 10:35:25 AM CElias500
Cust attorney has indicated not to contact cust directly.

*** NOTES 02/15/2006 01:07:25 PM CJemison
Add'l Rebuttal BBB : Cust is not satisfied with Toyota's response. Cust has retained legal counsel to help resolve cust concern.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	02/15/2006 01:07:25 PM	CJemison	Log notes.
Notes	02/09/2006 10:35:04 AM	CElias500	Log notes.
Rule Action	02/09/2006 10:35:07 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Case Close	02/09/2006 10:35:25 AM	CElias500	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	02/09/2006 10:35:28 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Notes	01/31/2006 12:08:05 PM	CJemison	Log notes.
Notes	01/31/2006 08:19:21 AM	CElias500	Log notes.
Rule Action	01/31/2006 08:19:24 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Accept	01/30/2006 12:01:48 PM	CElias500	from Queue SET to WIP District 5.
Notes	01/30/2006 08:27:08 AM	JWatson	Log notes.
Rule Action	01/30/2006 08:27:11 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Create	01/27/2006 02:31:09 PM	CJemison	Contact = [redacted], Priority = Government Agency**, Status = Action CAC.
Modify	01/27/2006 02:45:33 PM	CJemison	into WIP default and Status of Action CAC.
Phone Log	01/27/2006 02:45:33 PM	CJemison	Start = 01/27/2006 02:31:09 PM, End = 01/27/2006 02:45:33 PM, Contact = [redacted]
Notes	01/27/2006 02:46:59 PM	CJemison	Log notes.
Modify	01/27/2006 02:47:01 PM	CJemison	into WIP default and Status of Action CAC.
Dispatch	01/27/2006 02:47:07 PM	CJemison	Action Region to SET
Chg Status	01/27/2006 02:47:07 PM	CJemison	Case sent to region: SET

Case Report - 200601301656

Customer/Caller Summary:

Customer Name/Address: [redacted]
Tampa , FL [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Other-Please Specify
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Other-Please Specify
VIN:	4T1BK36BX6U[redacted]
Dofu:	09/17/2005
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	Avalon
Region:	SET
District:	05
Dealer 1:	Legacy Toy Of Tallahassee, 09212
Selling Dealer:	Central Florida Toyota, 09199

Case History:

Customer Seeks: Final Repair Attempt.
CAC Stated: Region will follow up with customer.

*** PHONE LOG 01/30/2006 03:21:40 PM WSamuels
==LEMON LAW - Motor Vehicle Defect Notification== Rec via Inter Office delivery 01/30/2006. Cust sts veh has been taken to Dlr for repairs at least 3x due to transmission & passenger airbag sensor problems. Per MVDN customer requests Final Repair Attempt.

*** NOTES 01/30/2006 03:23:16 PM WSamuels
Prev cases are 200601121256, 200601190378 & 200601271027 (BBB Case).

*** NOTES 02/01/2006 08:23:12 AM WSamuels
wrong address for svc Dlr resulted in demand dispatch to wrong Region. Svc Dlr is in Tallahasse Fl (Legacy Toyota). Case grabbed and sent to SET Region for review and follow up.

*** NOTES 02/02/2006 05:40:27 PM GTravis
ATF LETTER , dated 12/31 rcvd 2/2/06. NO action required,

*** NOTES 02/14/2006 08:26:43 AM CElias500
CUST ATTORNEY THREATENED LEGAL ACTION IF WE CONTACT CUST. DO NOT CONTACT CUST. Reg closing case.

*** CASE CLOSE 02/14/2006 08:28:14 AM CElias500
Cust Attorney wishes to withdraw NOD and pursue ARB. REG sent letter to cust and attorney to confirm. Attorney has threatened legal action if REG contacts cust any more.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	02/14/2006 08:26:43 AM	CElias500	Log notes.
Rule Action	02/14/2006 08:26:46 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Case Close	02/14/2006 08:28:14 AM	CElias500	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	02/14/2006 08:28:22 AM	rulemgr	Action Notify Originator for Closed Case of rule

			Toyota Priority/Accident Closed Case fired
Accept	02/09/2006 06:43:02 AM	CElias500	from Queue SET to WIP District 5.
Notes	02/02/2006 05:40:27 PM	GTravis	Log notes.
Rule Action	02/02/2006 05:40:46 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Yanked	02/01/2006 08:21:44 AM	WSamuels	Case grabbed from WSamuels to WSamuels's default WipBin.
Chg Status	02/01/2006 08:21:44 AM	WSamuels	Case yanked
Notes	02/01/2006 08:23:12 AM	WSamuels	Log notes.
Modify	02/01/2006 08:23:12 AM	WSamuels	into WIP default and Status of Action CAC.
Dispatch	02/01/2006 08:23:40 AM	WSamuels	Action Region.
Chg Status	02/01/2006 08:23:40 AM	WSamuels	Case sent to region: SET
Create	01/30/2006 02:18:56 PM	WSamuels	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.
Phone Log	01/30/2006 03:21:40 PM	WSamuels	Start = 01/30/2006 02:18:56 PM, End = 01/30/2006 03:21:40 PM, Contact = [redacted]
Notes	01/30/2006 03:23:16 PM	WSamuels	Log notes.
Dispatch	01/30/2006 03:23:19 PM	WSamuels	Action Region to GST
Chg Status	01/30/2006 03:23:20 PM	WSamuels	Case sent to region: GST

[redacted]

CORRESPONDENCE

TOY-RQ-05D-00000152

FILE START

SCHIFFMAN & WOJDOWSKI

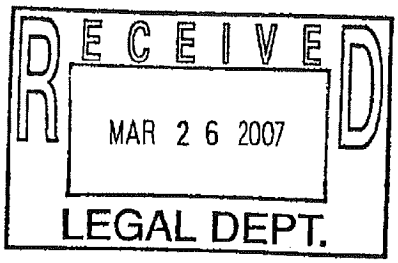
ATTORNEYS AT LAW

Carl R. Schiffman
Jack Wojdowski
Roni S. Schiffman
Brian C. Fawber

1300 Fifth Avenue
Pittsburgh, PA 15219-6270

412-288-9444
FAX: 412-288-9455

March 21, 2006



Toyota Motor North America, Inc.
Attn: Legal Department
19001 South Western Avenue
Torrance, CA 90501

RE: [redacted]
2002 Toyota Camry
Accident Date : 09/21/06

To Whom It May Concern:

Please be advised that our office represents [redacted] with regard to injuries he sustained as a result of an accident which occurred on September 21, 2006 when the 2002 Toyota Camry in which he was operating experienced a sudden acceleration. The vehicle is being preserved by State Farm Insurance Company.

Kindly have your legal representative contact our office so we can discuss this matter further.

Thank you for your cooperation and attention hereto.

Very truly yours,

[redacted]

Carl R. Schiffman

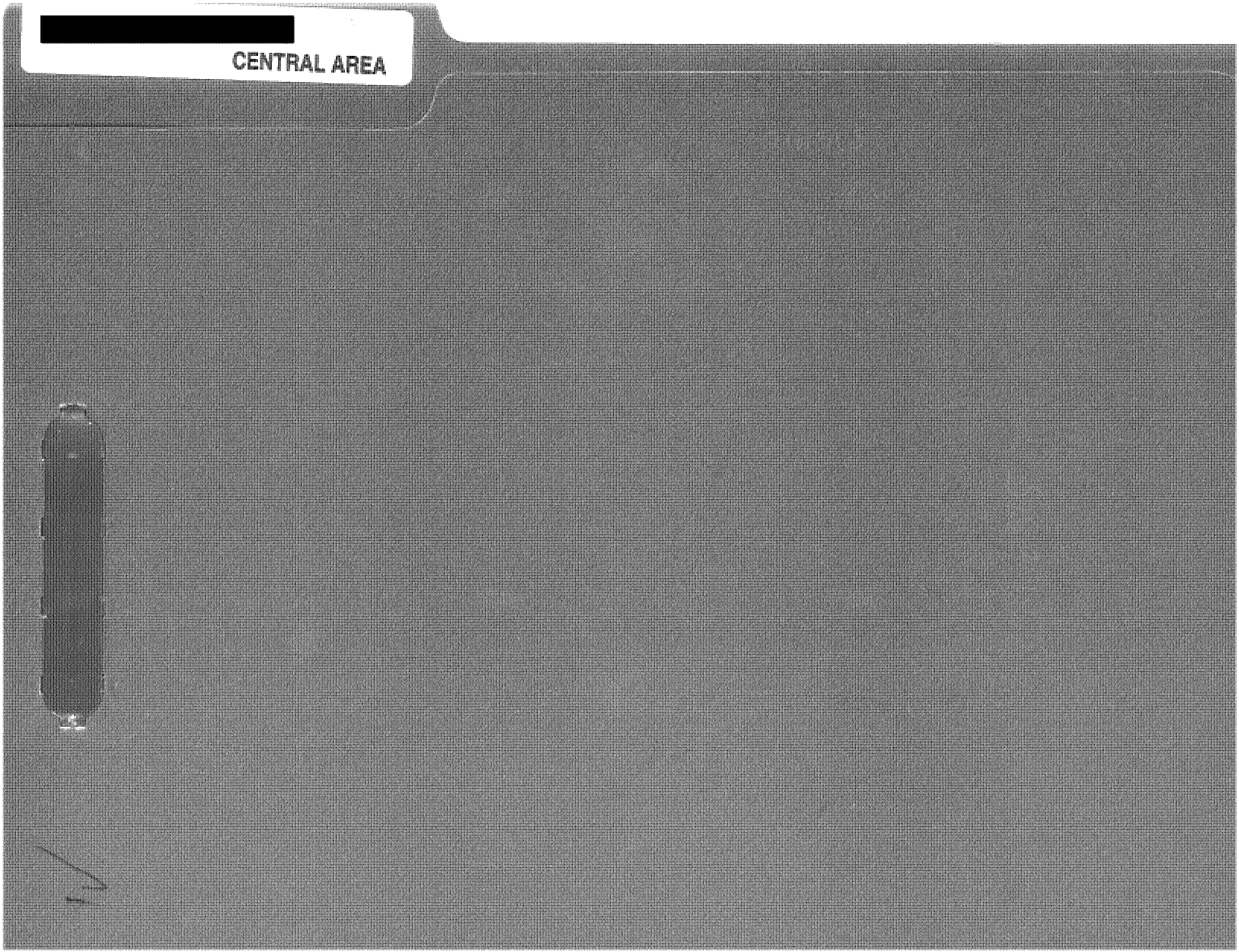
CRS/dz

CENTRAL AREA

[redacted]

[redacted]

CENTRAL AREA



TOY-RQ-05D-00000156

Case Report - 200610130433

Customer/Caller Summary:

Customer Name/Address: [redacted]
Sevierville, TN [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Other-Please Specify
VIN:	
Dofu:	
Current Miles:	2450
Incident Miles:	2450
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	05
Dealer 1:	Lexus Of Kingsport, 64104
Selling Dealer:	

Case History:

Caller Seeks: Cllr sks to know what is wrong w/ veh before he makes a decision.
CAC Stated: Apol & adv f/u spec will contact cllr w/in 2 bus days. Cllr satis.

*** PHONE LOG 10/13/2006 09:52:14 AM RAbenes2
Caller states: owns 2007 ES 350 and sts his wife was driving the veh & the veh kept accelerating & the cruise light came on and veh kept picking up speed and that the veh reached 100mph. Cllr sts kept changing the gears, but veh would not stop. Cllr sts at 33 mph, the veh shut off. Cllr spk to Todd, svc advisor. Cllr adv that dlr said that they will have a rep to come out an inspect veh.

*** PHONE LOG 10/13/2006 09:52:53 AM RAbenes2 Action Type: Incoming call
I researched in CPA & it sts that VIN #JTHBJ46G372[redacted]. However, it does not pull up in Clarify.

*** SUBCASE 200610130433-1 CREATED 10/16/2006 08:14:12 AM RFinney

*** NOTES 10/16/2006 08:14:29 AM RFinney
To: Mike Smith, Service Manager
From: Risha Finney, LCS 310-468-8011

Within 2 bus days, please review cust concerns and provide dlr notes.

Thank you!

*** PHONE LOG 10/17/2006 07:26:23 AM RFinney Action Type: Incoming call
Spk to Leonard St Amand, FTS who adv he will be avail to inspect the veh next Tuesday, 10/24.

*** PHONE LOG 10/17/2006 12:59:52 PM RFinney Action Type: Outgoing call
L/m for Mike Smith, Service Manager.

*** PHONE LOG 10/17/2006 01:04:02 PM RFinney Action Type: Outgoing call
Clld [redacted] and spk to cust. Adv cust I am the specialist reviewing his cncrns w/the veh. Inqd if the veh is at the dlr. Cust sts the veh is at the dlr and he is in a loaner. Adv cust a FTS contacted me

to adv he will inspect his veh next Tuesday. Adv cust after the inspection either I or the dlr will contact him w/more info. Cust thanked.

*** NOTES 10/17/2006 01:07:42 PM RFinney
Sent an email to the Area office.

*** PHONE LOG 10/18/2006 11:05:46 AM RFinney Action Type: Incoming call
Rcvd a msg from MSmith, Service Manager that the tentative date for the FTS inspection is 10/24. He adv he is waiting on a c/b from the FTS to confirm the appt.

*** DEALER NOTES: 10/19/06 07:26:21
FTS WILL INSPECT VEHICLE AT DEALERSHIP ON 10/24/2006. FTS INSTRUCTED DEALER TO NOT MAKE ANY REPAIR ATTEMPT UNTIL THE INSPECTION.

*** NOTES 11/15/2006 07:46:06 AM PPatel
Dlr notes" FTS INSPECTED VEHICLE AND WAS ABLE TO DUPLICATE CONDITION. FTS SPOKE TO CUSTOMER, AND CUSTOMER DOES NOT WANT VEHICLE BACK, CONCERNED ABOUT SAFETY. FTS FORWARDED INFORMATION TO LEGAL DEPT. AND CUSTOMER IS WAITING TO HEAR FROM LEGAL DEPT. CUSTOMER IS CURRENTLY DRIVING DEALER LOANER CAR.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	11/15/2006 07:46:06 AM	PPatel	Log notes.
Rule Action	11/15/2006 05:46:04 AM	rulemgr	Action Notify Orig that dlr closes in a case of rule Lexus Dealer Close fired
Chg Status	11/15/2006 05:45:56 AM	DLR64104	Status changed to Dealer Close
Dispatch	11/15/2006 05:45:56 AM	DLR64104	Case Dispatched to Southern Closed Queue.
Assign	11/07/2006 02:51:22 PM	PPatel	Case assigned to DLR64104
Chg Status	11/07/2006 02:51:22 PM	PPatel	Case status changed to Action Dealer
Rule Action	11/07/2006 02:51:21 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	11/07/2006 02:51:14 PM	PPatel	Set Originator: by PPatel
Yanked	11/07/2006 02:51:10 PM	PPatel	Case grabbed from RFinney to PPatel's default WipBin.
Chg Status	11/07/2006 02:51:10 PM	PPatel	Case yanked
Rule Action	10/30/2006 06:52:24 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	10/30/2006 06:52:17 AM	RFinney	Case grabbed from DLR64104 to RFinney's default WipBin.
Chg Status	10/30/2006 06:52:17 AM	RFinney	Case yanked
Rule Action	10/19/2006 07:26:29 AM	rulemgr	Action Notify Originator of dealer add of rule Lexus Notify Dealer Note Added fired
Notes	10/19/2006 07:26:21 AM	DLR64104	Log notes by dealer.
Phone Log	10/18/2006 11:05:46 AM	RFinney	Start = 10/18/2006 11:05:00 AM, End = 10/18/2006 11:05:46 AM, Contact = [redacted]
Notes	10/17/2006 01:07:42 PM	RFinney	Log notes.
Phone Log	10/17/2006 01:04:02 PM	RFinney	Start = 10/17/2006 01:02:56 PM, End = 10/17/2006 01:04:02 PM, Contact = [redacted]
Phone Log	10/17/2006 12:59:52 PM	RFinney	Start = 10/17/2006 12:59:46 PM, End = 10/17/2006 12:59:52 PM, Contact = [redacted]
Phone Log	10/17/2006 07:26:23 AM	RFinney	Start = 10/17/2006 07:25:55 AM, End = 10/17/2006 07:26:23 AM, Contact = [redacted]
Modify	10/16/2006 08:14:35 AM	RFinney	into WIP default and Status of Action CAC.
Assign	10/16/2006 08:14:35 AM	RFinney	Case assigned to DLR64104
Chg Status	10/16/2006 08:14:35 AM	RFinney	Case status changed to Action Dealer
Notes	10/16/2006 08:14:29 AM	RFinney	Log notes.
Admin Subcase	10/16/2006 08:14:12 AM	RFinney	Number = 200610130433-1, Created in WIP default with due date 10/17/2006 07:00:00 AM..
Set Originato	10/16/2006 08:13:41 AM	RFinney	Set Originator: by RFinney
Rule Action	10/16/2006 08:13:41 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	10/16/2006 08:13:40 AM	RFinney	Case grabbed from RAbenes2 to RFinney's default WipBin.
Chg Status	10/16/2006 08:13:40 AM	RFinney	Case yanked
Dispatch	10/13/2006 09:53:17 AM	RAbenes2	from WIP default to Queue MCM Southern Follow-up.
Phone Log	10/13/2006 09:52:53 AM	RAbenes2	Start = 10/13/2006 09:52:16 AM, End = 10/13/2006 09:52:53 AM, Contact = [redacted]
Modify	10/13/2006 09:52:14 AM	RAbenes2	into WIP default and Status of Action CAC.
Phone Log	10/13/2006 09:52:14 AM	RAbenes2	Start = 10/13/2006 09:44:58 AM, End = 10/13/2006 09:52:14 AM, Contact = [redacted]
Create	10/13/2006 09:44:58 AM	RAbenes2	Contact = [redacted], Priority = Customer, Status = Action CAC.

Case Report - 200610130433

Customer/Caller Summary:

Customer Name/Address: [redacted]
Sevierville, TN [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Other-Please Specify
VIN:	
Dofu:	
Current Miles:	2450
Incident Miles:	2450
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	05
Dealer 1:	Lexus Of Kingsport, 64104
Selling Dealer:	

Case History:

Caller Seeks: Cllr sks to know what is wrong w/ veh before he makes a decision.
CAC Stated: Apol & adv f/u spec will contact cllr w/in 2 bus days. Cllr satis.

*** PHONE LOG 10/13/2006 09:52:14 AM RAbenes2
Caller states: owns 2007 ES 350 and sts his wife was driving the veh & the veh kept accelerating & the cruise light came on and veh kept picking up speed and that the veh reached 100mph. Cllr sts kept changing the gears, but veh would not stop. Cllr sts at 33 mph, the veh shut off. Cllr spk to Todd, svc advisor. Cllr adv that dlr said that they will have a rep to come out an inspect veh.

*** PHONE LOG 10/13/2006 09:52:53 AM RAbenes2 Action Type: Incoming call
I researched in CPA & it sts that VIN #JTHBJ46G372[redacted]. However, it does not pull up in Clarify.

*** SUBCASE 200610130433-1 CREATED 10/16/2006 08:14:12 AM RFinney

*** NOTES 10/16/2006 08:14:29 AM RFinney
To: Mike Smith, Service Manager
From: Risha Finney, LCS 310-468-8011

Within 2 bus days, please review cust concerns and provide dlr notes.

Thank you!

*** PHONE LOG 10/17/2006 07:26:23 AM RFinney Action Type: Incoming call
Spk to Leonard St Amand, FTS who adv he will be avail to inspect the veh next Tuesday, 10/24.

*** PHONE LOG 10/17/2006 12:59:52 PM RFinney Action Type: Outgoing call
L/m for Mike Smith, Service Manager.

*** PHONE LOG 10/17/2006 01:04:02 PM RFinney Action Type: Outgoing call
Clld [redacted] and spk to cust. Adv cust I am the specialist reviewing his cncrns w/the veh. Inqd if the veh is at the dlr. Cust sts the veh is at the dlr and he is in a loaner. Adv cust a FTS contacted me

to adv he will inspect his veh next Tuesday. Adv cust after the inspection either I or the dlr will contact him w/more info. Cust thanked.

*** NOTES 10/17/2006 01:07:42 PM RFinney
Sent an email to the Area office.

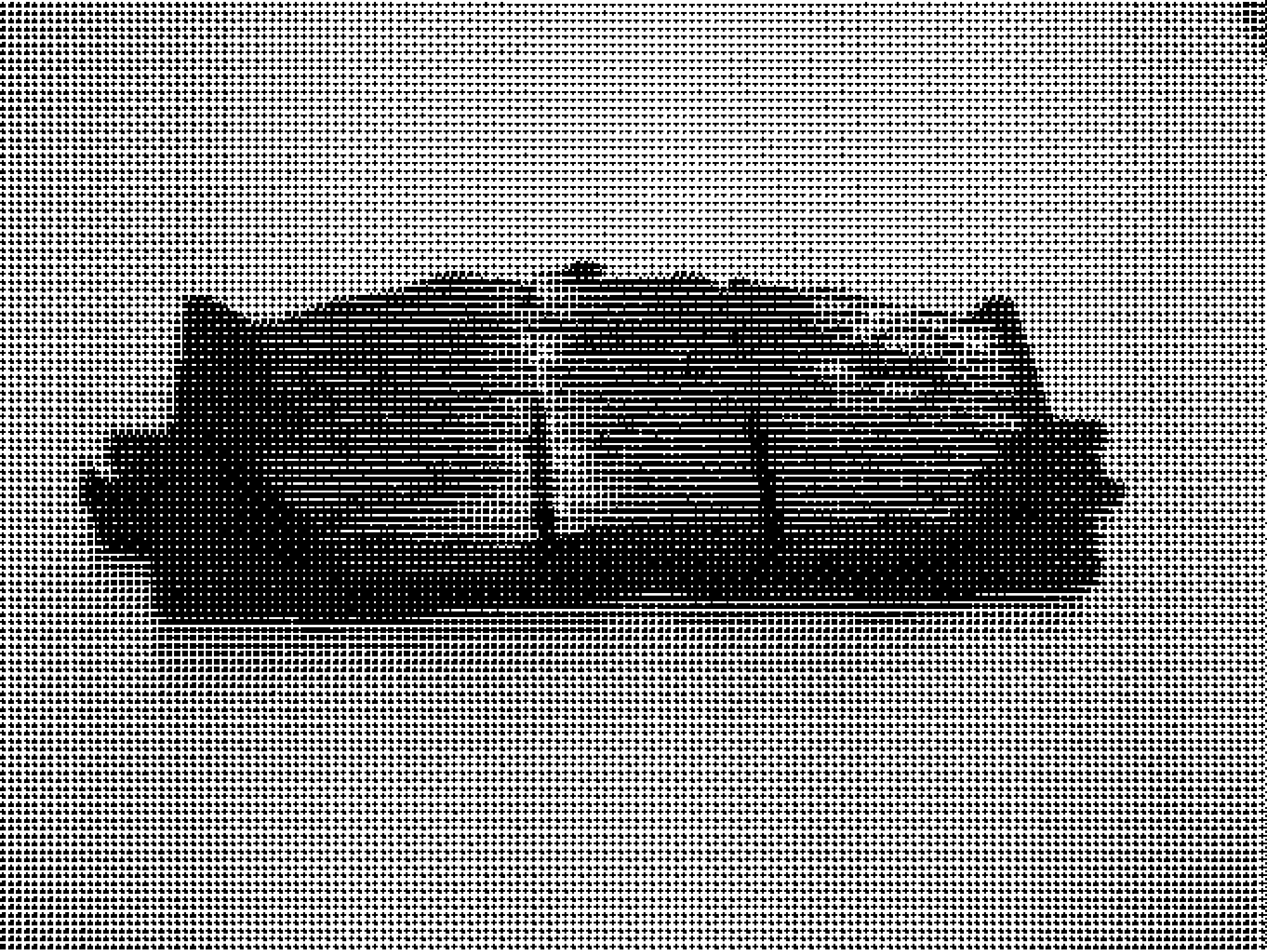
*** PHONE LOG 10/18/2006 11:05:46 AM RFinney Action Type: Incoming call
Rcvd a msg from MSmith, Service Manager that the tentative date for the FTS inspection is 10/24. He adv he is waiting on a c/b from the FTS to confirm the appt.

*** DEALER NOTES: 10/19/06 07:26:21
FTS WILL INSPECT VEHICLE AT DEALERSHIP ON 10/24/2006. FTS INSTRUCTED DEALER TO NOT MAKE ANY REPAIR ATTEMPT UNTIL THE INSPECTION.

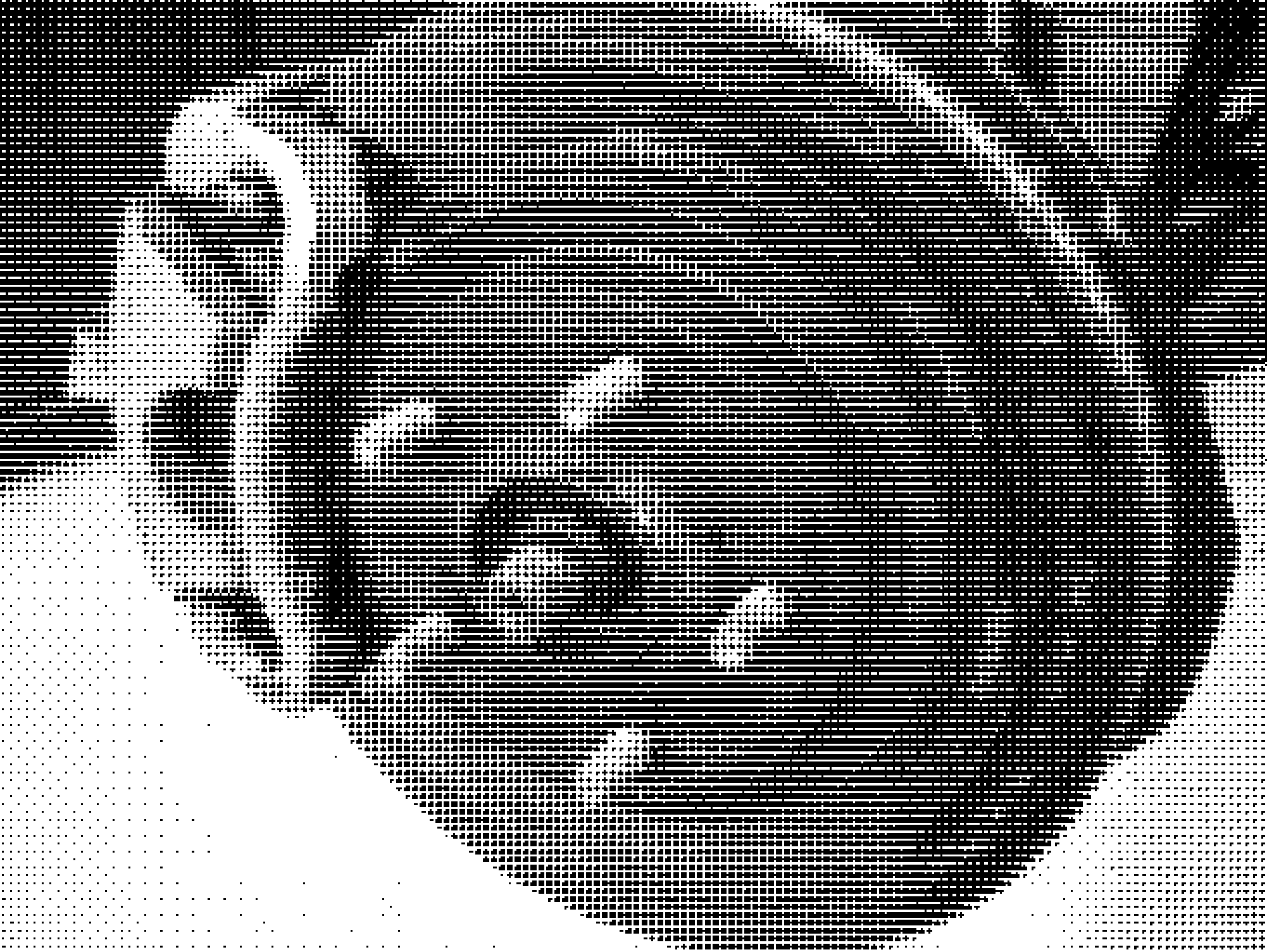
*** NOTES 11/15/2006 07:46:06 AM PPatel
Dlr notes" FTS INSPECTED VEHICLE AND WAS ABLE TO DUPLICATE CONDITION. FTS SPOKE TO CUSTOMER, AND CUSTOMER DOES NOT WANT VEHICLE BACK, CONCERNED ABOUT SAFETY. FTS FORWARDED INFORMATION TO LEGAL DEPT. AND CUSTOMER IS WAITING TO HEAR FROM LEGAL DEPT. CUSTOMER IS CURRENTLY DRIVING DEALER LOANER CAR.

Activity Summary:

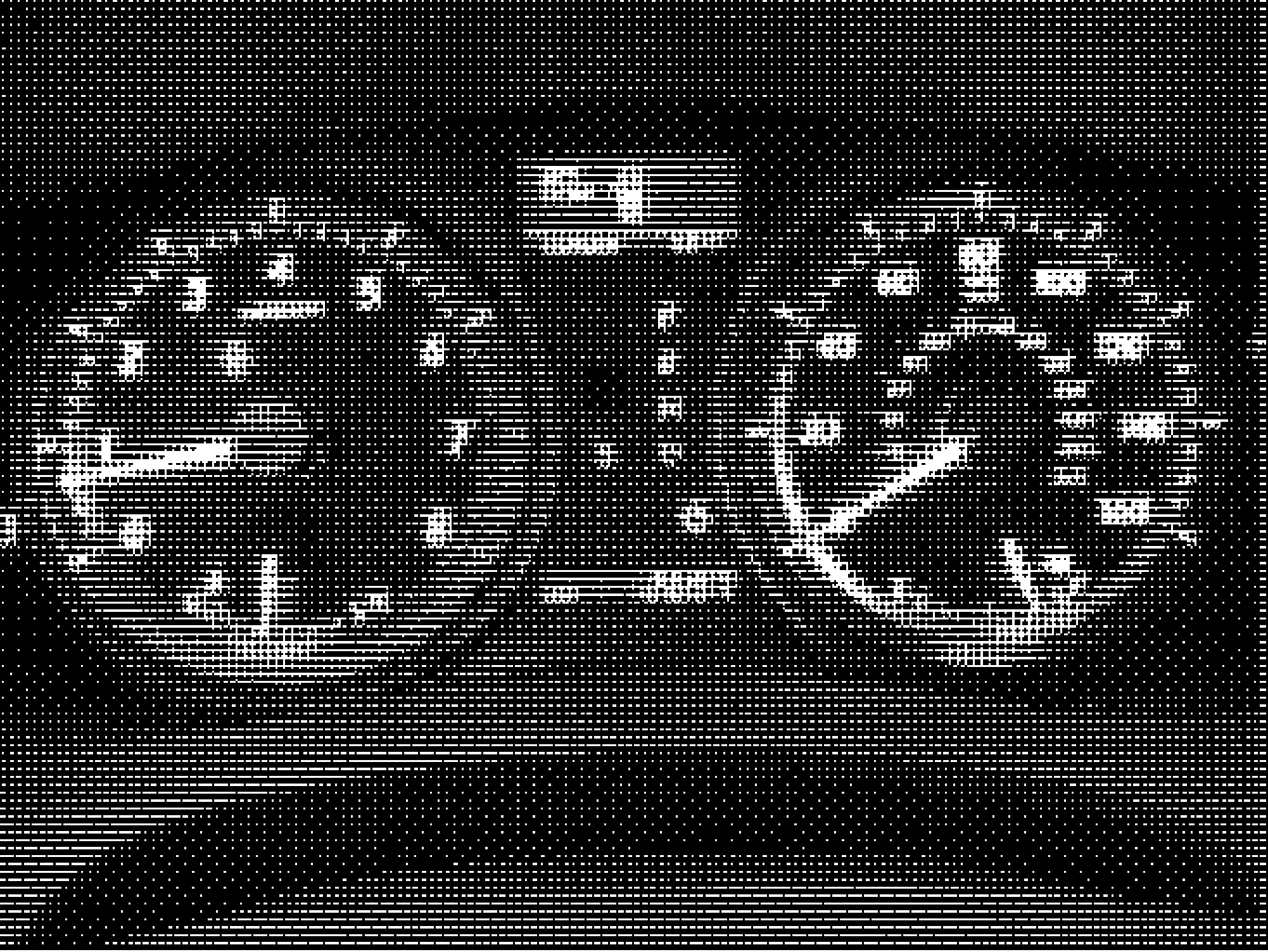
Activity	Date/Time	Originator	Additional Information
Notes	11/15/2006 07:46:06 AM	PPatel	Log notes.
Rule Action	11/15/2006 05:46:04 AM	rulemgr	Action Notify Orig that dlr closes in a case of rule Lexus Dealer Close fired
Chg Status	11/15/2006 05:45:56 AM	DLR64104	Status changed to Dealer Close
Dispatch	11/15/2006 05:45:56 AM	DLR64104	Case Dispatched to Southern Closed Queue.
Assign	11/07/2006 02:51:22 PM	PPatel	Case assigned to DLR64104
Chg Status	11/07/2006 02:51:22 PM	PPatel	Case status changed to Action Dealer
Rule Action	11/07/2006 02:51:21 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	11/07/2006 02:51:14 PM	PPatel	Set Originator: by PPatel
Yanked	11/07/2006 02:51:10 PM	PPatel	Case grabbed from RFinney to PPatel's default WipBin.
Chg Status	11/07/2006 02:51:10 PM	PPatel	Case yanked
Rule Action	10/30/2006 06:52:24 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	10/30/2006 06:52:17 AM	RFinney	Case grabbed from DLR64104 to RFinney's default WipBin.
Chg Status	10/30/2006 06:52:17 AM	RFinney	Case yanked
Rule Action	10/19/2006 07:26:29 AM	rulemgr	Action Notify Originator of dealer add of rule Lexus Notify Dealer Note Added fired
Notes	10/19/2006 07:26:21 AM	DLR64104	Log notes by dealer.
Phone Log	10/18/2006 11:05:46 AM	RFinney	Start = 10/18/2006 11:05:00 AM, End = 10/18/2006 11:05:46 AM, Contact = [redacted].
Notes	10/17/2006 01:07:42 PM	RFinney	Log notes.
Phone Log	10/17/2006 01:04:02 PM	RFinney	Start = 10/17/2006 01:02:56 PM, End = 10/17/2006 01:04:02 PM, Contact = [redacted]
Phone Log	10/17/2006 12:59:52 PM	RFinney	Start = 10/17/2006 12:59:46 PM, End = 10/17/2006 12:59:52 PM, Contact = [redacted]
Phone Log	10/17/2006 07:26:23 AM	RFinney	Start = 10/17/2006 07:25:55 AM, End = 10/17/2006 07:26:23 AM, Contact = [redacted]
Modify	10/16/2006 08:14:35 AM	RFinney	into WIP default and Status of Action CAC.
Assign	10/16/2006 08:14:35 AM	RFinney	Case assigned to DLR64104
Chg Status	10/16/2006 08:14:35 AM	RFinney	Case status changed to Action Dealer
Notes	10/16/2006 08:14:29 AM	RFinney	Log notes.
Admin Subcase	10/16/2006 08:14:12 AM	RFinney	Number = 200610130433-1, Created in WIP default with due date 10/17/2006 07:00:00 AM..
Set Originato	10/16/2006 08:13:41 AM	RFinney	Set Originator: by RFinney
Rule Action	10/16/2006 08:13:41 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	10/16/2006 08:13:40 AM	RFinney	Case grabbed from RAbenes2 to RFinney's default WipBin.
Chg Status	10/16/2006 08:13:40 AM	RFinney	Case yanked
Dispatch	10/13/2006 09:53:17 AM	RAbenes2	from WIP default to Queue MCM Southern Follow-up.
Phone Log	10/13/2006 09:52:53 AM	RAbenes2	Start = 10/13/2006 09:52:16 AM, End = 10/13/2006 09:52:53 AM, Contact = [redacted]
Modify	10/13/2006 09:52:14 AM	RAbenes2	into WIP default and Status of Action CAC.
Phone Log	10/13/2006 09:52:14 AM	RAbenes2	Start = 10/13/2006 09:44:58 AM, End = 10/13/2006 09:52:14 AM, Contact = [redacted]
Create	10/13/2006 09:44:58 AM	RAbenes2	Contact = [redacted] Priority = Customer, Status = Action CAC.



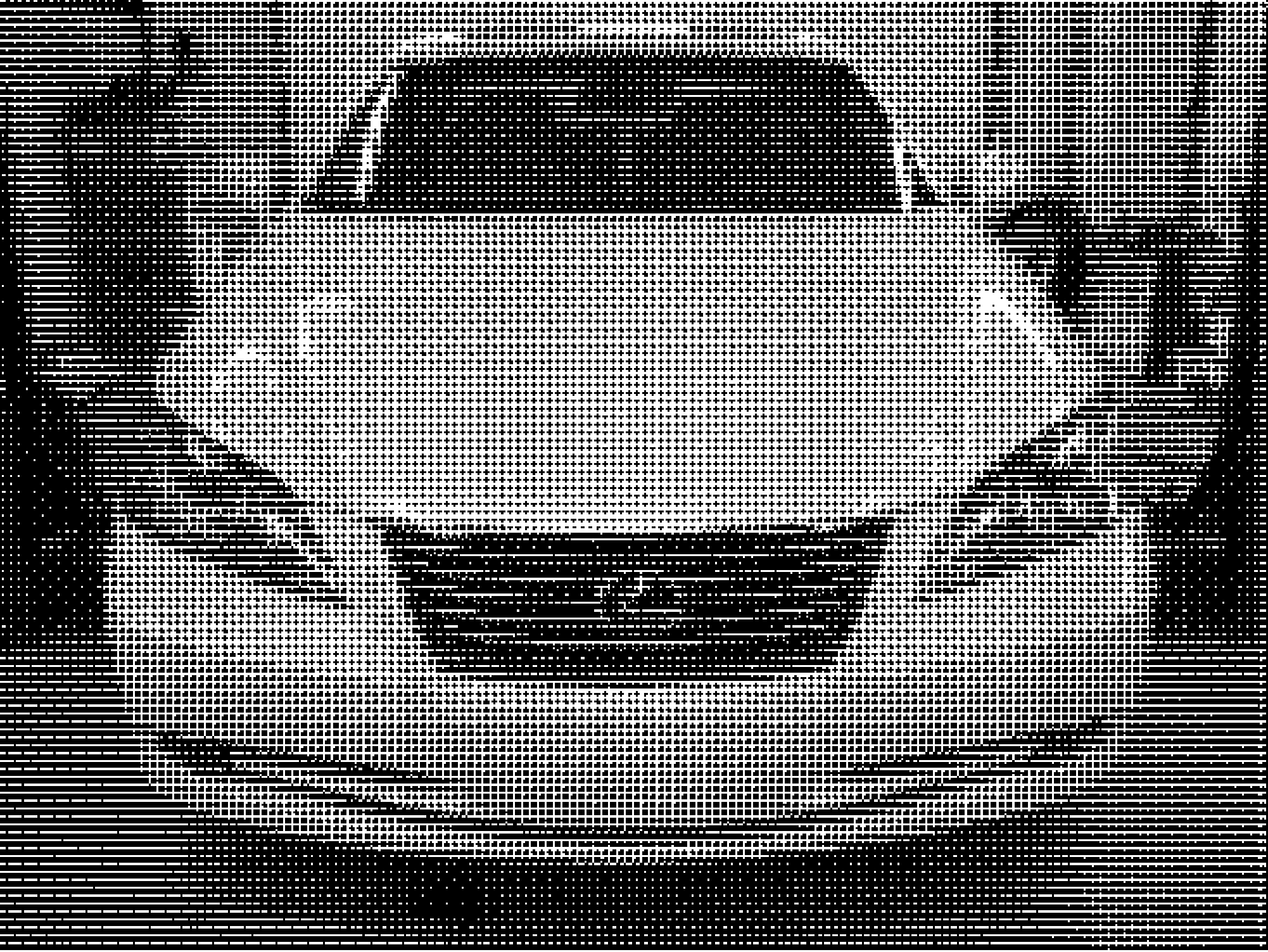
TOY-RQ-05D-00000161



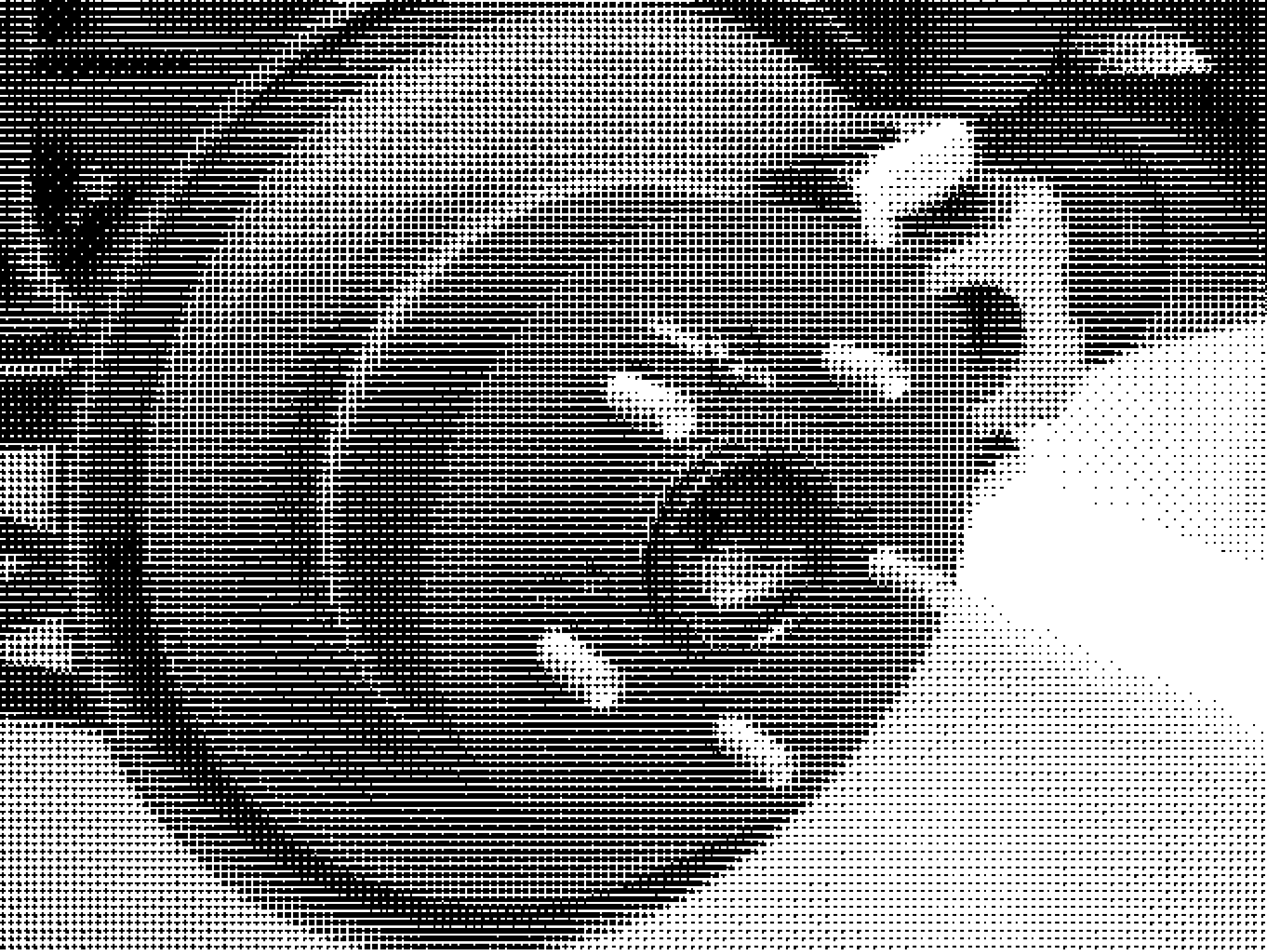
TOY-RQ-05D-00000163



TOY-RQ-05D-00000165



TOY-RQ-05D-00000170



TOY-RQ-05D-00000171

TOYOTA

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

March 19, 2007

VIA US MAIL

[redacted]
Sevierville, TN [redacted]

Re: Date of Incident: October 10, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Mr. and Mrs. [redacted]:

I am in receipt of your letter dated February 14, 2007, and am responding as requested. You have requested a copy of the October 24, 2006 inspection report prepared by our Field Technical Specialist.

Please be advised that it is Toyota Motor Sales, USA, Inc. policy not to release copies of internal reports. The findings of that inspection were provided for you on December 4, 2006.

Very truly yours,

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

[redacted]
Aliene Paboojian
Sr. Legal Assistant

TOYOTA

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

December 4, 2006

VIA US MAIL

[redacted]
Sevierville, TN [redacted]

Re: Date of Incident: October 10, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Mr. and Mrs. [redacted]

This letter is in response to your letter contact with our National Customer Satisfaction Department in regards to the above referenced incident.

You have requested the findings of our investigation. Your vehicle was inspected by one of our Field Technical Specialists ("FTS") on October 24, 2006. Our FTS was unable to duplicate the unintended acceleration that you reported.

In order for the incident sequence to have occurred as reported to us, two totally different systems would have to fail at exactly the same time, the throttle linkage and the brakes. If properly maintained, the brakes will always override the acceleration.

We are very sorry about this unfortunate incident and thank you for allowing us to address your concerns.

Very truly yours,

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

[redacted]
Aliene Paboojian
Sr. Legal Assistant

[redacted]
Sevierville, TN [redacted]

RECEIVED
FEB 22 2007
LEGAL DEPT.

February 14, 2007

Ms. Ailene Paboojian
Sr. Legal Assistant
Toyota Motor Sales, U.S.A.
19001 South Western Avenue
Torrance, CA 90501

RE: Date of Incident: October 12, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Ms. Paboojian:

This letter is being sent to you because I realize a phone call would be to no avail. On 1/11/07, 1/17/07, and 1/19/07 my husband called Toyota Motor Sales (you on 1/19), and was told on each call that someone would call him back. Of course, no one ever has.

At this time, I am sending a written request for field technician Leonard St. Dimon's (from the Atlanta district office) written and computerized report on his inspection of my ES350, which currently remains at the Kingsport, TN dealership. I know that I am entitled to see ALL reports of ANY inspection or work done on my car, I want this immediately.

I, too, am very sorry for this very unfortunate incident, and thank you for allowing me to address my incident to Toyota Motor Sales.

Very truly yours,

[redacted]

Certified Return Requested

cc: Toyota Motor Co.
cc: National Center for Dispute Settlement (NCDS)

LEGAL SERVICES

FEB 2 2 2007

GROUP RECEIVED COPY

[redacted]
Sevierville, TN [redacted]
[redacted]

February 14, 2007

Ms. Ailene Paboojian
Sr. Legal Assistant
Toyota Motor Sales, U.S.A.
19001 South Western Avenue
Torrance, CA 90501

RE: Date of Incident: October 12, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Ms. Paboojian:

This letter is being sent to you because I realize a phone call would be to no avail. On 1/11/07, 1/17/07, and 1/19/07 my husband called Toyota Motor Sales (you on 1/19), and was told on each call that someone would call him back. Of course, no one ever has.

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Very truly yours,

[redacted]

Certified Return Requested

cc: Toyota Motor Co.
cc: National Center for Dispute Settlement (NCDS)

[redacted]
Sevierville, Tn.

KNOXVILLE TN 379
15 FEB 2007 PM 1 L

A108

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

90501+1136

TOY-RQ-05D-00000176

908-Bank (2265)
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Sender:
02/21/07 13:34 1 of 1
022107133452

A108

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

ATT [redacted]

90501+1196-99 C031

TOY-RQ-05D-00000178

HP Fax K1220xi

Log for
HOLIDAY INN SUNSPREE
865 436 7974
Mar 01 2007 12:05pm

Last Transaction

Date	Time	Type	Identification	Duration	Pages	Result
Mar 1	11:57am	Fax Sent	14232242286	8:14	15	OK

PRESENTED @ HEARING
BY CUSTOMER. FAXED
TO MEGA. REP.

Leonard St. Amand
423-224-2286

March 1, 2007

Arbitration Hearing Toyota Motor Co, Inc. (Lexus)
[redacted]

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(C) Notarized Statement from Baker's Wrecker Service

(D) Certified letter requesting technician report

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(F) Response from NHTSA addressing several similar complaints

(G) Current similar complaints reported to NHTSA

(H) Lexus Manufacturer response form to arbitration hearing

(A)

[redacted]
Sevierville, TN 3[redacted]
10-13-06

I am writing these words to try and convey some of my feelings of a near death experience, which occurred on Oct. 12th, 2006 between approx. 10:50-11:00 a.m.

On this Thursday, I had planned on visiting my 85 yr. old father in Knoxville. I was driving my 2007 Lexus 350 ES from my home in Sevierville down Hwy 66 to I-40 East. Upon entering I-40 I accelerated, with everyone else, into the flow of traffic. At this point, I merged over into the second lane, NOT going into the passing gear.

It is at this time I lost all control of the acceleration of the vehicle. The car goes into passing gear and the cruise light comes on. At this time, I am thinking that maybe the cruise is what has caused the car to accelerate, as my foot is NOT on the gas pedal. I take off the cruise control. The car continues to accelerate. The car is now up to 80 mph. The brakes do not slow the car at all. Now I am at 85-90 mph. I push the car into NEUTRAL and it makes a revving noise. I push the emergency brake on....nothing helps. I continue hitting and slamming the brakes. Now I am doing 95 mph. I look at the traffic ahead to see if I can maneuver in and out of the upcoming cars and trucks, or if I am going to need to put the car into the guardrail and into the trees.

The last time I looked at the speedometer it read 100 mph. At this time, I had the emergency brake on while frantically shifting between ALL gears (besides park) but mainly had it in REVERSE, and with the emergency brake on. I finally figured the car was going to go to its maximum speed and was praying to God to please help me. After about 3 miles had passed, I thought it was my time to die, and I called my husband. I knew he couldn't help me in this particular situation, but I just needed to hear his voice.

What an awful 911 call he received at work...

At almost exactly 6 miles God intervened. I had not tried anything different that I had frantically tried before to slow the vehicle, yet the car began to slow down ever so slowly. It slowed enough for me to pull to the left median, with the motor still revving up and down. At 35 mph it would not shut off. Finally, at 33 mph I was able to turn the engine off. However, the radio remained on and I was not about to touch ANY button on that car now, or ever again.

[redacted]

TOYOTA

(B)

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

December 4, 2006

VIA US MAIL

[redacted]
Sevierville, TN [redacted]

Re: Date of Incident: October 10, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Mr. and Mrs. [redacted]

This letter is in response to your letter contact with our National Customer Satisfaction Department in regards to the above referenced incident.

You have requested the findings of our investigation. Your vehicle was inspected by one of our Field Technical Specialists ("FTS") on October 24, 2006. Our FTS was unable to duplicate the unintended acceleration that you reported.

In order for the incident sequence to have occurred as reported to us, two totally different systems would have to fail at exactly the same time, the throttle linkage and the brakes. If properly maintained, the brakes will always override the acceleration.

We are very sorry about this unfortunate incident and thank you for allowing us to address your concerns.

Very truly yours,

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

[redacted]
Aliene Paboojian
Sr. Legal Assistant

(C)

This is to verify that I was the driver of the wrecker, for Baker's Wrecker Service, Sevierville, Tennessee, that picked up [redacted]'s 2007 Lexus ES 350 on Interstate 40, October 12, 2006. When I started to winch the vehicle onto the roll-back, I asked Mr. [redacted] to place the car in neutral. When he moved the car into neutral, the engine turned over and attempted to start by itself. It stopped on it's own after several seconds. After getting the car loaded, I was securing the rear of the car and noticed the smell of hot brakes. On further inspection I saw that the brake pads were burnt up, smelled extremely hot and the rotors were scorched and pitted. I pointed this out to the [redacted] and was told that the car had, for no reason, ran away with her and would not stop. According to Mrs. [redacted] all this happened with the emergency brake on, the transmission in reverse and both feet on the brake.

If you have any questions concerning this incident, please call me at 865-453-9203.

[redacted] 2-20-7

Tommy Clayton date
Baker's Wrecker Service

County of Sevier
State of Tennessee

Signed before me this 20th day of February, 2007, a notary public in the state of Tennessee.

[redacted]

Notary Public

2/23/10

LAURA L. HENRY
NOTARY PUBLIC
SEVIER COUNTY

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:

Ms. Aileen Paboojian
SR. Legal Assistant
Toyota Motor Sales, USA
19001 South Western Ave.
Torrance, CA. 90501

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
FEB 21 2007

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

(D)

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) 7004 2890 0000 9736 4751

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-25

[redacted]
Sevierville, TN [redacted]

February 14, 2007

Ms. Ailene Paboojian
Sr. Legal Assistant
Toyota Motor Sales, U.S.A.
19001 South Western Avenue
Torrance, CA 90501

RE: Date of Incident: October 12, 2006
Vehicle: 2007 ES350
VIN: JTHBJ46G372[redacted]

Dear Ms. Paboojian:

This letter is being sent to you because I realize a phone call would be to no avail. On 1/11/07, 1/17/07, and 1/19/07 my husband called Toyota Motor Sales (you on 1/19), and was told on each call that someone would call him back. Of course, no one ever has.

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I, too, am very sorry for this very unfortunate incident, and thank you for allowing me to address my incident to Toyota Motor Sales.

Very truly yours,

[redacted]
Certified Return Requested

cc: Toyota Motor Co.
cc: National Center for Dispute Settlement (NCDS)

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Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $4.64	02/15/2007

Sent To: Toyota Mtr Co -
Street, Apt. No.; or PO Box No.: 19001 South Western Ave
City, State, ZIP+4: Torrance, CA 90501
See Reverse for Instructions

(E)

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Office of Defects Investigation

2

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- Contact

1-888-327-4236

TTY
- 1-800-424-9153 or
- 1-202-484-5238

Help

Consumer » Complaint » Vehicle » Preview

VOQ Confirmation

Your Complaint Information is successfully submitted.

Your Confirmation number (ODI Number) is: **10182245**

Click on the "Print Complaint" button to see a print version of the confirmation page to print for your records.

Print Complaint

Consumer Information

Name : [redacted]
Org. Name :
Address : [redacted]
City, State, Zip : Sevierville, TN [redacted] USA
Daytime Phone : [redacted] **Ext :**
Evening Phone : [redacted] **Fax :** [redacted]
Email : [redacted]

top

Complaint Information

Description : WHILE MERGING ONTO I-40 INTERSTATE IN MY 3 MONTH OLD 2007 ES 350, I ACCELERATED TO 65 MPH, BUT THE CAR CONTINUED TO ACCELERATE ON ITS OWN. THE CRUISE LIGHT CAME ON BY ITSELF. I DISENGAGED THE CRUISE, APPLIED THE BRAKE WITH BOTH FEET, AND SHIFTED INTO LOWER GEARS, INCLUDING NEUTRAL. I APPLIED THE EMERGENCY BRAKE & SHIFTED INTO REVERSE, AS THE CAR WAS NOW APPROACHING 100 MPH. I TRAVELED ALMOST 6 MILES AT 110+ MPH WITH THE GEARSHIFT IN REVERSE BEFORE THE BRAKES TOOK HOLD. TOYOTA MOTOR CO. DENIES THIS CAN HAPPEN, BUT THIS CAR NEEDS TO BE RECALLED. I WILL NEVER DRIVE THIS CAR AGAIN AND AM THANKFUL TO BE ALIVE EVERYDAY.

Incident Date :	10/12/2006	**Fire :**	No
Num. Failures :	1	**Property Damage :**	No
Num. Deaths :	0	**Crash :**	No
Num. Injured :	0	**Police Report :**	No
Referral Source :	INTERNET		

top

Vehicle Information

VIN :	JTHBJ46G372[redacted]	**Purchase Date :**	6/10/2006
Manufacturer :	TOYOTA MOTOR CORPORATION		
Year, Make and Model :	2007/LEXUS/ES350	**Original Owner :**	Yes
# of Cylinders :	6	**Trans. Type :**	AUTOMATIC
Engine Size :		**VehicleDetails Usage :**	UNKNOWN
Cruise Control :	Yes	**Antilock Brakes :**	Yes
Current Mileage :	2500	**Speed :**	110
Failure Mileage :	2500	**Powertrain :**	REAR WHEEL DRIVE
Body Style :	4-DOOR	**Fuel System :**	FUEL INJECTION
Fuel Type :	GAS	**Vehicle Type :**	PASSENGER CAR

Vehicle Component Information

Component 1: VEHICLE SPEED CONTROL **OEM:** No

Vehicle Dealer Information

☑ Dealer : 1

Name : Lexus of Kingsport **Dealer Type :** SALES DEALER

Address : Stone Drive

Kingsport
TN

Dealer Phone: 423-224-2278 **Dealer Fax:**

Email:

top

Back Proceed Exit

[redacted]

(F)

From: [redacted]
Sent: Thursday, February 22, 2007 11:32 AM
To: [redacted]
Subject: FW: 2007 Lexus ES350

I thought you might like to see this!

From: *<Steve.Chan@dot.gov>*
To: [redacted]
Subject: *2007 Lexus ES350*
Date: *Wed, 21 Feb 2007 10:09:37 -0500*

Hi [redacted]

Thanks for reporting to the National Highway Traffic Safety Administration (NHTSA) regarding the throttle problem you described with your 2007 Lexus ES350.

The Office of Defects Investigation of NHTSA has received several similar complaints from owner of 2007 Lexus ES350. To help us evaluate this issue, could you please kindly help us further by responding to the following? Please answer all the questions even though you may have provided the answer in your complaint to NHTSA.

1. Does the vehicle equipped with the available "intelligent (distance pacing)" cruise control?
2. Was the cruise control in operation at the time of the incident? If so, did the cruise control disengaged upon braking or manually turning it off? (Did the cruise control 'on' dash indicator go off?)
3. How long had you been driving and at what speed prior to the throttle malfunction? Did the vehicle increase its speed by itself? Increased to what speed? Or was it more like it wouldn't decrease its speed?
4. Was there any warning light or message come on before, during, or after the incident? If so, please describe.
5. How did you get the vehicle to stop?
6. Has the problem been identified and correct? If so, please scan and email me the repair invoice.

Thank you for taking the time and reported to NHTSA and for taking the extra time to assist us further.

Steve Chan
Safety Defects Engineer
Office of Defects Investigation/NHTSA
(202) 366-8537

With tax season right around the corner, make sure to follow these few simple tips.

2/27/2007

(G)

SEVERAL SIMILAR COMPLAINTS. *NM

Document Search

☐ Check to Request Research. Submit below.

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : No **Fire :** No **Number of Injuries:** 0

ODI ID Number : 10179191 **Number of Deaths:** 0

Date of Failure: January 18, 2007

VIN : JTHBJ46GX72...

Component: VEHICLE SPEED CONTROL:CRUISE CONTROL

Summary:

TL* - THE CONTACT OWNS A 2007 LEXUS ES350. THE CONTACT IS THE ORIGINAL OWNER OF THE VEHICLE AND IMMEDIATELY OBSERVED THE CRUISE CONTROL WAS NOT OPERATING PROPERLY. THE CONTACT'S OIL AND WATER LEAK FAILURE OCCURRED AT LESS THAN 2000 MILES. THE CONTACT IS CONCERNED THAT THE LEAK COULD CAUSE A FIRE SINCE THERE IS NO INDICATION WHERE THE LEAKS ORIGINATE. THE CONTACT NOTICED WHILE DRIVING AT 5 MILES PER HOUR THE VEHICLE'S CRUISE CONTROL CAUSED THE VEHICLE TO ACCELERATE. THE CONTACT FIRST NOTICED THAT THE CRUISE CONTROL WASN'T FUNCTIONING PROPERLY AT THE TIME OF PURCHASE ON OCTOBER 11, 2006. THE CONTACTS VEHICLE IS CURRENTLY AT THE DEALER FOR REPAIR. THE CONTACT HAS RESEARCHED SEVERAL SIMILAR COMPLAINTS. *NM

Document Search

☐ Check to Request Research. Submit below.

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : Yes **Fire :** No **Number of Injuries:** 5

ODI ID Number : 10180658 **Number of Deaths:** 0

Date of Failure: January 18, 2007

VIN : JTHBJ46G872...

Component: VEHICLE SPEED CONTROL

Summary:

WHILE DRIVING MY 2007 LEXUS ES 350 ON A VERY BUSY P'WAY THE VEHICLE ACCELERATED ON ITS OWN. THE CAR JUST TOOK OFF. I APPLIED THE BRAKES ONCE, THEN AGAIN AND AGAIN I HAD MY FOOT ON THE BRAKE PEDAL ALL THE WAY TO

THE FLOOR AND THE CAR DID NOT SLOW DOWN. IT WAS A HORROR. I HAD NO CONTROL OF THE SPEED AND ULTIMATELY CAUSED A SIX CAR COLLISION. PEOPLE INCLUDING MYSELF WERE HURT AND HOSPITALIZED. THE PURPOSE OF MY PURCHASING THIS VEHICLE WAS DUE TO THE 5 STAR RATING AND SAFETY. AFTER RESEARCHING I FOUND TOO MANY OTHER COMPLAINTS OF THIS NATURE. THE VEHICLE IS MUCH TO DANGEROUS AND SHOULD H BE RECALLED. VERY DISAPPOINTED AN ITS A MIRACLE I'M ALIVE. *NM

Document Search

☐ Check to Request Research. Submit below.

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : No **Fire :** No **Number of Injuries:** 0

ODI ID Number : 10182046 **Number of Deaths:** 0

Date of Failure: February 1, 2007

VIN : JTHBJ46G672...

Component: EXTERIOR LIGHTING:HEADLIGHTS

Summary:

I BOUGHT A LEXUS ES 350, 2007, ON JAN. 12, 2007, AND DROVE IT AT NIGHT FOR THE FIRST TIME ON FEB. 2, 2007. THE CAR HAS HID HEADLIGHTS WITH AFS. WE WERE DRIVING ON AN INTERSTATE WITH NO OTHER LIGHTS AROUND AND WE DROVE IT IN THE CITY THE NEXT NIGHT. THE HEADLIGHTS ARE UNACCEPTABLE BECAUSE WE CAN BARELY SEE WITH THEM AT NIGHT. IT'S WORSE OBVIOUSLY OUTSIDE CITIES, BUT ALSO DIFFICULT EVEN WHERE THERE ARE STREET LIGHTS. WE CAN SEE CLEARLY A FEW FEET IN FRONT OF THE CAR, BUT THEN

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Office of Defects Investigation

Complaints - Search Results

7 Records Displayed.

Report Date : **December 10, 2006 at *05:28 PM***
SEARCH TYPE : **VEHICLE**
YEAR : **2007**
Make : **LEXUS**
Model : **ES350**

Make : LEXUS **Model :** ES350 **Year :** 2007
Manufacturer : TOYOTA MOTOR CORPORATION
Crash : No **Fire :** No **Number of Injuries:** 0
ODI ID Number : 10156602 **Number of Deaths:** 0
Date of Failure: May 2, 2006
VIN : Not Available
Component: VEHICLE SPEED CONTROL
Summary:
DT*: THE CONTACT STATED WHILE TRAVELING 30 MPH, THE VEHICLE BEGAN TO ACCELERATE UNCONTROLLABLY. THE VEHICLE WOULD NOT SLOW WITH BOTH FEET DEPRESSED ON THE BRAKE PEDAL AND IN NEUTRAL. THE VEHICLE STOPPED ONCE IN PARK. THE VEHICLE WAS TOWED TO THE DEALERSHIP, BUT THEY ARE UNABLE TO DETERMINE THE PROBLEM. THE MANUFACTURER HAS SENT TECHNICIANS TO LOOK INTO THE PROBLEM. THE VEHICLE IS A 2007 LEXUS ES350. *AK

Make : LEXUS **Model :** ES350 **Year :** 2007
Manufacturer : TOYOTA MOTOR CORPORATION
Crash : No **Fire :** No **Number of Injuries:** 0
ODI ID Number : 10166603 **Number of Deaths:** 0

ODI ID Number : 10169227 **Number of Deaths:** 0

Date of Failure: September 25, 2006

VIN : JTHBJ46G972...

Component: AIR BAGS:FRONTAL:SENSOR/CONTROL MODULE

Summary:

DT*: THE CONTACT STATED THE AIR BAG LIGHT ILLUMINATED ON AND OFF ON THE DASH WHEN THE PASSENGER SEAT WAS OCCUPIED. THE VEHICLE WAS DRIVEN TO THE DEALER WHERE IT WAS DETERMINED THE AIR BAG OPERATED AS DESIGNED. *AK

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : No **Fire :** No **Number of Injuries:** 0

ODI ID Number : 10174071 **Number of Deaths:** 0

Date of Failure: November 21, 2006

VIN : Not Available

Component: VEHICLE SPEED CONTROL

Summary:

DT*: THE CONTACT STATED WHILE DRIVING 20 MPH, THE VEHICLE ACCELERATED WITHOUT WARNING. THE VEHICLE WAS SHIFTED INTO NEUTRAL AND BACK TO DRIVE BEFORE IT WOULD SLOW DOWN. THE DEALER WAS ALERTED. THE VEHICLE WAS A 2007 LEXUS ES350. *AK

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : No **Fire :** No **Number of Injuries:** 0

ODI ID Number : 10174866 **Number of Deaths:** 0

Date of Failure: October 23, 2006

VIN : JTHBJ46G972...

Component: AIR BAGS:FRONTAL:SENSOR/CONTROL MODULE

Summary:

DT*: THE CONTACT STATED EVERY TIME AN OCCUPANT WHO MEASURED 5 FEET 7 INCHES TALL AND 120 POUNDS, SAT EITHER IN THE PASSENGER OR

DRIVER SEAT, THE AIR BAG LIGHT TURNED OFF. THE DEALER AND THE MANUFACTURER WERE NOT CONTACTED.

Make : LEXUS **Model :** ES350 **Year :** 2007

Manufacturer : TOYOTA MOTOR CORPORATION

Crash : No **Fire :** No **Number of Injuries:** 0

ODI ID Number : 10175335 **Number of Deaths:** 0

Date of Failure: August 2, 2006

VIN : Not Available

Component: VEHICLE SPEED CONTROL

Summary:

DT*: THE VEHICLE STATED WHILE TRAVELING 65 MPH ON DRY ROAD CONDITIONS, THE VEHICLE BEGAN TO ACCELERATE UNCONTROLLABLY TO 70 MPH. THE CRUISE CONTROL WAS ACTIVATED WHEN THIS OCCURRED. THE VEHICLE WAS PLACED IN NEUTRAL, AND THE BRAKE PEDAL WAS DEPRESSED, WHICH SLOWED DOWN THE VEHICLE. ON ANOTHER OCCASION WHILE TRAVELING 20 MPH, SUDDEN ACCELERATION RECURRED, THE VEHICLE WAS SHIFTED INTO PARK AND THE IGNITION WAS TURNED OFF. THE DEALER WAS CONTACTED, WHO DETERMINED THAT THE FLOORMAT COULD HAVE DEPRESSED THE ACCELERATOR PEDAL. ON 12/05/06, THE PROBLEM RECURRED WHILE TRAVELING 30 MPH. THE BRAKES WERE DEPRESSED, WHICH DID NOT STOP THE VEHICLE. THE AUTOMATIC TRANSMISSION WAS SHIFTED INTO PARK, WHICH COMPLETELY SHUT THE VEHICLE OFF. SMOKE WAS NOTICED COMING FROM THE ENGINE COMPARTMENT. ON 12/06/06, THE MANUFACTURER WAS CONTACTED, WHO PROVIDED NO ASSISTANCE.

Eddie Smith

From: Smith, Terry [TSmith@Strongwell.com]
Sent: Thursday, December 14, 2006 2:58 PM
To: [redacted]

This is the one that I have been looking at:

Make : LEXUS **Model :** RX350 **Year :** 2007
Manufacturer : TOYOTA MOTOR CORPORATION
Crash : Yes **Fire :** No **Number of Injuries:** 1
ODI ID Number : 10174732 **Number of Deaths:** 0
Date of Failure: September 2, 2006
VIN : JTHBJ46G372...
Component: VEHICLE SPEED CONTROL
Summary:
__WHILE TRAVELING NORTH BOUND AT APPROXIMATELY 55 MPH ON INTERSTATE I-75 / M-59 WITH IN OAKLAND COUNTY / STATE OF MICHIGAN MY AUTOMOBILE SUDDENLY ACCELERATED, AFTER ATTEMPTING TO APPLY THE AUTOMOBILE BRAKES, TO APPROXIMATELY 85 MPH. THIS SUDDEN UNWANTED ACCELERATION CAUSED THE VEHICLE TO CRASH INTO THE HIGHWAY GUARD RAIL AND GO INTO A ROLL OVER. AS A RESULT OF THE SUDDEN ACCELERATION AND ROLL OVER THE VEHICLE WAS DAMAGE BEYOND REPAIR AND I WAS INJURED WITH SERIOUS BACK, NECK AND PELVIC INJURIES. *JB

Terry Smith
Technical Sales Manager,Strongwell
276-645-8107

12/14/2006

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Seat Belts
Service Campaigns
SUV's
Vehicle Fires

Lemon Laws by State

Contact Information

first name:	[redacted]
last name:	[redacted]
address 1:	11 Mountainbrook
address 2:	
city:	Irvine
country:	USA
state:	California
zip/postal code:	[redacted]

Problem Description

My Lexus ES330 was less than two months old and the mileage read about 950 the time when the accident happened. It occurred on the way to work at 8:40 am March 8th, 2004. It was a sunny warm day. As I was driving on the far right lane of South 5 freeway with speed around 65 to 70 mph, a car next to my lane was trying to cut in front of me. In order to keep a safe distance, I tried to slow down the car by pressing the brake. The moment I pressed the brake the car swerved to the right. I couldn't control where the vehicle was heading and the car didn't slow down as I further pressed the brake. It bumped into the guardrail and turned 180 degree facing the oncoming cars. Luckily, I was able to make a turn and parked the car without hitting anybody. The car was damaged from the right head light all the way to the rear bumper. I immediately called the dealer and Lexus sent a inspector to check on the car. One week later, I was informed the car is OK and there is nothing abnormal after their investigation. I requested an investigation report and the response I got is I have to "go through the legal system". There was no explanation for the exact meaning of this phrase. I am a good driver with excellent record. The whole experience was totally out of nowhere and unpredictable. I kept looking back to find any clues that might lead to the accident. As I studied the NHTSA complaints, most of them happened during slow speed driving. My case happened on the freeway. I have two little kids and would like to be sure the car is safe to drive after been fixed.

The Complaint was entered into the database:
25 March 2004

Vehicle Information

make of car:	Lexus
model of car:	ES330
year:	2004
vehicle identification number:	JTHBA30G145[redacted]
transmission type:	automatic

Complaint Information

1825 Connecticut Ave, NW
Suite 330
Washington, DC 20009-5708

(202) 328-7700

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By Jayne O'Donnell and David Kiley, USA TODAY

ROCKVILLE, Md. — Carol Mathews, 60, has been driving since she was 12 years old on a South Dakota farm. So when her 2002 Lexus ES 300 ran into a tree as she pulled into a restaurant parking space last fall, she was pretty sure she wasn't the problem. She says it was the third time the car lurched forward without her help.

Marlene Fett, 70, swears she hadn't touched the gas pedal when her 1988 Lincoln Town Car plowed into a carousel outside an Arkansas Wal-Mart in 1995. The crash killed 6-month-old Nathaniel Chapman and seriously injured his then-2-year-old brother, Jonathan.

Was it the car or the driver?

The question lingers 15 years after federal auto safety officials said so-called unintended or sudden acceleration was caused when drivers stepped on the gas instead of the brake. The National Highway Traffic Safety Administration's 1989 report was in response to well-publicized complaints that models sold by Audi and other automakers would take off on their own from a standstill, travel several feet and usually crash.

But lack of ironclad proof that the cause of unintended acceleration lies either with a car defect or driver error has made the issue a recurring nightmare for automakers and regulators. Each new spate of incidents can cause renewed jitters among drivers.

Now, NHTSA has opened an investigation into whether a new technology is making unintended acceleration more frequent — or just giving errant drivers and plaintiffs' lawyers something new to blame for crashes.

The technology, electronic throttle control, uses sensors to tell a car's computer how much to open the throttle, which lets in air, and how much fuel to inject into the engine to control speed. Automakers like the technology, which replaces a mechanical cable, for reliability and cost savings, and because its helps fuel economy and improves performance. But it works with other new and often bug-ridden electronics that plaintiffs' lawyers say are leading to unintended acceleration.

Specifically, NHTSA is investigating the electronic throttle control system in more than 1 million 2002-03 Toyota Camrys, Solaras and Lexus ES 300s. It has narrowed the probe to 11 complaints of engine surge, five that involved crashes. More than two dozen other complaints were dropped from the investigation.

But the Toyota case is only one of several recent unintended acceleration developments. Others:

• At least 16 drivers have told NHTSA that their 1998-99 Audi A6 sedans pick up speed without help while already moving, mostly in subzero temperatures in Northeastern states. Drivers said the only way to stop the car was to turn the ignition off. The agency is investigating.

• Subaru recalled 128,000 vehicles because of a possible defect in the cruise control

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Washington, DC 20009-5708

(202) 328-7700

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(H)

Lexus
Manufacturer Response Form

Customer Name [redacted]	Case #: 3407007
VIN: JTHBJ46G372[redacted] (2007 ES350)	Start Date: 01/24/2007

Manufacturer Information

Area: Southern	Servicing Dealer:
Area willing to mediate a settlement? ○ Yes ● No	
Area will participate	○ By phone ● In Person ○ In Writing
Available Dates:tbd	

Settlement Efforts

List any previous settlement offers made to the customer:
none

List any settlement offers you would like communicated to the customer:
none

Manufacturer's Statement

Are the customer's concerns covered under Lexus' Warranty? If no, please explain:
yes

* Is the customer's vehicle currently unrepaired? Does the concern exist? Explain:
no

Is the use, value or safety of this vehicle substantially impaired? Explain:
no

Are the number of repair attempts or number of days down accurate? Explain:
n/a

* Please provide your position in regard to the customer's claim(s).
Vehicle was previously inspected by FTS Leonard St. Amand, and found to be operating as designed. Please proceed with scheduling hearing. Thank you.

Return this form by: 02/02/2007	Lexus Contact: Y. Weaver
NCDS Fax: (586) 790-4774	Phone: (949) 727-2509 Fax: (949) 727-2582

* Toyota authorized total transmission replacement in our Lexus 350 ES per Mike Smith, Lexus of Kingsport Service Manager.

National Center for Dispute Settlement
22500 Metropolitan Parkway • Suite 200
Clinton Township, MI 48035
(800) 936-4303
(586) 741-0870
Fax: (586) 790-4774

March 6, 2007

[redacted]
Sevierville, TN [redacted]

Lexus Headquarters
19001 S. Western Avenue, L202
Torrance, CA 90509

RE: CASE # 3407007

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 in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

National Center for Dispute Settlement
22500 Metropolitan Pkwy., Ste. 200
Clinton Township, MI 48035

Thank you for your cooperation in resolving this matter through the Lexus Dispute Settlement Program. 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,

NCDS [redacted]

Lena Wright x.115
Case Administrator

Enclosures: as noted
cc: Panel Members

National Center for Dispute Settlement
22500 Metropolitan Parkway • Suite 200
Clinton Township, MI 48035
(800) 936-4303
(586) 741-0870
Fax: (586) 790-4774

DATE: March 6, 2007

CUSTOMER: [redacted]

CASE #: 3407007

I understand that I am not bound to the Decision of the Arbitrator(s) in the above numbered case unless I accept it. If I reject the decision, or if I accept the decision but am dissatisfied with the performance of Lexus under the decision, 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, Lexus 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: _____

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the Arbitration between

[redacted]

("Customer(s)")

and

Lexus

DECISION

Case # 3407007

We, Scott Mers, Angela Rutherford, and Pamela Spencer were appointed pursuant to NCDS rules as Arbitrators to hear and determine disputes, which had arisen between the Customer(s), [redacted] and Lexus regarding a 2007 Lexus ES350.

By a notice given on February 23, 2007, the parties were advised that a hearing would be conducted at Holiday Inn on March 1, 2007 at 10:30 AM.

Present on that date were:

[redacted]	Customer
	Customer's Spouse
Leonard St. Amand	Lexus Field Technician (By Speakerphone)

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on January 24, 2007, and may be summarized as follows:

Customer states that the car experienced sudden acceleration in excess of 100 miles per hour, in which the Customer was unable to stop the car.

SUMMARY OF PRESENTATION:

The parties presented and we reviewed and considered the following evidence:

- Manufacturer Response Form
- Customer Claim Form
- Affidavit of Tommy Clayton
- NHTSA ODI Search Results
- Customer Letter dated 2/6/07
- Customer Letter dated 1/31/07
- Certificate of Title
- Customer Letter dated 10/13/06
- Manufacturer Letter dated 12/4/06
- Customer Letter dated 2/14/07
- Customer Report to NHTSA

The position of the Customer was that while the Customer's Wife was driving the vehicle unaccompanied, gently accelerating onto an interstate highway, she lost control of the vehicle's acceleration. The car went into passing gear and the cruise control light went on. Although the driver's foot was not on the accelerator pedal and she took the cruise control off, the vehicle continued to accelerate. Despite applying both the primary and emergency brakes, and shifting into all gears except park, the vehicle continued to accelerate to at least 100 mph. Eventually, the vehicle began to slow. The driver was able to pull over to the left median and turn the engine off at 33 mph. The affidavit of Tommy Clayton confirmed excessive brake wear. The vehicle has not been driven by the Customer or the Customer's Wife since this incident due to safety concerns, and the vehicle was brought to the hearing on a wrecker.

The Customer requested that the vehicle be repurchased.

The Manufacturer's position was that the Manufacturer Response Form stated that the vehicle was inspected by Field Technical Specialist Leonard St. Amand, and found to be operating as designed.

At the hearing, the Field Technical Specialist ("FTS") stated that in order for the incident to have happened as described by the Customer, numerous redundant systems in the vehicle would have had to have failed simultaneously, and then return to normal operation during the FTS inspection. The FTS stated that this scenario was not possible given the design of the vehicle. Further, the vehicle's braking system is designed to stop the vehicle while the engine is operating at full throttle. The vehicle's transmission was replaced because it was found to be shifting roughly during the above-referenced inspection. The FTS also stated that he observed brake

wear consistent with the notarized statement referenced above.

At the Customer's request, a visual inspection of the brakes was conducted at the hearing. The Customer pointed out signs of excessive brake wear.

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 that the vehicle be repurchased is hereby DENIED.

We have reached this unanimous conclusion because the evidence presented at the hearing was insufficient to conclude that the vehicle currently contains a warrantable defect. At the time of hearing, the vehicle odometer reading was 2,728 miles.

This constitutes the Panel's complete DECISION as to all the complaint(s) submitted to the Panel for determination.

3-1-07
DATE

[redacted]
Scott Mers

3-1-07
DATE

[redacted]
Angela Rutherford

03-01-07
DATE

[redacted]
Pamela Spencer

TO THE OWNER OF THE 2007 LEXUS 350 ES:

PLEASE TAKE SPECIAL NOTE OF THIS SAFETY NOTICE I AM LEAVING WITH YOU.
YOUR CAR COULD BE A DANGER TO YOU AND YOUR FAMILY. LEXUS OF TOYOTA WILL NOT RECOGNIZE THIS SERIOUS PROBLEM, SO I AM TRYING TO MAKE THE CONSUMER AWARE OF THIS DANGER. YOU MAY GO ON-LINE TO THE WEBSITE OF NHTSA (NATIONAL HIGHWAY TRANSPORTATION SAFETY ASSOCIATION), AND VIEW THE INCIDENTS OF UNINTENDED ACCELERATION WITH THE 2007 ES' (MINE BEING ONE OF THEM). CLICK UNDER THE COMPLAINTS SECTION ON "SEARCH." WHEN YOU GET TO THE PAGE THAT STATES "COMPONENT," CLICK ON THE BOX TO SEE THE FULL SUMMARY OF SEARCH AND THEN "RETRIEVE COMPLAINTS." YOU MAY THEN VIEW THE PROBLEM THAT MAY OCCUR. MINE WAS VERY SCARY, AND I REALLY THOUGHT I WAS GOING TO DIE.
TOYOTA MOTOR COMPANY REFUSES TO ADMIT ANYTHING IS WRONG WITH THE VEHICLES TO WHICH THIS HAS HAPPENED. I AM SURE ALL OF THE 350 ES' ARE NOT FAULTY, BUT.....
AFTER MY INCIDENT, I DID FIND OUT WHAT I COULD HAVE DONE, AND THIS IS IMPORTANT TO KNOW:

IF YOUR CAR DOES ACCELERATE ON ITS OWN, AND YOU CANNOT GET IT STOPPED, TRY TO GET OVER TO THE MEDIAN, AND HOLD THE IGNITION BUTTON IN FOR **5 SECONDS** IN ORDER FOR THE CAR TO CUT OFF. YOU MUST PULL OVER TO THE MEDIAN, AS WHEN THE CAR TURNS OFF, YOU WILL LOOSE CONTROL OF THE STEERING. THE CAR WILL NOT TURN OFF BY PUSHING THE BUTTON FOR LESS THAN 5 SECONDS. I COULD NOT GET MINE TO TURN OFF BECAUSE I DID NOT KNOW ABOUT THE 5 SECONDS. THE DRIVERS MANUAL ADVISES YOU NOT TO DO THIS. HOWEVER, THIS COULD EASILY SAVE A LIFE.

I GIVE THIS LETTER TO YOU FOR MY CONCERN FOR ALL PEOPLE WHO HAVE PURCHASED THIS BEAUTIFUL CAR, BUT REALLY DO NEED TO BE MADE AWARE OF THIS. I DO NOT WANT ANYONE TO GO THROUGH WHAT I WENT THROUGH, OR WORSE.

THANK YOU.

[redacted] 2006-11-41339
CLAIM

214748

TOY-RQ-05D-00000205

Case Report - 200610160246

Customer/Caller Summary:

Customer Name/Address: [redacted]
Rivervale, NJ [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; FCRP; Engine- Powertrain; Other-Please Specify
Case Type:	Accident
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	FCRP
Component:	Engine- Powertrain
Condition:	Other-Please Specify
VIN:	4T1BK36B56U[redacted]
Dofu:	01/03/2006
Current Miles:	6300
Incident Miles:	400
Model Year:	2006
Model Name:	Avalon
Region:	New York
District:	09
Dealer 1:	Toyota Of Hackensack, 29025
Selling Dealer:	Toyota Of Hackensack, 29025

Case History:

Caller Seeks: to have veh inspected b/c cust fls veh accelerated by itself & caused accident.
CAC Stated: ncr adv cust will be contacted by region within 3 bus days & it may be up to 30 days before insp takes place. adv cust responsible for towing & no rental asst

*** PHONE LOG 10/16/2006 08:02:20 AM PMiranda
Caller states: [redacted] is calling on behalf of husband who has a 06 Avalon and sts that with 400 miles the veh started lurching. Caller sts that veh was taken to a Toy dlr and everything was diagnosed as being normal. Caller sts that this past Saturday that veh was being parked when veh lurched forward and jumped the curb and landed on the grass. Caller sts spoke Sean W. CRM: PLEASE CONTACT DSPM.

*** CASE CLOSE 10/17/2006 06:24:27 AM DLR29025
SPOKE WITH CUST - ADVISED NCR NEEDED TO OPEN A PRODUCT REPORT CONTACT TO REGIONAL FTS - SPOKE WITH DPSM - AGREED - CLOSE CONTACT TO DEALER

*** NOTES 10/19/2006 07:46:56 AM JSpencer
[redacted] c/b sts she hasn't rcvd any f/u from dlr regarding case. ncr apol & adv per dlr notes on 10/17, fts has been adv contacted regarding situation and that they were adv of this. she sts have not been contacted & sts she has asked her husband & sts no contact either. ncr apol & adv will contact crm at dlr to ask for f/u. she sts need loaner/rental veh since this is their only veh. ncr adv will adv dlr.

*** NOTES 10/19/2006 07:50:59 AM JSpencer
ncr called dlr & spoke w/ shawn, crm who adv he had spoken w/ his dspm andrea & she adv to have cec get FTS involved. he sts spoke w/ cust directly & adv her to call cec & sts he feels driver error & until diag is made no rental/loaner will be offered. ncr adv will reopne case & forward to case mgr, per dsmp instruction.

*** NOTES 10/19/2006 07:51:55 AM JSpencer
per dspm instructions from dlr, ncr reopened case to resolution queue to get FTS involved.

*** SUBCASE 200610160246-1 CREATED 10/19/2006 09:50:22 AM SEstrada

*** NOTES 10/20/2006 07:35:30 AM DPouncy
Cust c/b & sks to know status of case. Ncr apol, adv cllr that rep is not avail. Ncr adv will put in request for cust to rcv a c/b. Cllr thanked.

*** NOTES 10/20/2006 09:58:08 AM SEstrada
+INCOMING CUST CALL+
===FCRP===
ncr spoke to cust who sts when veh had 400 mi's on it, it accelerated forward by itself. sts at that time, took veh to dlr who inspected it & found nothing wrong with veh. sts on 10/14, was at daughter's home. sts was parking veh, when it accelerated forward by itself. sts husband was driving. sts she was in front pass seat. sts no other passengers. sts both wearing seatbelts. sts is positive husband had his foot on brake, ...

*** NOTES 10/20/2006 10:21:53 AM SEstrada
...not accelerator. cust sts heard engine revving very high during incident. cust became extremely upset when ncr adv cust that inspection cannot take place at residence. sts should be offered rental veh & Toyota should cover cost of towing veh to dlr for inspection. sts her 4 grandchildren were standing near veh when this happened & could have been killed. sts no injuries & no damage to front of veh. sts damage to undercarriage of veh from going up over curb.

*** NOTES 10/20/2006 10:23:04 AM SEstrada
CLAIMS REQUESTS FIELD CONTACT REPORT WITH MANY INTERIOR & EXTERIOR PHOTOS

*** SUBCASE 200610160246-1 CLOSED 10/20/2006 11:05:57 AM SEstrada
close subcase.

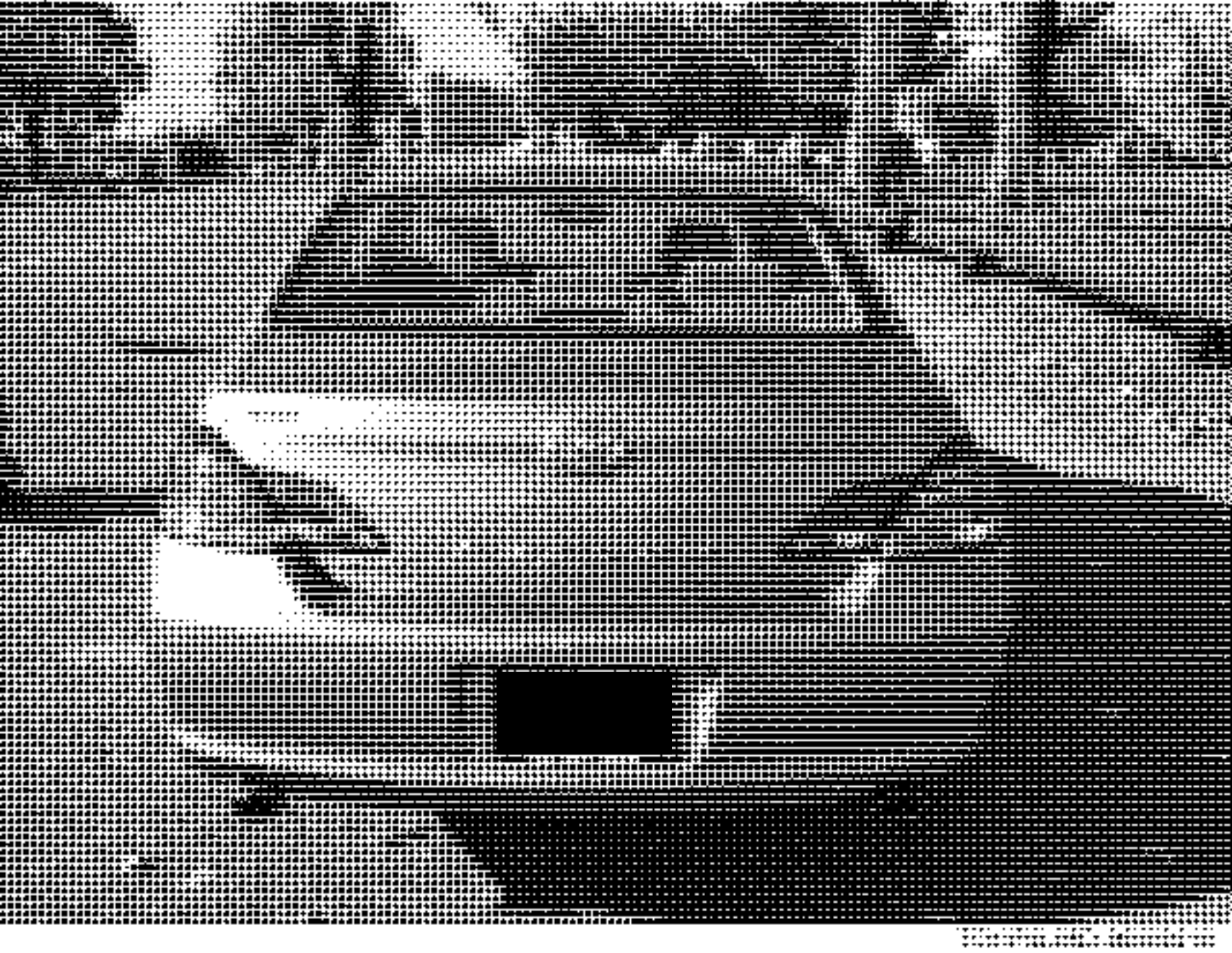
*** NOTES 10/20/2006 12:12:56 PM KWilliams160
Case assigned to FTS Tom Morin and cc: DSPM Andrea Buin, CRS Hanna Diver.

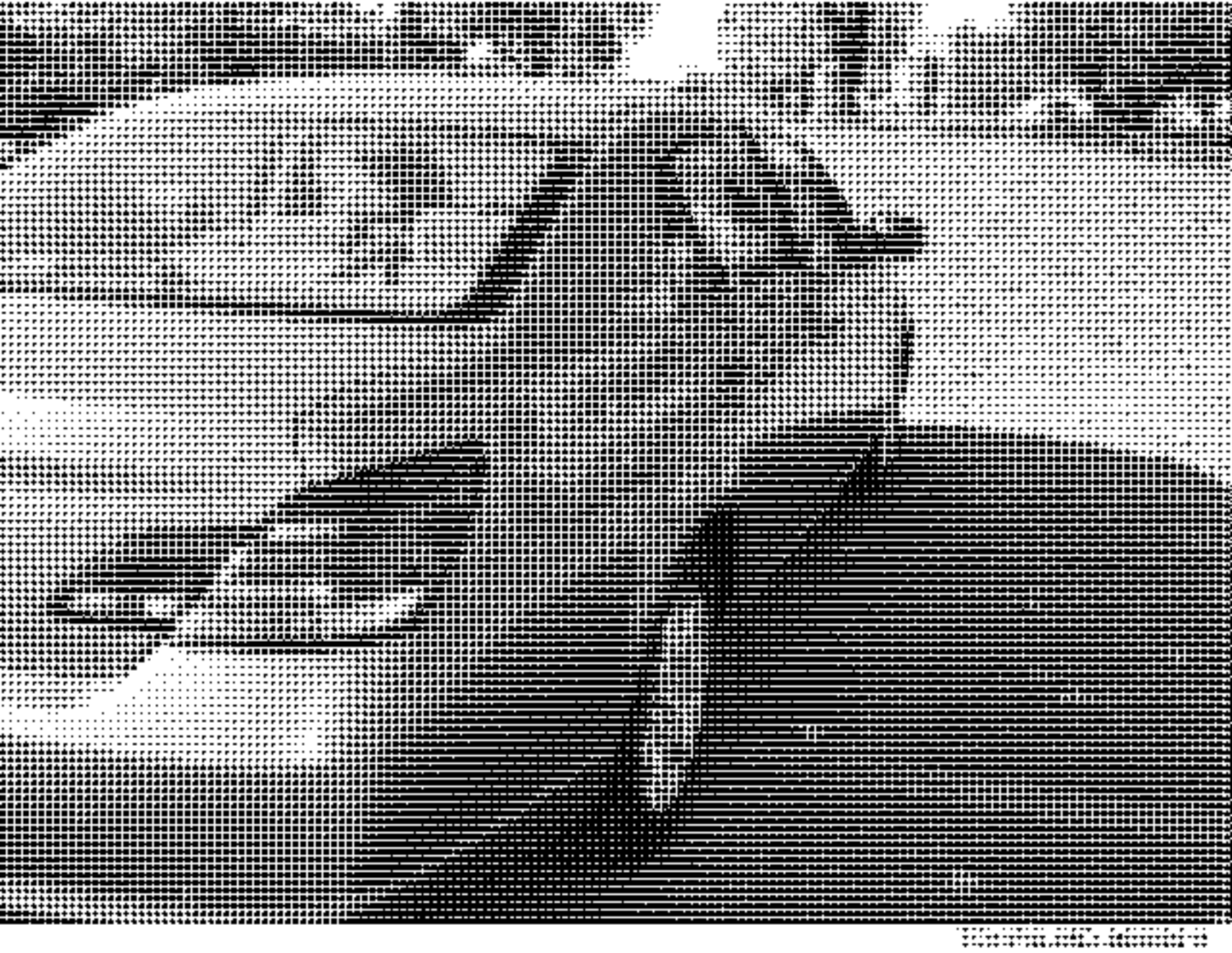
*** NOTES 10/25/2006 08:08:58 AM MDuong
CUST C/B
Cust sts would like to speak w/ the DSPM regarding concerns since veh is inoperative. NCR apol & adv to contact CRM @ dlr for info regarding contact w/ DSPM.

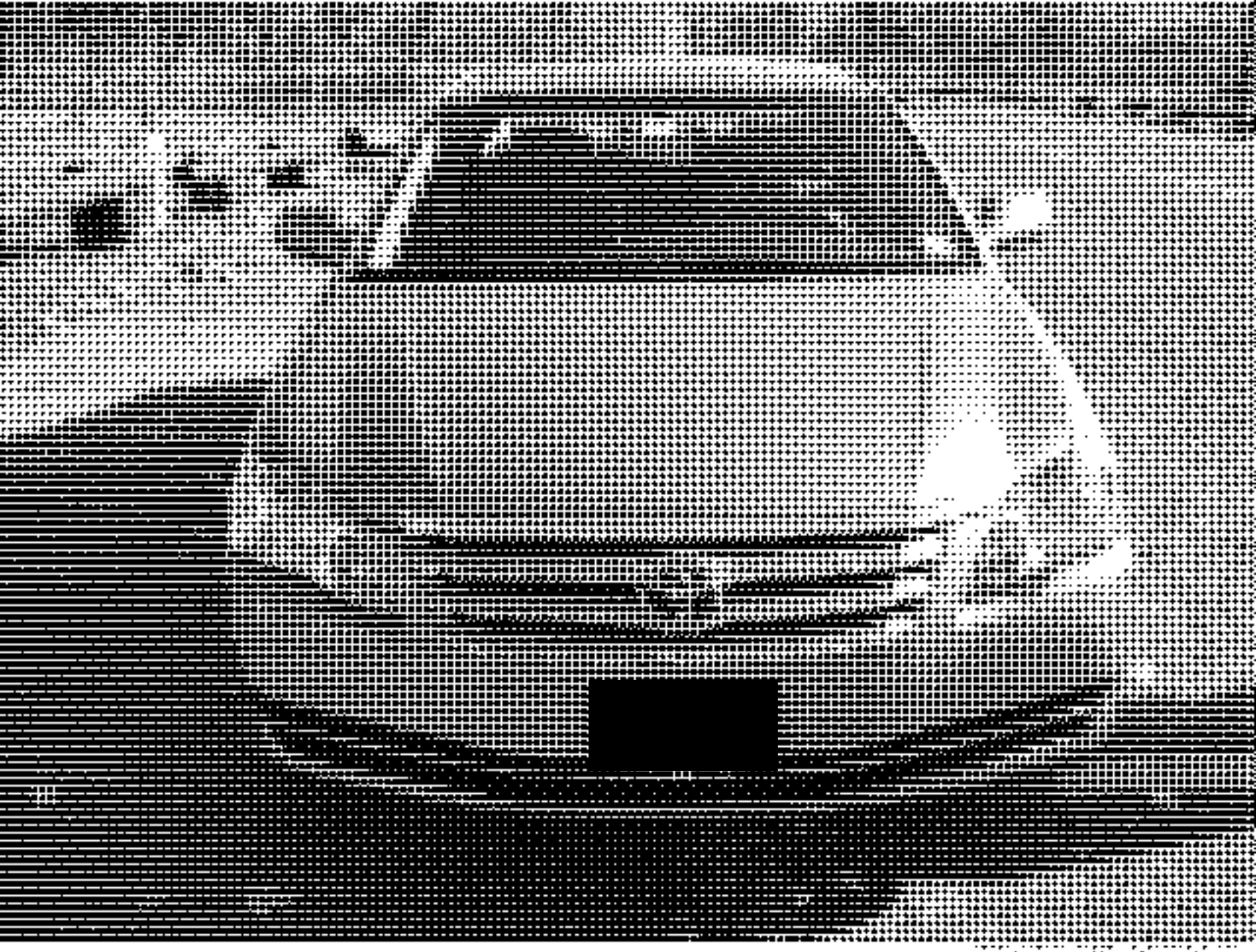
*** CASE CLOSE 11/08/2006 10:47:31 AM HDiver160
FTS T Morin inspected vehicle on 10/31/2006. What information was communicated to the customer? Based on my inspection, I could find no indication that the incident was caused by a manufacturing or design defect. Cs requested response from the legal department. □

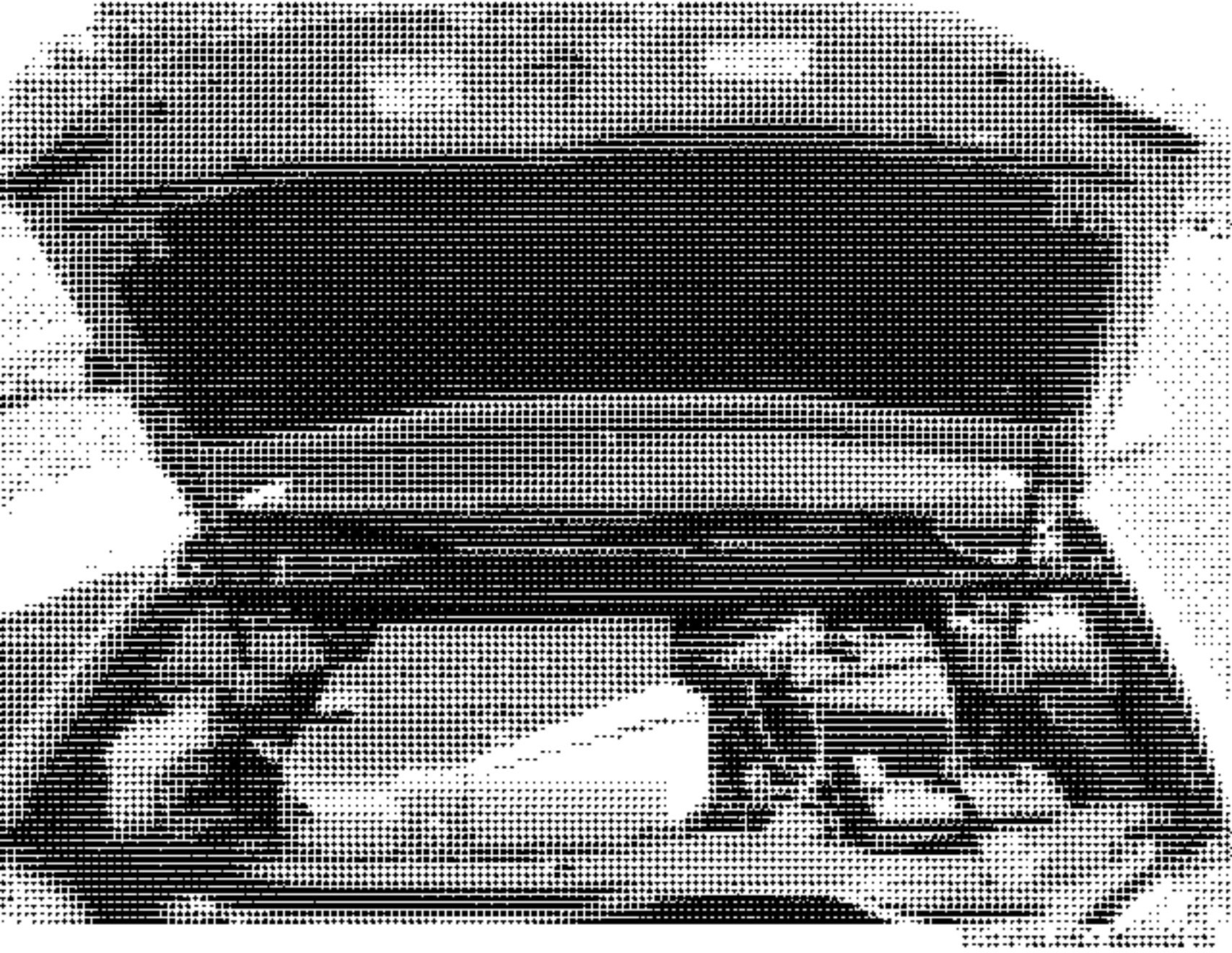
Activity Summary:

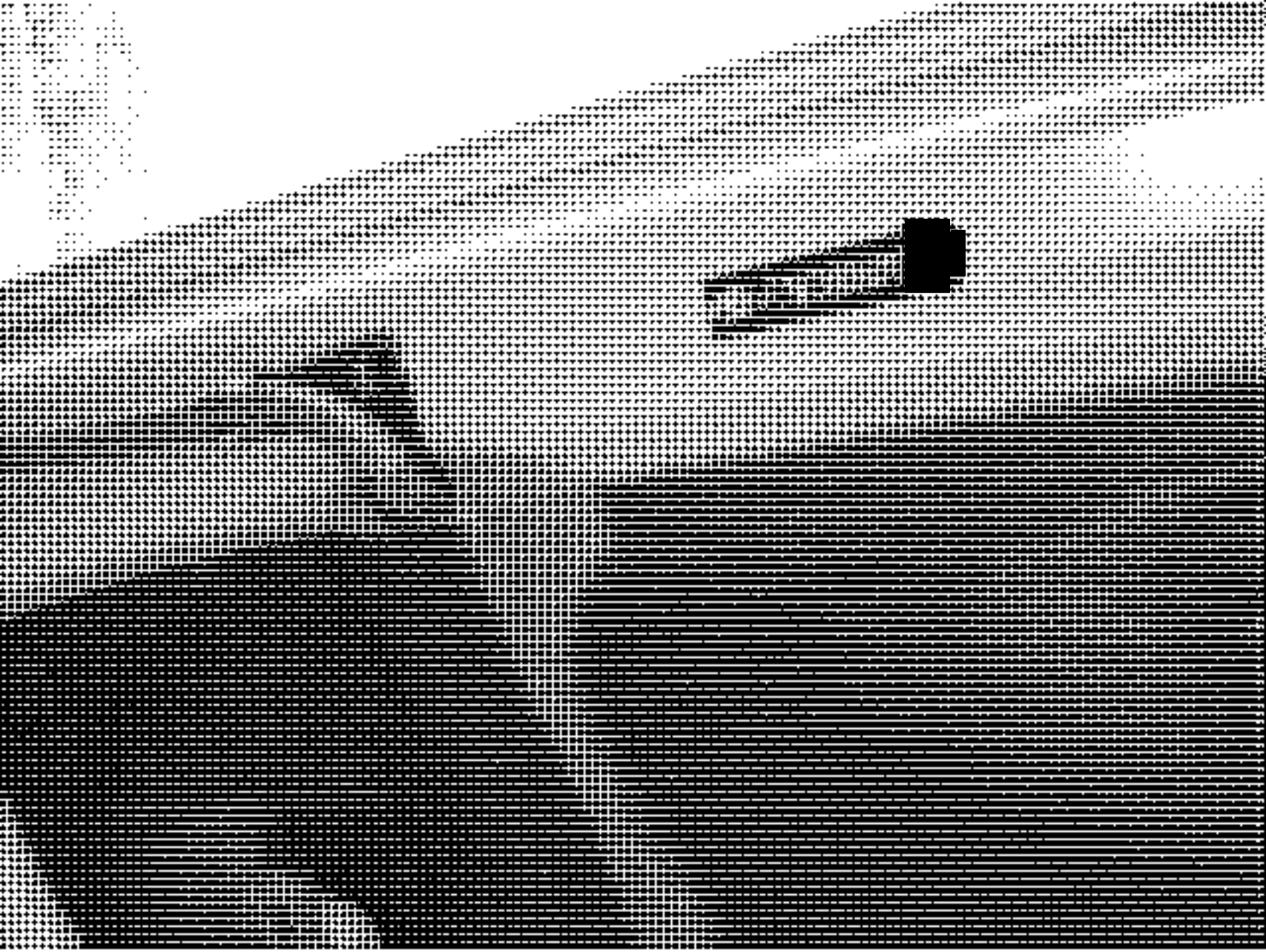
Activity	Date/Time	Originator	Additional Information
Rule Action	11/08/2006 10:47:35 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	11/08/2006 10:47:31 AM	HDiver160	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	10/25/2006 08:08:59 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/25/2006 08:08:58 AM	MDuong	Log notes.
Assign	10/20/2006 12:13:33 PM	KWilliams160	200610160246 to HDiver160, WIP default
Rule Action	10/20/2006 12:13:00 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/20/2006 12:12:56 PM	KWilliams160	Log notes.
Yanked	10/20/2006 12:10:21 PM	KWilliams160	Case grabbed from SEstrada to KWilliams160's default WipBin.
Chg Status	10/20/2006 12:10:21 PM	KWilliams160	Action Region
Subcase Close	10/20/2006 11:05:57 AM	SEstrada	Number = 200610160246-1, Status = Action CAC, Resolution Code = Full..
Chg Status	10/20/2006 11:04:16 AM	SEstrada	Case sent to region: New York
Modify	10/20/2006 11:04:15 AM	SEstrada	into WIP default and Status of Action CAC.
Dispatch	10/20/2006 11:04:15 AM	SEstrada	Action Region.
Notes	10/20/2006 10:23:04 AM	SEstrada	Log notes.
Notes	10/20/2006 10:21:53 AM	SEstrada	Log notes.
Notes	10/20/2006 09:58:08 AM	SEstrada	Log notes.
Modify	10/20/2006 09:58:08 AM	SEstrada	into WIP default and Status of Action CAC.
Rule Action	10/20/2006 07:35:36 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/20/2006 07:35:30 AM	DPouncy	Log notes.
Modify	10/19/2006 09:50:28 AM	SEstrada	into WIP default and Status of Action CAC.
Admin Subcase	10/19/2006 09:50:22 AM	SEstrada	Number = 200610160246-1, Created in WIP default with due date 10/20/2006 09:50:18 AM..
Set Originato	10/19/2006 09:47:14 AM	SEstrada	Set Originator: by SEstrada
Accept	10/19/2006 09:47:10 AM	SEstrada	from Queue Toyota Resolution Queue to WIP default.

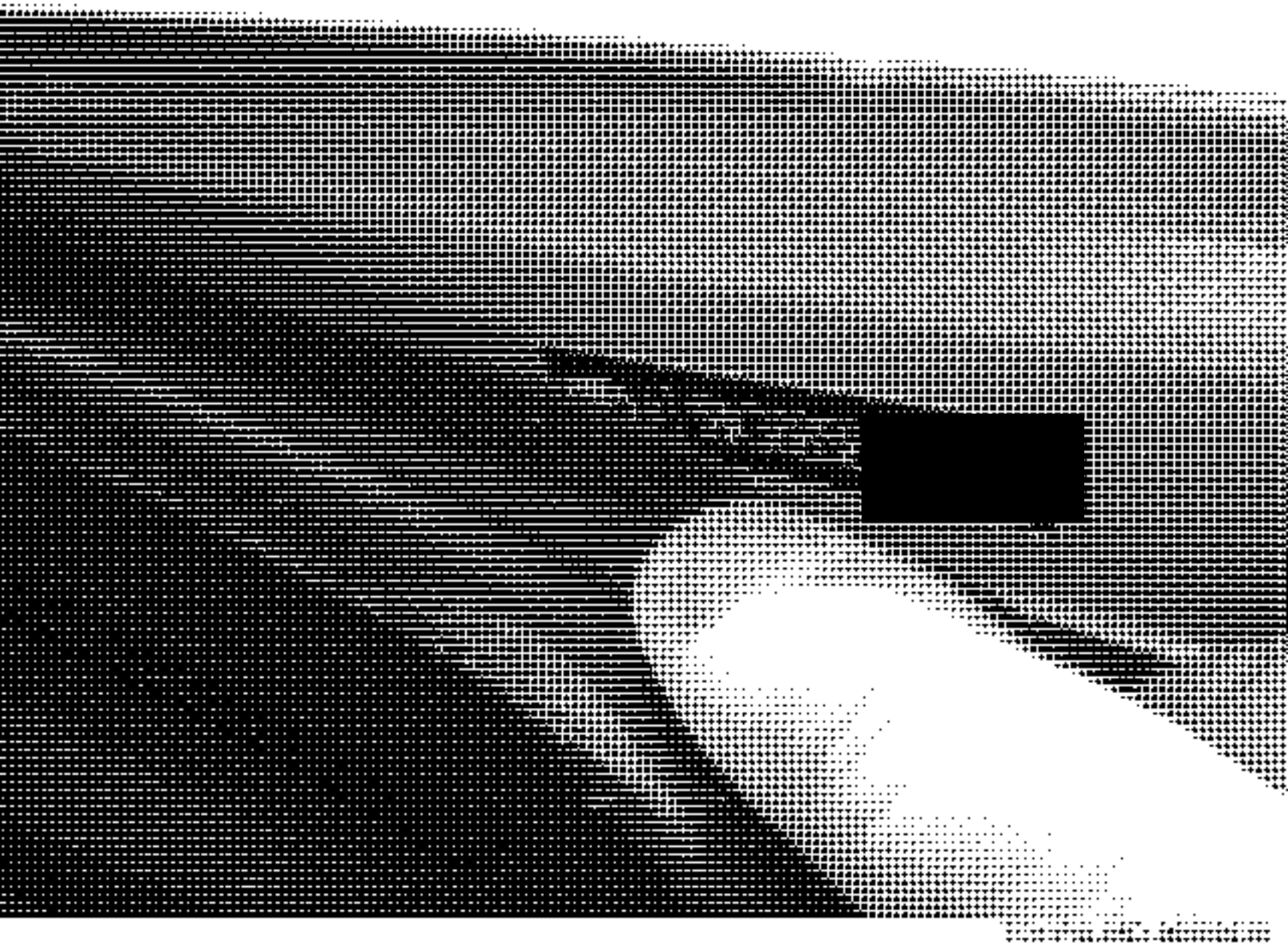


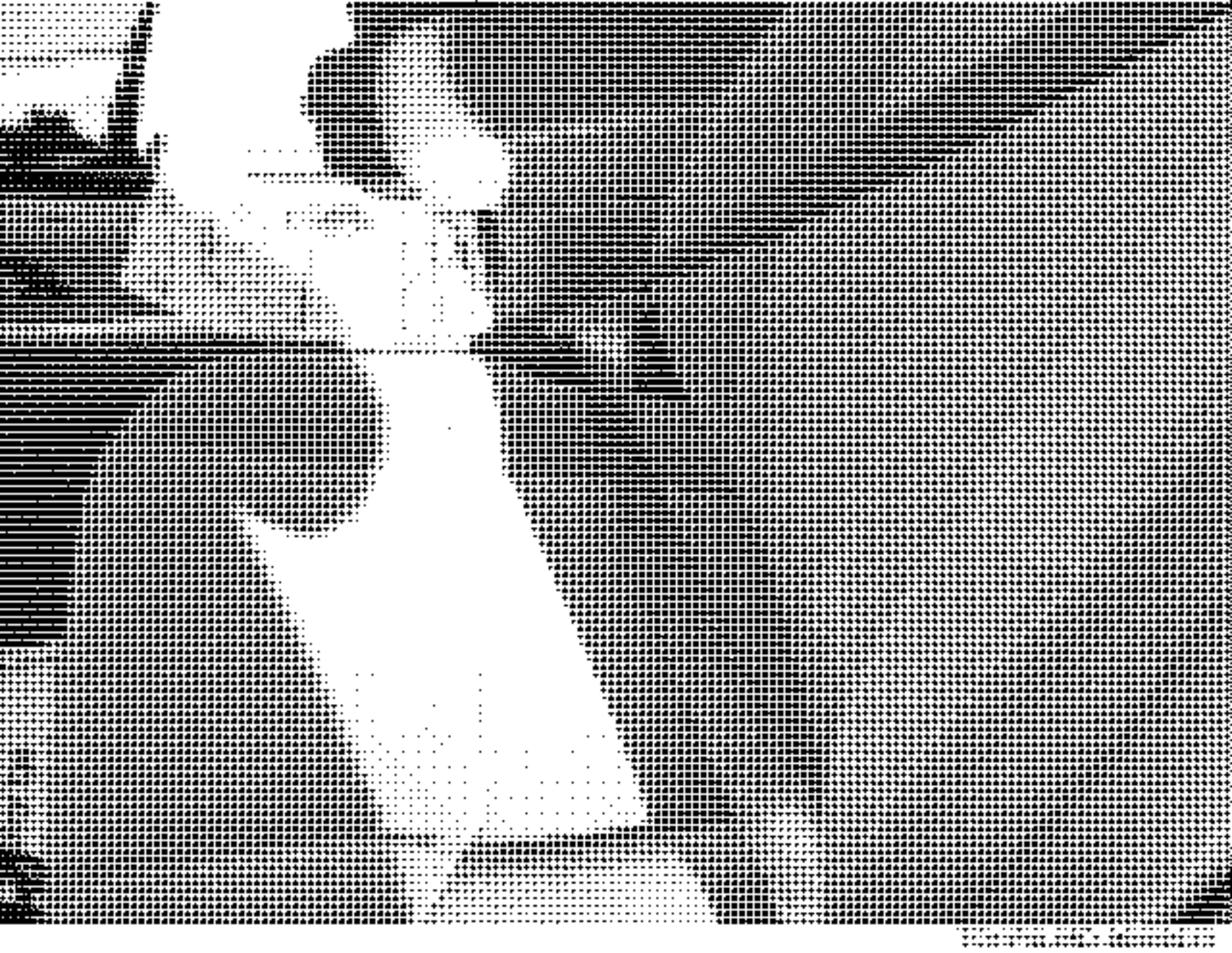


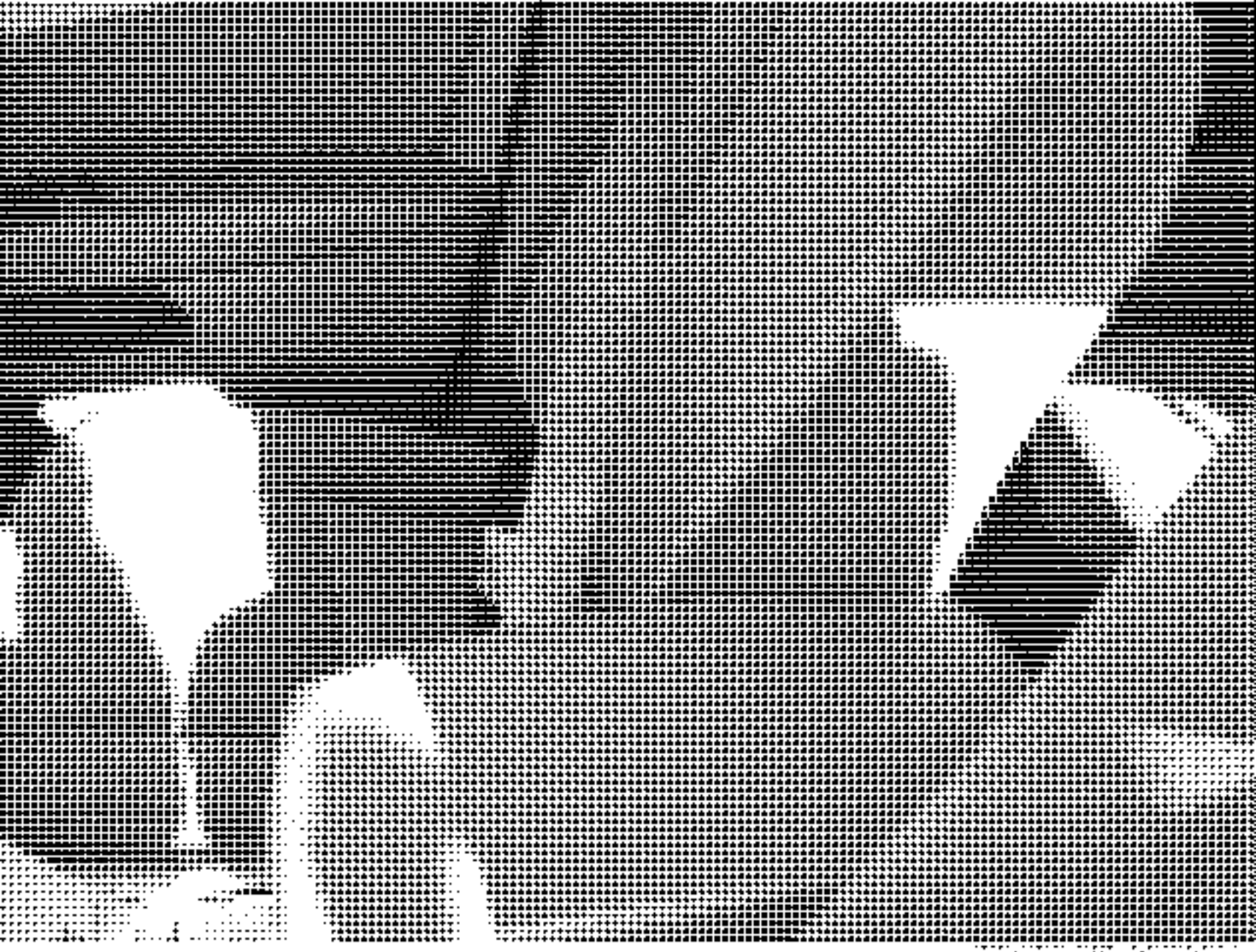


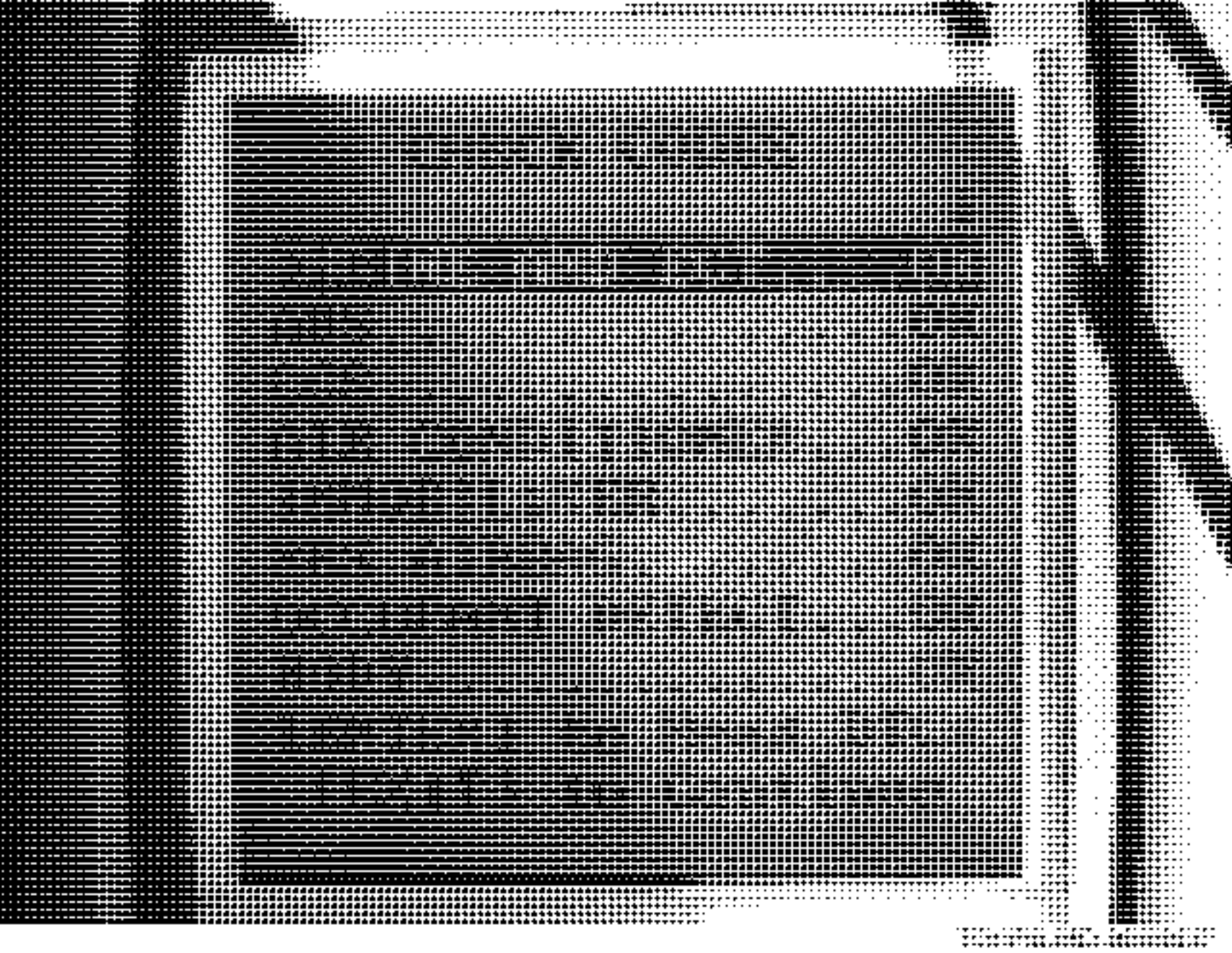


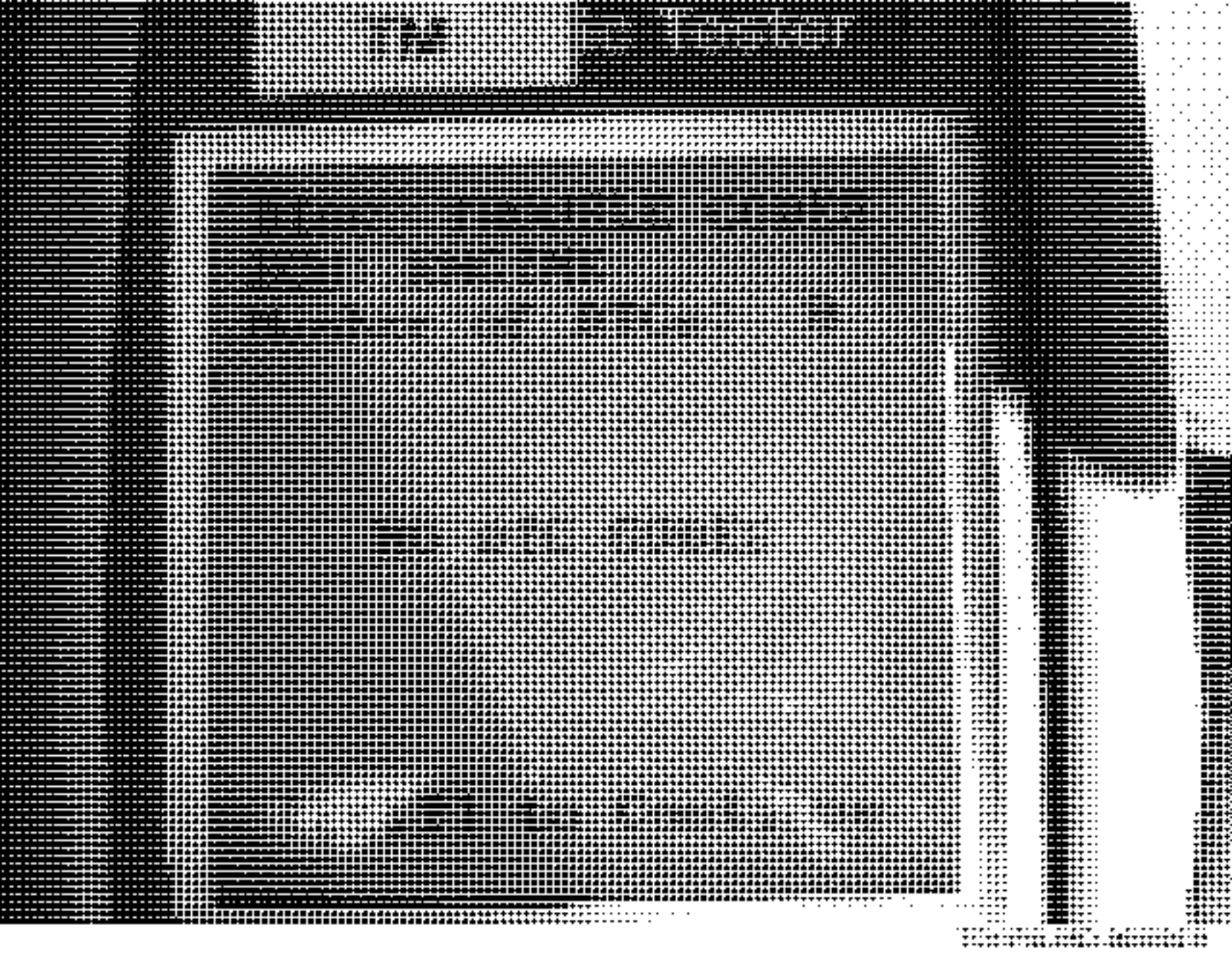


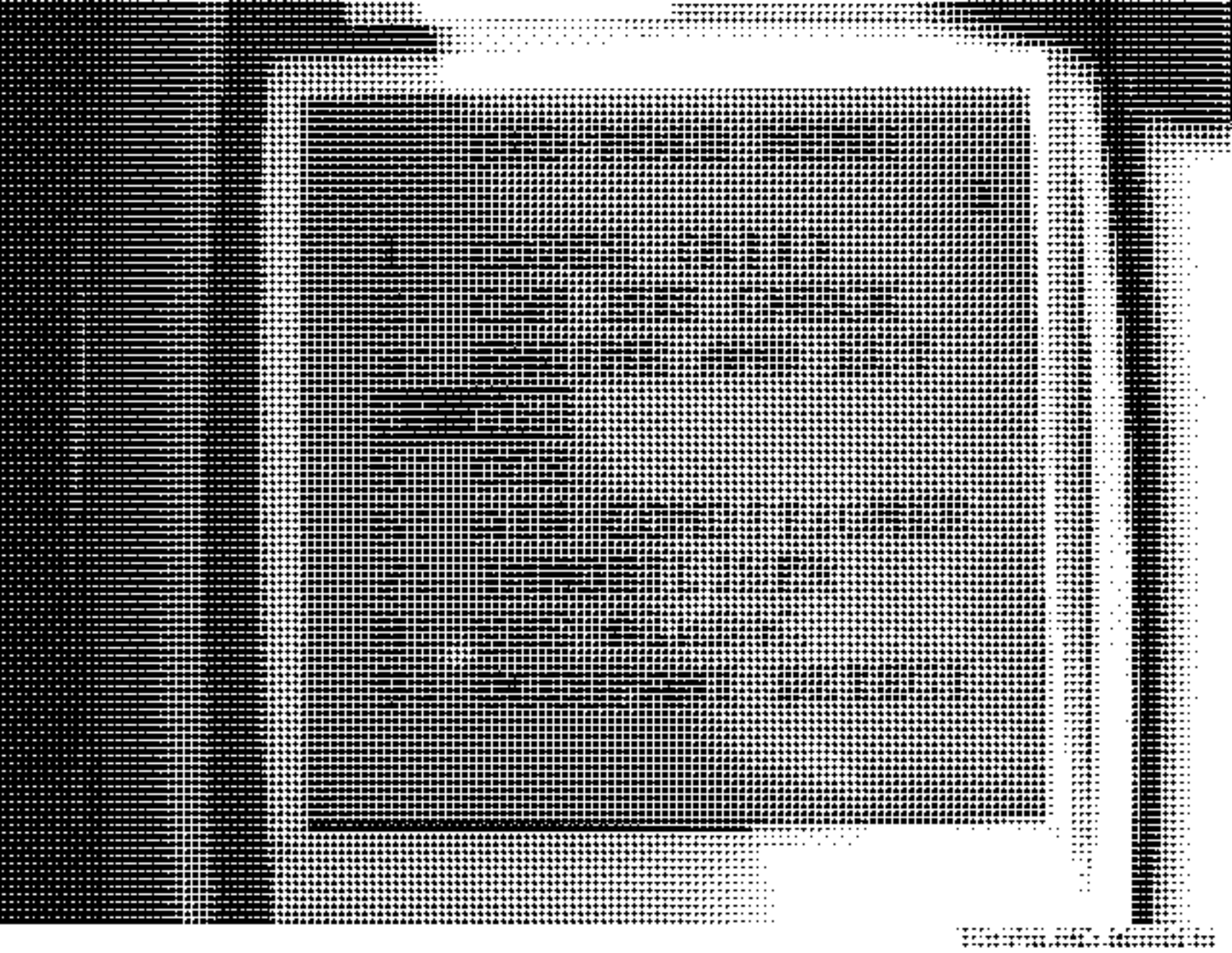


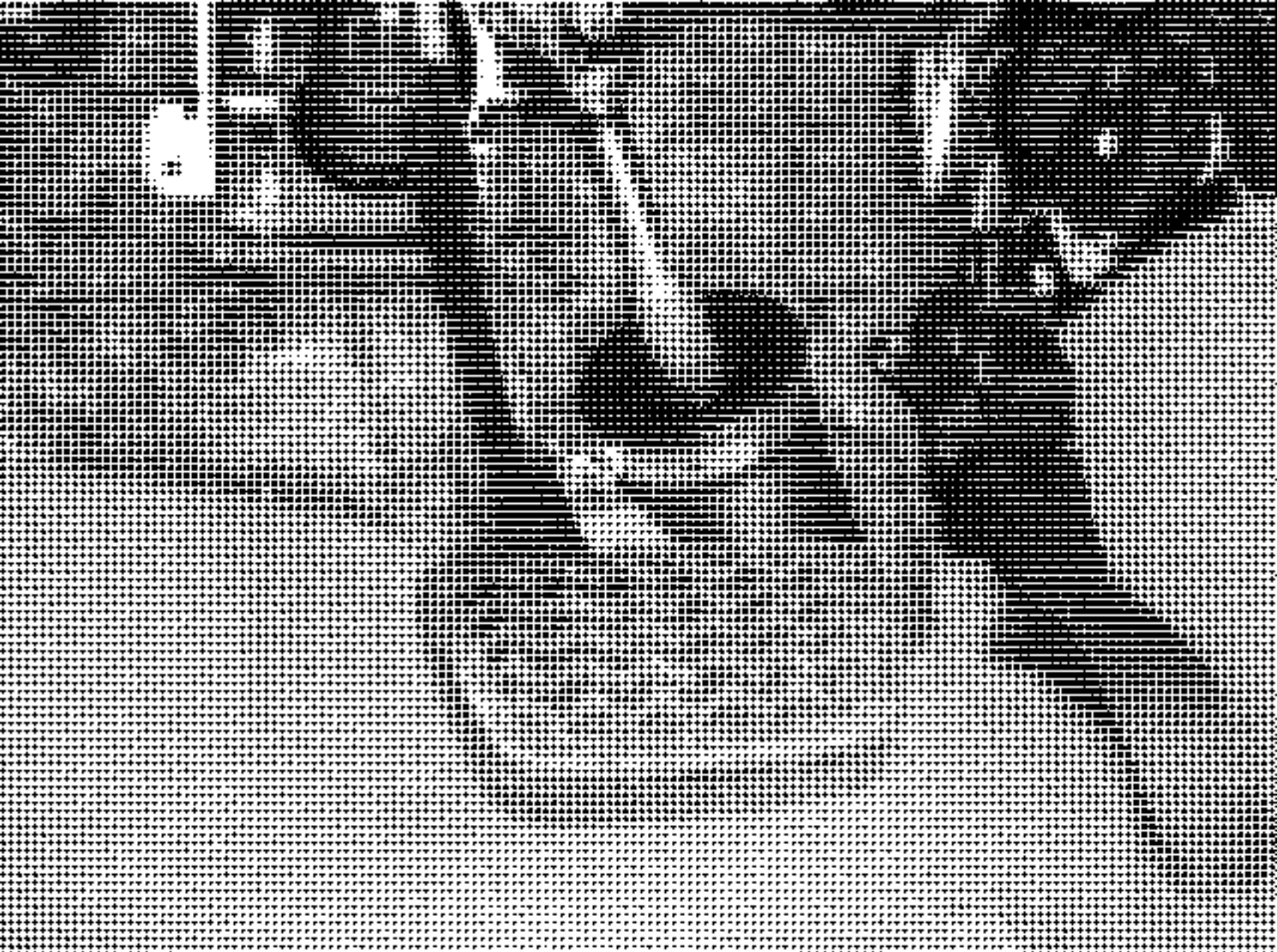


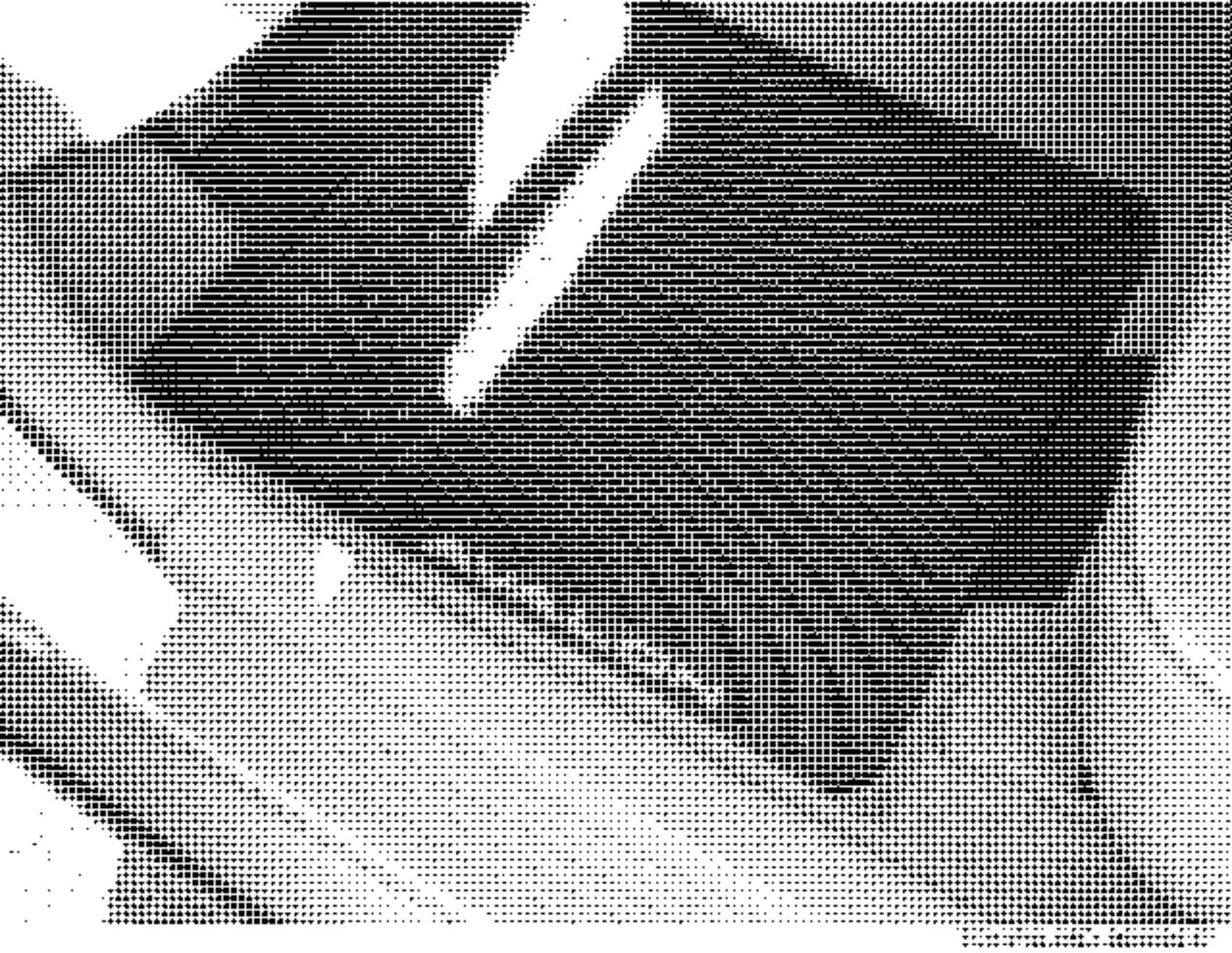


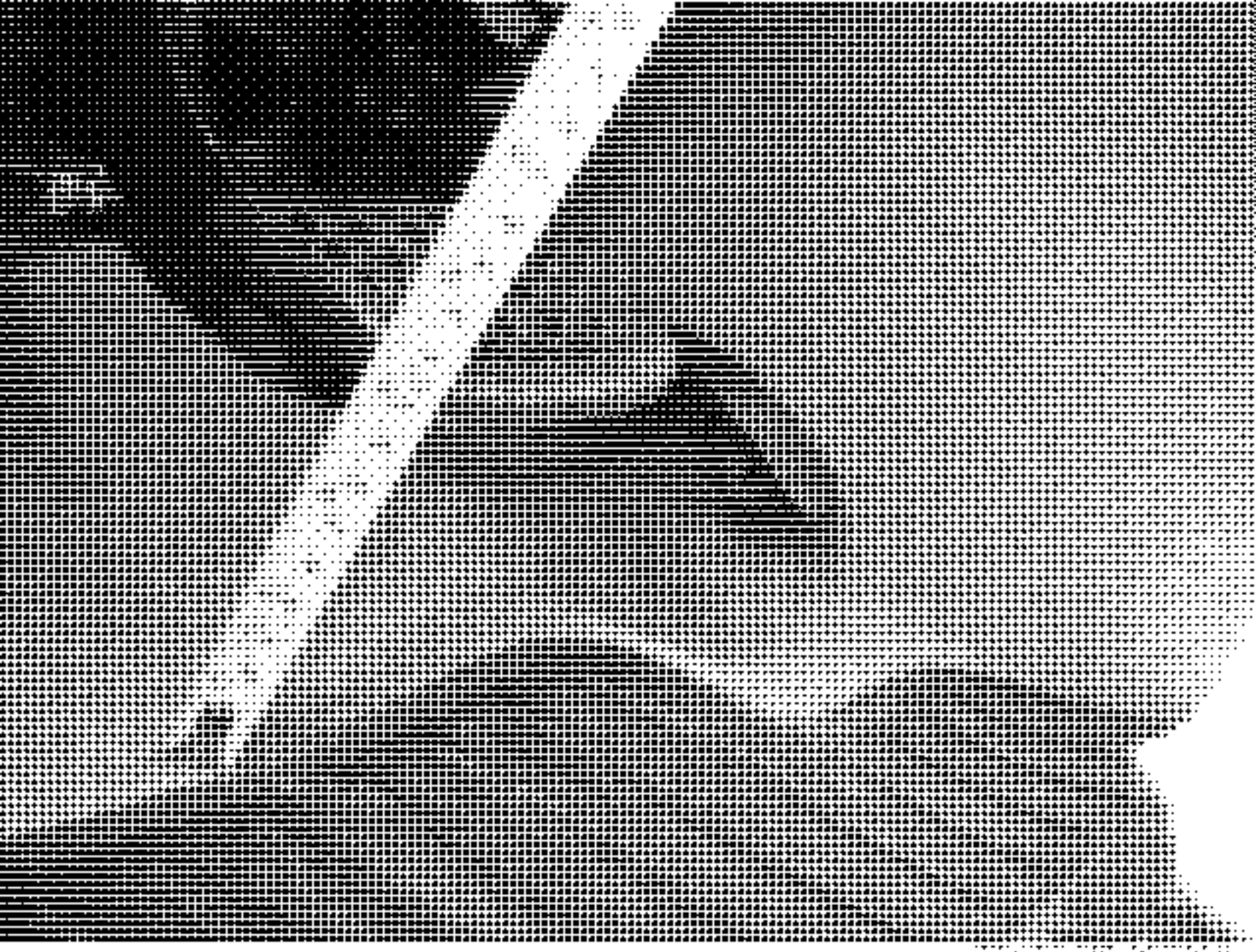


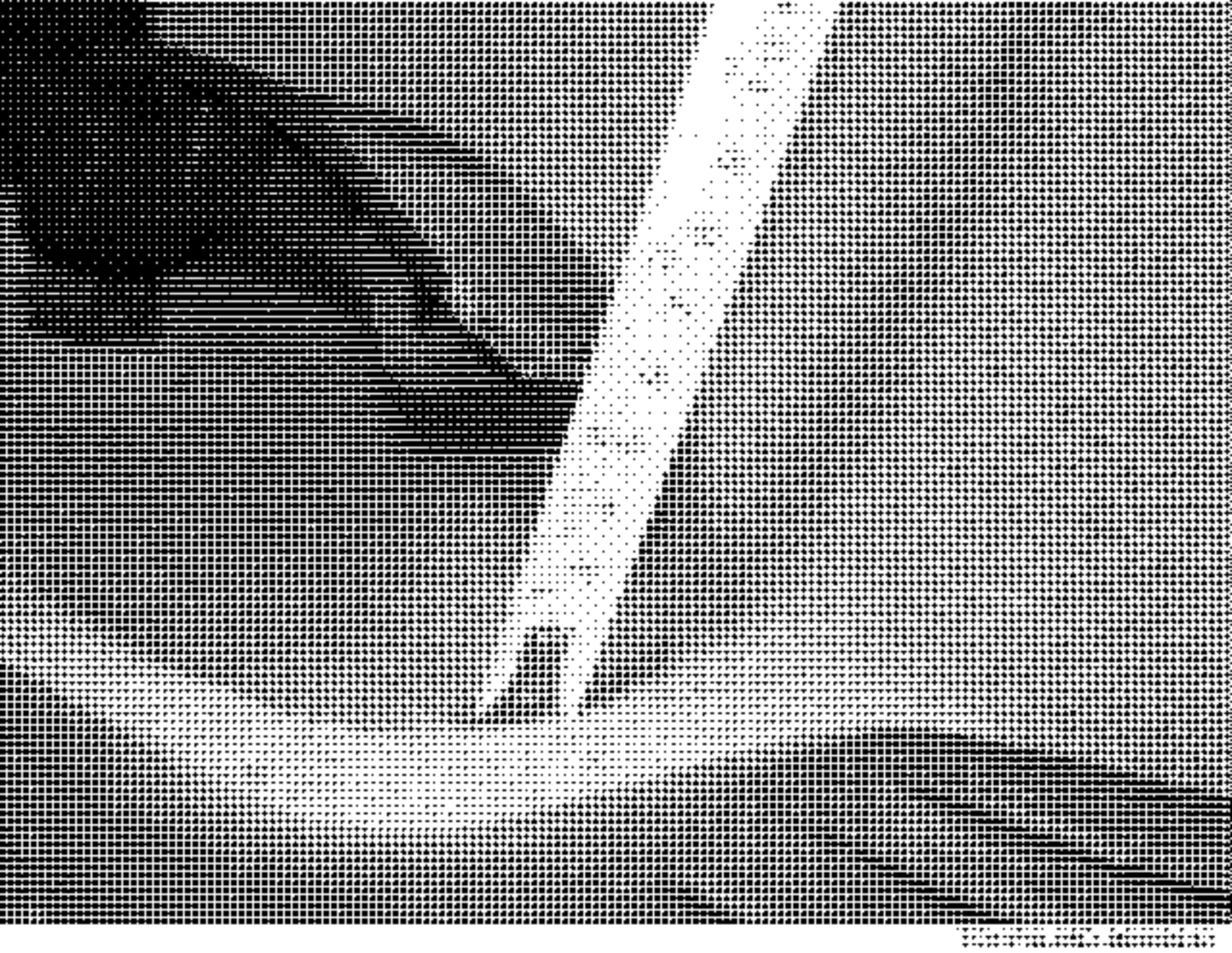


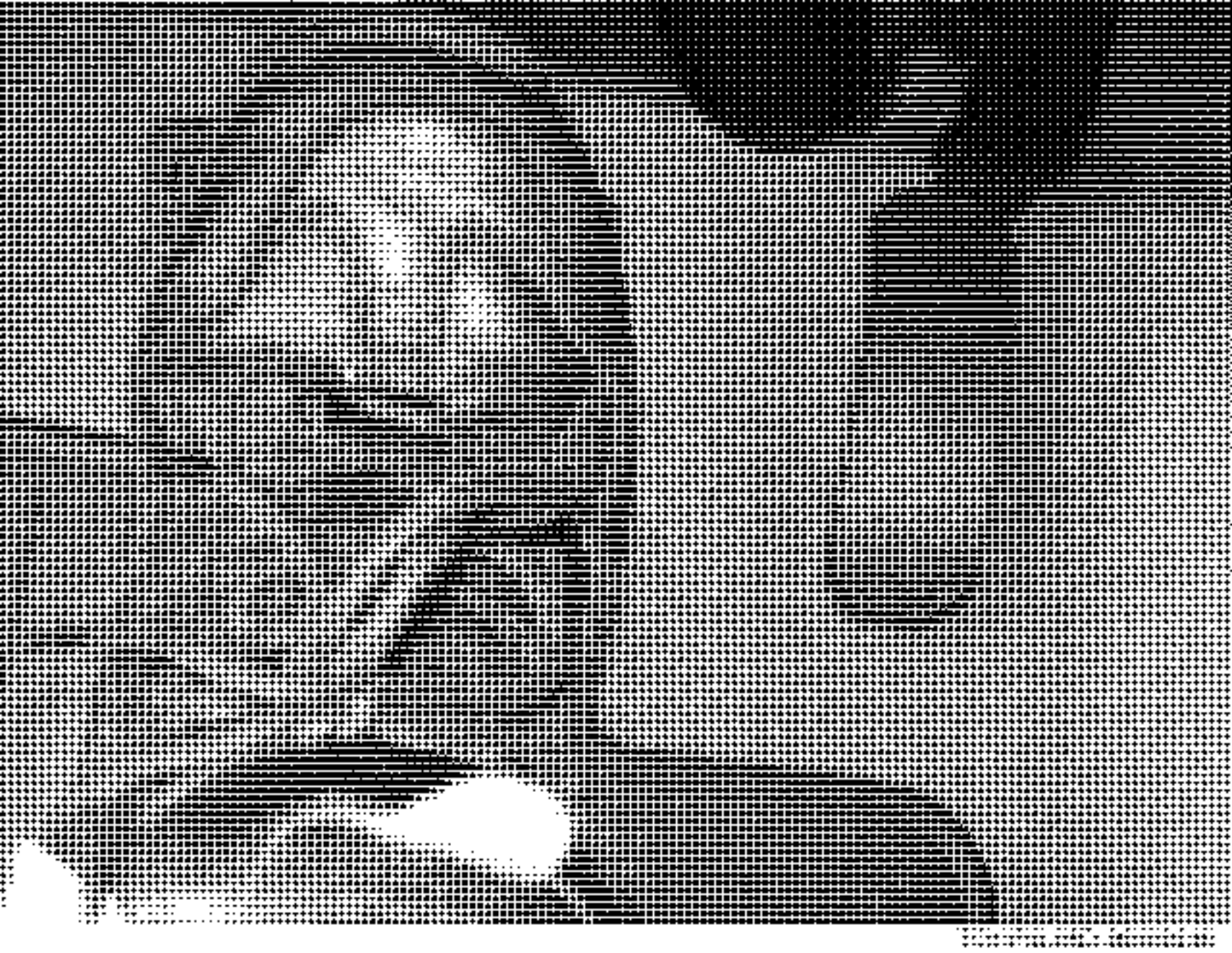


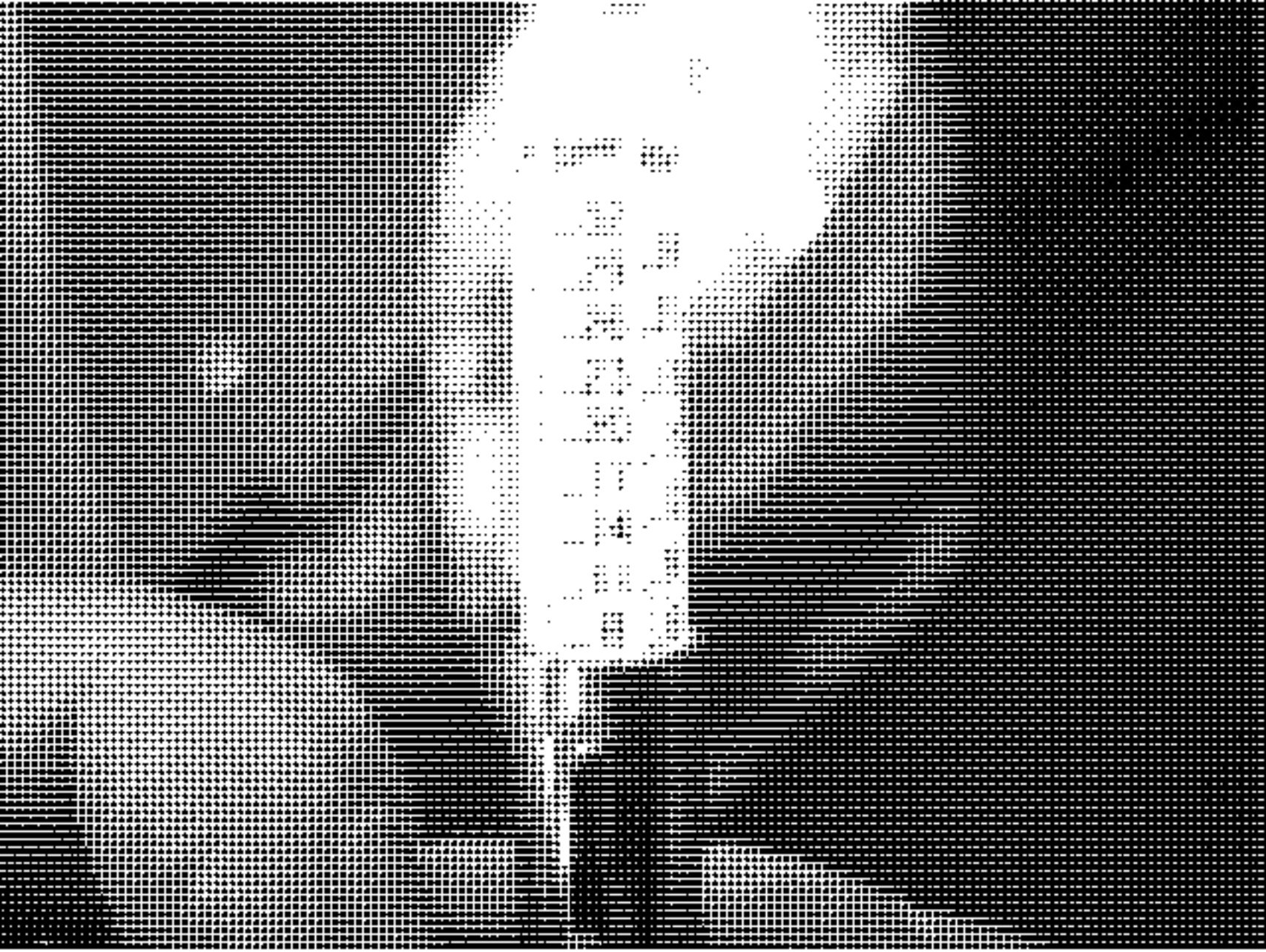


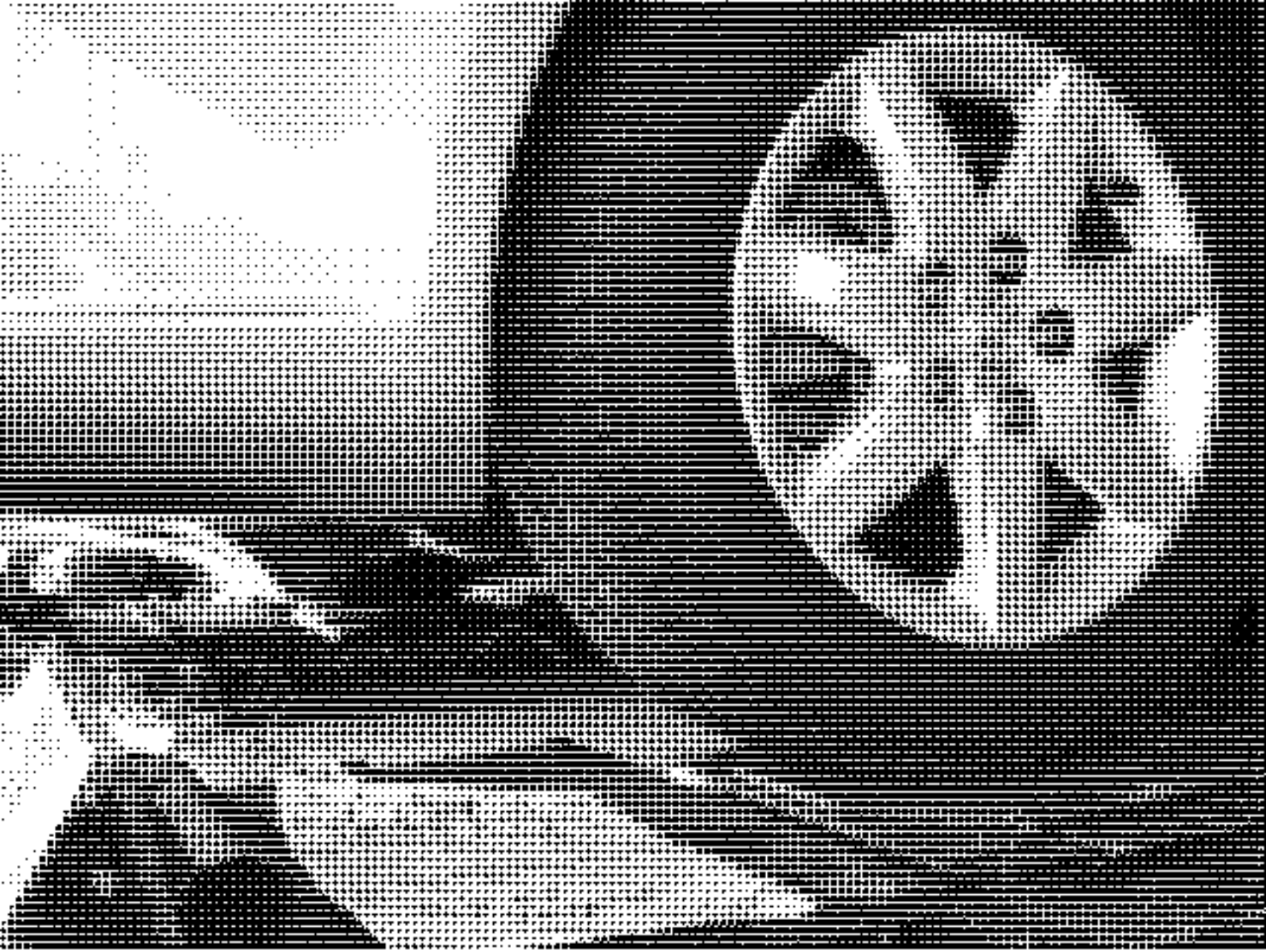


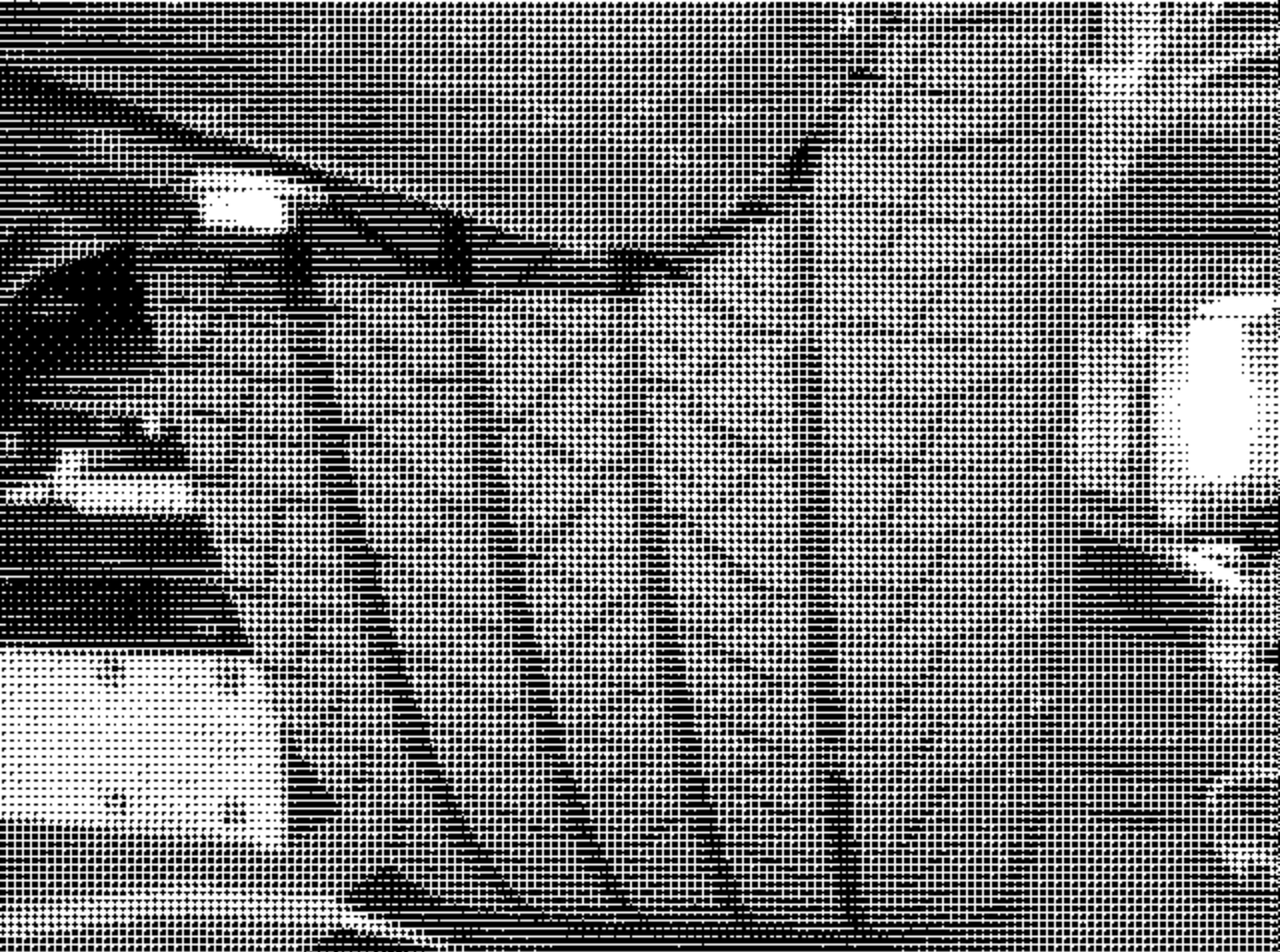


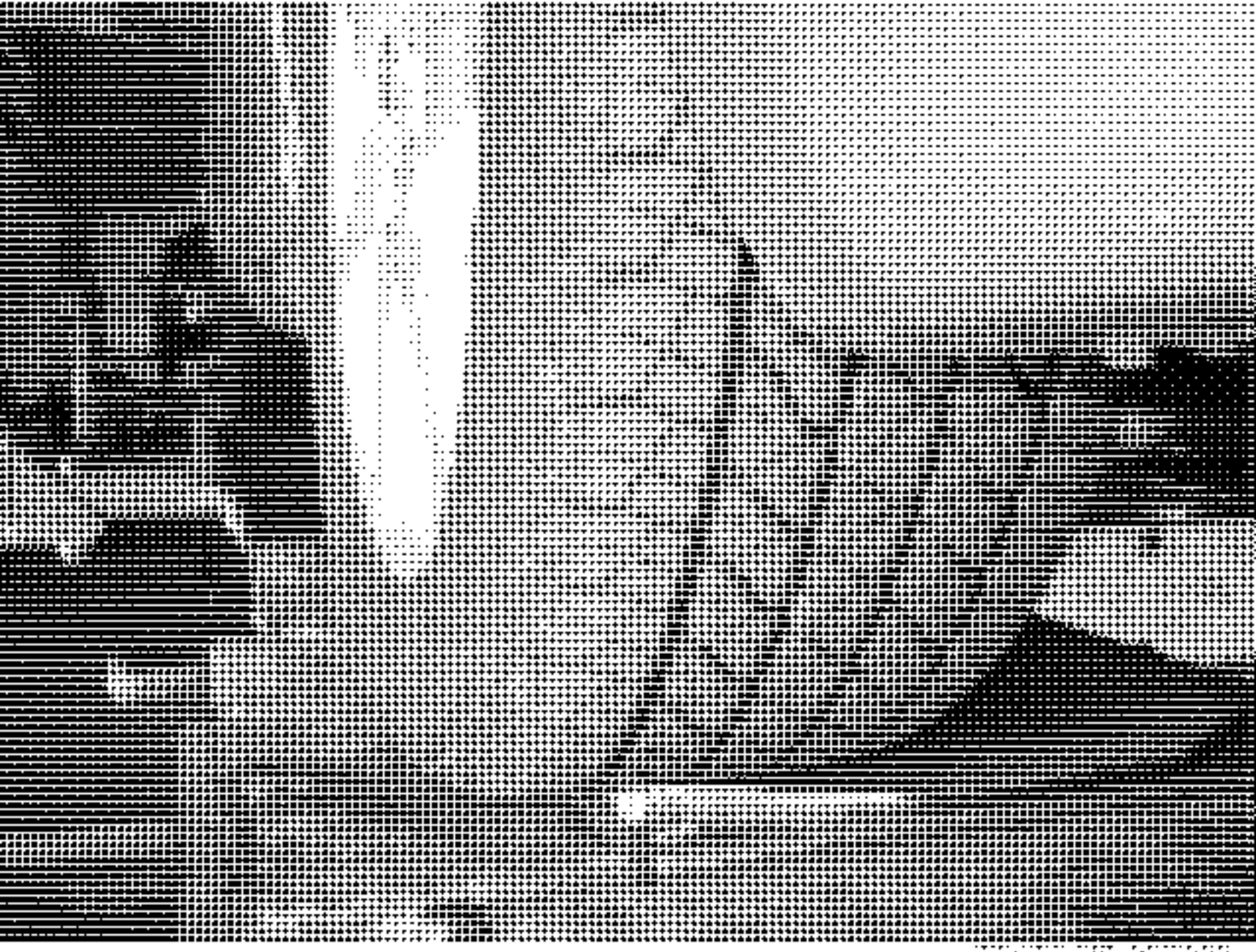


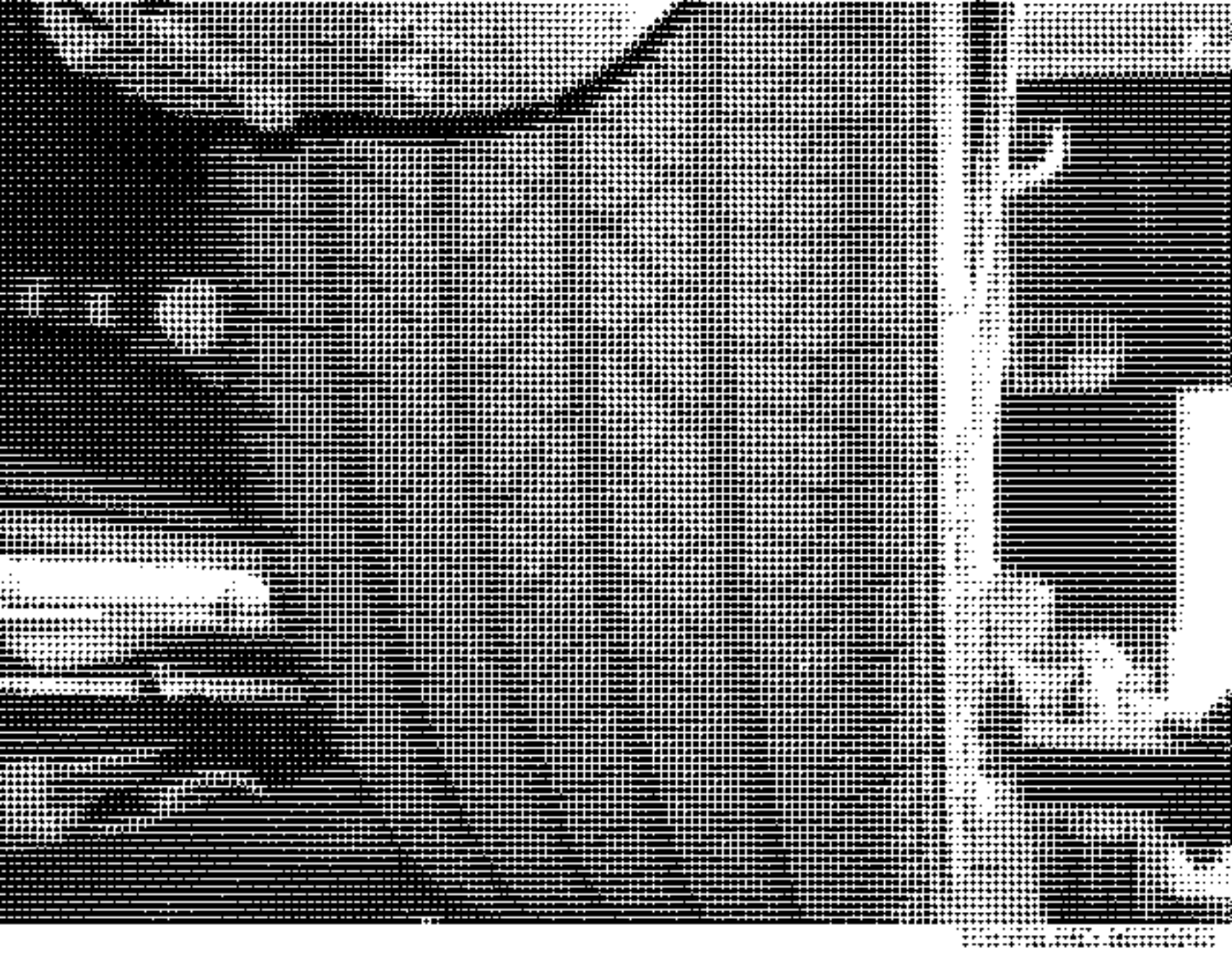


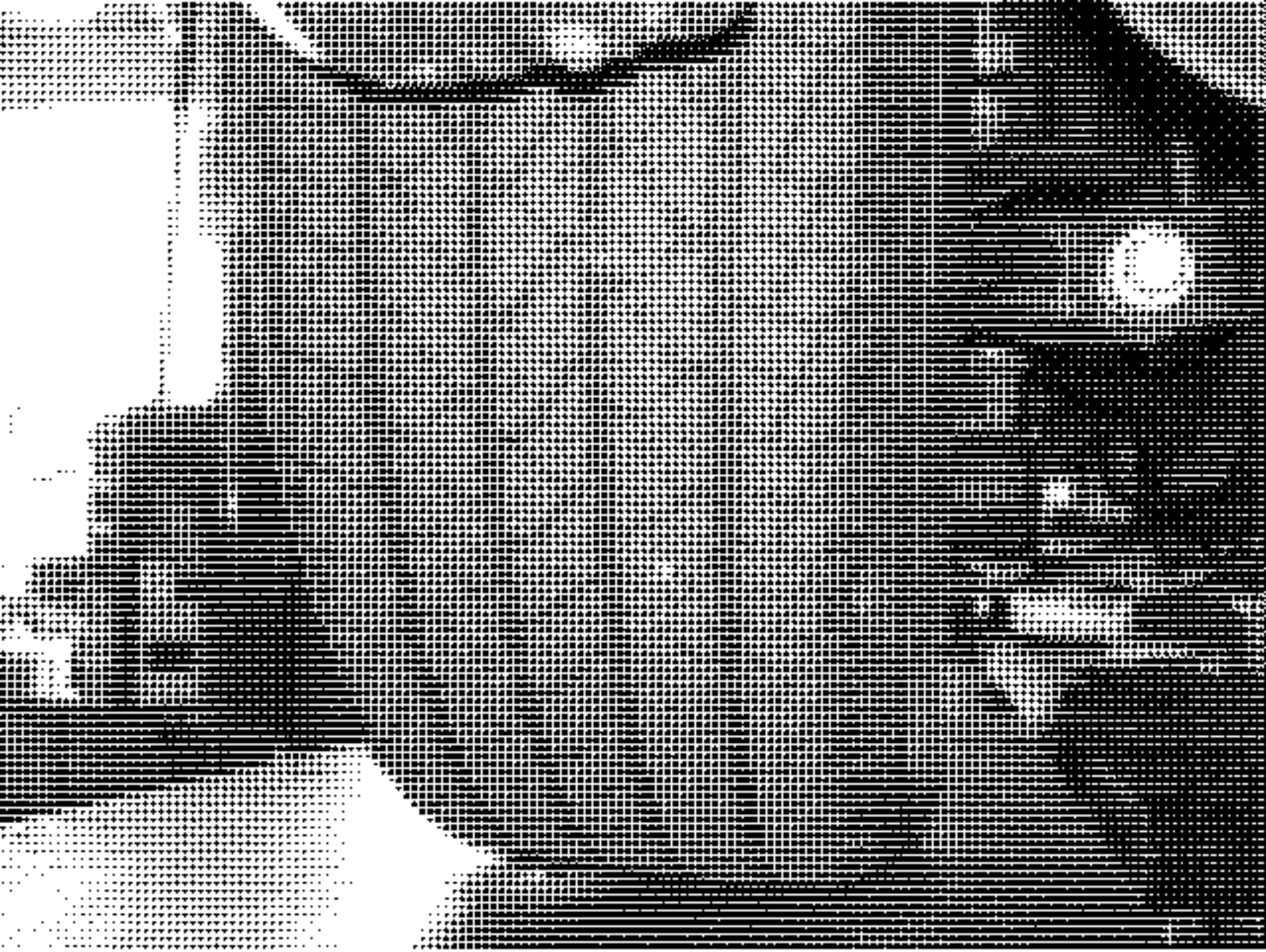


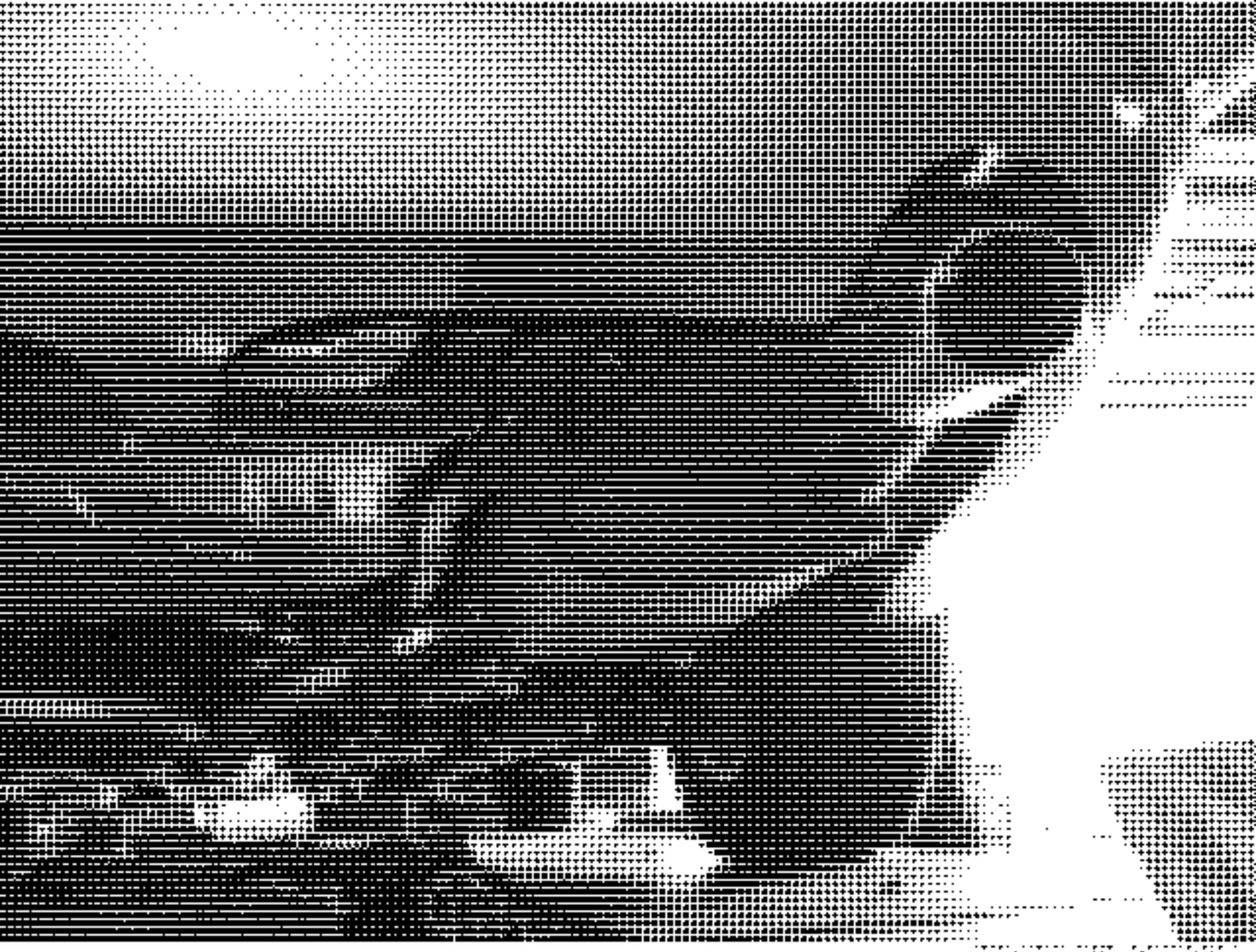


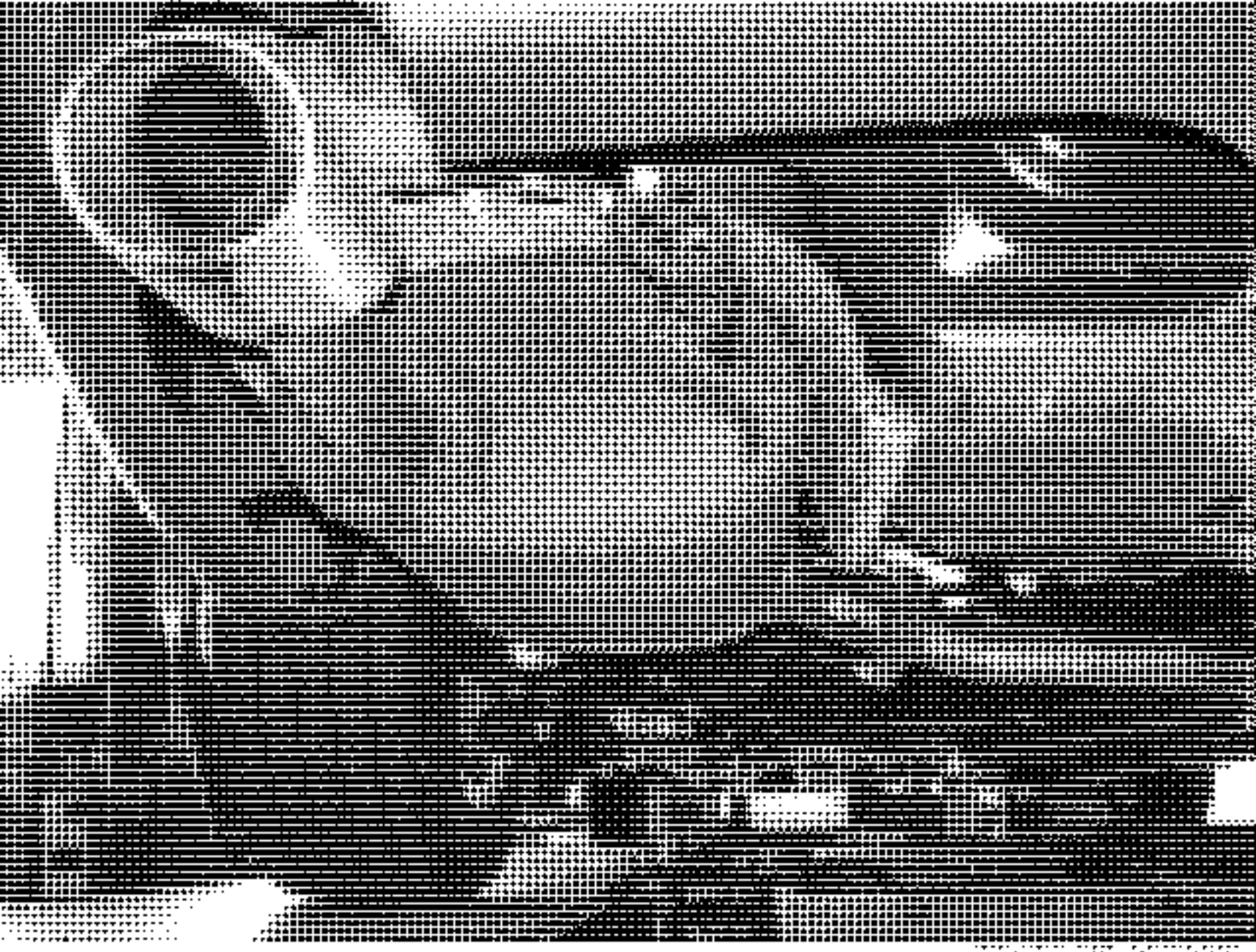


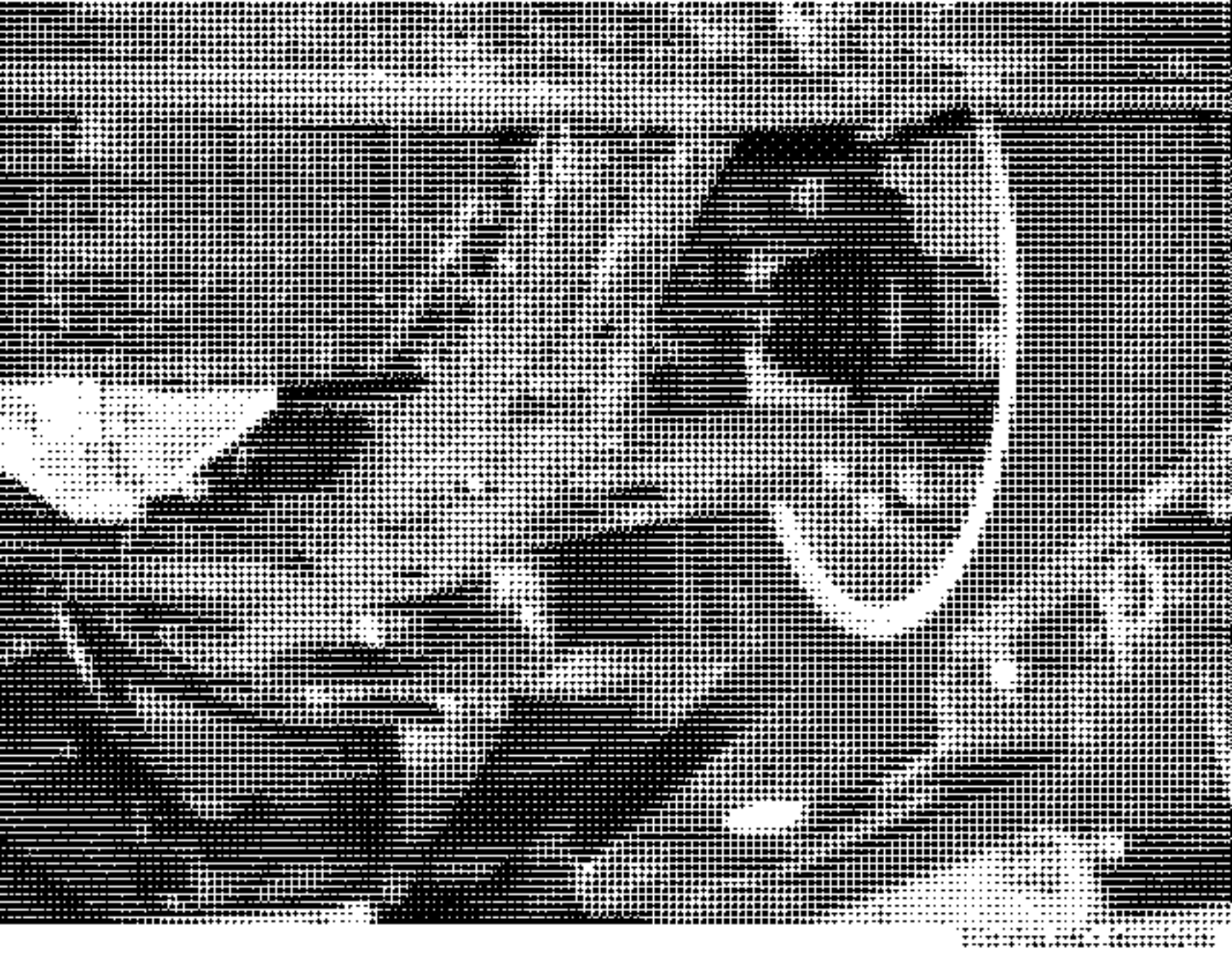


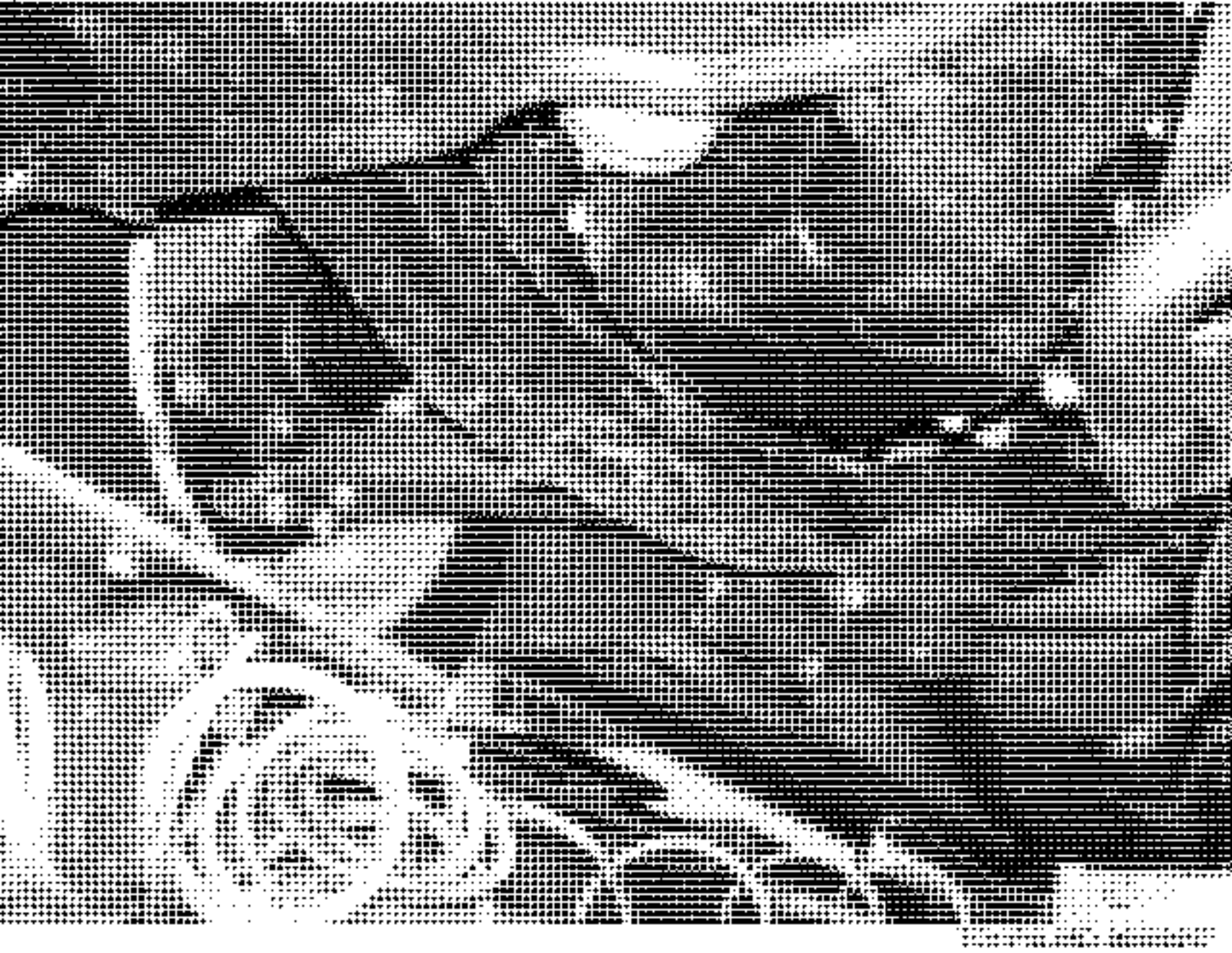


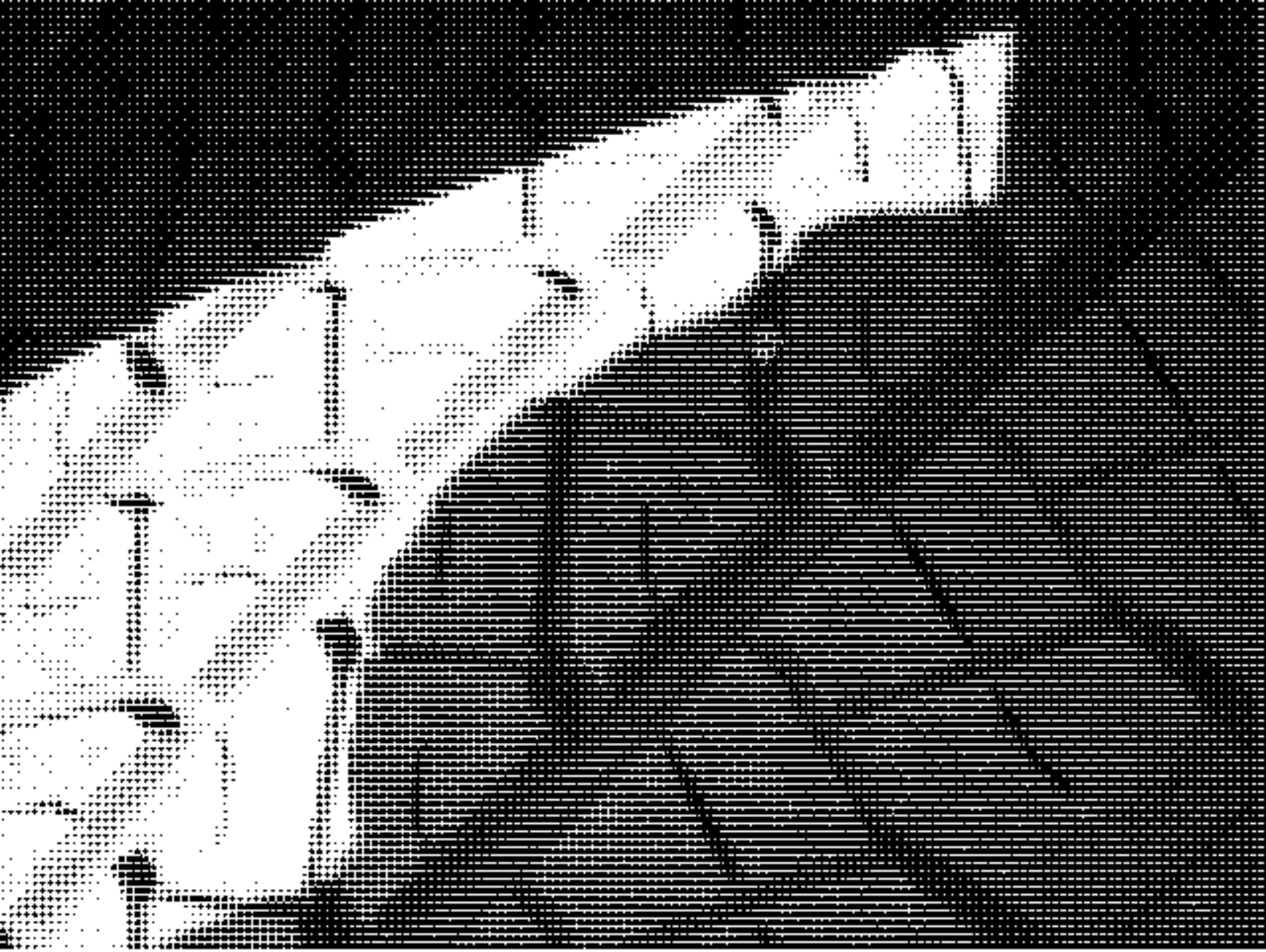












TOYOTA

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

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

November 21, 2006

VIA US MAIL

[redacted]
Riverdale, NJ [redacted]

RE: Date of Loss: October 14, 2006
Vehicle: 2006 Toyota Avalon
VIN #: 4T1BK36B56U[redacted]

Dear Mr. [redacted]

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

It is our understanding that you were in the process of parking the vehicle when it lurched forward and jumped the curb landing on the grass.

Your vehicle was inspected by one of our field technicians in regards to your concerns. The vehicle's engine control and braking systems were inspected and tested. A stall test was performed and the engine could not over power the brake force. The vehicle would not move with the brakes applied. The ABS system was tested and was functioning properly. The vehicles throttle control system operation was also tested. The throttle plate and the accelerator pedal both moved freely with no binding or sticking. The vehicle's safety system and engine control systems were operating as designed at the time of our inspection.

We are very sorry about this most unfortunate incident however based on our inspection of your vehicle it has been determined that it was not the result of any type of manufacturing defect. Thank you for allowing us to address your concerns.

Very truly yours,

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

FILE START

Case Report - 200608030840

Customer/Caller Summary:

Customer Name/Address: [redacted]
Exeter, CA [redacted]

Caller Phone:
Caller Alt. Phone:

Case Summary:

Case Title:	Service; Personnel; ;
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Service
Problem Area:	Personnel
Component:	
Condition:	
VIN:	JTEEW21A860[redacted]
Dofu:	04/19/2006
Current Miles:	7500
Incident Miles:	7500
Model Year:	2006
Model Name:	Highlander Hybrid
Region:	San Francisco
District:	05
Dealer 1:	Visalia Toyota, 04215
Selling Dealer:	Visalia Toyota, 04215

Case History:

Caller Seeks: sks for dlr to assist with the 2 front tires that were replaced
CAC Stated: crm will f/u within 3 bus days

*** PHONE LOG 08/03/2006 11:51:57 AM JMoore
Caller states:when spoke to the dlr that front tires are wearing because the veh is out of alignment,sts dlr never informed him not to replace the front tires before taking veh to the dlr,sts now dlr is informing him that now dlr can't give any assistance for the tires that were replaced because cllr had the 2 front tires replaced before veh arrived at the dlr,cllr sts dlr should have informed him not to have the 2 front tires replaced before veh arrived at the dlr

*** NOTES 08/03/2006 11:52:44 AM JMoore
sts spoke with Brian Harvey in svc dept

*** CASE CLOSE 11/30/2006 03:07:56 PM DLR04215
CUSTOMER WOULD NOT RETURN CALLS

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	11/30/2006 04:50:09 PM	EDotson120	Status = Closed, Resolution Code = Full, State = Open.
Chg Status	11/30/2006 04:50:08 PM	EDotson120	Action Region
Yanked	11/30/2006 04:50:07 PM	EDotson120	Case grabbed from DLR04215 to EDotson120's default WipBin.
Dispatch	11/30/2006 03:07:57 PM	DLR04215	Case Dispatched to San Francisco Closed Queue.
Chg Status	11/30/2006 03:07:56 PM	DLR04215	Status changed to Dealer Close
Chg Status	10/02/2006 05:32:48 PM	EDotson120	Dealer close returned due to reasons listed below: Reason 1: Please Specify Reason 2: Please Specify Reason 3: Please Specify Additional notes follow: Customer is requesting assistance; pls contact.
Chg Status	09/27/2006 12:58:45 PM	DLR04215	Status changed to Dealer Close
Dispatch	09/27/2006 12:58:45 PM	DLR04215	Case Dispatched to San Francisco Closed Queue.

Notes	08/03/2006 11:52:44 AM	JMoore	Log notes.
Assign	08/03/2006 11:52:01 AM	JMoore	Case assigned to DLR04215
Chg Status	08/03/2006 11:52:01 AM	JMoore	Case status changed to Action Dealer.
Modify	08/03/2006 11:51:57 AM	JMoore	into WIP default and Status of Action CAC.
Phone Log	08/03/2006 11:51:57 AM	JMoore	Start = 08/03/2006 11:45:00 AM, End = 08/03/2006 11:51:57 AM, Contact = [redacted].
CPU Created	08/03/2006 11:48:42 AM	JMoore	Cust Prof Upd - Created for VIN: JTEEW21A860[redacted], Customer: [redacted], Exeter, CA [redacted].
Create	08/03/2006 11:45:00 AM	JMoore	Contact = Carl Hill Leasing, Priority = Customer, Status = Action CAC.

Case Report - 200704060010

Customer/Caller Summary:

Customer Name/Address: [redacted]
Exeter, CA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Driveability; Driving Response
Case Type:	General
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Driveability
Condition:	Driving Response
VIN:	JTEEW21A860[redacted]
Dofu:	04/19/2006
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	Highlander Hybrid
Region:	San Francisco
District:	05
Dealer 1:	Visalia Toyota, 04215
Selling Dealer:	Visalia Toyota, 04215

Case History:

Caller Seeks: $6,907.75 reimb for percieved trade-in value loss
CAC Stated: NCR sent IN20

*** PHONE LOG 04/06/2007 05:43:11 AM AWilson
Curtis M. Spott, owner's attorney, sts cust took veh home; Sts veh would accelerate on its own while moderately braking on a steep grade. Sts took veh to dlr on 10/17/06, RO W37883, who adv of normal operating condition & no action required. Sts cncrns continued & to back on 10/20/06, RO W38171, who adv veh accelerates when HV battery reached full capacity & regenerative braking shuts off". Dlr opened tech notline TA062930253. Dlr adv that software update...

*** NOTES 04/06/2007 05:43:12 AM AWilson
...will be relased in 6-12 months; Writer sts that it is not soon enough, Feels veh is unsafe to drive on steep grades, wet, icy and snow covered roads. Sts traded in veh on 10/26/07 for 2007 Tacoma; Sts lost $6,907.75 from purch/trade-in. Cust sks 6,907.75 reimb for loss on veh. Cust sts previous NCR from CEC adv will rcv reimb; Sts if no 'favorable" response rcvd by 5/1/07, will file lawsuit against TMS. Sts matters do not fall under arbitration.

*** NOTES 04/06/2007 05:47:42 AM AWilson
PREVIOUS CASE: 200610230216

*** NOTES 04/06/2007 09:05:37 AM AWilson
NCR clld [redacted] adv did not pursue arb due to time constraint; Adv was going on trip for two months and wife did not want to drive veh due to percieved safety cncrns; NCR adv will fwd IN20 letter to atty to adv of cncrns doc at ToyHQ and to c/b.

*** NOTES 04/06/2007 09:05:59 AM AWilson
NCR sent IN20

*** NOTES 04/06/2007 09:07:23 AM AWilson
NCR sent IN20

*** CASE CLOSE 04/06/2007 09:07:35 AM AWilson
NCR sent IN20

*** NOTES 04/06/2007 09:09:19 AM AWilson
NCR adv [redacted] that ToyHQ will not reimb for percieved loss of veh. NCR adv cust could have pursued Arbitration if currently owned veh.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Add Attachmen	04/06/2007 05:30:24 PM	AWilson	Added attachment Correspondence Database. with path http://atmspnap02.tms.toyota.com/lexus/voc/lexuscorespond.nsf//fmClarifyRept?openform&C=200704060010.
Notes	04/06/2007 09:09:19 AM	AWilson	Log notes.
Case Close	04/06/2007 09:07:35 AM	AWilson	Status = Closed, Resolution Code = Full, State = Open.
Notes	04/06/2007 09:07:23 AM	AWilson	Log notes.
Modify	04/06/2007 09:07:23 AM	AWilson	into WIP default and Status of Action CAC.
Notes	04/06/2007 09:05:59 AM	AWilson	Log notes.
Notes	04/06/2007 09:05:37 AM	AWilson	Log notes.
Modify	04/06/2007 05:48:32 AM	AWilson	into WIP default and Status of Action CAC.
Notes	04/06/2007 05:47:42 AM	AWilson	Log notes.
Modify	04/06/2007 05:47:42 AM	AWilson	into WIP default and Status of Action CAC.
Modify	04/06/2007 05:45:06 AM	AWilson	into WIP default and Status of Action CAC.
Notes	04/06/2007 05:43:12 AM	AWilson	Log notes.
Modify	04/06/2007 05:43:11 AM	AWilson	into WIP default and Status of Action CAC.
Phone Log	04/06/2007 05:43:11 AM	AWilson	Start = 04/06/2007 05:33:31 AM, End = 04/06/2007 05:43:11 AM, Contact = [redacted]
Create	04/06/2007 05:33:31 AM	AWilson	Contact = [redacted], Priority = Customer, Status = Action CAC.

Case Report - 200610230216

Customer/Caller Summary:

Customer Name/Address: [redacted]
Badger, CA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Arbitration Request; Abnormal Condition; Brake System; Other-Please Specify
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Arbitration Request
Problem Area:	Abnormal Condition
Component:	Brake System
Condition:	Other-Please Specify
VIN:	JTEEW21A860[redacted]
Dofu:	04/19/2006
Current Miles:	12000
Incident Miles:	12000
Model Year:	2006
Model Name:	Highlander Hybrid
Region:	San Francisco
District:	05
Dealer 1:	Visalia Toyota, 04215
Selling Dealer:	Visalia Toyota, 04215

Case History:

Caller Seeks: Toyota to buy back veh.
CAC Stated: see notes

*** PHONE LOG 10/23/2006 07:39:53 AM AMouton
--ARBITRATION--
Caller states: when going downhill feels like veh wants to lunge forward. sts took veh to dlr Thursday. sts dlr adv it is a software concern. sts dlr adv it is 6-8 months before it can be fixed. sts spoke to Brian Harvey srv mgr. sts is not going to drive veh anymore. sts veh is at dlr. sts will not pick up veh. sts wants Toy to buy back veh. sts is going on vacation. sts is going to buy wife another veh today. sts wife will not drive veh.

*** SUBCASE 200610230216-1 CREATED 10/23/2006 02:26:13 PM NBird

*** PHONE LOG 10/25/2006 11:16:51 AM NBird Action Type: Outgoing call
OUTGOING CALL TO DLR
NCR spoke with F1int in svc, who advised fo the following:

RO#W378834 10/18/06 @12,035 Sts when coming down to a grade veh accelerates. Veh operating as designed.
RO#W38171 10/23/06 @12,267 Sts veh would accelerate on its own while slowing or coming to stop. Operating as designed.

Also sts tech explained operation of Hybrid motor switches on and off slowing down or on downgrades. Sts cust was ok with explanation.

*** PHONE LOG 10/25/2006 11:43:48 AM NBird Action Type: Outgoing call
OUTGOING CALL TO CUST
NCR spoke with cust sts lives at about 5,000 ft above elevation and sts has to drive down mountain all of the time. Sts thats when concern happens coming down steep hills. Sts acceleration concern does not happen on level grounds. Sts was adv by dealer that a fix is in the works but may not be available for 6-12 months. Cust sts its his first Toy and it will not be safe when driving down mountain in winter time. Sts wife will not drive veh anymore. Fls that Toy should replace veh without going through Arb process. Sts he is a car dealer as well and knows the processes. NCR adv of Arb process and adv ppwk would be sent out w/ 10-14 days.

*** SUBCASE 200610230216-1 CLOSED 10/25/2006 11:44:23 AM NBird
see notes

*** NOTES 10/26/2006 10:37:20 AM EStaples1
Ncr (back-up for mail analyst) mailed arb ppwk 10/26/06.

*** CASE CLOSE 12/11/2006 05:53:06 PM EDotson120
Cust may pursue arb.

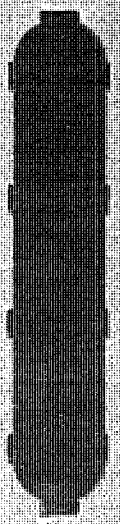
Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	12/11/2006 05:53:11 PM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	12/11/2006 05:53:06 PM	EDotson120	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	10/26/2006 10:37:29 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/26/2006 10:37:20 AM	EStaples1	Log notes.
Accept	10/25/2006 04:31:21 PM	EDotson120	from Queue San Francisco to WIP Arbitration Request.
Subcase Close	10/25/2006 11:44:23 AM	NBird	Number = 200610230216-1, Status = Action CAC, Resolution Code = Full..
Chg Status	10/25/2006 11:44:17 AM	NBird	Case sent to region: San Francisco
Modify	10/25/2006 11:44:16 AM	NBird	into WIP default and Status of Action CAC.
Dispatch	10/25/2006 11:44:16 AM	NBird	Action Region.
Phone Log	10/25/2006 11:43:48 AM	NBird	Start = 10/25/2006 11:22:27 AM, End = 10/25/2006 11:43:48 AM, Contact = [redacted]
Phone Log	10/25/2006 11:16:51 AM	NBird	Start = 10/25/2006 11:07:53 AM, End = 10/25/2006 11:16:51 AM, Contact = [redacted]
Admin Subcase	10/23/2006 02:26:13 PM	NBird	Number = 200610230216-1, Created in WIP default with due date 10/25/2006 02:26:10 PM..
Modify	10/23/2006 02:25:58 PM	NBird	into WIP default and Status of Action CAC.
Set Originato	10/23/2006 02:25:55 PM	NBird	Set Originator: by NBird
Yanked	10/23/2006 02:25:25 PM	NBird	Case grabbed from AMouton to NBird's default WipBin.
Chg Status	10/23/2006 02:25:25 PM	NBird	Case yanked
Rule Action	10/23/2006 07:40:23 AM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Dispatch	10/23/2006 07:40:17 AM	AMouton	from WIP default to Queue Toyota Resolution Queue.
Modify	10/23/2006 07:39:53 AM	AMouton	into WIP default and Status of Action CAC.
Phone Log	10/23/2006 07:39:53 AM	AMouton	Start = 10/23/2006 07:31:43 AM, End = 10/23/2006 07:39:53 AM, Contact = [redacted]
Create	10/23/2006 07:31:43 AM	AMouton	Contact = [redacted] Priority = Customer, Status = Action CAC.

[redacted]

SF REGION

216077



TOY-RQ-05D-00000268

November 10, 2006

RECEIVED
NOV 17 2006
Customer Support Group

Steve Cornillias, General Manager
Stevens Creek Toyota
4202 Stevens Creek Blvd.
San Jose, California 95129

RECEIVED
NOV 17 2006
Customer Resolution Group

Dear Mr. Cornillias:

I write regarding a 2007 Toyota Camry LE (Vehicle I.D. No. # 4T1BE46K17U[redacted] that I purchased from Stevens Creek Toyota, San Jose, California, on April 2, 2006. This car is significantly defective, and after multiple attempts by your service staff, there has been no substantial improvement as set forth in detail below. I write this letter in an attempt to resolve this problem without the need for more formal intervention.

On April 2, 2006, I traded in my 2000 Volvo S40 for the 2007 Toyota Camry LE at Stevens Creek Toyota in San Jose. This car cost me $26,110.89, and the lien holder is Meriwest Credit Union, which I have copied on this letter. I purchased a seven-year/100,000 mile extended warranty.

I am very conscientious in maintaining my vehicles, including this Camry. When I took the car in for its 5K miles servicing, I mentioned to your service representative that my car hesitates. Your representative dismissed my concerns, telling me that this is "how new cars operate."

A few months later, however, I began experiencing problems that are not typical of new cars, or any cars for that matter. On Thursday, September 14, 2006 I drove with a young mother of four in my Camry to San Francisco, to prepare for her sister's funeral arrangements. I stopped at an intersection on Geneva near Mission Street. I was the first car in the middle lane stopped at a red light. This is a crowded street in San Francisco's downtown. When the light turned green, I took my foot off the brakes and lightly pressed the gas pedal to accelerate slowly, as the speed limit on the street is 30 miles per hour. Without cause, my car accelerated from a dead stop to over 70 plus miles per hour within several seconds. The engine made a very high-pitched, loud noise. I immediately applied my brakes but to no avail-the car did not even slow down. I then applied both feet on the brake pedal and pressed as hard as I could.

Only then did the car slow down. The car slowed to approximately 5-10 mph. In order to prevent another acceleration, I attempted to put the car in Neutral only the car went to Reverse and then immediately back to Neutral. My Camry jerked, made a grinding noise, and then came to a complete stop.

On the evening of September 14, 2006, after the car had been parked for a few hours, I began my trip home. As soon as I started the car, it made the same loud noise and immediately revved to 6000 rpm for just under a minute. The drive home seemed endless and I never prayed as hard as I did during that drive.

I wasted no time. On September 15, 2006, I called Stevens Creek Toyota and spoke with Vinnie Casucci, the Service Manager. I explained my situation and informed him that I would be bringing my car in. I also asked that Stevens Creek Toyota provide a rental car.

When I brought my car in, Rick Vargas from Service greeted me and took down my information. He told me that it is impossible for a car to go into Reverse if it is going forward. When I retrieved my car after Toyota serviced it, Mr. Vargas told me that a mechanic test drove my car and experienced the same malfunction I had experienced. Mr. Vargas also indicated that a couple of codes came up and told me that they replaced the throttle body and other parts associated with the throttle.

I received a voicemail from Mr. Vargas within a few days notifying me that my car was fixed and ready to be picked up. He indicated that it is safe and that I should not experience similar problems again.

Unfortunately, I did experience the problem again. On Wednesday, October 4, 2006 at 8:30 a.m.-rush hour-I was traveling on Highway 85, a very busy highway. I had my father and a family friend in the car that I was taking to the hospital for a surgical procedure. After merging onto the highway safely, I moved into the second lane. When I began to merge into the commuter lane, my car again revved and began quickly accelerating. I applied the brakes and at the same time shifted to Neutral. About a minute later, my car began operating normally again, but not before I had to swerve into the emergency lane to avoid hitting the cars around me. As soon as possible, I exited the highway, fearing for my life and those of my passengers and the other commuters.

I immediately phoned Vinnie Casucci. I explained that the car had malfunctioned again and that his staff should expect my car in their shop the following morning. The next morning, October 5, 2006, I had my car towed into Stevens Creek Toyota. Both Mr. Casucci and Mr. Vargas greeted me and asked me to explain in detail what happened. They wrote up the request form and send me home with another rental.

When I arrived to pick up the car on October 10, 2006, all they told me was that the accelerator must have gotten stuck on the floor mat. They represented that there is nothing else wrong with the car and that there is nothing further they or their staff can do to fix the car. During this conversation, contrary to their prior representations, they told me that it is quite possible for a car to go into Reverse when moving forward when the driver applies the brakes.

I cannot accept Toyota's explanation. I check my car on a daily basis for tire inflation, scratches, dings and carpet movements. As I indicated, I had to put the car in Neutral and step on the brakes to stop. I checked if the accelerator was stuck; it was not.

When I took the car in, the service representative reported that the car had 8965 miles on its odometer. When I got my vehicle back, Mr. Vargas, the friend that drove me to the dealership, and I noticed that the odometer read 8856. When I test-drove the car later that week, however, my odometer read 9036. It is not clear what in the process of servicing my car caused the odometer to change so significantly; both in the negative and positive. Especially since the service staff indicated that they test-drove the car at least 50 miles.

Ever since Toyota serviced the car this second time, I have also experienced major problems with the throttle. There is a significant hesitation in accelerating. This problem has gotten progressively worse. During one drive, I was depressing the throttle but it felt as though I was depressing the brakes. I had to step on the throttle twice as hard to maintain my speed on the freeway.

I continually live these three nightmares over and over in my mind. I twist and turn at night. I can't stop thinking about how close I came to death on two separate occasions. I have had many sleepless nights, which resulted in my doctor prescribing sleeping pills.

I purchased a Toyota because of its reliability and safety. I am on the road constantly and I need a dependable and safe car. I fear even getting into the car. I believe that it is a miracle that I am here today. My Camry's nickname is the "Blue Casket On Wheels."

Toyota has made reasonable attempts to remedy the problems with this car to no avail. The problems with this car's accelerator/throttle are irreparable. This car is a hazard not only to my life, but to the lives of my friends and family, and those of other drivers and pedestrians. It is quite possible that this car will cause the death of one or more persons. Toyota must allow me to return this car in exchange for another comparable car (though not a Camry), at no additional cost.

I request an opportunity to address these issues in person, along with attorney Justin Bosl, who I have copied on this letter and who is aware of the situation. I will be out of town November 12-November 16. I am available on the weekend of November 18-19 and on evenings thereafter.

Very Truly Yours,

[redacted]

San Jose, CA [redacted]

CC: Justin A. Bosl, Esq.
Kazan, McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood
171 12th St., Suite 300
Oakland, California 94612

Meriwest Credit Union (lien holder)
Attention: Dominic Cusimano
5615 Chesbro Ave.
San Jose, CA 95123

Toyota Motor Sales, U.S.A., Inc.
Attention: Elaine Matsuda, Customer Relations Manager
19001 South Western Ave.
Dept. WC11
Torrance, CA 90501

Harold Cornillias, President
Heather Dea, Customer Relations Manager
Vinnie Casucci, Service Manager
Stevens Creek Toyota
4202 Stevens Creek Blvd.
San Jose, California 95129

Printed by EDotson120

01/30/2007 01:00:47 PM

Case Report - 200611202185

Customer/Caller Summary:

Customer Name/Address: [redacted]
San Jose, CA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Auto Transmission; Driving Response
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Auto Transmission
Condition:	Driving Response
VIN:	4T1BE46K17U[redacted]
Dofu:	04/02/2006
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	Camry
Region:	San Francisco
District:	01
Dealer 1:	Stevens Creek Toyota, 04226
Selling Dealer:	Stevens Creek Toyota, 04226

Case History:

Caller Seeks: Replacement
CAC Stated: Region to follow up with customer.

*** PHONE LOG 11/20/2006 02:58:13 PM KCravin
==Lemon Law== Ltr. rec'd fron customer via inter-office mail. Cust. sts. they are seeking a replacement veh. due to issues with the veh. transmission. Cust. sts. veh. has been to the dlr. at least 3x due to accelerator/throttle issues.

*** NOTES 01/08/2007 10:27:04 AM EDotson120
Ack ltr mailed 12/5/06.

*** NOTES 01/08/2007 10:29:18 AM EDotson120
Atty., friend of cust., contacted CRA on 1/5/07 reqstg status. Advd atty ack ltr mailed 12/5/06. Atty confirmed cust did receive ltr. Advd atty needed reqstd docs prior to proceeding w/review. Atty std would assist cust with obtaining docs. CRA advd atty that once docs received, process could take +/- one month.

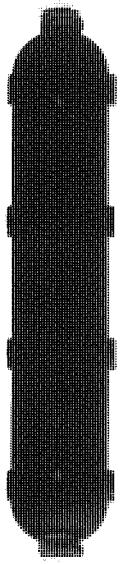
Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	01/08/2007 10:29:27 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/08/2007 10:29:18 AM	EDotson120	Log notes.
Rule Action	01/08/2007 10:27:07 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/08/2007 10:27:04 AM	EDotson120	Log notes.
Accept	11/21/2006 11:51:21 AM	EDotson120	from Queue San Francisco to WIP Product.
Chg Status	11/20/2006 02:58:15 PM	KCravin	Case sent to region: San Francisco
Dispatch	11/20/2006 02:58:14 PM	KCravin	Action Region to San Francisco
Phone Log	11/20/2006 02:58:13 PM	KCravin	Start = 11/20/2006 02:53:51 PM, End = 11/20/2006 02:58:13 PM, Contact = [redacted]
Create	11/20/2006 02:53:51 PM	KCravin	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.

[redacted]

CAT REGION

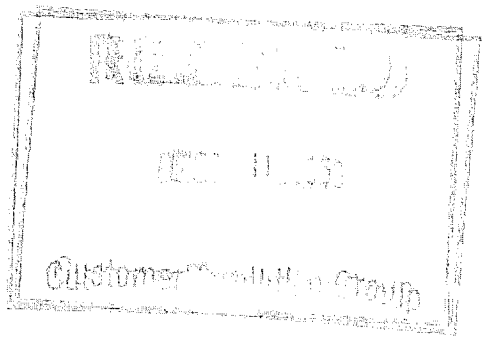
222756



TOY-RQ-05D-00000273

December 4, 2006

Toyota Customer Experience Center
Toyota Motor Sales, U.S.A., Inc.
P.O. Box 2991
Torrence, CA 90509-2991



[redacted]
Baltimore, MD [redacted]
[redacted]

To whom It may concern:

In June 2006, I bought a new 2006 Toyota Tacoma from CarMax in Laurel, Maryland. On Sunday November 19, 2006 I was driving on I-95 going 60-65 mph when my Tacoma truck all of a sudden accelerated on its own into high gear-overdrive. I hit the brakes and the brakes were locked up. I continued to tap the brakes and by the third or fourth tap on the brakes the brake pedal finally went in and I gained control of the vehicle. Within a 24 hour period on Monday 20, 2006 I was driving in a neighborhood dead end street going 25 mph. The vehicle jumped into high gear-overdrive and started accelerating on its own and would not stop accelerating. I tried hitting the brakes, tapping the brakes and the brakes did not work. The brakes were locked and the vehicle would not stop. I panicked and hit the emergency brake and that didn't slow the vehicle. Then I really panicked and tried to stop the vehicle by putting the gear into neutral. That didn't slow the vehicle so then I thought to turn the ignition key off and came to a rough halt and that is what stopped this crazed vehicle. By the time I turned off the ignition this truck was traveling at least 60-70mph on the 25mph street. I was shooken up and thought for sure I was going to run into a tree, car, a person and either kill myself or someone else. I called my dealership and they told me to take it to the nearest dealership. I called Castle Toyota and made an appointment for November 24, 2006. Castle Toyota inspected the car and told me that they could not find any problem. On November 30, 2006 I was driving over the Key Bridge on 695 in Baltimore traveling 55 mph and again this truck started to accelerate on its own. I had to pump the brakes to get the truck out of overdrive and slow it down. On December 4, 2006 I was driving on 702 and took the I-95 exit. As I was about to enter onto I-95 and its flow of traffic I needed to speed up and that's when my truck decided to take off and jump into high gear-overdrive on its own. The brakes were locked up completely. I tried tapping the brakes but the brakes were completely locked up. I was about to hit the car in front of me. Luckily I was in the right hand lane and I swooved off the highway to avoid hitting the person in front of me. At that point I just turned my ignition key off and came to a rough halt. I am really scared to drive this vehicle or put my 1 year old nephew in it. This vehicle is definitely defective and unsafe to drive and is a lemon. Under Maryland's Lemon Law, it states "If the problem involves the steering or braking system, only one attempt to repair is required. I want my money back or a different make truck.

Sincerely Disappointed
[redacted]

VIN#: 5TEJU62N66Z[redacted]
Milage at the time of 1st service attempt at Castle Toyota on November 24, 2006: 11,929

Case Report - 200612121604

Customer/Caller Summary:

Customer Name/Address: [redacted]
Baltimore , MD [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Driveability; Driving Response
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Driveability
Condition:	Driving Response
VIN:	5TEJU62N66Z[redacted]
Dofu:	06/03/2006
Current Miles:	0
Incident Miles:	0
Model Year:	2006
Model Name:	Tacoma
Region:	CAT
District:	B
Dealer 1:	Castle Toyota, 19067
Selling Dealer:	Laurel Toyota, 19060

Case History:

Caller Seeks: Repurchase or Replacement
CAC Stated: Region to follow up with Cust.

*** PHONE LOG 12/12/2006 05:00:54 PM KCravin
==Lemon Law==Ltr. rec'd from cust. via certified mail. Cust. sts. she feels veh. is a Lemon due to issues with acceleration. Cust. sts. on 3 seperate occassion the veh. accelerated on its own and the brakes locked up. Cust. feels veh. is unsafe and is seeking a repurchase or replacement.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Chg Status	12/12/2006 05:00:56 PM	KCravin	Case sent to region: CAT
Dispatch	12/12/2006 05:00:55 PM	KCravin	Action Region to CAT
Phone Log	12/12/2006 05:00:54 PM	KCravin	Start = 12/12/2006 04:55:20 PM, End = 12/12/2006 05:00:54 PM, Contact = [redacted]
Create	12/12/2006 04:55:20 PM	KCravin	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.

[redacted]

SOUTHERN AREA

TOY-RQ-05D-00000276

Case Report - 200612061328

Customer/Caller Summary:

Customer Name/Address: [redacted]
Cypress, TX [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Brake Pedal- Brakes; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Brake Pedal- Brakes
Condition:	Other-Please Specify
VIN:	JTHBJ46G772[redacted]
Dofu:	06/30/2006
Current Miles:	8000
Incident Miles:	8000
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	02
Dealer 1:	Westside Lexus, 64201
Selling Dealer:	Westside Lexus, 64201

Case History:

Caller Seeks: to have this iss address & get reimb of $120 for the cost incurred b/c her veh was towed by the city due to parking violation.
CAC Stated: Apol & adv a f/u will c/b in 2 b/d.

*** PHONE LOG 12/06/2006 01:30:03 PM SHarris
Caller states: she purch a 2007 ES 350 & 3x cust tried to press the brakes to stop the veh & the veh continued to accelerate. Cust adv she visited Westside Lexus & they adv the rubber mat was the cause for the veh continuing to accelerate while braking. Cust adv the last incident she pressed the brakes & veh cont?d to travel 30 mph until she got to a safe place & she forced the veh in park to stop, then veh started to smoke. Cust adv as she was waiting to have the veh..

*** PHONE LOG 12/06/2006 01:30:21 PM SHarris Action Type: Incoming call
Continued Notes... towed the veh was towed by the city b/c it was parked along side of the road, which cost $120. Dlr adv removing the mat b/c the brakes are fine & so is the trans.

*** SUBCASE 200612061328-1 CREATED 12/12/2006 04:34:47 PM JZamora

*** NOTES 12/12/2006 04:35:35 PM JZamora
Westside Lexus
Service Manger, Hans Schakman
281-582-8684

Please review cust concerns as she advised LCS veh accelerates on its own. Pls advise if dlr can provide any assistance. Thank you.

Jennifer Zamora
310-468-2593

*** PHONE LOG 12/14/2006 07:57:12 AM GHolland Action Type: Incoming call
Cust clld to f/u w/ her cncrns. Cust adv she has not received a response from LCS. I apol & adv cust J. Zamora is her f/u rep. Cust adv her issue needs to be escalated. I adv cust that J. Zamora has been reviewing her cncrns & has is out of the office but S. Lysaught will be assisting her. Cust was transferred to S. Lysaught.

*** PHONE LOG 12/14/2006 08:28:54 AM SLysaught Action Type: Incoming call
Cust was transfered. I adv cust that myself and JZamora will be looking into iss w/ ES 350. At this time Lexus has not received further info regarding a diag from the dlr other than that they found evidence of the rubber floormat possibly get lodged under accl causing it to stick. Pulled codes from ECU but no trouble codes were found, and they have contacted TAS to open a file. Cust does not feel safe driving veh and want to know exactly why the brakes did not stop the veh even if the accl was stuck. Seeks what other avenues she has if she is not satisfied w/ the resolution from dlr and Lexus. I adv cust that we need to research info further w/ the dlr but if not satisfied Lexus resolution she could contact NCDS provided phone # 866-272-4872. Will f/u w/ dlr and c/b when further info becomes avail. Thank you.

*** PHONE LOG 12/21/2006 10:20:16 AM JZamora Action Type: Incoming call
I received a call from SM at the dlr, and he advised me that cust came into the dlr two weeks ago and field tech inspected the veh and test drove it as well. After inspection, it was found that the aftermarket floor mat that was on her veh, interfered w/ the gas pedal on veh and caused the acceleration. Cust was advised that she needed to remove the carpet. Dlr did not think it was a good idea to pay for the fees b/c if we do, it seems like Lexus is taking responsibility.

*** PHONE LOG 12/21/2006 11:27:47 AM JZamora Action Type: Outgoing call
I called cust at [redacted] and advised cust that I was in contact w/ the SM at the dlr, and after the veh was inspected, it was determined that the floor mats were the cause of the veh accelerating. Cust stated she does not believe this information is truthful, b/c the dlr was not able to explain how the veh continued to accelerate while she tried to step on the brake of the veh. Cust stated this happened two times while her husband was driving the veh in cruise control mode, and then while she was driving it regularly. Cust stated the veh will remain at the dlr, b/c she does not feel comfortable driving the the veh. Cust stated at this time she would like Lexus to place her into another veh, and she will even accept a 2006 ES 330. Cust advised me to visit www.nhtsa.gov <http://www.nhtsa.gov>, so that I can see the issues that other cust are experiencing. I advised cust I will follow up w/ the different parties involved in making this decision, and inquire if a possible buyback or assistance may be offered. Cust thanked me for my time and stated she will wait for my call back.

*** PHONE LOG 12/21/2006 11:28:52 AM JZamora Action Type: Outgoing call
E-mail was sent to DSPM, Rebecca Buer, advising her of cust request for assistance.

*** PHONE LOG 12/27/2006 02:29:20 PM JZamora Action Type: Incoming call
I received an e-mail from DSPM, Rebecca Buer, who advised that the vehicle has been inspected by a FTS as well as the dealership and there has been no abnormality or defect in materials or workmanship found on the vehicle. Because the vehicle simply just needs to have the original factory floormats put back in the vehicle, I would not be offering any type of assistance. The customer of course has the option of pursuing arbitration.

*** PHONE LOG 12/27/2006 02:57:23 PM JZamora Action Type: Incoming call
Cust was transferred to me by rep. I advised cust I did review her request of assistance w/ upper management DSPM, (Rebecca Buer). I advised cust that when the veh was inspected by dlr technicians and FTS, Todd Kortum, it was determine that the cause of acceleration was the aftermarket floor mats that were installed on cust veh. Since this was determined at the time of inspection, a buyback would not be possible. Customer stated she was not satisfied w/ this decision b/c the dlr an FTS was not able to show her how the veh floor mats would move and interfere w/ the veh pedals. Cust stated the acceleration happen to her husband one times while the veh was driven by her husband on cruise control mode, and two times to her. Cust stated she can not believe Lexus is taking the position of the dlr and not believing her experience. Cust stated she does not understand how I sleep at night knowing that her family life is in danger. Cust stated she would like to know the name of the VP here at Lexus HQ and the name of the FTS that inspected her veh. Cust stated she would like to know all about the FTS and his education, b/c she feels he is not qualified to inspect her veh. I assured cust our technicians are qualified to inspect cust veh and diagnose them. Cust stated if I went on the site she advised me of last time we were in contact and see how many cust experienced this same issue. Cust stated four other people experienced this concern. I advised cust Lexus can not verify the authenticity of the documentation posted by individuals on those sites. Cust advised me she wanted the number to litigation, NCDS. I advised cust the number is 866-272-4872. Cust stated she was not satisfied w/ this position and got extremely upset. Cust inquired if I was the highest person at Lexus HQ who she can speak w/. I advised cust I am empowered at the national level, and her concerns have been reviewed by upper management. Cust stated she would still like to speak w/ my superior. I advised cust I will submit request and MApodaca will call her back in twenty-four hours. Cust thanked.

*** NOTES 12/27/2006 02:57:50 PM JZamora

Escalation requested submitted to MApodaca.

*** NOTES 12/28/2006 11:01:16 AM MApodaca
I contacted the customer per her request. I apologized for the complaint. She informed me that she is disappointed with the decision made with her veh. She stated that she will write a letter to the dealership and Bob Carter of Lexus so that she has a paper trail if anything happens to her or her family. I informed [redacted] that she was given the phone number to NCDS and that would be another avenue for her to take. She asked if she could have a copy of her case at LCS. I stated that the info is proprietary information for internal use only and that I could not provide her with a copy of the case. Customer then disconnected the call.

*** SUBCASE 200612061328-1 CLOSED 12/28/2006 01:52:06 PM JZamora
Case Closed

*** CASE CLOSE 12/28/2006 01:52:18 PM JZamora
Per cust conversation w/ MApodaca, case may be closed at this time.

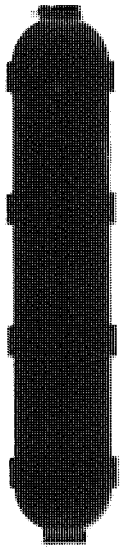
Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	12/28/2006 01:52:18 PM	JZamora	Status = Closed, Resolution Code = Full, State = Open.
Subcase Close	12/28/2006 01:52:06 PM	JZamora	Number = 200612061328-1, Status = Action CAC, Resolution Code = Full..
Rule Action	12/28/2006 11:01:25 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	12/28/2006 11:01:16 AM	MApodaca	Log notes.
Notes	12/27/2006 02:57:50 PM	JZamora	Log notes.
Phone Log	12/27/2006 02:57:23 PM	JZamora	Start = 12/27/2006 02:57:19 PM, End = 12/27/2006 02:57:23 PM, Contact = [redacted]
Phone Log	12/27/2006 02:29:20 PM	JZamora	Start = 12/27/2006 02:29:17 PM, End = 12/27/2006 02:29:20 PM, Contact = [redacted]
Phone Log	12/21/2006 11:28:52 AM	JZamora	Start = 12/21/2006 11:28:46 AM, End = 12/21/2006 11:28:52 AM, Contact = [redacted]
Phone Log	12/21/2006 11:27:47 AM	JZamora	Start = 12/21/2006 11:27:41 AM, End = 12/21/2006 11:27:47 AM, Contact = [redacted]
Phone Log	12/21/2006 10:20:16 AM	JZamora	Start = 12/21/2006 10:20:13 AM, End = 12/21/2006 10:20:16 AM, Contact = [redacted]
Rule Action	12/21/2006 10:15:18 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	12/21/2006 10:15:10 AM	JZamora	Case grabbed from DLR64201 to JZamora's default WipBin.
Chg Status	12/21/2006 10:15:10 AM	JZamora	Case yanked
Rule Action	12/14/2006 08:28:55 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Phone Log	12/14/2006 08:28:54 AM	SLysaught	Start = 12/14/2006 08:16:02 AM, End = 12/14/2006 08:28:54 AM, Contact = [redacted]
Rule Action	12/14/2006 07:57:14 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Phone Log	12/14/2006 07:57:12 AM	GHolland	Start = 12/14/2006 07:57:10 AM, End = 12/14/2006 07:57:12 AM, Contact = [redacted]
Assign	12/12/2006 04:35:42 PM	JZamora	Case assigned to DLR64201
Chg Status	12/12/2006 04:35:42 PM	JZamora	Case status changed to Action Dealer
Notes	12/12/2006 04:35:34 PM	JZamora	Log notes.
Admin Subcase	12/12/2006 04:34:47 PM	JZamora	Number = 200612061328-1, Created in WIP default with due date 12/13/2006 12:00:00 AM..
Rule Action	12/12/2006 04:34:37 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	12/12/2006 04:34:31 PM	JZamora	Set Originator: by JZamora
Chg Status	12/12/2006 04:34:30 PM	JZamora	Case yanked
Yanked	12/12/2006 04:34:29 PM	JZamora	Case grabbed from SHarris to JZamora's default WipBin.
Dispatch	12/06/2006 01:30:44 PM	SHarris	from WIP default to Queue MCM Southern Follow-up.
Modify	12/06/2006 01:30:41 PM	SHarris	into WIP default and Status of Action CAC.
Phone Log	12/06/2006 01:30:21 PM	SHarris	Start = 12/06/2006 01:30:04 PM, End = 12/06/2006 01:30:21 PM, Contact = [redacted]
Phone Log	12/06/2006 01:30:03 PM	SHarris	Start = 12/06/2006 01:11:15 PM, End = 12/06/2006 01:30:03 PM, Contact = [redacted]
Create	12/06/2006 01:11:15 PM	SHarris	Contact = [redacted] Priority = Customer, Status = Action CAC.

[redacted]

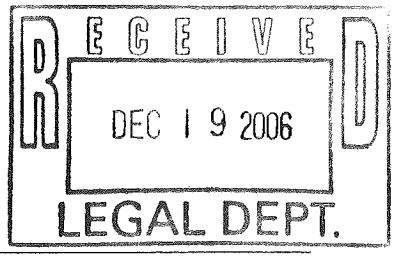
2007-01-41602
CLAIM

216758



TOY-RQ-05D-00000280

Case Report - 200612071089



Customer/Caller Summary:

Customer Name/Address: [redacted]
Revere, MA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; FCRP; Gas Pedal/Linkage- Engine; Other-Please Specify
Case Type:	Accident
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	FCRP
Component:	Gas Pedal/Linkage- Engine
Condition:	Other-Please Specify
VIN:	5TBBT441X5S[redacted]
Dofu:	09/23/2005
Current Miles:	30000
Incident Miles:	30000
Model Year:	2005
Model Name:	Tundra
Region:	Boston
District:	05
Dealer 1:	Haddad Toyota, 20049
Selling Dealer:	Atlantic Toyota, Inc., 20093

Case History:

Caller Seeks: Inspection to determine what caused airbags to deploy & why accelerator stuck
CAC Stated: NCR adv region open, cust to be contacted w/in 3 bus days. Cust has case #.

*** PHONE LOG 12/07/2006 01:10:03 PM ABranche
Caller states: accelerator pedal had gotten stuck, cust sts vigourously begin to step on the pedal trying to release it. Cust sts accelerator pedal then broke & wires came out, causing airs bag to deploy. Cust sts is registered owner [redacted] of veh & driver at the time of incident; Date of incident 12/5/2006; Veh located at Haddad Toyota; no rprs have been done on the veh at this time; There was another passenger [redacted] both wearing seatbelts;...

*** NOTES 12/07/2006 01:10:07 PM ABranche
...Estimated speed before airbags deployed 50-60 mph; was not able to apply brakes; accelerator system failed; There were no collisions or impact; Accelerator pedal & assembly, airbags only damage to veh; Airbag deployed (unexpectantly); No airbag warning light on; A year prior to incident had an accident (frontal collision); No fires. Ncr adv cust case mgr will be contacting w/in 2 bus days & adv to have all info related to incident avail if required. Cust understood.

*** NOTES 12/08/2006 06:33:59 AM SMoore
+OUTGOING CUST CALL+
Cust sts was driving and when took foot off accelerator pedal, veh was still accelerating. Sts female in service dept. (doesn't know her name) adv some wires probably got crossed or something & that rprs would probably be covered under warranty along w/ the rental that cust has. NCR adv inspection of veh can take up to 30 days & up to another 30 days to recv toyota?s position in writing. Cust sts understands & thanked ncr for assist.

*** NOTES 12/11/2006 08:16:59 AM CRinger170
RCR has given the printed out case to FTS GH, FTS sts 12/13/06 in the morning he could inspect veh. RCR will cus to see if this date is fine.

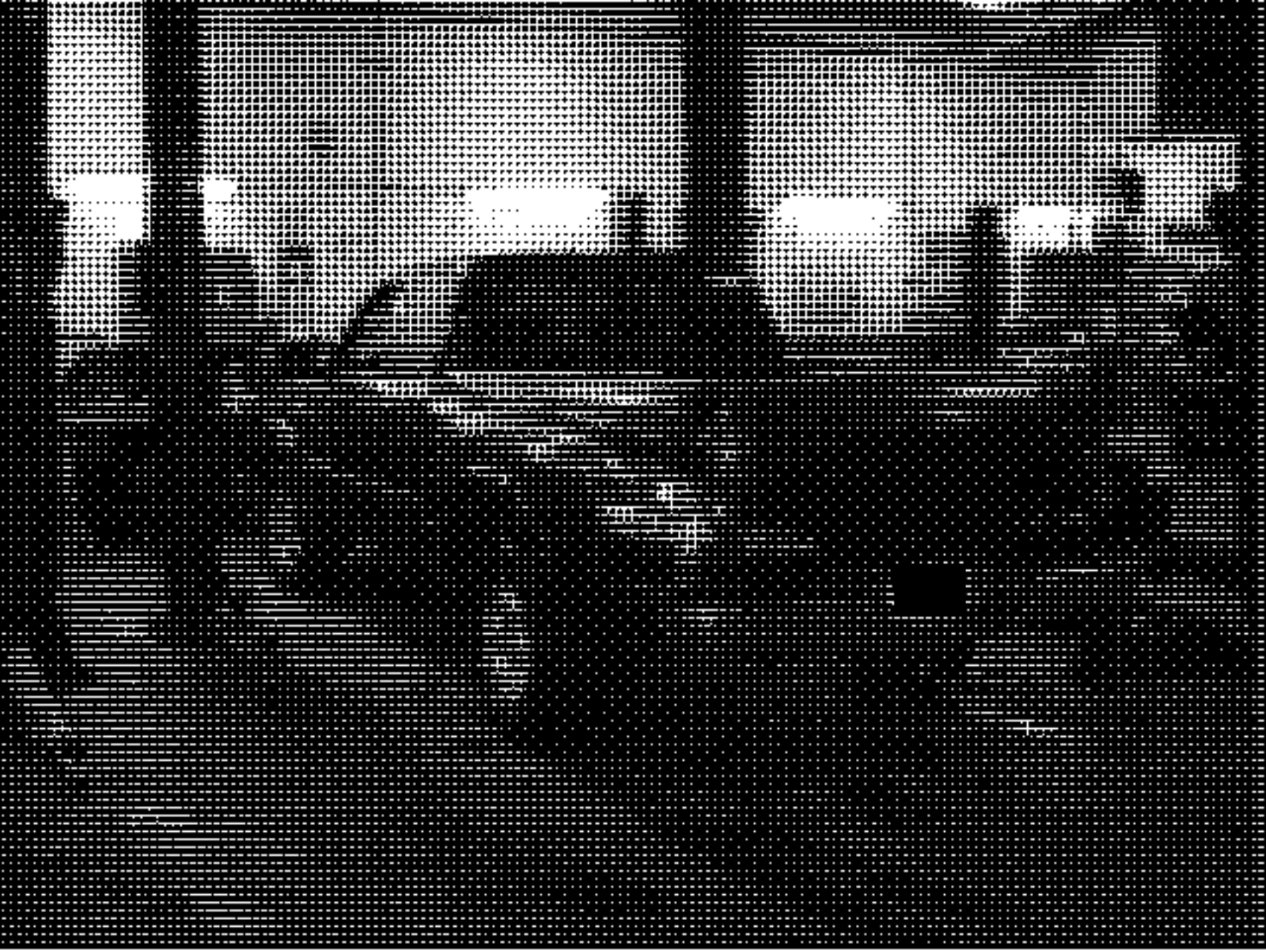
*** NOTES 12/15/2006 11:57:20 AM TWhite
cust seeks to know what is the status of case.Cllr sts rental is becoming expensive.Ncr apol & adv cust CM not avail ncr will forward message for c/b.

*** NOTES 12/15/2006 02:54:57 PM SMoore
+OUTGOING CUST CALL+
Called both #'s and both are busy.

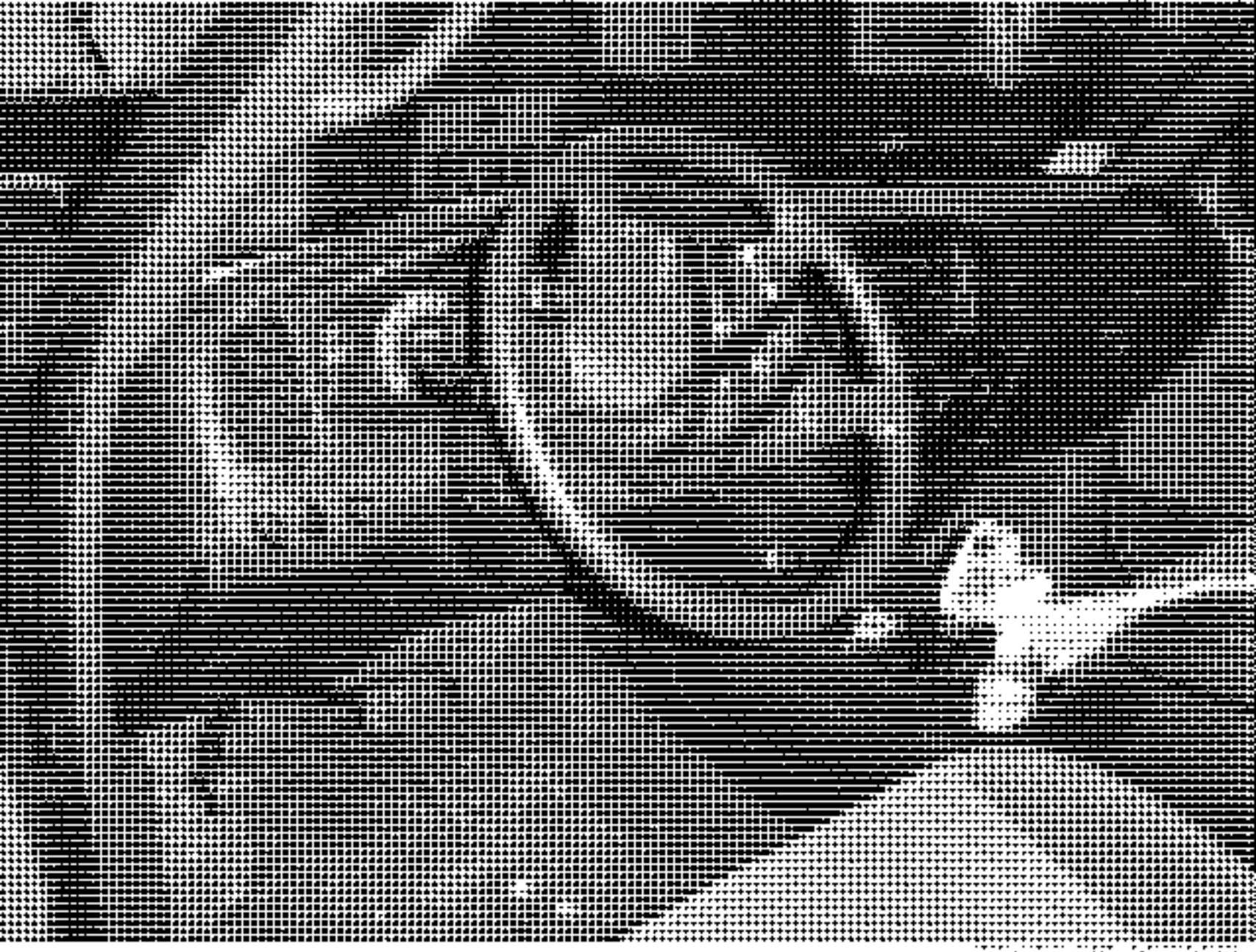
*** CASE CLOSE 12/18/2006 06:21:19 AM CRinger170
RCR has rcvd contact report & photos from FTS GH, They have now been sent to Carole Hargrave via FedEx.

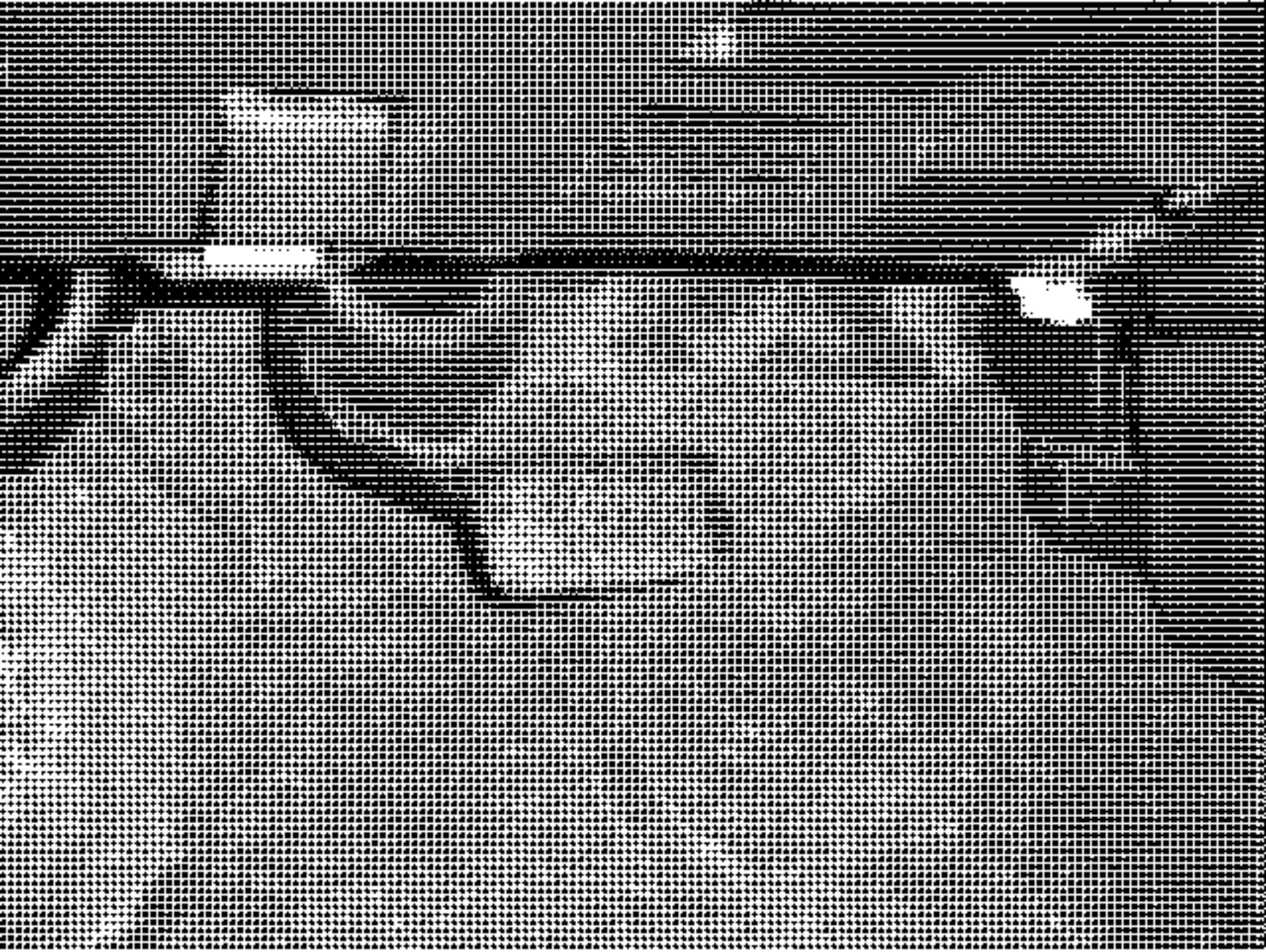
Activity Summary:

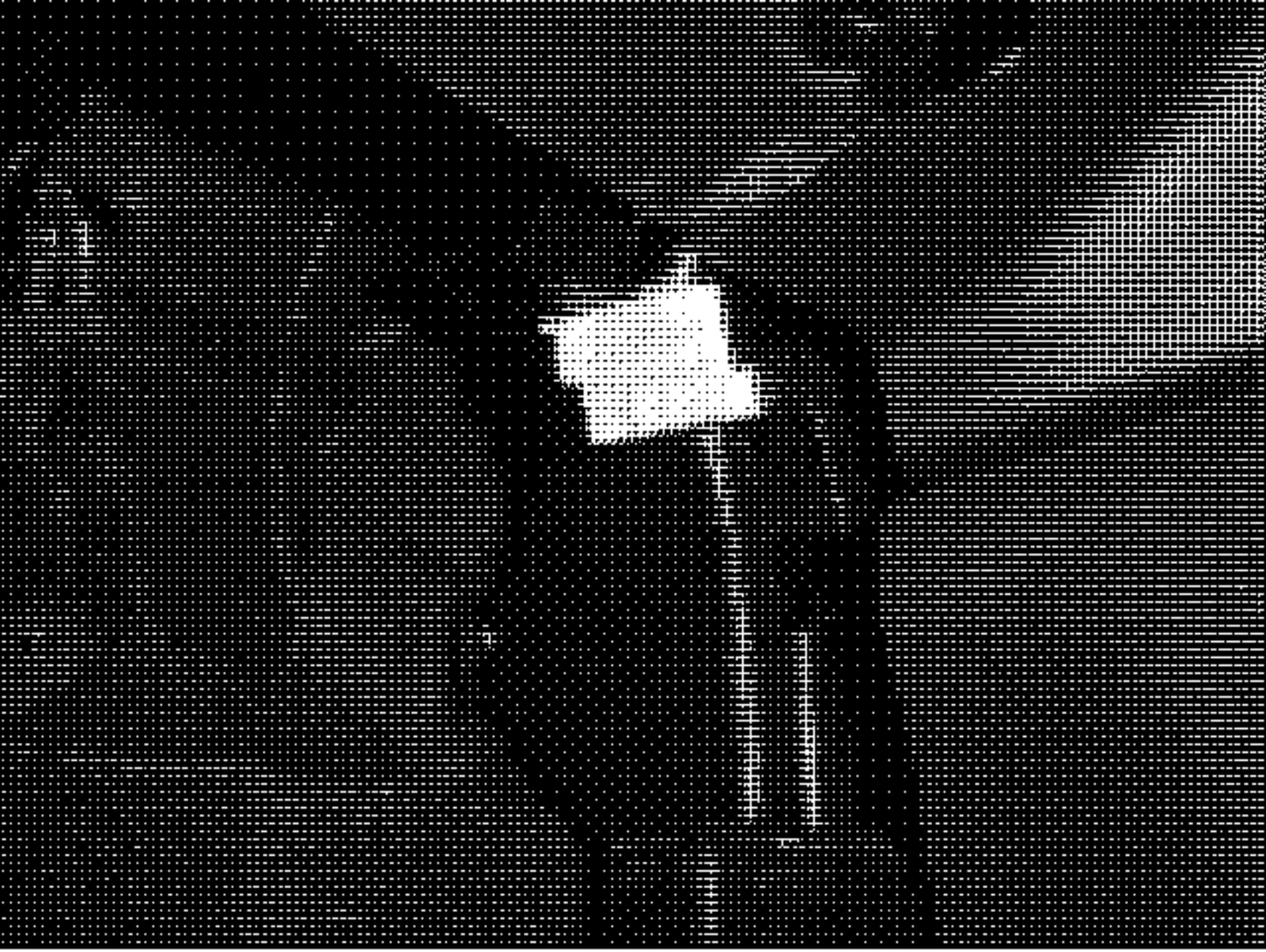
Activity	Date/Time	Originator	Additional Information
Rule Action	12/18/2006 06:21:28 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	12/18/2006 06:21:19 AM	CRinger170	Status = Closed, Resolution Code = Full, State = Open.
Notes	12/15/2006 02:54:57 PM	SMoore	Log notes.
Rule Action	12/15/2006 11:57:29 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/15/2006 11:57:20 AM	TWhite	Log notes.
Rule Action	12/11/2006 08:17:07 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/11/2006 08:16:59 AM	CRinger170	Log notes.
Yanked	12/11/2006 08:16:02 AM	CRinger170	Case grabbed from SMoore to CRinger170's default WipBin.
Chg Status	12/11/2006 08:16:02 AM	CRinger170	Action Region
Chg Status	12/08/2006 06:34:25 AM	SMoore	Case sent to region: Boston
Dispatch	12/08/2006 06:34:24 AM	SMoore	Action Region.
Notes	12/08/2006 06:33:59 AM	SMoore	Log notes.
Modify	12/08/2006 06:29:28 AM	SMoore	into WIP default and Status of Action CAC.
Set Originato	12/08/2006 05:56:29 AM	SMoore	Set Originator: by SMoore
Accept	12/08/2006 05:56:06 AM	SMoore	from Queue Toyota Resolution Queue to WIP default.
Rule Action	12/07/2006 01:10:50 PM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Dispatch	12/07/2006 01:10:46 PM	ABranche	from WIP default to Queue Toyota Resolution Queue.
Notes	12/07/2006 01:10:07 PM	ABranche	Log notes.
Modify	12/07/2006 01:10:03 PM	ABranche	into WIP default and Status of Action CAC.
Phone Log	12/07/2006 01:10:03 PM	ABranche	Start = 12/07/2006 12:50:59 PM, End = 12/07/2006 01:10:03 PM, Contact = [redacted].
Create	12/07/2006 12:50:59 PM	ABranche	Contact = [redacted] Priority = Customer, Status = Action CAC.

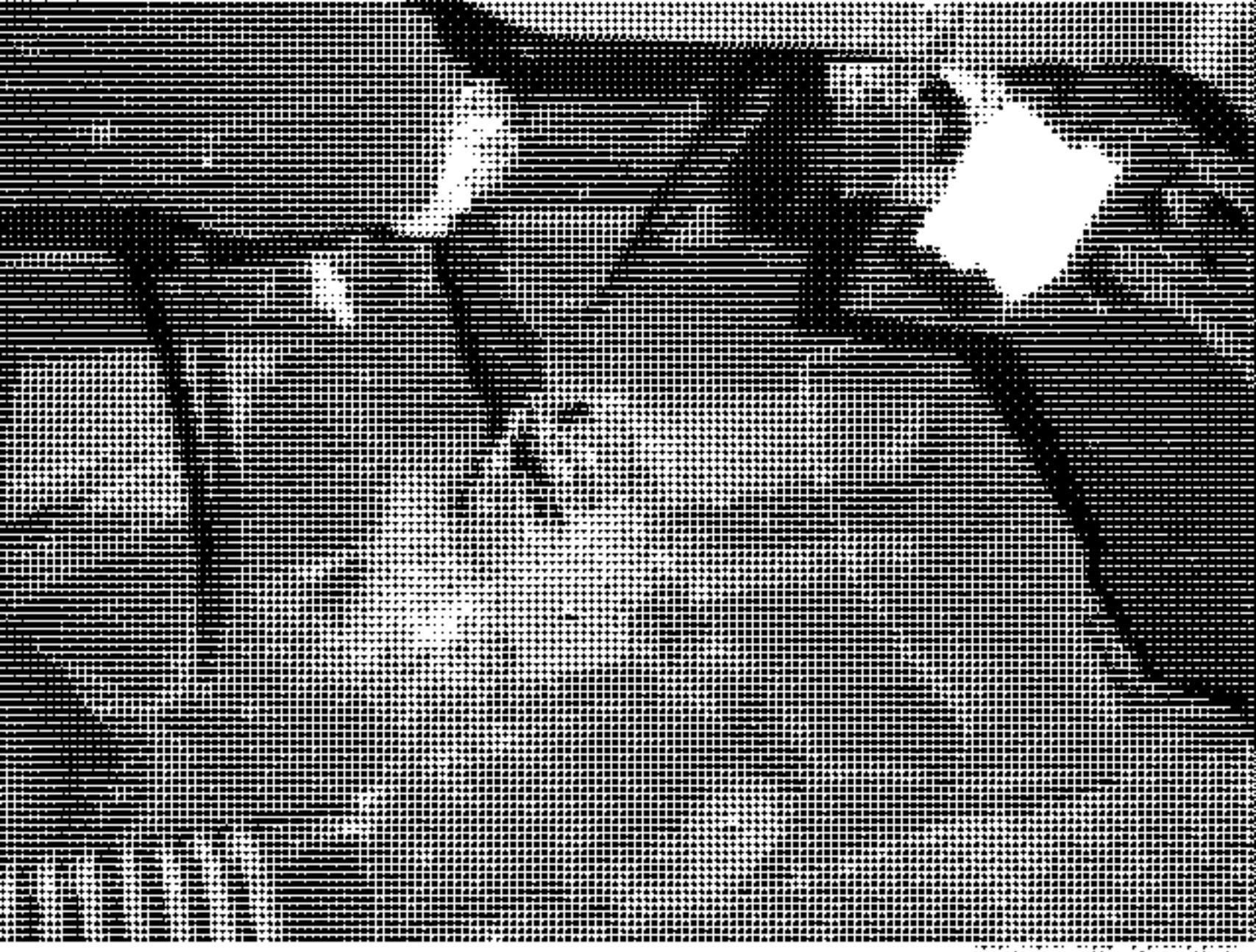


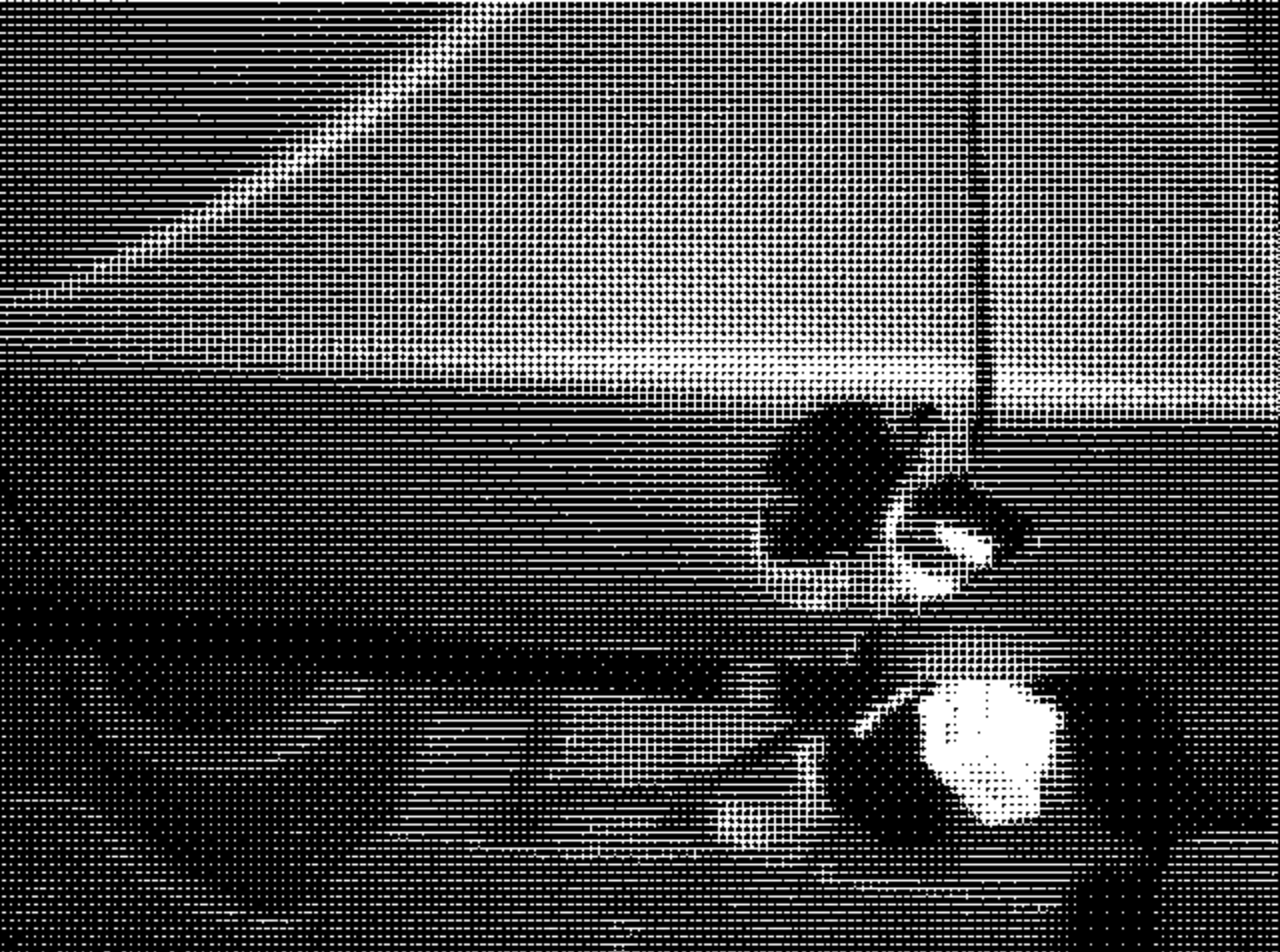
TOY-RQ-05D-00000296

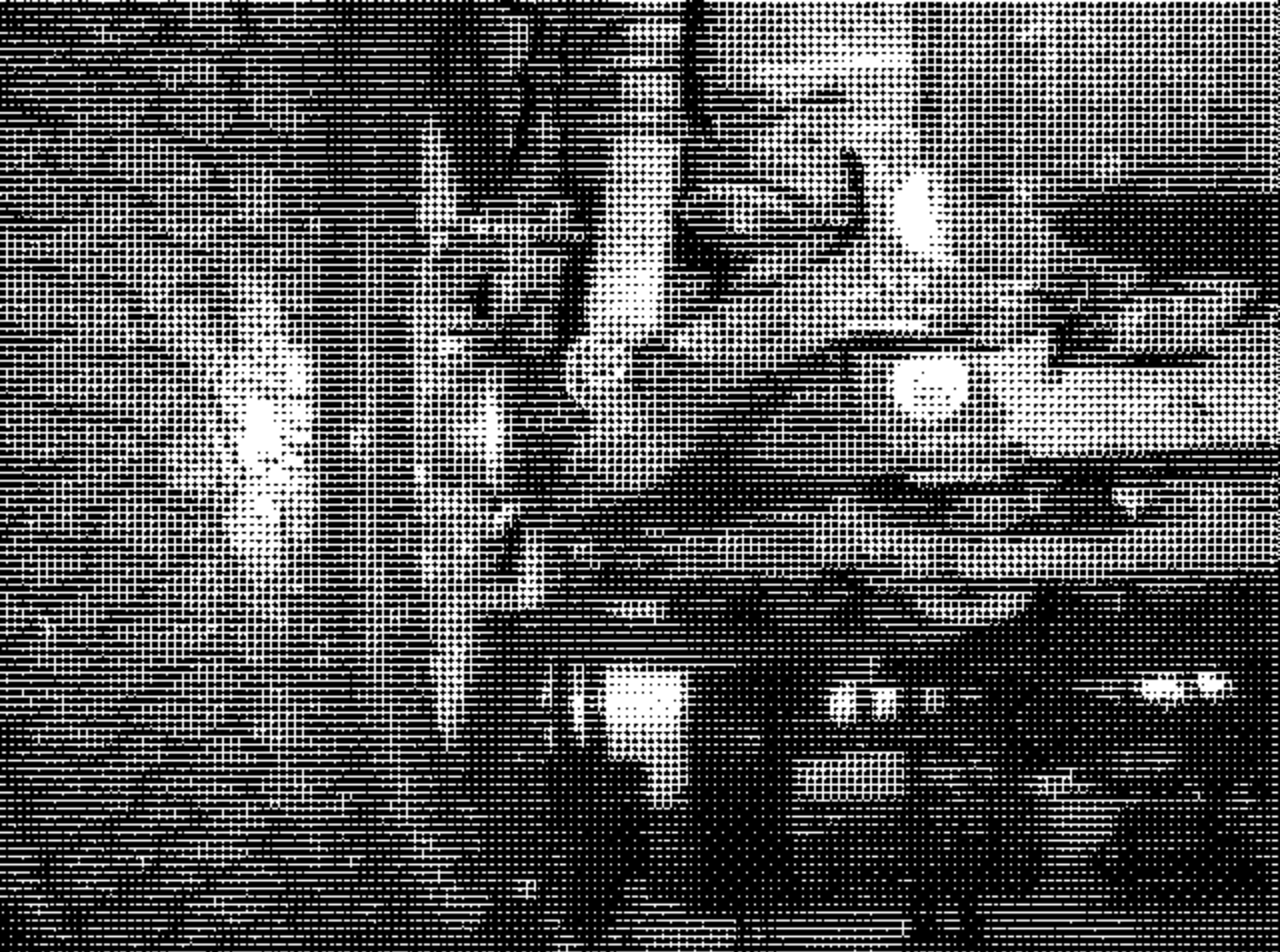


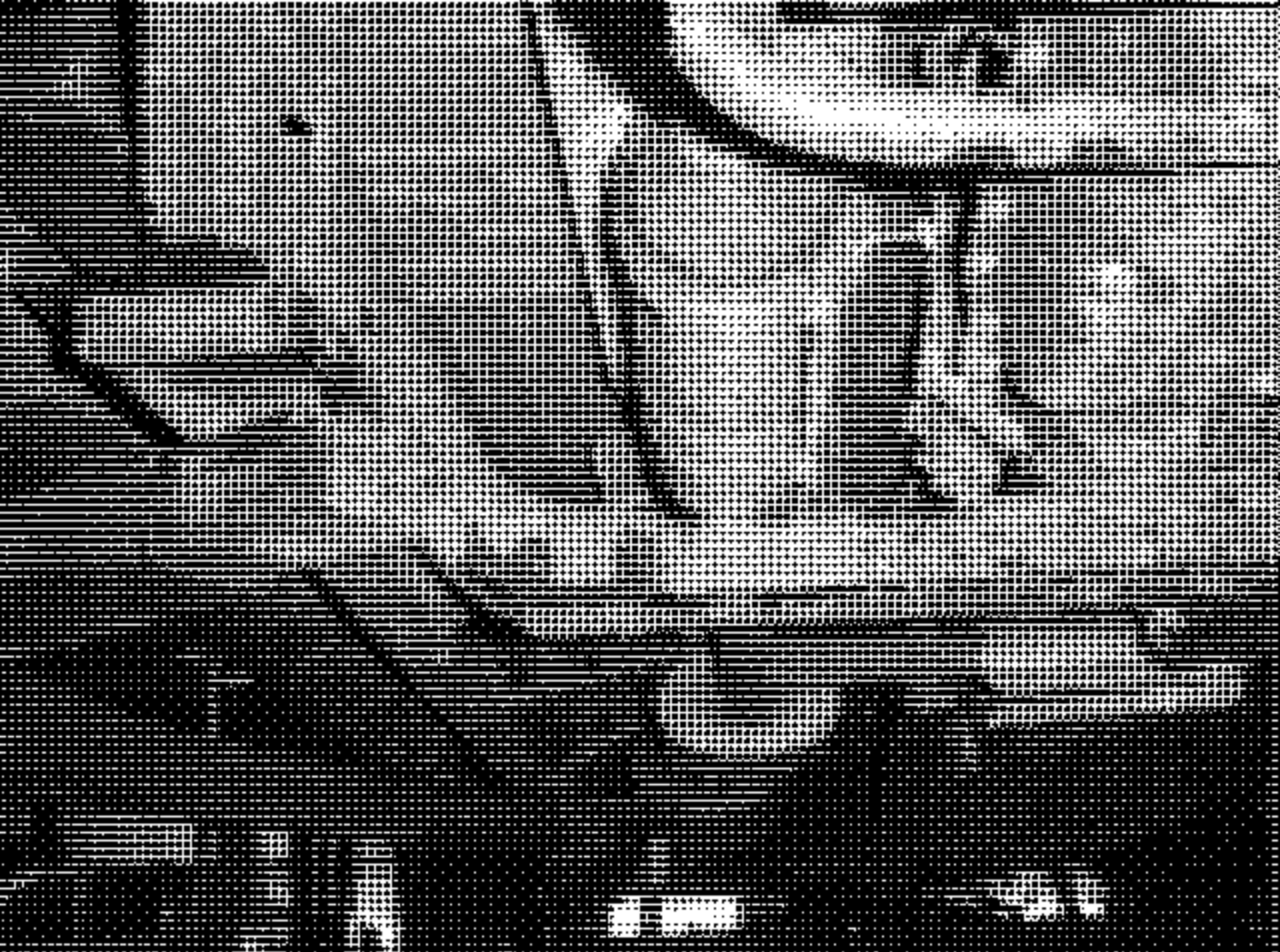


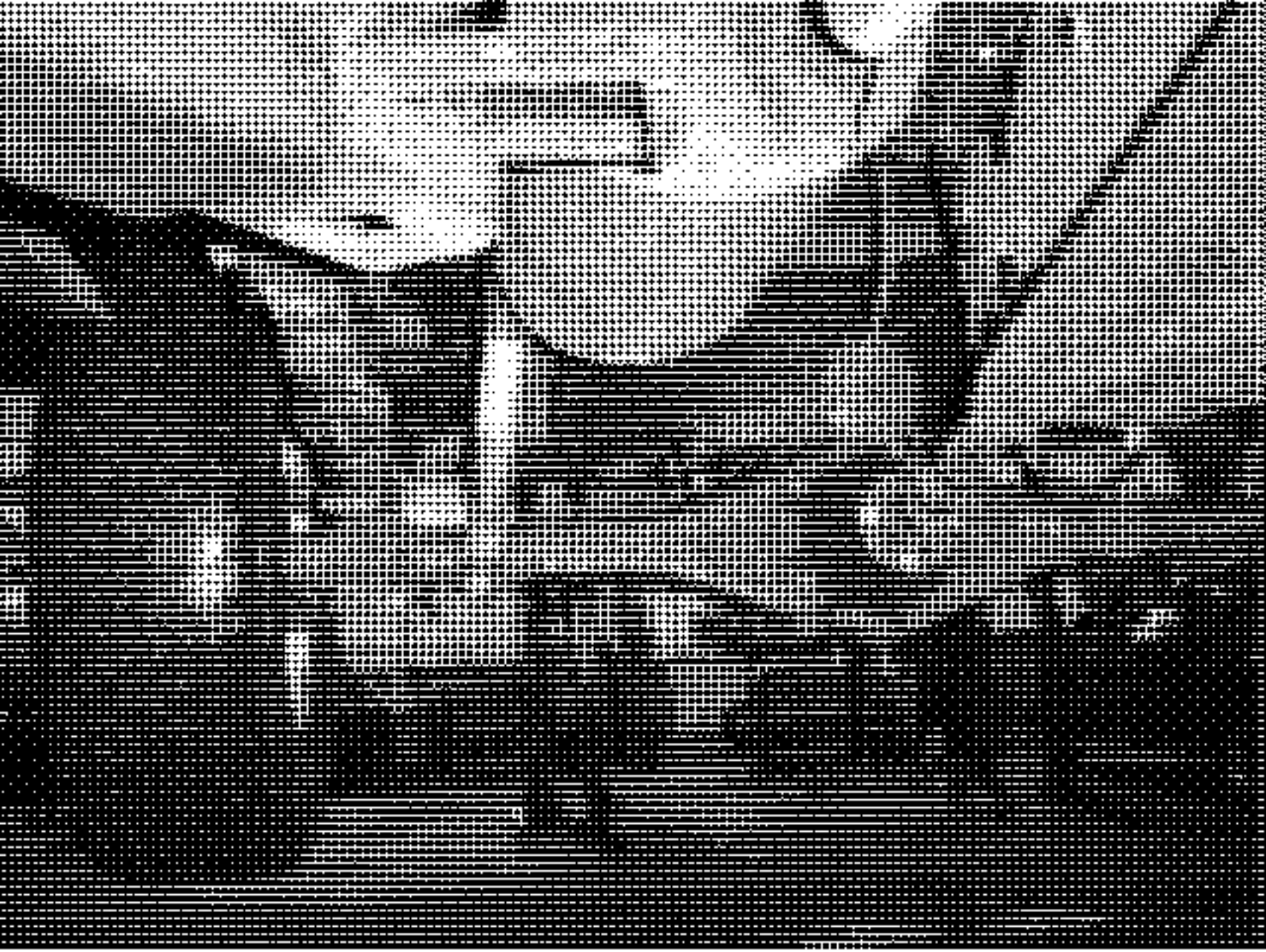


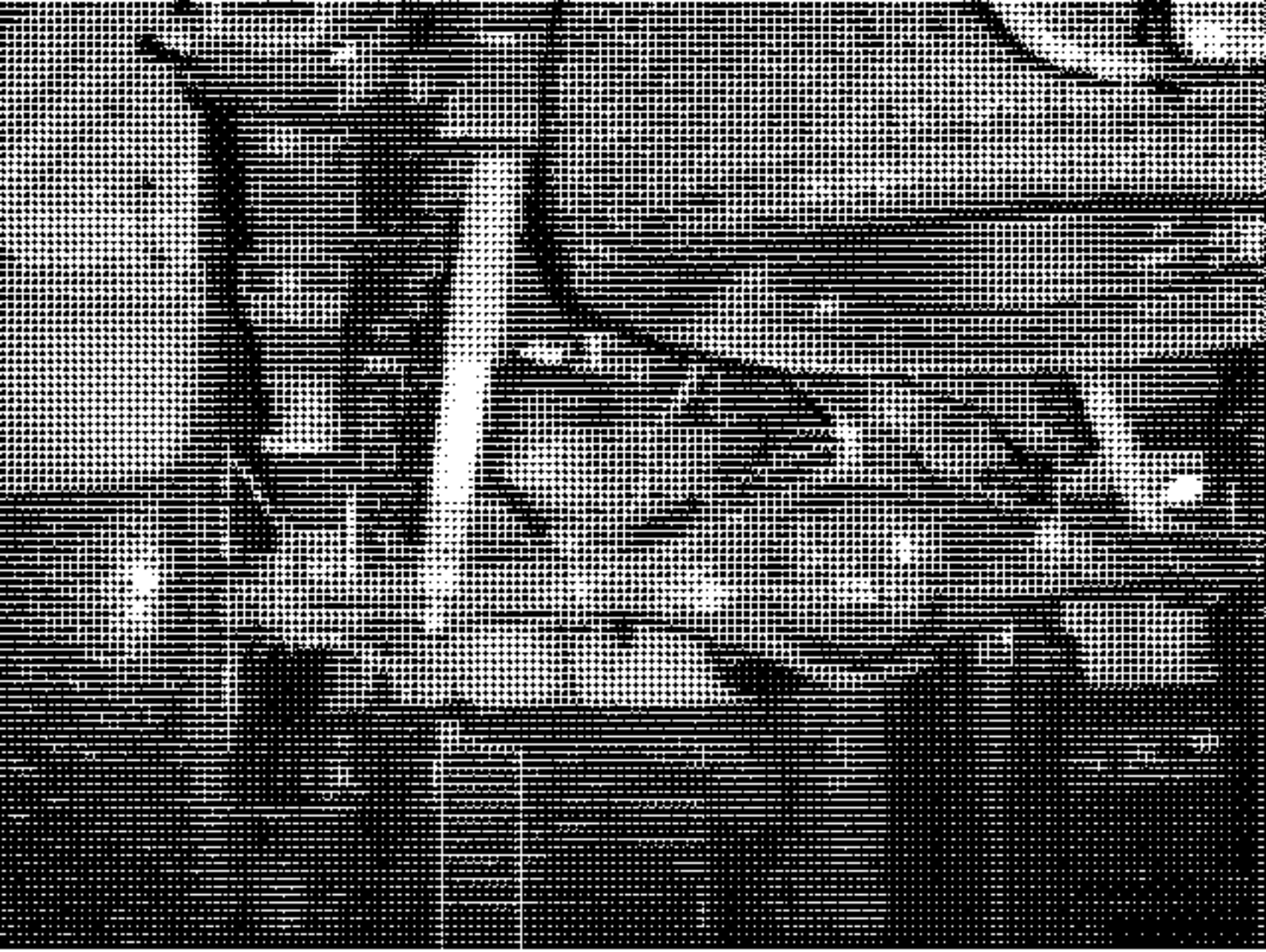


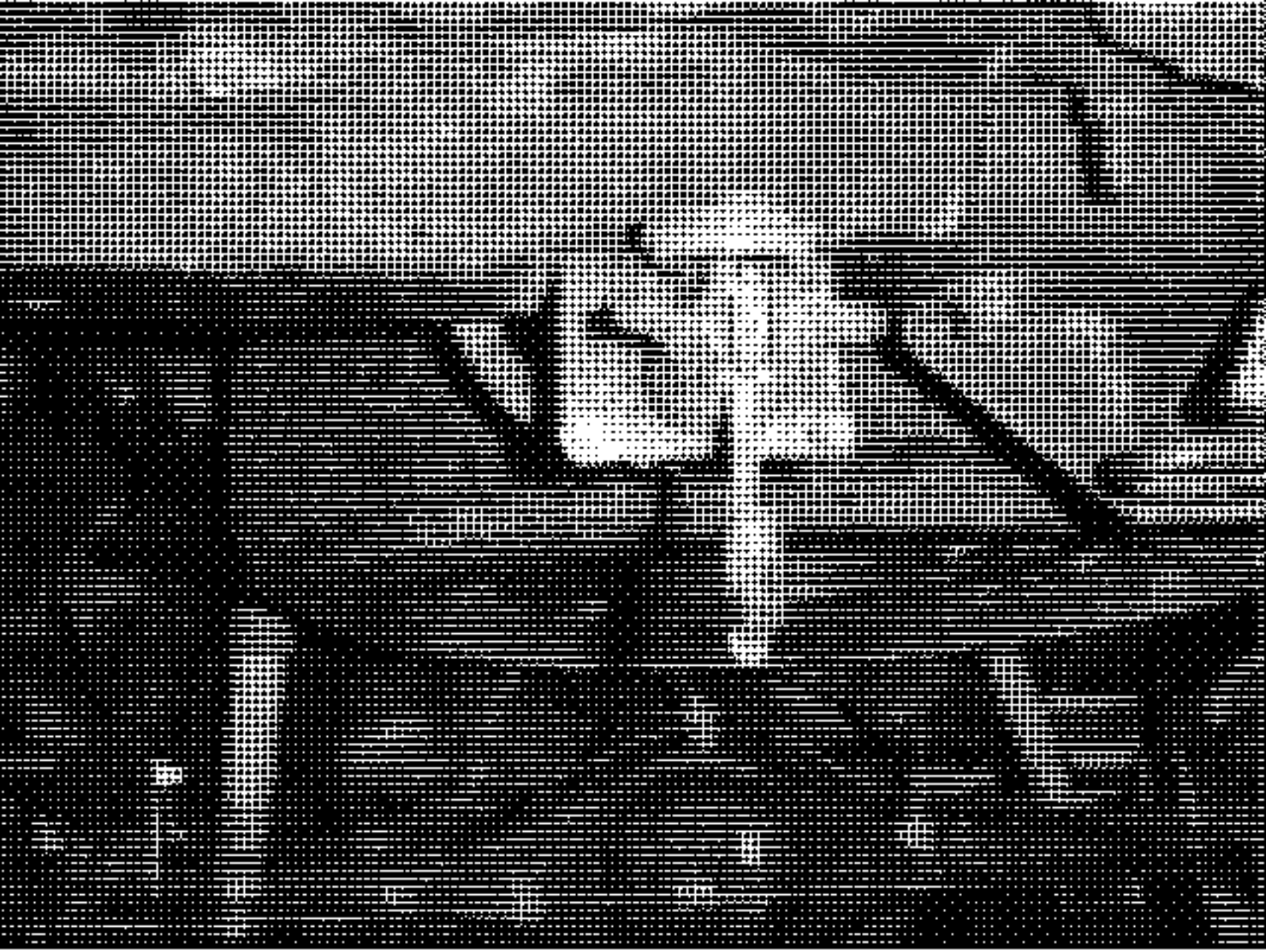


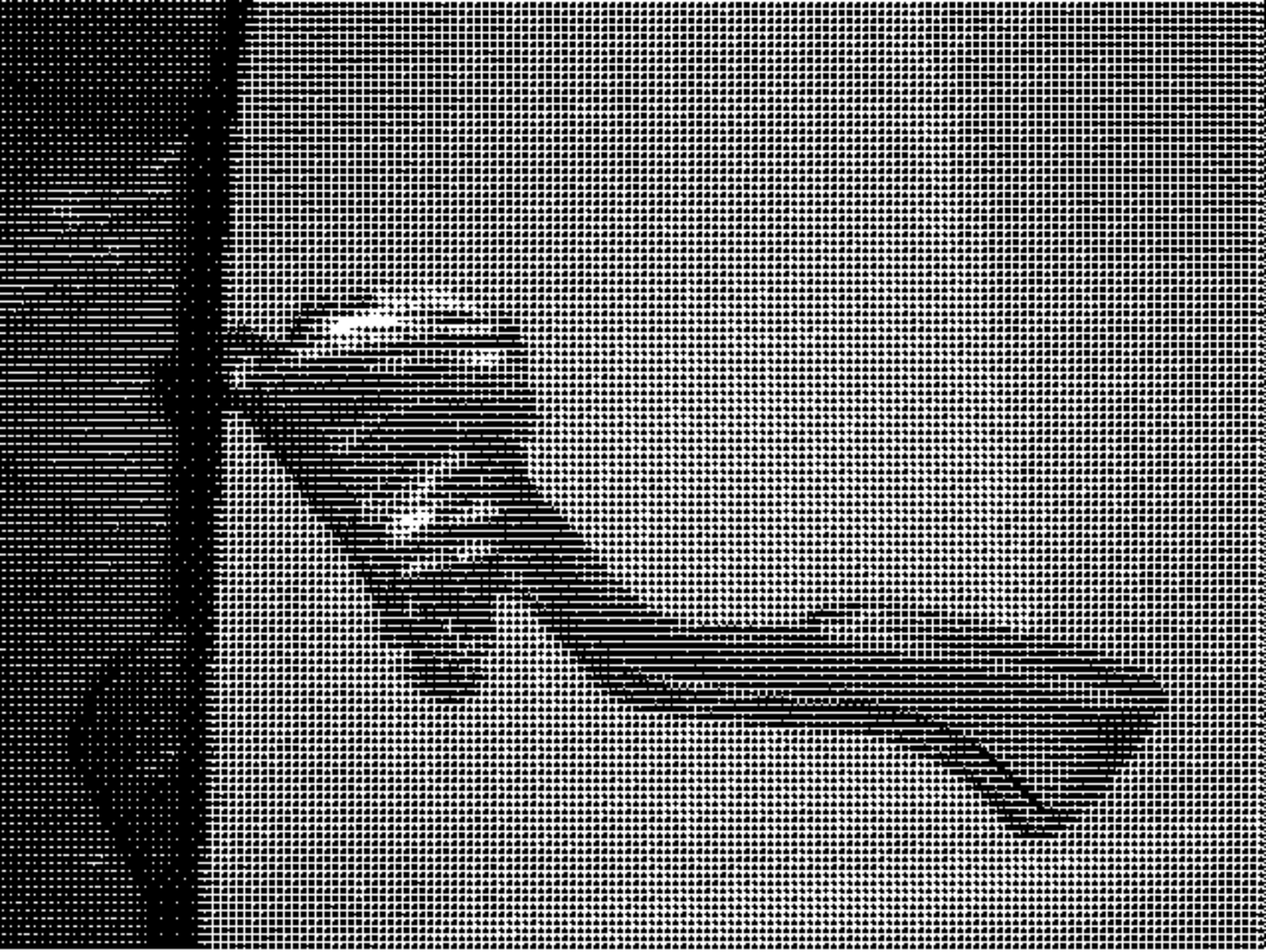


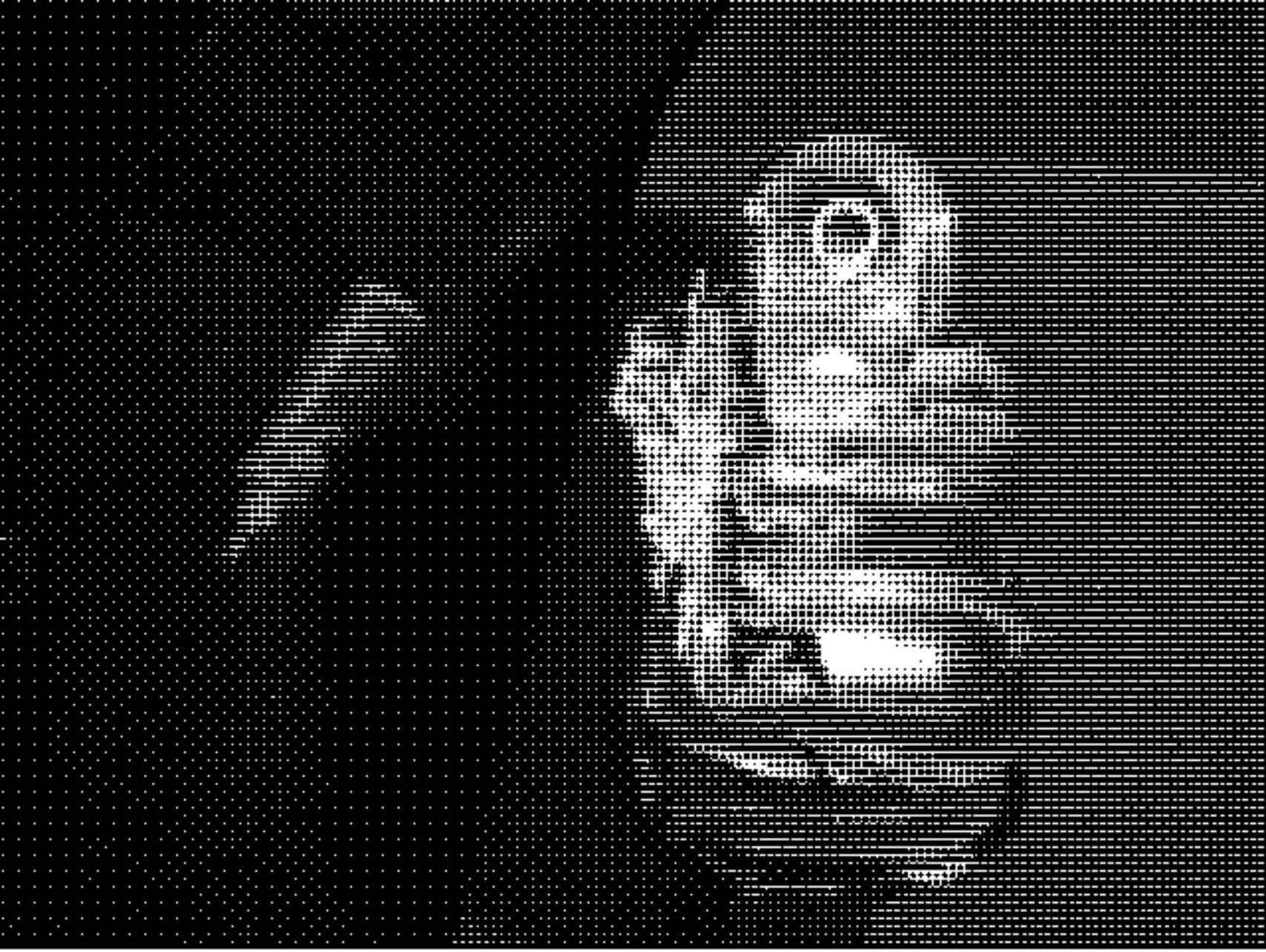


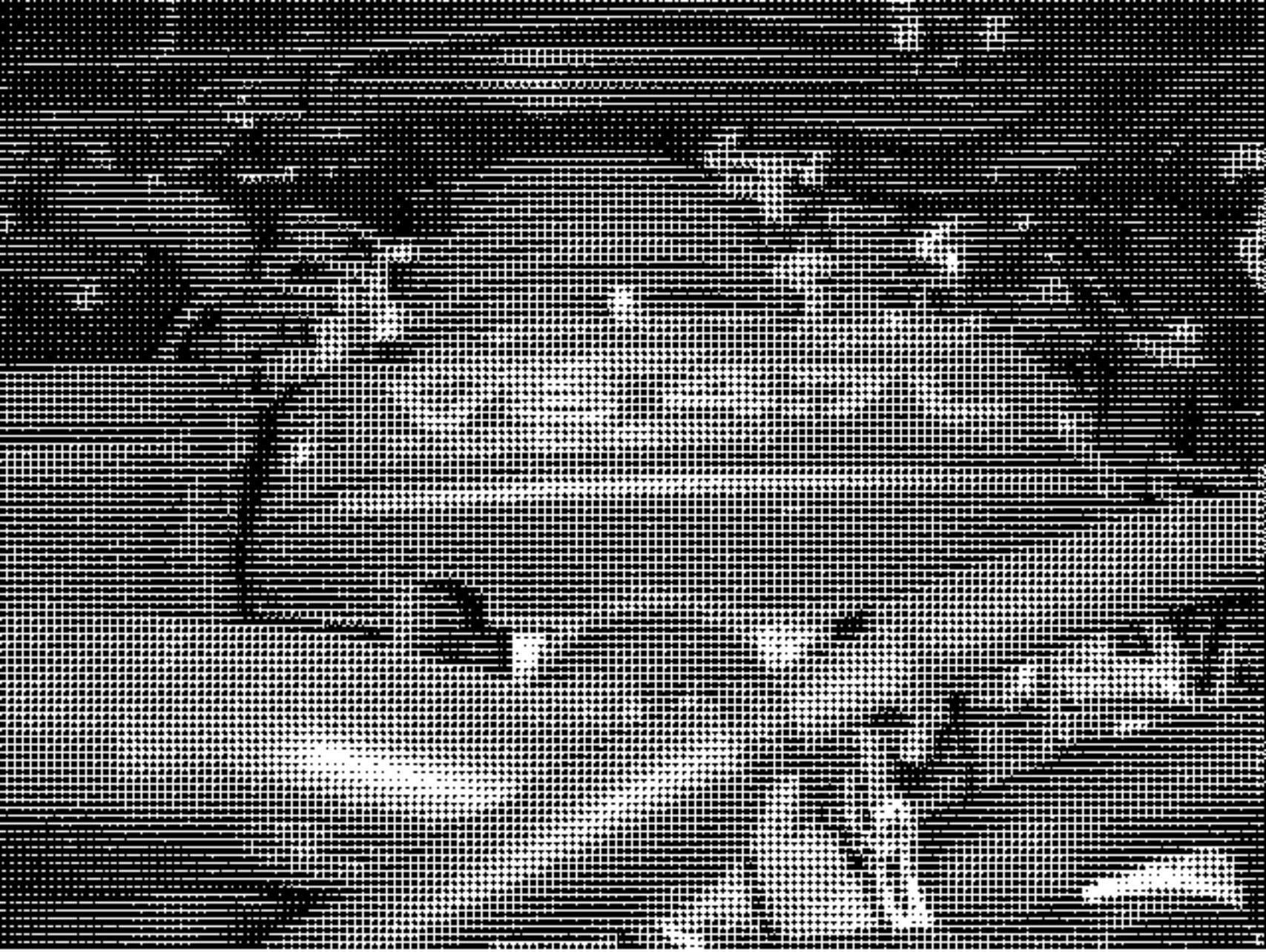


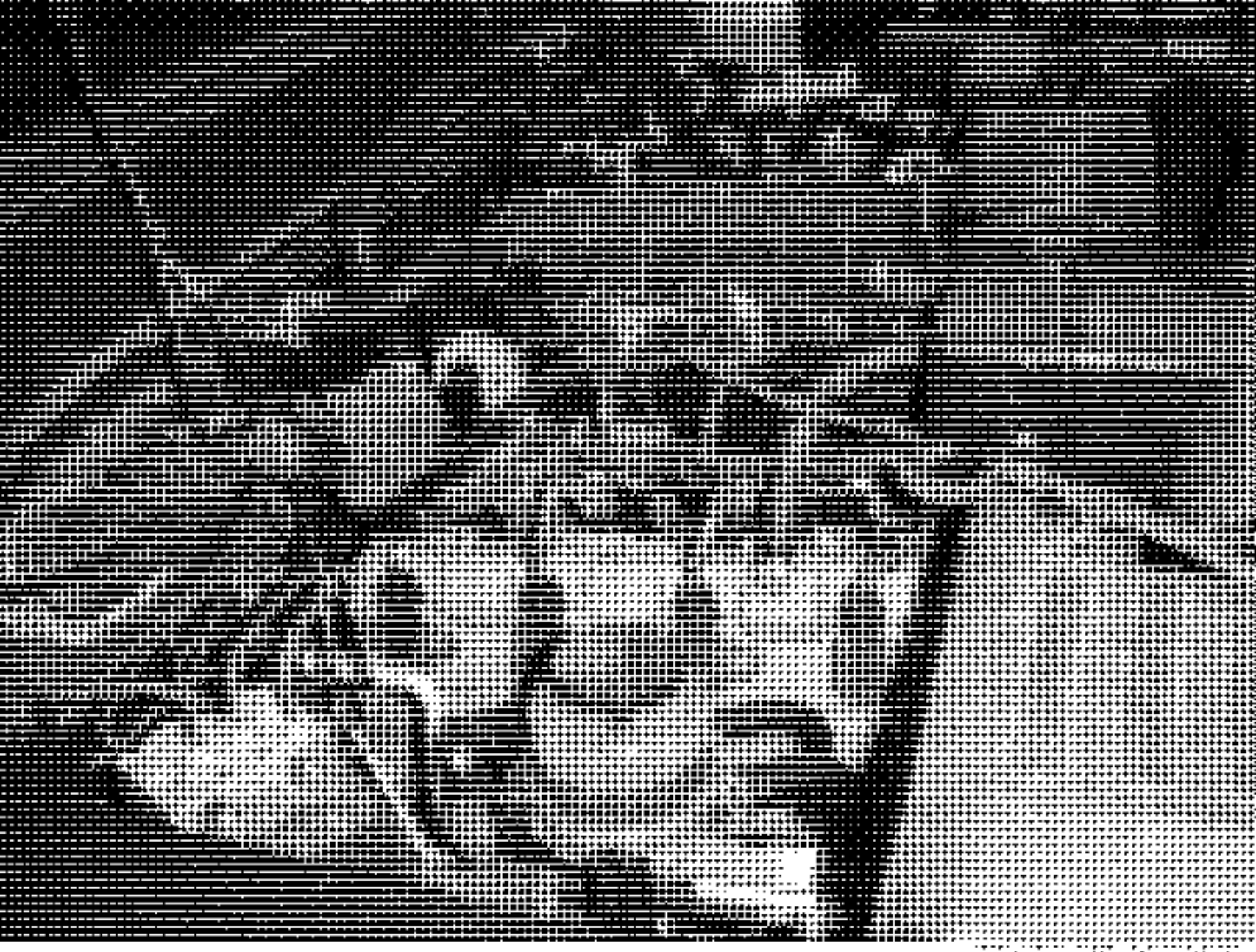


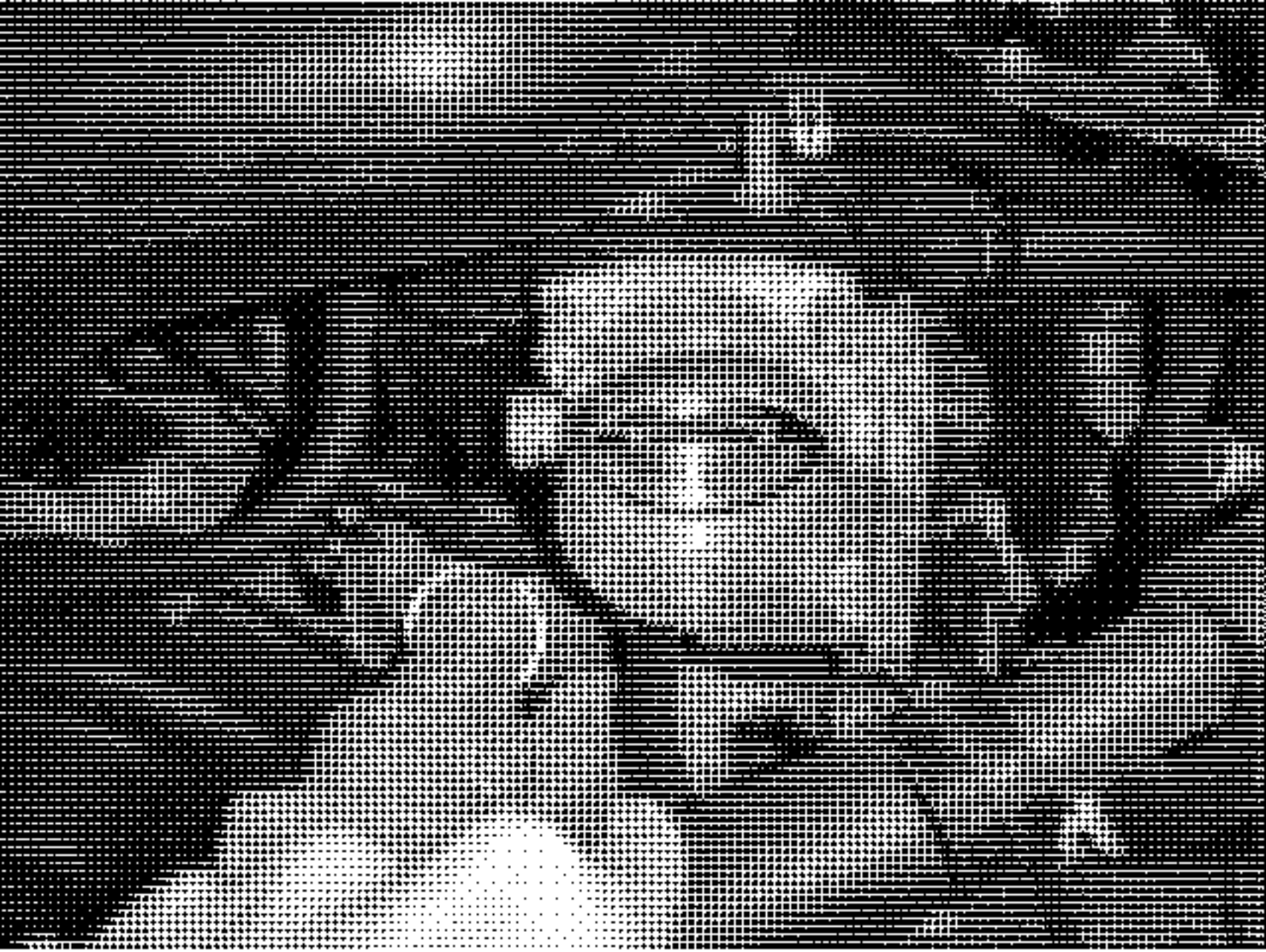












TOYOTA

Writers Direct Telephone (310) 468-5638
Writers Direct Fax (310) 381-5017

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

January 18, 2007

Via UPS Next Day Air

[redacted]
REVERE MA [redacted]

Re: Date of Loss: December 5, 2006
Vehicle: 2005 Toyota Tundra
VIN: 5TBBT441X5S[redacted]

Dear Mr. [redacted]

This letter is in response to your communication with our Customer Experience Center. Toyota Motor Sales, USA, Inc. ("TMS") has completed its technical inspection of your vehicle.

It is our understanding that you feel that there is a problem with the accelerator pedal of your vehicle. You said that while you were driving at approximately 50-60 miles per hour, the accelerator pedal became stuck. You tried to release it by vigorously stepping on it, which caused the pedal to eventually break and the air bags to deploy. You believe that there is a problem wherein the broken accelerator pedal caused the air bags to deploy unintentionally. You said that both you and your passenger were wearing seat belts.

Your vehicle's throttle, throttle linkage and related components were inspected and found operating as designed, within factory specifications. The accelerator pedal assembly was found to be broken off and in a state of temporary repair with black electrical tape.

The inspection revealed no evidence of any defects within your vehicle. The air bag system is unrelated to the accelerator pedal system. When the air bags deployed, the seat belt pretensioners also fired locking the seat belt in place where it was at the time of the incident. The driver's side seat belt was found in its stowed position indicating that it was not in use at the time.

We are very sorry to learn of this unfortunate incident, however, from our inspection, no evidence of any defects were found, and we are unable to offer assistance.

Thank you for allowing us the opportunity to address your concerns.

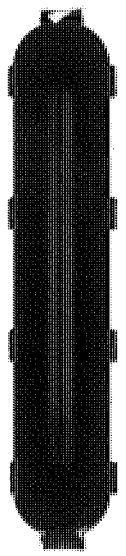
Very truly yours,

Troy H. Higa
Claims Administrator
Legal Department

[redacted]

2008-05-44725
CLAIM

216318



TOY-RQ-05D-00000329

CAMPBELL, DILLE, BARNETT
SMITH & WILEY, P.L.L.C.
317 South Meridian
P.O. Box 488
Puyallup, Washington 98371
Telephone: (253)848-3513
Facsimile Number: (253) 845-4941
E-Mail: sjones@cdb-law.com

FACSIMILE TRANSMISSION

DATE: January 5, 2007 **CLIENT MATTER:** [redacted]

NUMBER OF PAGES: (INCLUDING COVER PAGE):

TO: Lexus of Bellevue - Attention: Derek

FAX NO.: 425-688-9951

TELEPHONE NO.: 425-213-1919

FROM: Shannon Jones

COMMENTS: Per my voice message to you earlier this morning, my client has requested that I deliver the enclosed correspondence to Lexus.

IF YOU HAVE ANY DIFFICULTIES RECEIVING THIS MATERIAL, PLEASE CALL (253) 848-3513.

♦♦

WARNING: Unless otherwise indicated, the information contained in this facsimile message is information protected by the Attorney-Client and/or Attorney-Work Product Privileges. It is intended only for the individual named above, and the privileges are not waived by virtue of this having been sent by facsimile. If the reader of this facsimile, or the employee or agent responsible to deliver it to the name recipient, is not 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 immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. We will promptly reimburse you for the telephone and postage expense.

CAMPBELL, DILLE, BARNETT, SMITH & WILEY, P.L.L.C.
A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL SERVICE CORPORATIONS
317 SOUTH MERIDIAN
P.O. BOX 488
PUYALLUP, WASHINGTON 98371-0164

TALIS ABOLINS
HOLLIS H. BARNETT, P.S.
PATRICIA BARNETT
BRYCE H. DILLE, P.S.
HILLARY A. HOLMES
SHANNON R. JONES
DANIEL W. SMITH
BOYD S. WILEY

ESCROW DEPARTMENT
SUSAN BOAT, LPO

ROBERT D. CAMPBELL (1906-2000)
GILBERT PRICE (Retired)

TELEPHONE (253) 848-3513 | FAX (253) 845-4941 | SENDER'S E-MAIL tjones@cdb-law.com | WEBSITE www.cdb-law.com

January 5, 2007

Via Facsimile and First Class Mail - 1-310-468-2992

Lexus Customer Assistance Center
PO Box 2991 - Mail Drop L202
Torrance, CA 90509-2991

Re: ***My Client:*** [redacted]
Lexus E350, 2007 VIN# JTHBJ46G572 [redacted]

Dear Sir/Madam:

I am an attorney writing on behalf of my client, [redacted] with respect to his Lexus referenced above. He purchased the vehicle 5 months ago for over $45,000.00 from Lexus of Bellevue. Although over the last few months he has driven the vehicle without incident, a week ago yesterday (12/28/06), he was almost involved in a serious accident when the vehicle braking system would not function. He was unable to decelerate and slow the car down on a major freeway, Interstate 90 in Washington State, while traveling eastbound for several miles toward Snoqualmie Pass. He phoned 911 and, thankfully, after many terrifying miles of travel at dangerous speeds without control of the vehicle, was able to stop the car. He had the vehicle towed to Lexus of Bellevue. The have confirmed that the brake drums are completely melted. He has not been provided a loaner vehicle for reasons unknown, but Lexus is evidently sending a technician to look at the car on 1/10/07.

I am writing to you concerning this vehicle as it is apparent there is a serious safety defect concerning this car and my client is understandably not willing to put his life, and that of his family, at risk by driving this vehicle again. It is his desire that Lexus, as manufacturer, repurchase this vehicle in accordance with the calculations set forth in Washington's Lemon Law. It would seem that this would also be in the best interest of Lexus given the risks inherent in returning this vehicle to my client, even if it is suspected that the issue can be repaired.

Please contact me as soon as possible to discuss this matter directly. I appreciate your prompt attention to this issue.

Very truly yours,

CAMPBELL, DILLE, BARNETT SMITH & WILEY, P.L.L.C.

Shannon R. Jones

SRJ/mll
cc: Client via facsimile
Lexus of Bellevue, Attention: Derek
G:\DATA\DS\RM\Pak, Chong S (Larry) 70626\Lemon Law Claim .007\cLexus 1-3-07.wpd

Printed by SJarboe310 05/13/2008 10:41:51 AM

Case Report - 200612280968

Customer/Caller Summary:

Customer Name/Address: [redacted]
Bellevue, WA [redacted]

Caller Phone:
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Engine- Powertrain; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Other-Please Specify
VIN:	JTHBJ46G572[redacted]
Dofu:	04/30/2006
Current Miles:	24000
Incident Miles:	24000
Model Year:	2007
Model Name:	ES 350
Region:	Western
District:	06
Dealer 1:	Lexus Of Bellevue, 64602
Selling Dealer:	Lexus Of Bellevue, 64602

Case History:

Caller Seeks: Cust sks to know what caused the incident and wants to be assured it will never happen again.

CAC Stated: Apol and adv that I will forward cncrns to a f/u who will contact him w/in 2 bus days. Thanked cust.

*** PHONE LOG 12/28/2006 01:15:15 PM ETorres
Cllr sts veh was out of control for ten minutes. Cust sts he thought he was going to die. Cust sts he was lucky not to hit anything and no damage was done to veh. Cust sts the veh was going 120 mph and he could not stop it. Cust sts his foot was completely off the accelerator and the veh kept going faster. Cust sts he was finally able to pull over to shoulder. Cust sts he clld 911 emergency and is getting the recording for call he made. Veh is at dlr and needs brake rpr

*** SUBCASE 200612280968-1 CREATED 12/29/2006 07:55:31 AM JBookman

*** NOTES 12/29/2006 07:55:49 AM JBookman

To: Lexus Of Bellevue SM Brian Winters

Please review cust concerns & advise if any furth assist can be provided. Please respond by 1/3/07, provide case notes & call me if you ave quest.
Thanks! & Have a Great Day! JaNea Bookman, LCS, 310-468-9676, M-F: 8:00a-4:30p PST.

*** PHONE LOG 01/03/2007 02:18:01 PM JBookman Action Type: Incoming call
DSPM advsd the cust is dissatis b/c he has not had any feedback from LCS. Cust has contacted the has a lawyer involved in cust cncrns. DSPM requested to contact the cust. Thanked.

*** PHONE LOG 01/03/2007 02:27:23 PM JBookman Action Type: Outgoing call
Cust sts he was driving on the freeway and he was merging onto the I-90. Cust sts when merging onto the freeway. Cust sts his veh was stuck at 4000 rpm and was locked for 3 to 4 minutes. Cust sts the veh was going 120 mph. Cust sts he tried to apply his brakes the veh will not stop. Cust sts the veh finally unlocked and the veh slowed down. Cust advsd the veh has been towed to the Lexus dlrship. Cust sts he was too scared to drive the veh, therefore the veh was towed that night. Cust sts the lawyer is communicating with the police department to get the recording to leave a msg for kids and wife. Cust sts he does not

want to have his veh anym . Cust advsd the SM Brian Winter advsd that he may have pressed the accelerator instead of the brakes. Cust went to the dlrship on Friday and they advsd they would have a the engineer specialist will have the veh insp on Tues or Weds. Cust sts he clld his lawyer after Lexus did not f/u w/him. Cust sts he wants to have this cncrn addressed and taken care of ASAP. Advsd cust I would like the opportunity to f/u w/him once I have more info. Cust thanked.

*** PHONE LOG 01/03/2007 02:28:14 PM JBookman Action Type: Outgoing call
Clld DSPM and advsd cust does not want his veh anymore. DSPM advsd he will f/u w/me once he has more info. Thanked.

*** PHONE LOG 01/03/2007 04:58:17 PM JBookman Action Type: Incoming call
DSPM l/m advsng me to contact him regarding cust cncrns. Thanked.

*** PHONE LOG 01/03/2007 04:58:34 PM JBookman Action Type: Outgoing call
Lft vmail msg for DSPM, & req a c/b to discuss cust issues.

*** PHONE LOG 01/03/2007 05:06:33 PM JBookman Action Type: Incoming call
DSPM and I spk regarding cust cncrns. DSPM advsd to contact the cust and advsd he and the FTS will be there on Weds the 10th for insp. DSPM advsd to inquire the time to meet with the cust? Inquire in the morning or in the afternoon. DSPM advsd the cust may have his attorney and a mechanic during the insp. Thanked.

*** PHONE LOG 01/03/2007 05:15:29 PM JBookman Action Type: Outgoing call
Clld cust to communicate with him regarding his cncrns. Advsd cust that Lexus will like the opportunity to insp his veh on Wed the 10th. Cust sts he would like to meet with the DSPM and the FTS in the morning at 10 am. Advsd cust he is welcomed to have his attorney and a mechanic during the insp. Advsd cust I will contact him on Tuesday as a f/u call. Cust thanked.

*** PHONE LOG 01/03/2007 05:16:21 PM JBookman Action Type: Outgoing call
Clld DSPM and advsd the cust would like to meet with the DSPM and the FTS in the morning at 10 am. DSPM thanked.

*** PHONE LOG 01/10/2007 08:04:42 AM JBookman Action Type: Outgoing call
Clld cust and spk w/him directly. Advsd I wanted to f/u w/him regarding his appt at 10 am. Cust thanked.

*** PHONE LOG 01/12/2007 02:39:24 PM JBookman Action Type: Outgoing call
Spk w/DSPM regarding cust cncrns. DSPM advsd the FTS and **Privilege**

Privilege

*** CASE CLOSE 01/12/2007 02:39:32 PM JBookman
Cust does not require further assistnc. Case closed.

*** SUBCASE 200612280968-1 CLOSED 01/12/2007 02:39:35 PM JBookman
Cust does not require further assistnc. Case closed.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Subcase Close	01/12/2007 02:39:35 PM	JBookman	Number = 200612280968-1, Status = Action CAC, Resolution Code = Full..
Case Close	01/12/2007 02:39:32 PM	JBookman	Status = Closed, Resolution Code = Full, State = Open.
Phone Log	01/12/2007 02:39:24 PM	JBookman	Start = 01/12/2007 02:36:05 PM, End = 01/12/2007

Case Report - 200701190170

Customer/Caller Summary:

Customer Name/Address: [redacted]
Bellevue, WA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Engine- Powertrain; Other-Please Specify
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Other-Please Specify
VIN:	JTHBJ46G572[redacted]
Dofu:	04/30/2006
Current Miles:	24483
Incident Miles:	24483
Model Year:	2007
Model Name:	ES 350
Region:	Western
District:	0
Dealer 1:	Tms - Lexus (vehicles), 60499
Selling Dealer:	Lexus Of Bellevue, 64602

Case History:

Caller Seeks: Repurch of her client's veh.
CAC Stated: I wil respond to cust attorney correspondence.

*** PHONE LOG 01/19/2007 07:28:48 AM VWendlestadt1
Refer to prev case 200612280968
Customer attorney, Shannon R. Jones of Campbell, Dille, Barnett, Smith & Wiley, P.L.L.C. (253-858-3513) is requesting that her client's veh be repurchased.

*** PHONE LOG 01/19/2007 07:39:12 AM VWendlestadt1 Action Type: Outgoing call
January 19, 2007

VIA FACSIMILE AND U.S. MAIL

Ms. Shannon R. Jones
Campbell, Dille, Barnett, Smith & Wiley, P.L.L.C.
317 South Meridian
Post Office Box 488
Puyallup, WA 98371-0164

Re:[redacted]
VIN: JTHBJ46G572[redacted]
Vehicle?s Model and Year: 2007 ES 350

Dear Ms. Jones:

Toyota Motor Sales, U.S.A., Inc. (?TMS?) is in receipt of your correspondence, dated January 5, 2007, wherein you seek relief under the Washington Lemon Law. This letter has been received at Lexus Headquarters, and will be forwarded to our Western Area Office to ensure efficient handling and a prompt response.

In order for a proper review of your claim, we will need the following information, which you may have in your possession:

Legible copies of any and all documents relating to the purchase or lease of the subject vehicle

Legible copies of any and all documents relating to any prior debts which were rolled into the purchase

price or lease terms of th... vehicle

Legible copies of any and all documents relating to the purchase and installation of any after-market equipment added to the vehicle on or after the date of purchase

Legible copies of any and all maintenance records for the subject vehicle, including non-Toyota/Lexus repair facilities

Legible copies of any and all documents relating to any accidents involving the vehicle

6.□Legible copy of the current vehicle registration and any other documents related to the registration and/or title of the vehicle.

[redacted] Page 2 of 2
1/19/07

Please send this information to the following address:
□□□
Lexus Western Area Office
209 Technology Drive
Irvine, CA 92618
Attn: Michelle Cervantes
(949) 727-1977- Main
(949) 727-2582 - Fax

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

Also, we would like to make you aware of the National Center for Dispute Settlement (NCDS). This out-of-court program is part of Lexus? effort to provide, at no cost to you, an impartial and non-affiliated organization to promptly and equitably address your concerns. If you would like to contact NCDS, the toll-free number is 1-866-272-4872

We appreciate the opportunity to lend our assistance. Please be assured that we will be contacting you shortly with hopes of amicably resolving this matter.

Respectfully,

Vaughn Wendelstadt
Executive Coordinator

cc:□Michelle Cervantes - Lexus Western Area Office

*** SUBCASE 200701190170-1 CREATED 01/19/2007 08:04:50 AM VWendlestadt1

*** PHONE LOG 01/19/2007 08:33:21 AM VWendlestadt1 Action Type: Incoming call
Return Receipt
Your document:□Re Case 200701190170 - [redacted]
was received by:□Kevin Pratt/TMS/Toyota□
at:□01/19/2007 08:25:11 AM□

*** NOTES 02/06/2007 09:53:20 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 02/21/2007 08:55:08 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 03/09/2007 08:53:23 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 03/26/2007 10:14:09 AM VWendlestadt1

Sent email to request case status update from Area.

*** NOTES 04/06/2007 08:37:48 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 04/25/2007 07:30:50 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 05/11/2007 07:45:34 AM VWendlestadt1
Sent email to request case status update from Area.

*** NOTES 05/25/2007 07:30:47 AM VWendlestadt1
Sent email to request case status update from Area.

*** PHONE LOG 06/06/2007 08:58:12 AM MHelffrich310 Action Type: Outgoing call
The following letter was sent to the customer's attorney:
March 21, 2007

VIA FACSIMILE AND OVERNIGHT MAIL
Ms. Shannon R. Jones
Campbell, Dille, Barnett, Smith & Wiley P.L.L.C.
317 South Meridian
Post Office Box 488
Puyallup, WA 98371

Re: Claim of [redacted]
VIN: JTHBJ46G572[redacted]
Vehicle model and year: 2007 ES 350

Dear Ms. Jones:

Thank you for providing us with the opportunity to evaluate your client?s repurchase request. Specifically, your letter alleged your client was almost in a serious accident when the vehicle braking system would not function in his 2007 ES 350. [redacted] described his concern to the staff at Lexus of Bellevue as the engine RPM remained at 4000rpm for 3 to 4 minutes. The vehicle was going 120mph. [redacted] tried to apply the brakes and the vehicle would not stop. The vehicle finally ?unlocked? and he was able to slow down.

In order to investigate your client?s concerns, we did the following:

Reviewed the Lexus warranty history for the subject vehicle;
Reviewed the repair orders from all Lexus authorized repair facilities;
Reviewed the documentation you sent us.
Inspected the vehicle.

Your client?s vehicle was inspected on January 10, 2007 by our Field Technical Specialist (FTS) Bruce Biven at Lexus of Bellevue. Inspection determined there were no applicable engine control module, transmission or brake codes found. The freeze frame data shows brakes were working properly. Mr. Biven conducted a

Mr. Biven found the driver?s all-weather rubber floor mat was not properly secured with the retaining hooks which are designed to keep the floor mat safely in place. Based on the floor mat imprint in the carpet Mr. Biven determined that the floor mat had not been positioned well forward of the retaining hooks and the correct position.

After accomplishing the above, we do not believe there is a defect in materials or workmanship and can not offer your client any assistance as we believe the floor mat interfered with the function of the pedals. This is not a warrantable fault. The dealership recommended your client replace the brake rotors, pads, calipers, hardware kit.

Sincerely,

Michelle Cervantes
Lexus Western Area

*** CASE CLOSE 06/06/2007 08:58:46 AM MHelffrich310
LWA declined to repurchase the customer's vehicle.

*** SUBCASE 200701190170-1 CLOSED 06/06/2007 09:21:12 AM VWendlestadt1

Case Report - 200804180970

Customer/Caller Summary:

Customer Name/Address: [redacted]

Bellevue, WA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Engine- Powertrain; Other-Please Specify
Case Type:	Priority
Contact Method:	Fax
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Engine- Powertrain
Condition:	Other-Please Specify
VIN:	JTHBJ46G572[redacted]
Dofu:	04/30/2006
Current Miles:	24000
Incident Miles:	24000
Model Year:	2007
Model Name:	ES 350
Region:	Western
District:	06
Dealer 1:	Lexus Of Bellevue, 64602
Selling Dealer:	Lexus Of Bellevue, 64602

Case History:

Caller Seeks: reimb for brake repairs believed to be related to unintended acceleration in 12/06.
CAC Stated: Will review request for reimb.

*** SUBCASE 200804180970-1 CREATED 04/18/2008 02:42:53 PM BPitts

*** PHONE LOG 04/18/2008 02:42:55 PM BPitts
Prev case #200701190170
Fax received from cust's attorney Christopher Alston (253-848-3513) requesting cust be reimb for brake repairs believed to be related to unintended acceleration in 12/06.

OUTGOING CALL: Spoke w/ attorney who adv will fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 04/21/2008 02:13:33 PM BPitts Action Type: Outgoing call
Spoke w/ attorney who adv will still fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 04/23/2008 01:27:35 PM BPitts Action Type: Outgoing call
Left message for attorney to fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 04/24/2008 02:16:08 PM BPitts Action Type: Incoming call
Attorney called to apol for delay and adv w/ fax ppwk 4/25.

*** PHONE LOG 04/28/2008 02:32:11 PM BPitts Action Type: Outgoing call
Left message for attorney to fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 04/30/2008 10:49:31 AM BPitts Action Type: Outgoing call
Left message for attorney to fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 05/01/2008 04:27:55 PM BPitts Action Type: Outgoing call
Spoke w/ attorney who adv will still fax ROs of charges cust incurred for which they seek reimb likely on 5/2.

*** PHONE LOG 05/02/2008 04:10:35 PM BPitts Action Type: Outgoing call
Left message for attorney to fax ROs of charges cust incurred for which they seek reimb.

*** PHONE LOG 05/05/2008 08:37:40 AM BPitts Action Type: Outgoing call
May 5, 2008

Mr. Christopher Alston
Cambell, Dille, Barnett, Smith & Wiley, P.L.L.C.
PO Box 488
Puyallup, WA 98371

Re:□□Claim of: [redacted]
□□VIN: JTHBJ46G572[redacted]
□□Vehicle's Year and Model: 2007 ES 350

Dear Mr. Alston,□
Thank you for contacting the Lexus Customer Satisfaction Department. We are in receipt of your correspondence, dated April 16, 2008 . We appreciate that you have taken the time to share your comments, which have been documented at Lexus Headquarters.

I apologize that my attempts to reach you for additional documents for which you are seeking reimbursement for has been unsuccessful. In circumstances that require our attention, we will assist in the resolution process. It is our number one priority to provide our owners with unsurpassed customer service.

If you require further assistance, please contact the Lexus Customer Satisfaction Department at 1-800-255-3987, Monday through Friday, 5:00 a.m. to 6:00 p.m., or Saturday, 7:00 a.m. to 4:00 p.m., Pacific Standard Time.

Sincerely,

Brian Pitts
Executive Coordinator

bp/200804180970fl

*** PHONE LOG 05/08/2008 11:24:45 AM BPitts Action Type: Outgoing call
Left message for attorney to fax ROs of charges cust incurred for which they seek reimb.

*** CASE CLOSE 05/13/2008 08:55:37 AM BPitts
No contact after 5 business days. Case closed.

*** SUBCASE 200804180970-1 CLOSED 05/13/2008 08:55:40 AM BPitts

---

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Subcase Close	05/13/2008 08:55:40 AM	BPitts	Number = 200804180970-1, Status = Action CAC, Resolution Code = Full..
Case Close	05/13/2008 08:55:37 AM	BPitts	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	05/12/2008 04:10:42 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	05/11/2008 04:28:03 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	05/10/2008 10:49:37 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	05/08/2008 02:32:13 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Phone Log	05/08/2008 11:24:45 AM	BPitts	Start = 05/08/2008 11:24:36 AM, End = 05/08/2008

TOYOTA

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

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

May 14, 200

VIA US MAIL

Mr. Christopher M. Alston
CAMPBELL, Dille, Barnett,
Smith & Wiley, P.L.L.C.
P.O. BOX 488
Puyallup, WA 98371

RE: [redacted]
Date of Loss: 12/28/06
Vehicle: 2007 Lexus ES 350
VIN #: JTHBJ46G572[redacted]

Dear Mr. Alston:

This letter will serve to acknowledge our receipt of your letter dated May 6, 2008 in regards to the above referenced incident.

We have carefully reviewed all of the documentation in regards to this incident. According to your letter dated April 16, 2008, almost a year and a half after the incident [redacted] did not sustain any injury. He did not report any type of injury at any time during his communication with our Customer Relations Department when he first reported this incident to us prior to your firms involvement.

We are willing to reimburse Mr. [redacted] for the cost of repairs to his vehicle in the amount of $4,355.54 plus $2,000 for any inconvenience for a total of $6,355.54 however this will be our full offer to [redacted]

I have enclosed our release in that amount. Should he chose to accept it please have the enclosed release properly executed and return to my attention. If you wish to have your firms name on the check you will need to complete the attached W-9 form and return with the signed release. As soon as the executed release is received I will issue our check in the amount of $6,355.54 payable as designated by you. Thank you for your anticipated cooperation in this matter.

Very truly yours,

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

enclosure

RELEASE OF ALL CLAIMS

This Release of all Claims is made and entered into by [redacted] referred to as "Claimant"; and Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, all hereinafter collectively referred to as 'Defendants." In consideration of the payment of the sum of Six Thousand Three Hundred Fifty Five dollars .54 ($6,355.54) by Defendants to [redacted] Claimant does hereby release and forever discharge Defendants, their employees, predecessors in interest, successors, subsidiaries, affiliates and assigns and all other persons, from any and all past, present and future claims, or potential claims, demands, obligations or liabilities for any and all known and unknown personal injuries, deaths, property damage or other damages in any way arising out of or related to an incident that occurred on or about December 28, 2006 involving a 2007 Lexus ES 350Vehicle Identification Number JTHBJ46G572[redacted]

As additional consideration for the payments described above, Claimant hereby agrees to indemnify and hold harmless Defendants, their agents, employees, successors, predecessors in interest, subsidiaries, affiliates, dealers, and assigns, against any and all loss or expense from any and all claims, demands and actions that may now or hereafter at any time be brought by the Claimant or anyone subrogated to the right of Claimant which arise from the injuries, damages, or expenses resulting from the above described accident, or otherwise claiming by or through Claimant or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

It is understood and agreed that the payment and settlement is for the compromise of a doubtful and disputed claim and is not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.

The Release reflects the entire agreement between the parties and the Claimant acknowledges that no representations, statements, or promises have been made by Defendants, or any of their agents or representatives, to induce Claimant to enter into this Release. This Release shall bind Claimant, his/her heirs and assigns. Claimant acknowledges that they have carefully read and know the contents of this Release and are voluntarily entering into this Release.

IN TESTIMONY WHEREOF, this Release has been executed this

_____Day of_____.200_

[redacted] Individually

TOY-RQ-05D-00000342

RE: [redacted]

STATE OF _____)

COUNTY OF _____)

On the _____day of _____, 200_, before me personally appeared _____, known to me to be the person described in and who executed this Release of All Claims, and acknowledged that he/she duly executed the same as his/her free act and deed and solely for the consideration therein expressed.

Sworn to and subscribed before me this _____ day of _____, 200_.

_____

_NOTARY PUBLIC in and for the

County of _____

State of _____

SEAL:

CAMPBELL, DILLE, BARNETT, SMITH & WILEY, P.L.L.C.

TALIS ABOLINS
CHRISTOPHER M. ALSTON
HOLLIS H. BARNETT, P.S. *
PATRICIA J. BARNETT *
BRYCE H. DILLE, P.S.
HILLARY A. HOLMES
SHANNON R. JONES
DANIEL W. SMITH
BOYD S. WILEY

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING A PROFESSIONAL SERVICE CORPORATION
317 SOUTH MERIDIAN
P.O. BOX 488
PUYALLUP, WASHINGTON 98371-0164

ESCROW DEPARTMENT
SUSAN BOAT, LPO

ROBERT D. CAMPBELL
(1906-2000)

*OF COUNSEL

TELEPHONE (253) 848-3513
FAX (253) 845-4941
SENDER'S E-MAIL calston@cdb-law.com
WEBSITE www.cdb-law.com

June 12, 2008

RECEIVED
JUN 17 2008
LEGAL DEPT.

Ms. Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc
19001 South Western Avenue
Torrance, CA 90501

Re: ***My Client:*** [redacted]
Lexus E350, 2007 VIN# JTHBJ46G572 [redacted]

Dear Ms. Hargrave:

In response to your letter of May 14, 2008, please find enclosed one executed original of the Release of All Claims between my client, [redacted] and Toyota Motor Sales, U.S.A., Inc.. Pursuant to your letter, I will expect to receive a check delivered to this office from Toyota Motor Sales, U.S.A., Inc. payable to [redacted] in the amount of $6,355.54 in full payment of [redacted] claim.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

CAMPBELL, DILLE, BARNETT
SMITH & WILEY, P.L.L.C.

[redacted]

Christopher M. Alston

CMA/sdj
cc: Client
I:\DATA\D\Srj\M[redacted]0626\Lemon Law Claim .007\cLexus 061208.wpd

RELEASE OF ALL CLAIMS

This Release of all Claims is made and entered into by [redacted] referred to as "Claimant"; and Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, all hereinafter collectively referred to as 'Defendants." In consideration of the payment of the sum of Six Thousand Three Hundred Fifty Five dollars .54 ($6,355.54) by Defendants to [redacted] Claimant does hereby release and forever discharge Defendants, their employees, predecessors in interest, successors, subsidiaries, affiliates and assigns and all other persons, from any and all past, present and future claims, or potential claims, demands, obligations or liabilities for any and all known and unknown personal injuries, deaths, property damage or other damages in any way arising out of or related to an incident that occurred on or about December 28, 2006 involving a 2007 Lexus ES 350Vehicle Identification Number JTHBJ46G572[redacted]

As additional consideration for the payments described above, Claimant hereby agrees to indemnify and hold harmless Defendants, their agents, employees, successors, predecessors in interest, subsidiaries, affiliates, dealers, and assigns, against any and all loss or expense from any and all claims, demands and actions that may now or hereafter at any time be brought by the Claimant or anyone subrogated to the right of Claimant which arise from the injuries, damages, or expenses resulting from the above described accident, or otherwise claiming by or through Claimant or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

TOY-RQ-05D-00000345

It is understood and agreed that the payment and settlement is for the compromise of a doubtful and disputed claim and is not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.

The Release reflects the entire agreement between the parties and the Claimant acknowledges that no representations, statements, or promises have been made by Defendants, or any of their agents or representatives, to induce Claimant to enter into this Release. This Release shall bind Claimant, his/her heirs and assigns. Claimant acknowledges that they have carefully read and know the contents of this Release and are voluntarily entering into this Release.

IN TESTIMONY WHEREOF, this Release has been executed this

9th Day of June, 2008

[redacted] Individually

TOY-RQ-05D-00000346

RE: [redacted]

STATE OF Washington)

COUNTY OF Pierce)

On the 9th day of June, 200_, before me personally appeared [redacted], known to me to be the person described in and who executed this Release of All Claims, and acknowledged that he/she duly executed the same as his/her free act and deed and solely for the consideration therein expressed.

Sworn to and subscribed before me this 9th day of June, 2008

[redacted]

_NOTARY PUBLIC in and for the

County of Pierce

State of Washington

M Y LEWANDOWSKI
COMMISSION EXPIRES
NOTARY
PUBLIC
10-16-08
STATE OF WASHINGTON

CAMPBELL, DILLE, BARNETT, SMITH & WILEY, P.L.L.C.

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING A PROFESSIONAL SERVICE CORPORATION
317 SOUTH MERIDIAN
P.O. BOX 488
PUYALLUP, WASHINGTON 98371-0164

TALIS ABOLINS
CHRISTOPHER M. ALSTON
BRYCE H. DILLE, P.S.
HILLARY A. HOLMES
SHANNON R. JONES
DANIEL W. SMITH
BOYD S. WILEY

ESCROW DEPARTMENT
SUSAN BOAT, LPO

HOLLIS H. BARNETT (OF COUNSEL)
PATRICIA J. BARNETT (OF COUNSEL)
ROBERT D. CAMPBELL (1908-2005)

TELEPHONE (253) 848-3513
FAX (253) 845-4941
SENDER'S E-MAIL alston@cdb-law.com
WEBSITE www.cdb-law.com

May 6, 2008

Via Facsimile and First Class Mail - 1-310-468-2322

Mr. Brian Pitts
Critical Operations
Lexus Customer Assistance Center
Toyota Motor Sales, U.S.A., Inc
PO Box 2991 - Mail Drop L202
Torrance, CA 90509-2991

Re: *My Client:* [redacted]
Lexus E350, 2007 VIN# JTHBJ46G57[redacted]

Dear Mr. Pitts:

I apologize for the delay in getting this response to your office. I appreciate your diligence in working to get this matter resolved.

As requested, enclosed you will find certain invoices which document the amount expended by [redacted] to repair his Lexus vehicle. First you will find a Lexus of Bellevue Parts Invoice and receipt, Invoice No. 546969, with a total amount of $2,374.77. This invoice and corresponding receipt pertain exclusively to those parts ordered by [redacted] as advised by Lexus of Bellevue. Second you will find a Madison Park Shell Invoice, No. 5689, documenting the $1,980.77 expended on labor and installation.

Second, as a result of the incident and the resulting damage to the vehicle, Mr. [redacted] was without a vehicle from December 28, 2006, until on or around January 31, 2007. It only seems appropriate, based upon the circumstances of this case, and the lack of negligence on behalf of my client, that [redacted] be compensated by Lexus based upon his loss of use. I believe a fair estimate of the loss, based upon fair market rental values, to be between $150.00 - $189.00 per day.

In addition, to the above, Mr. [redacted] also suffered physical and emotional trauma as a direct result of the incident. Specifically, certain mental anxiety developed following the event, as a result of Mr. [redacted]s exposure to the terrifying event. This is understandable given the very real threat of

grave physical harm and/or death that [redacted] experienced. In addition, directly following the incident, Mr [redacted] developed what I understand to be stress induced broken blood vessels around his facial area. Accordingly, based on the physical and mental anguish described above, I believe Mr. [redacted]'s injuries are sufficient to warrant redress in the form of monetary compensation in the amount of $5,000.00.

In summary, Mr. [redacted] has suffered a great deal as a result of the Lexus ES-350 floor mat defect, including damage for repair costs to his vehicle, loss of use of his vehicle, physical and emotional trauma and those expenses incurred in connection with the resolution of his claim, including attorneys fees. Given the damage and inconvenience caused to date, we ask that Lexus provide monetary redress to Mr. [redacted] in the amount of $16,500.00.

Please contact me at your earliest convenience should you wish to discuss the above.

Very truly yours,

CAMPBELL, DILLE, BARNETT SMITH & WILEY, P.L.L.C.

Christopher M. Alston

CMA/sdj
cc: Client
Lexus of Bellevue, Attention: Derek
E:\DATA\DSdj\M[redacted]) 70626\Lemon Law Claim .007\eLexus 050608.wpd

PARTS INVOICE

PENDING RANDY EICKHOLT

206-325-8428

Paid ck # 4801 1/24/07

BILL TO
MADISON PARK SHELL
3100 E MADISON
SEATTLE, WA 98112

SHIP TO

	0	47389-50020	GASKET, FLEXIBLE	SPORD	8.61	5.89	27.590
	0	04847-33240	FITTING KIT, DISC	SPORD	32.10	26.48	26.48
	0	04948-33030	FITTING KIT, DISC	SPORD	16.59	13.27	13.27
	0	04945-33260	SHIM KIT, ANTI SQ	SPORD	24.97	19.98	19.98
	0	04946-33040	SHIM KIT, ANTI SQ	SPORD	27.67	22.14	22.14
	0	43512-33130	DISC, FR	SPORD	142.93	114.34	228.68
	0	42431-33130	DISC, RR	112	136.31	109.05	218.10
	0	47750-33340	CYLINDER ASSY, DI	SPORD	483.44	386.75	386.75
	0	47750-33340	CYLINDER ASSY, DI	SPORD	483.44	386.75	386.75
	0	47750-33340	CYLINDER ASSY,	117	422.14	337.71	337.71
	0	47830-33210	CYLINDER ASSY, RR	SPORD	422.14	337.71	337.71
	0	47850-33210	CYLINDER ASSY, RR	SPORD	73.88	59.10	59.10
	0	04465-33450	PAD KIT, DISC BRA	SPORD	73.88	59.10	59.10
	0	04466-33180	PAD KIT, DISC BRA	102	33.19	26.55	53.10
	0	46540-20070	SHOE ASSY, PARKIN	SPORD	33.19	26.55	26.55
	0	46550-33020	SHOE ASSY, PARKIN	SPORD	36.34	29.07	29.07
	0	46590-33020	SHOE ASSY, PARKIN	SPORD			

SUBTOTAL

All RR The only warranties applying to the part(s) are those which may be offered by the manufacturer. LEXUS OF BELLEVUE 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 this part(s) and/or service. Buyer shall not be entitled to recover from LEXUS OF BELLEVUE any consequential damages, damages to property, damages for loss of use, loss of profits, or income, or any other incidental damages.

PAY THIS AMOUNT

WHOLESALE

NO REFUNDS WITHOUT THIS INVOICE
NO REFUNDS AFTER 10 DAYS.
NO RETURNS ON ELECTRICAL PARTS.
NO RETURNS ON SPECIAL ORDER ITEMS.
REFUND ON PURCHASES PAID BY CHECK ARE REFUNDED AFTER CHECK CLEARS.
20% HANDLING CHARGE ON ALL RETURNS.
ALL RETURNS MUST BE IN ORIGINAL PACKAGING.

ASAP

Thank You
Customer Copy

11:59:17 PAGE 1 OF 2
NET531

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625-132nd Ave NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

PARTS INVOICE

PENDING RANDY EICKHOLT

206-325-8428

BILL TO
MADISON PARK SHELL
3100 E MADISON
SEATTLE, WA 98112

SHIP TO

	0	90213-07038	WASHER, TYPE C	SPORD	3.56	2.85	5.70
	0	90506-12010	SPRING, TENSION	SPORD	9.19	7.35	14.70
	0	90507-18009	SPRING, TENSION	SPORD	3.30	2.64	10.56
	0	90564-09184	SHIM	SPORD	6.84	5.47	10.94
	0	90564-09185	SHIM	SPORD	6.84	5.47	10.94
	0	90564-09186	SHIM	SPORD	6.84	5.47	10.94
	0	90501-14049	SPRING, COMPRESSI	D14	6.15	4.95	19.80
	0	47447-20030	PIN, SHOE HOLD DO	SPORD	6.84	5.47	10.94
	0	47447-22020	PIN, SHOE HOLD DO	D04	3.74	2.99	5.98
	0	47449-30030	CUP, SHOE HOLD DO	SPORD	6.76	5.41	21.64
	0	47449-32010	CUP, SHOE HOLD DO	D04	3.09	2.47	9.88
	0	90504-14002	SPRING, COMPRESSI	SPORD	6.74	5.39	10.78

2374.77

SUBTOTAL

All RR The only warranties applying to the part(s) are those which may be offered by the manufacturer. LEXUS OF BELLEVUE 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 this part(s) and/or service. Buyer shall not be entitled to recover from LEXUS OF BELLEVUE any consequential damages, damages to property, damages for loss of use, loss of profits, or income, or any other incidental damages.

TAX 0.00

FREIGHT 0.00

PAY THIS AMOUNT 2374.77

WHOLESALE

NO REFUNDS WITHOUT THIS INVOICE
NO REFUNDS AFTER 10 DAYS.
NO RETURNS ON ELECTRICAL PARTS.
NO RETURNS ON SPECIAL ORDER ITEMS.
REFUND ON PURCHASES PAID BY CHECK ARE REFUNDED AFTER CHECK CLEARS.
20% HANDLING CHARGE ON ALL RETURNS.
ALL RETURNS MUST BE IN ORIGINAL PACKAGING.

ASAP

Thank You
Customer Copy

11:58:17 PAGE 2 OF 2
NET531

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625-132nd Ave NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

LEXUS OF BELLEVUE
1625 132ND AVE NE
BELLEVUE, WA 98005

Merchant ID: 5466000254
Term ID: EU5466000254
5466000254

Phone Order

AMEX
XXXXXXXXXX[redacted]
Entry Method: Manual
Apprvd: Online BatchN: 000407
01/18/07 12:08:34

Inv #: 546963 Appr Code: 154341

Total: $ 2,374.77

Customer Copy

3100 E. Madison Street
Seattle, WA 98112

M[illegible]DISON PARK SH[illegible]LL

Phone (206)-[illegible]-8428
Fax (206)-342-3936

CUSTOMER

[redacted]
BELLEVUE, WA[redacted]

BILL TO

98032

VEHICLE

2007 LEXUS ES350
Plate#: [redacted]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1/31/2007	CHO855645412389	MAIN	5689			

[illegible]	[illegible]	[illegible]	[illegible]
LABOR / FRONT -REAR BRAKE SYSTEM		Y	$1700.00

[illegible]	[illegible]	[illegible]	MISC	SUB TOTAL	TAX	[illegible]
$0.00	$1700.00	$28.90	$90.00	$778.90	$161.87	$1980.77

TOY-RQ-05D-00000352

CAMPBELL, DILLE, BARNETT
SMITH & WILEY, P.L.L.C.
317 South Meridian
P.O. Box 488
Puyallup, Washington 98371
Telephone: (253)848-3513
Facsimile Number: (253) 845-4941
E-Mail: sjones@cdb-law.com

FACSIMILE TRANSMISSION

DATE: April 16, 2008 **CLIENT MATTER:** [redacted]

NUMBER OF PAGES: (INCLUDING COVER PAGE): 5

TO: Toyota Motor Sales, U.S.A., Inc.
Lexus Customer Assistance Center

FAX NO.: (310) 468-2992

TELEPHONE NO.:

FROM: Christopher Alston

COMMENTS: Please see attached correspondence.

IF YOU HAVE ANY DIFFICULTIES RECEIVING THIS MATERIAL, PLEASE CALL (253) 848-3513.

WARNING: Unless otherwise indicated, the information contained in this facsimile message is information protected by the Attorney-Client and/or Attorney-Work Product Privileges. It is intended only for the individual named above, and the privileges are not waived by virtue of this having been sent by facsimile. If the reader of this facsimile, or the employee or agent responsible to deliver it to the name recipient, is not 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 immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. We will promptly reimburse you for the telephone and postage expense.

20071119170

CAMPBELL, DILLE, BARNETT, SMITH & WILEY, P.L.L.C.

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL SERVICE CORPORATIONS
317 SOUTH MERIDIAN
P.O. BOX 488
PUYALLUP, WASHINGTON 98371-0164

TALIS ABOLINS
HOLLIS H. BARNETT, P.S.
PATRICIA BARNETT
BRYCE H. DILLE, P.S.
HILLARY A. HOLMES
SHANNON R. JONES
DANIEL W. SMITH
BOYD S. WILEY

ESCROW DEPARTMENT
SUSAN BOAT, LPO

ROBERT D. CAMPBELL (1906-2000)

TELEPHONE (253) 848-3513 | FAX (253) 845-4941 | SENDER'S E-MAIL calston@cdb-law.com | WEBSITE www.cdb-law.com

April 16, 2008

Via Facsimile and First Class Mail - 1-310-468-2992

Toyota Motor Sales, U.S.A., Inc
Lexus Customer Assistance Center
PO Box 2991 - Mail Drop L202
Torrance, CA 90509-2991

Re: ***My Client:*** [redacted]
Lexus E350, 2007 VIN# JTHBJ46G572 [redacted]

Gentlemen:

Please be advised that this firm represents [redacted] recent owner of one 2007 Lexus ES-350 sedan, purchased new on or around late 2006 from Lexus of Bellevue, Washington.

On or around December 28, 2006, [redacted] was driving eastbound on Interstate 90 in the state of Washington. Without warning, Mr. [redacted]s Lexus vehicle begin to accelerate unintentionally, reaching speeds upwards of 120 miles per hour. After driving for several miles at this high rate of speed, Mr. [redacted] was able to decelerate the vehicle and maneuver safely off the roadway utilizing the assistance of 911 and the vehicle breaking system. Fortunately for all, Mr. [redacted] was able to do so without physical injury to either himself, or those fellow citizens also traveling along the interstate.

Following the incident, Mr. [redacted] arranged for the vehicle to be immediately towed to Lexus of Bellevue. In examining the customer invoice (attached to this letter) it appears that a diagnostic specialist inspected the vehicle, however no abnormal acceleration occurred at the time of inspection. The technician did find that the brakes, both front and rear were worn to 0mm, and additionally, the caliper boots were melted and rotors scored. Accordingly, the technician recommended that the rotors, pads, calipers, hardware kits, and shim kits be replaced, all the while noting that said repairs are not related to a defect in materials or workmanship and therefore not warrantable per FTS.

At this time it has come to our attention that the sudden uncontrolled and unintended acceleration of Mr. [redacted]s vehicle (and the resulting damage thereto) was most likely caused by the all-weather floor mats which, pursuant to faulty design, had the tendency to slide forward, trapping the accelerator pedal and increasing the vehicle speed. At the time of his purchase, Mr. [redacted] elected

to accessorize his vehicle with certain Lexus all-weather floor mats, sold as an optional accessory for use on the 2007 and 2008 model years of the Lexus ES-350. Said floor mats were installed in Mr. [redacted]'s ES-350 by Lexus employees at the time of purchase, and were never manipulated following the installation. Apparently, certain grommet holes and retaining hooks used to secure the mat to the vehicle's carpet, when unsecured, permit the mat to move forward during vehicle usage and cause interference with the accelerator pedal. Upon information and belief, this issue has already been brought to the attention of both Toyota and the National Highway Traffic Safety Administration following multiple formal complaints in addition to reports of vehicle crashes and injuries resulting from the unintended acceleration. In response, I understand that Toyota Motor Corp has issued a recall of more than 30,000 mats for the ES-350.

While it is not clear at this time whether the above-described problem is the result of a defective vehicle product, or the faulty and/or negligent installation by Lexus, what does seem clear is that the vehicle damage which occurred in the present case is the direct result of the unintended vehicle acceleration. And while Toyota has alerted vehicle owners of the potential problem and offered potential replacement floor mats, Mr. [redacted] had to personally cover those costs associated with the repair of his vehicle outside of warranty and understandably would like to be reimbursed by Toyota for his costs, given that immediately before the incident, the Lexus was in a like-new condition (which can be documented pursuant to the repair records of Lexus of Bellevue). And while the technician originally noted that the replacement components were not related to a defect in materials or workmanship, the information that has since come to surface makes it seem rather clear that a faulty Lexus product was the cause of the damage, not the negligence of Mr. [redacted]

Overall, it seems clear that while the Lexus ES-350 was designed and manufactured to provide a means of safe transportation on the roads and highways, the floor mats designed by Toyota Motor Co. were unreasonably dangerous, not reasonably safe as designed, and contained insufficient warning and inadequate instructions. And while Lexus has admitted to the defect in the product and offered replacement mats, in the present case we ask that Lexus go beyond this offer, and work to reimburse [redacted] for that damage directly associated with the defective product.

We appreciate your assistance in this matter and sincerely hope that you will be contacting us shortly with hopes of resolving this matter.

Very truly yours,

CAMPBELL, DILLE, BARNETT SMITH & WILEY, P.L.L.C.

[redacted]

Christopher M. Alston

CMA/sdj
cc: Client
Lexus of Bellevue, Attention: Derek
I:\DATA\D\Srj\M\[redacted]70626\Lemon Law Claim .007\cLexus 041608.wpd

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625–132nd Ave. NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

CUSTOMER NO. 14875	ADVISOR RYAN FORSTROM 16821	TAG NO. 401N	INVOICE DATE 01/10/07	INVOICE NO. LECS120894
[redacted]	LABOR RATE [redacted]	MILEAGE 24,483	COLOR /	STOCK NO. 071001
BELLEVUE, WA [redacted]	YEAR / MAKE / MODEL 07/LEXUS/ES 330/4DR SDN		DELIVERY DATE 04/30/06	DELIVERY MILES 30
	VEHICLE I.D. NO. J T H B J 4 6 G 5 7 2 [redacted]		SELLING DEALER NO. 3202	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	R. O. DATE 12/28/06	REPRINT# 3
[redacted]	COMMENTS			MO: 24483

JOB# 1 CHARGES

LABOR

GUEST STATES CAR WAS OUT OF CONTROL. STUCK AT 4-5K RPMS
HE WAS DRIVING 120 TO 140 MPH AND BRAKES DID NOT SLOW
HIM DOWN. SCARED HIM! HE HAD CAR TOWED IN BECAUSE
HE WAS SO SCARED THAT THE CAR WAS OUT OF CONTROL
DIAGNOSTIC SPECIALIST INSPECTED VEHICLE. NO ABNORMAL ACCEL-
ERATION OCCURRING AT THIS TIME. INSTALLED SCAN TOOL AND
CHECKED DTC'S. NONE PRESENT. CONFIRMED PROPER ETCS OPERATION
INSPECTED BRAKES AND FOUND FRONT AND REAR BRAKES ARE WORN TO
0MM. BRAKE CALIPERS' BOOTS ARE MELTED AND ROTORS ARE SCORED.
CONTACTED TAS (CASE #TA063620146). DO NOT RECOMMEND DRIVING
VEHICLE WITH BRAKES IN CURRENT CONDITION.
INSPECTED BY FTS 1/10/2007
CHECK ALL DTCS. NO APPLICABLE ENGINE CONTROL, TRANSMISSION
OR BRAKE CODES. ACTIVE TEST ETCS1. AFTER INSPECTION, NO
MATERIAL DEFECTS FOUND.
RECOMMEND THE FOLLOWING COMPONENTS BE REPLACED: ROTORS, PADS
CALIPERS, HARDWARE KITS, SHIM KITS, ADDITIONAL COMPONENTS
MAY BE NECESSARY AFTER INSPECTION.
THESE REPAIRS ARE RECOMMENDED DUE TO HIGH HEAT EFFECTS.
THIS REPAIR IS NOT RELATED TO A DEFECT IN MATERIALS OR
WORKMANSHIP AND THEREFORE NOT WARRANTABLE PER FTS.
DSPM AND FTS MET WITH CUSTOMER TO ADVISE OF ABOVE FINDINGS
CUSTOMER DECLINED REPAIRS. FINAL RO COPY MAILED TO CUSTOMER

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LECS JOB# 1 TOTAL 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS
NIGHT DROP
DELETED OPERATION(S)
00LEZ025 25000 MILE SERVICE

TERMS AND CONDITIONS

I hereby authorize the repair work along with the necessary materials, by my signature. I agree that Lexus of Bellevue will not be responsible for loss or damages to vehicles or articles left in vehicle in case of fire, theft or any other cause beyond their 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 the vehicle described on the reverse side of this repair order to secure the amount of repairs thereto. In the event it is necessary that Lexus of Bellevue commence suit to collect any sums due under this work order, Lexus of Bellevue will be entitled to judgment in addition to those sums, their costs, and reasonable attorney's fees. The customer further agrees that the venue of such action shall be in the Superior Court of the State of Washington for King County.

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. Lexus of Bellevue 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 part(s) and/or service. Buyer shall not be entitled to recover from Lexus of Bellevue any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

Service and Parts Hours
Mon. - Sat. 7 am - 6 pm
For Your Convenience Please Call
Us For Roadside Mobile Service

X _____

Make Your Next Service Appointment With Us At:

www.lexusofbellevue.com

Thank You!
We Sincerely Appreciate Your Business!

Reynolds and Reynolds SPARTANE GD512478 0 (03/05)

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 03:50pm

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625-132nd Ave. NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

CUSTOMER NO. 14875	ADVISOR RYAN FORSTROM 16821	TAG NO. 401N	INVOICE DATE 01/10/07	INVOICE NO. LECS120894
[redacted]	LABOR RATE	LICENSE NO. [redacted]	MILEAGE 24,483	COLOR /	STOCK NO. 071001
BELLEVUE, WA [redacted]	YEAR / MAKE / MODEL 07/LEXUS/ES 330/4DR SDN			DELIVERY DATE 04/30/06	DELIVERY MILES 30
	VEHICLE I.D. NO. JTHBJ46G572 [redacted]			SELLING DEALER NO. 3202	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.		R. O. DATE 12/28/06	REPRINT# 3
	COMMENTS				MO: 24483

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 [ ] AMEX

THANK YOU FOR YOUR BUSINESS!!
PLEASE ASK ABOUT OUR MOBILE SERVICE VISITS!!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

TERMS AND CONDITIONS

I hereby authorize the repair work along with the necessary materials, by my signature. I agree that Lexus of Bellevue will not be responsible for loss or damages to vehicles or articles left in vehicle in case of fire, theft or any other cause beyond their 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 the vehicle described on the reverse side of this repair order to secure the amount of repairs thereto. In the event it is necessary that Lexus of Bellevue commence suit to collect any sums due under this work order, Lexus of Bellevue will be entitled to judgment in addition to those sums, their costs, and reasonable attorney's fees. The customer further agrees that the venue of such action shall be in the Superior Court of the State of Washington for King County.

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. Lexus of Bellevue 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 part(s) and/or service. Buyer shall not be entitled to recover from Lexus of Bellevue any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

Service and Parts Hours
Mon. - Sat. 7 am - 6 pm
For Your Convenience Please Call
Us For Roadside Mobile Service

X _____

Make Your Next Service Appointment With Us At:

www.lexusofbellevue.com

Thank You!
We Sincerely Appreciate Your Business!

Reprints and Reprints ERWIN ME (00313476.0)3405)

CUSTOMER COPY

[END OF INVOICE] 03:50pm

CAMPBELL, DILLE, BARNETT
SMITH & WILEY, P.L.L.C.
317 South Meridian
P.O. Box 488
Puyallup, Washington 98371
Telephone: (253)848-3513
Facsimile Number: (253) 845-4941
E-Mail: sjones@cdb-law.com

FACSIMILE TRANSMISSION

DATE: January 5, 2007 **CLIENT MATTER:** [redacted]

NUMBER OF PAGES: (INCLUDING COVER PAGE):

TO: Lexus of Bellevue - Attention: Derek

FAX NO.: 425-688-9951

TELEPHONE NO.: 425-213-1919

FROM: Shannon Jones

COMMENTS: Per my voice message to you earlier this morning, my client has requested that I deliver the enclosed correspondence to Lexus.

IF YOU HAVE ANY DIFFICULTIES RECEIVING THIS MATERIAL, PLEASE CALL (253) 848-3513.

WARNING: Unless otherwise indicated, the information contained in this facsimile message is information protected by the Attorney-Client and/or Attorney-Work Product Privileges. It is intended only for the individual named above, and the privileges are not waived by virtue of this having been sent by facsimile. If the reader of this facsimile, or the employee or agent responsible to deliver it to the name recipient, is not 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 immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. We will promptly reimburse you for the telephone and postage expense.

CAMPBELL, DILLE, BARNETT, SMITH & WILEY, P.L.L.C.
A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL SERVICE CORPORATIONS
317 SOUTH MERIDIAN
P.O. BOX 488
PUYALLUP, WASHINGTON 98371-0164

TALIS ABOLINS
HOLLIS H. BARNETT, P.S.
PATRICIA BARNETT
BRYCE H. DILLE, P.S.
HILLARY A. HOLMES
SHANNON R. JONES
DANIEL W. SMITH
BOYD S. WILEY

ESCROW DEPARTMENT
SUSAN BOAT, LPO

ROBERT D. CAMPBELL (1906-2000)
GILBERT PRICE (Retired)

TELEPHONE (253) 848-2513
FAX (253) 845-4941
SENDER'S E-MAIL sjones@cdb-law.com
WEBSITE www.cdb-law.com

January 5, 2007

Via Facsimile and First Class Mail - 1-310-468-2992

Lexus Customer Assistance Center
PO Box 2991 - Mail Drop L202
Torrance, CA 90509-2991

Re: ***My Client:*** [redacted]
Lexus ES350, 2007 VIN# JTHBJ46G572 [redacted]

Dear Sir/Madam:

I am an attorney writing on behalf of my client, [redacted] with respect to his Lexus referenced above. He purchased the vehicle 5 months ago for over $45,000.00 from Lexus of Bellevue. Although over the last few months he has driven the vehicle without incident, a week ago yesterday (12/28/06), he was almost involved in a serious accident when the vehicle braking system would not function. He was unable to decelerate and slow the car down on a major freeway, Interstate 90 in Washington State, while traveling eastbound for several miles toward Snoqualmie Pass. He phoned 911 and, thankfully, after many terrifying miles of travel at dangerous speeds without control of the vehicle, was able to stop the car. He had the vehicle towed to Lexus of Bellevue. The have confirmed that the brake drums are completely melted. He has not been provided a loaner vehicle for reasons unknown, but Lexus is evidently sending a technician to look at the car on 1/10/07.

I am writing to you concerning this vehicle as it is apparent there is a serious safety defect concerning this car and my client is understandably not willing to put his life, and that of his family, at risk by driving this vehicle again. It is his desire that Lexus, as manufacturer, repurchase this vehicle in accordance with the calculations set forth in Washington's Lemon Law. It would seem that this would also be in the best interest of Lexus given the risks inherent in returning this vehicle to my client, even if it is suspected that the issue can be repaired.

Please contact me as soon as possible to discuss this matter directly. I appreciate your prompt attention to this issue.

Very truly yours,

CAMPBELL, DILLE, BARNETT SMITH & WILEY, P.L.L.C.

[redacted]

Shannon R. Jones

SRJ/mll
cc: Client via facsimile
Lexus of Bellevue, Attention: Derek
G:\DATA\DS\[redacted]70626\Lemon Law Claim .007\cLexus 1-3-07.wpd

CAMPBELL, DILLE, BARNETT
SMITH & WILBY, P.L.L.C.
317 South Meridian
P.O. Box 488
Puyallup, Washington 98371
Telephone: (253)848-3513
Facsimile Number: (253) 845-4941
E-Mail: sjones@cdb-law.com

LEXUS

National
Customer Satisfaction

FACSIMILE TRANSMISSION

DATE: May 6, 2008 **CLIENT MATTER:** [redacted]

NUMBER OF PAGES: (INCLUDING COVER PAGE): 6

TO: Toyota Motor Sales, U.S.A., Inc.
Lexus Customer Assistance Center

FAX NO.: (310) 468-2992

TELEPHONE NO.:

FROM: Christopher Alston

COMMENTS: Please see attached correspondence.

IF YOU HAVE ANY DIFFICULTIES RECEIVING THIS MATERIAL, PLEASE CALL (253) 848-3513.

♦♦

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Ann Adame/TMS/Toyota
06/17/2008 01:04 PM

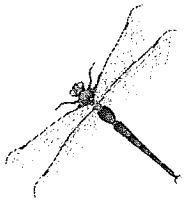
To Valerie Washington/TMS/Toyota@Toyota
cc
bcc
Subject One Time Vendor [redacted]

ONE TIME VENDOR NUMBER REQUEST

Please set up a one time vendor number for a settlement check made payable to:

[redacted]

Thank you



Ann Adame
Toyota Motor Sales, U.S.A., Inc.
Legal Department, HQ 11
Phone 310.468.5071
Fax 310.381.6066

This email message is intended only for the addressee(s) and contains information that may be confidential and/or copyrighted. If you are not the intended recipient please notify the sender by reply email and immediately delete this email. Use, disclosure, or reproduction of this email by anyone other than the intended recipient(s) is strictly prohibited.

FOR LEGAL USE ONLY:	
Amount: $6,355.54	Vendor Number: 0090979311
Request Date: 06/17/08	Voucher Number: 09439086
Case Manager: CAH	TC Number: 2008-05-44725

Carole Hargrave/TMS/Toyota

06/17/2008 12:13 PM

To Ann Velasquez/TMS/Toyota
cc
bcc
Subject Settlement Check

Ann,

Can I get a settlement check in the amount of $6,355.54 payable to Mr. [redacted]

Thank you
Carole

Carole Hargrave/TMS/Toyota	To	Ann Adame/TMS/Toyota,
06/17/2008 12:14 PM	cc	
	bcc	
	Subject	Settlement Check

Ann,

Can I get a settlement check in the amount of $6,355.54 payable to Mr. [redacted]

Thank you
Carole

REFERENCE	DATE	VOUCHER	GROSS	DISCOUNT	NET	HDL CD
SETTLE[redacted]061808	06/17/2008	09439086	6,355.54	0.00	6,355.54	DJ
X10, L14 FULL AND FINAL SETTLEMENT OF ALL CLAIMS - [redacted]						

VENDOR NO.: 0090979311 **CHECK NO.:** 0000329719 **DATE:** 6/20/2008 **TOTAL NET AMOUNT:** $6,355.54

Please detach this statement before depositing check

TOYOTA MOTOR SALES, USA. INC.
19001 S. WESTERN AVENUE - TORRANCE, CA 90509

This check is tendered in payment of items listed

FOLD FOLD

Security features included. Details on back.

TOYOTA MOTOR SALES, USA, INC.
19001 S. WESTERN AVENUE - TORRANCE, CA 90509

UBOC DISBURSEMENT SERVICES
BOSTON, MA 02108

53-292
113

0000329719

DATE: 06/20/2008

PAY Six thousand three hundred fifty-five and 54/100ths Dollars

$6,355.54

TO THE ORDER OF *MR* [redacted]

TOYOTA MOTOR SALES, USA, INC.

[redacted]

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TOYOTA MOTOR SALES, USA, INC.
19001 S. WESTERN AVENUE - TORRANCE, CA 90509

TOYOTA

CHECK REQUEST

Date Created : 6/18/2008
AP Business Unit: 101
Preparer Name : Adame,Ann
Check Request (Voucher) number : 09439086
Invoice Nbr: SETTLE[redacted]061808
Invoice Date: 6/17/2008

Vendor Number : 0090979311
Invoice Nbr: SETTLE[redacted]061808
Revised Invoice Nbr: _____
Voucher Number : 09439086

Comments : [redacted] VS. TMS
RUSH - DO NOT MAIL CHECK
CALL ANN x65071 FOR PICK UP X10, L14
2008-05-44725
Vendor Number : 0090979311
Vendor Name : MR [redacted]
Vendor Address :

Check Comments : FULL AND FINAL SETTLEMENT OF ALL CLAIMS - [redacted]

Line	Distrib Line	Business Unit - GL	Dept ID	Account	Project	Product	Amount
1	1	101		260005	LGL20011		6,355.54

MERCH TOTAL	6,355.54
SALES TAX	0.00
FREIGHT	0.00
GRAND TOTAL	$ 6,355.54

PLEASE RUSH SETTLEMENT CHECK
DO NOT MAIL

* Approval Signature [redacted]	Date 6-18-06
* By (please print name)	Carole A. Hargrave
* Title	Claims Manager

* Approval Signature, Printed Name, and Title are Required Fields.

PRIVATE PRIVATE PRIVATE

Private-Internal Use Only

VEHICLE	CUSTOMER	HOUSEHOLD
2007 LEXUS ES 350 (9000)	MR[redacted]	Household Lifetime Value:*
JTHBJ46G572[redacted]		*Information Updated Monthly

VEHICLE DETAILS

Product: 2007 LEXUS ES 350 (9000)	**VIN: JTHBJ46G572[redacted]**	**Original Selling Dealer: LEXUS OF BELLEVUE (64602)**
DOFU: 04/30/2006	Model Description: ES 350 4-DOOR SEDAN	**Last Known Mileage: 30**
Built Date: 03/15/2006	Exterior Color: BLACK (0202)	Last Known Mileage Date: 04/30/2006
Transmission Type: 6ECTI	Interior Color: DK CHARCOAL/LT GRAY (LB15)	Last Known Mileage Source: RDR
Engine Type: 2GR	Edition: ES350 4-DR SEDAN	

ADDITIONAL VEHICLE DETAILS

Original MSRP: $43,975	Plant of Manufacture: TMC	Tire Make/Brand: UNSPECIFIED
Order Date: 03/2006	Body Style: 4-DOOR SEDAN	Tire Size:
Port Damage: No	Engine Serial Number: A008277	

Port/Factory Installed Equipment

Description	Installation Source
Navigation/Mark Levinson Premium Audio Package: Generation 5 Navigation System with Rear Camera, Bluetooth, Voice-Activation w/Destination Input, Mark Levinson Premium Surround Audio with 14-Speakers, In-Dash 6-Disc DVD/CD Changer and Cassette Player(VN)	Factory
Luxury Package Includes: Perforated Leather Trim Interior w/Memory Driver's & Front Passenger's Seats, Outside Mirrors, Power Tilt/Telescoping Wood Steering Wheel, Panorama Glass Roof, Heated and Ventilated Front Seats, High Intensity Headlamps (HID) with AFS, Power Rear Sunshade, Rear Seat Side Airbags, Driver's Power Cushion Extender, Rain-Sensing Wipers, Bluetooth, 10-Spoke Graphite Wheels with Full Spare Tire(UL)	Factory
Preferred Accessory Package: Trunk Mat, Cargo Net and Wheel Locks (Z1)	Port
XM Satellite Radio(P7)	Port

Standard Installed Equipment

Description
PERFORMANCE FEATURES
3.5 Liter 272HP Four Cam 24-Valve V6 Engine
All-Aluminum Engine Construction & Dual VVTi
6-Speed Automatic Transmission w/Sequential Shift
Front Wheel Drive
Dual Exhaust with Seamless Chrome Tips
4-Wheel Independent MacPherson Strut-Type
Suspension with Gas Pressurized Shock Absorbers
Front and Rear Stabilizer Bar
4-Wheel Power Assisted Ventilated Front/Solid
Rear Disc Brakes
17" Aluminum Alloy 7-Spoke Wheels
215/55R17 All-Season Tires
SAFETY FEATURES
Dual Front Airbags, Dual Front Knee Airbags, Front
Seat-Mounted Side Impact Airbags, Fr & Rr Side

PRIVATE

TOY-RQ-05D-00000367

Curtain Airbags, Supplemental Restraint Sys (SRS)
3-Point Safety Belts for All Seating Positions
Fr & Rr Outboard Seat Belt Pretensioners with Force Limiters
Vehicle Stability Control (VSC) with TRAC
4-Wheel Anti-Lock Braking System (ABS) with Electronic Brakeforce Distribution (EBD)
Energy Managing Crumple Zones, Side Door Beams
Theft-Deterrent System w/ Engine Immobilizer
Projector-Bulb Headlamps w/ Integrated Foglamps/ Daytime Running Lights (DRL)
Variable Intermittent Wipers with Mist Control
Tire Pressure Monitor System
Tool Kit and First Aid Kit
LUXURY AND CONVENIENCE FEATURES
SmartAccess with Push Button Start/Stop
10-Way Power Adjustable Driver & Passenger Seats Includes 2-way Power Lumbar
Electrochromic Auto-Dimming Interior Mirror
Heated Outside Mirrors
One-Touch Open/Close Pwr Tilt-and-Slide Moonroof
Automatic Dual Zone Climate Control
Automatic On/Off Headlamps
Lexus Premium Audio System w/In-Dash 6-Disc CD Player Automatic Sound Levelizer (ASL) & MP3 Player Connectivity (miniplug) & 8-Speakers
Power Front and Rear Windows with Auto One-Touch Up/Down and Pinch Protection
Power Door Locks with Anti-Lock Out
Power Tilt/Telescoping Steering Wheel w/Audio & Display Functions & Column-Mounted Cruise Control
Key FOB-Integrated Multi-Function Remote Entry Sys
Rear Glass Imprinted Antenna w/FM Diversity Sys
Front Cup Holders with Adjustable Holder Ring
Rear Arm Rest with Cup Holders
Heavy-Duty Rear Window Defogger with Timer
Scheduled Maintenance Indicator Light
Lexus Personalized Settings
LED Interior Lighting
Carpeted Floor Mats
Carpeted Floor Mats

PRIVATE

TFS PRODUCT SUMMARY

Type	ID	Product Status
CERT	0010557291	Not Available

SERVICE HISTORY

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/22/2008	----	49,661	LEXUS OF BELLEVUE-(64602)	WILMOT, P	0160118	$300.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: GUEST WOULD LIKE US TO REPAIR THE RIGHT FRONT WHEEL DUE TO CURB DAMAGE. $300+TAX — **SSC No.** ---- **Agreement** ----

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: CUSTOMER REQUESTS CAR WASH AND VACCUUM — **SSC No.** ---- **Agreement** ----

Condition 3 — **Pay Type:** CUSTOMER PAY
Op Code Desc: — **SSC No.** ----
GUEST WOULD LIKE US TO REPAIR THE RIGHT FRONT WHEEL DUE TO CURB DAMAGE. $300+TAX — **Agreement** ----

Condition 4 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
OWNER WOULD LIKE TO PICK UP TUESDAY AFTERNOON . — **Agreement** ----

PRIVATE

O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
/11/2008	----	49,027	LEXUS OF BELLEVUE-(64602)	THOMSON, B	0157484	$899.01

ndition 1 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
ENSURE MARKS ARE REMOVED FROM BOTH INTERIOR A PILLAR TRIM PIECES AT WINDSHIELD. CCC E — **Agreement** ----

Condition 2 — **Pay Type:** WARRANTY PAY
Op Code Desc: NAVIGATION SYSTEM SHOWS VEHICLE IN WRONG LOCATION — **SSC No.** ----
GUEST STATES THE NAV WILL SOMETIMES SHOW THE CAR IN A MIDDLE OF A LAKE.PLEASE INSTALL SOP TO CORRECT. UNABLE TO ORDER SOP, COMPANY CLOSED WRONG NAV DISC ORDERED. PARTS FOUND NAV DISC. INSTALLED NEW NAV DISC UNDER TSIB LE013-06 — **Agreement** ----

Condition 3 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
GUEST STATES A NEW KEY WAS ORDERED. PLEASE PROGRAM. PART OF SALES AGREEMENT. ORDERED SOP NO CORRECTIONS AT THIS TIME — **Agreement** ----

Condition 4 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
EXCHANGE DRIVERS INTERIOR UPPER B PILLAR TRIM REMOVED LEFT B PILLAR TRIM TRIM WAS REPAIRED REINSTALLED B PILLAR TRIM — **Agreement** ----

Condition 5 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
GENERAL SALES MANAGER TO INSPECT CAR AND THEN WE ARE TO DELIVER CAR TO GUEST AND PICK UP LOANER. . — **Agreement** ----

Condition 6 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: — **SSC No.** ----
GUEST STATES THE CAR DELIVERY DETAIL WAS NOT COMPLETE.GUEST HAS MARKED AREAS OF CONCERN WITH BLUE TAPE.PLEASE CORRECT AREAS OF CONCERN. CORRECT WITH IDENS DETAILING. — **Agreement** ----

Condition 7 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: AUTO DETAILING OTH — **SSC No.** ----
REPLACE FRONT BUMPER PORTION OF CHIP PROTECT. CHIP PROTECT APPLIED TO LEXUS AS REQUESTED. — **Agreement** ----

Condition 8 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: NON-OEM THEFT DETERRENT OTHSYSTEM INSTALL/ OTH — **SSC No.** ----
PLEASE PROGRAM MASTER KEY WHEN IT ARRIVES...S/O PART DUE MON PROGRAMED IMOBLISER KEY AND WIRELESS DOOR LOCK — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
/16/2007	----	48,656	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0156312	$0.00

PRIVATE

ndition 1 — **Pay Type:** INTERNAL (DEALER) PAY
Op Code Desc: NAVIGATION COMPUTER — **SSC No.** ----
NAVIGATION IS NOT READING CORRECTLY SHOWS CUST IN LAKE AT TIMES PLEASE CHECK AND REPAIR CODE 58-13, UPDATED NAV DISC, TSIB EL013-06 ORDERED UPDATED DISC — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
12/02/2007	----	48,599	LEXUS OF BELLEVUE-	ERICKSON, M	0154677	$320.68

(64602)

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: CERTIFIED PRE-OWNED PDI — **SSC No.** ----

PLEASE DO CERTIFIED USED CAR INSPECTION. FILL OUT LEXUS CERTIFIED CHECK SHEET. REPORT ANY PROBLEMS AND NOTE ON WORK ORDER REPAIRS NEEDED REPLACED ENGINE OIL AND FILTER,FRONT TIRES:3/32 REAR TIRES:3/32,FRONT BRAKES:10MM,REAR BRAKES:9MM CABIN AIR FILTER,ENGINE AIR FILTER,4 TIRES LCI COMPLETED — **Agreement** ----

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: — **SSC No.** ----

PLEASE DO SECURITY ETCH ON WINDOWS OF VEHICLE. COMPLETED ETCH ON VEHICLE, SECURITY NUMBER IS BELOW. NSD674058 — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
11/29/2007	----	48,580	LEXUS OF BELLEVUE-(64602)	STAHNKE, M	0154395	$0.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **SSC No.** ----

PLEASE PERFORM 45,000 MILE SERVICE SERVICE DUE BY TIME OR MILEAGE GUEST DECLINES TIRES AT THIS TIME. COMPLETED 45,000 MILE SERVICE REPLACED ENGINE OIL AND FILTER TOPPED OFF ALL FLUID LEVELS BATTERY TEST RESULTS: GOOD FRONT TIRES: 3/32NDS (TO WEAR BAR) 5/32NDS (TOTAL) REAR TIRES: 4/32NDS (TO WEAR BAR) 6/32NDS (TOTAL) ROTATE TIRES- YES SET TIRE PRESSURE TO — **Agreement** ----

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: — **SSC No.** ----

PLEASE ORDER ALL WEATHER RECALL MATS RECALL MATS HAVE CHECKED WITH PARTS DEPARTMENT AND UPDATED FLOOR MATS ARE NOT AVAILABLE FOR ORDER YET. WILL NOTIFY WHEN AVAILABLE — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
08/29/2007	----	41,214	LEXUS OF BELLEVUE-(64602)	CORNEL, R	0144500	$233.45

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **SSC No.** ----

PRIVATE

PLEASE PERFORM 40,000 MILE SERVICE BRAKES FT 8MM REAR 8MM TIRES SET AT 32PSI FT 4/32 REAR 3/32 COOLANT -34 BATTERY GOOD BOOK STAMPED CHANGED ENGINE OIL AND FILTER CHECKED AND ADJUSTED TIRE PRESSURE, INCLUDING SPARE PERFORMED BATTERY LOAD TEST INSPECTED ALL SUSPENSION AND DRIVE TRAIN COMPONENTS CHECKED AND ADJUSTED ALL FLUID LEVEL AS NEEDED INSPECTED OPERATION OF INTERIOR AND EXTERIOR L — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/10/2007	----	24,483	LEXUS OF BELLEVUE-(64602)	FORSTROM, R	0120894	$0.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **SSC No.** ----

OTHERS — **Agreement** ----

Op Code Desc:

OTHERS ~|~GUEST STATES CAR WAS OUT OF CONTROL. STUCK AT 4-5K RPMS HE WAS DRIVING 120 TO 140 MPH AND BRAKES DID NOT SLOW HIM DOWN. SCARED HIM. HE HAD CAR TOWED IN BECAUSE HE WAS SO SCARED THAT THE CAR WAS OUT OF CONTROL ~|~DIAGNOSTIC SPECIALIST INSPECTED VEHICLE. NO ABNORMAL ACCEL- ERATION OCCURRING AT THIS TIME. INSTALLED SCAN TOOL AND CHECKED DTC'S, NONE PRESENT. CONFIRMED PROPER ETCS OPERATION INSPECTED BRAKES AND FOUND FRONT AND REAR BRAKES ARE WORN TO 0MM. BRAKE CALIPE ~|~INSPECTED BY FTS 1/10/2007 CHECK ALL DTCS, NO APPLICABLE ENGINE CONTROL, TRANSMISSION OR BRAKE CODES. ACTIVE TEST ETCSI. AFTER INSPECTION, NO MATERIAL DEFECTS FOUND. RECOMMEND THE FOLLOWING COMPONENTS BE REPLACED: ROTORS, PADS CALIPERS, HARDWARE KITS, SHI — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
11/07/2006	----	19,924	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0116757	$206.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: 20000 MILE SERVICE NON WARRANTY-NON OEM — **SSC No.** ----

20000 MILE SERVICE NON — **Agreement** ----

Op Code Desc:

20000 MILE SERVICE NON WARRANTY-NON OEM ~|~CUSTOMER REQUESTS 20000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~20000 MILE SERVICE PERFORMED ROTATED TIRES SET TO 35 PSI DEP 7/32 TOPPED VITAL FLUIDS.CHANGE OIL,FILTER AND GASKET. BRAKE AT 7MM BATTERY IS GOOD. REPLACED CABIN FILTER WARRANTY-NON OEM — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
09/28/2006	----	15,485	LEXUS OF BELLEVUE-(64602)		0113398	$134.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **SSC No.** ----

15000 MILE SERVICE NON WARRANTY ~|~CUSTOMER REQUESTS 15000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~15000 MILE SERVICE PERFORMED TIRES AT 7/32 32PSI TIRES ROTATED BRAKES AT F-9MM R-8MM FLUID LEVELS GOOD COOLANT PROTECTION -34F BATTERY GOOD AIR FILTER GOOD LIGHTS GOOD NEW WINDOW STICKER LOG UPDATED RESET REMINDERS WASH AND VAC THANK YOU JASON WARRANTY — **Agreement** ----

Op Code Desc: 15000 MILE SERVICE NON WARRANTY

15000 MILE SERVICE NON — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
08/04/2006	----	10,012	LEXUS OF BELLEVUE-(64602)		0108163	$214.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: 10000 MILE SERVICE NON WARRANTY-NON OEM — **SSC No.** ----

10000 MILE SERVICE NON — **Agreement** ----

Op Code Desc:

10000 MILE SERVICE NON WARRANTY-NON OEM ~|~CUSTOMER REQUESTS 10000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~10000 MILE SERVICE PERFORMED ROTATED TIRES. TIRES SET TO 32 PSI. TIRE TREADS ARE AT F 9/32 R 8/32 BRAKE PADS ARE AT F 10MM R 10MM PERFORMED OIL CHANGE WITH NEW FILTER AND GASKET. CHECKED AND TOPPED OFF ALL FLUID LEVELS. INSTALLED NEW HVAC FILTER R WARRANTY-NON OEM — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
06/20/2006	----	5,161	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0104156	$68.00

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: 5,000 MILE SERVICE — **SSC No.** ----

5,000 MILE SERVICE — **Agreement** ----

Op Code Desc:

5,000 MILE SERVICE ~|~CUSTOMER REQUESTS 5000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~5000 MILE SERVICE PERFORMED ROTATED TIRES SET TO 35 PSI DEP 10/ 32 CHANGE OIL,FILTER AND GASKET, BRAKE AT 10MM BATTERY IS GOOD. — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
05/03/2006	----	256	LEXUS OF BELLEVUE-(64602)	SMALLWOOD, M	0100229	$0.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: — **SSC No.** ----

OTHER NON-OEM CLEANING/ PROTECTING PREPARATION ~|~PERFORM PAINT PROTECTION ONLY. ~|~PER PURCHASE REQUEST ~|~PAINT, FABRIC, AND/OR LEATHER PROTECTANT APPLIED PROTECTING PREPARATION — **Agreement** ----

Op Code Desc: OTHER NON-OEM CLEANING/ PROTECTING PREPARATION

OTHER NON-OEM CLEANING/ — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total

PRIVATE

4/26/2006	----	27	LEXUS OF BELLEVUE-(64602)	AUST, R	00995	$209.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: NON WARRANTABLE OPERATION CODE ~|~ETCH ~|~ ~|~271731832 NON WARRANTABLE OPERATION CODE — **SSC No.** ---- — **Agreement** ----

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES ~|~PDI ~|~ ~|~PDS COMPLETED ALL ALTITUDES — **SSC No.** ----

Op Code Desc: PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES
PRE-DELIVERY SERVICE FOR USA — **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/26/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A004620	$38.00

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: — **SSC No.** ----

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/23/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A001130	$38.00

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: — **SSC No.** ----

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/22/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A006860	$66.25

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: — **SSC No.** ----

Agreement ----

Disclaimer: This information is proprietary and confidential and is intended for internal use only by authorised TMS/TFS personnel.It may not be shared with customers,dealers, or other parties outside TMS/TFS

PRIVATE PRIVATE PRIVATE

SERVICE HISTORY

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/22/2008	----	49,661	LEXUS OF BELLEVUE-(64602)	WILMOT, P	0160118	$300.00

Condition 1
Op Code Desc: GUEST WOULD LIKE US TO REPAIR THE RIGHT FRONT WHEEL DUE TO CURB DAMAGE. $300+TAX
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 2
Op Code Desc: CUSTOMER REQUESTS CAR WASH AND VACCUUM
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 3
Op Code Desc: GUEST WOULD LIKE US TO REPAIR THE RIGHT FRONT WHEEL DUE TO CURB DAMAGE. $300+TAX
Pay Type: CUSTOMER PAY
SSC No. ----
Agreement ----

Condition 4
Op Code Desc: OWNER WOULD LIKE TO PICK UP TUESDAY AFTERNOON .
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/11/2008	----	49,027	LEXUS OF BELLEVUE-(64602)	THOMSON, B	0157484	$899.01

Condition 1
Op Code Desc: ENSURE MARKS ARE REMOVED FROM BOTH INTERIOR A PILLAR TRIM PIECES AT WINDSHIELD. CCC E
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 2
Op Code Desc: NAVIGATION SYSTEM SHOWS VEHICLE IN WRONG LOCATION
GUEST STATES THE NAV WILL SOMETIMES SHOW THE CAR IN A MIDDLE OF A LAKE.PLEASE INSTALL SOP TO CORRECT. UNABLE TO ORDER SOP, COMPANY CLOSED WRONG NAV DISC ORDERED. PARTS FOUND NAV DISC. INSTALLED NEW NAV DISC UNDER TSIB LE013-06
Pay Type: WARRANTY PAY
SSC No. ----
Agreement ----

Condition 3
Op Code Desc: GUEST STATES A NEW KEY WAS ORDERED. PLEASE PROGRAM. PART OF SALES AGREEMENT. ORDERED SOP NO CORRECTIONS AT THIS TIME
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 4
Op Code Desc: EXCHANGE DRIVERS INTERIOR UPPER B PILLAR TRIM REMOVED LEFT B PILLAR TRIM TRIM WAS REPAIRED REINSTALLED B PILLAR TRIM
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 5
Op Code Desc: GENERAL SALES MANAGER TO INSPECT CAR AND THEN WE ARE TO DELIVER CAR TO GUEST AND PICK UP LOANER. .
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 6
Op Code Desc: GUEST STATES THE CAR DELIVERY DETAIL WAS NOT COMPLETE.GUEST HAS MARKED AREAS OF CONCERN WITH BLUE TAPE.PLEASE CORRECT AREAS OF CONCERN. CORRECT WITH IDENS DETAILING.
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 7
Op Code Desc: AUTO DETAILING OTH
REPLACE FRONT BUMPER PORTION OF CHIP PROTECT. CHIP PROTECT APPLIED TO LEXUS AS REQUESTED.
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Condition 8
Op Code Desc: NON-OEM THEFT DETERRENT OTHSYSTEM INSTALL/ OTH
PLEASE PROGRAM MASTER KEY WHEN IT ARRIVES...S/O PART DUE MON PROGRAMED IMOBLISER KEY AND WIRELESS DOOR LOCK
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
12/16/2007	----	48,656	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0156312	$0.00

Condition 1
Op Code Desc: NAVIGATION COMPUTER
NAVIGATION IS NOT READING CORRECTLY SHOWS CUST IN LAKE AT TIMES PLEASE CHECK AND REPAIR CODE 58-13, UPDATED NAV DISC, TSIB EL013-06 ORDERED
Pay Type: INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

TOY-RQ-05D-00000373

UPDATED L

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
12/02/2007	----	48,599	LEXUS OF BELLEVUE-(64602)	ERICKSON, M	0154677	$320.68

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc: CERTIFIED PRE-OWNED PDI
PLEASE DO CERTIFIED USED CAR INSPECTION. FILL OUT LEXUS CERTIFIED CHECK SHEET. REPORT ANY PROBLEMS AND NOTE ON WORK ORDER REPAIRS NEEDED REPLACED ENGINE OIL AND FILTER,FRONT TIRES:3/32 REAR TIRES:3/32,FRONT BRAKES:10MM,REAR BRAKES:9MM CABIN AIR FILTER,ENGINE AIR FILTER,4 TIRES LCI COMPLETED

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc:
PLEASE DO SECURITY ETCH ON WINDOWS OF VEHICLE. COMPLETED ETCH ON VEHICLE, SECURITY NUMBER IS BELOW. NSD674058

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
11/29/2007	----	48,580	LEXUS OF BELLEVUE-(64602)	STAHNKE, M	0154395	$0.00

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc:
PLEASE PERFORM 45,000 MILE SERVICE SERVICE DUE BY TIME OR MILEAGE GUEST DECLINES TIRES AT THIS TIME. COMPLETED 45,000 MILE SERVICE REPLACED ENGINE OIL AND FILTER TOPPED OFF ALL FLUID LEVELS BATTERY TEST RESULTS: GOOD FRONT TIRES: 3/32NDS (TO WEAR BAR) 5/32NDS (TOTAL) REAR TIRES: 4/32NDS (TO WEAR BAR) 6/32NDS (TOTAL) ROTATE TIRES- YES SET TIRE PRESSURE TO

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc:
PLEASE ORDER ALL WEATHER RECALL MATS RECALL MATS HAVE CHECKED WITH PARTS DEPARTMENT AND UPDATED FLOOR MATS ARE NOT AVAILABLE FOR ORDER YET. WILL NOTIFY WHEN AVAILABLE

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
08/29/2007	----	41,214	LEXUS OF BELLEVUE-(64602)	CORNEL, R	0144500	$233.45

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc:
PLEASE PERFORM 40,000 MILE SERVICE BRAKES FT 8MM REAR 8MM TIRES SET AT 32PSI FT 4/32 REAR 3/32 COOLANT -34 BATTERY GOOD BOOK STAMPED CHANGED ENGINE OIL AND FILTER CHECKED AND ADJUSTED TIRE PRESSURE, INCLUDING SPARE PERFORMED BATTERY LOAD TEST INSPECTED ALL SUSPENSION AND DRIVE TRAIN COMPONENTS CHECKED AND ADJUSTED ALL FLUID LEVEL AS NEEDED INSPECTED OPERATION OF INTERIOR AND EXTERIOR L

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/10/2007	----	24,483	LEXUS OF BELLEVUE-(64602)	FORSTROM, R	0120894	$0.00

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc:
OTHERS

Op Code Desc:
OTHERS ~|~GUEST STATES CAR WAS OUT OF CONTROL. STUCK AT 4-5K RPMS HE WAS DRIVING 120 TO 140 MPH AND BRAKES DID NOT SLOW HIM DOWN. SCARED HIM. HE HAD CAR TOWED IN BECAUSE HE WAS SO SCARED THAT THE CAR WAS OUT OF CONTROL ~|~DIAGNOSTIC SPECIALIST INSPECTED VEHICLE. NO ABNORMAL ACCEL-ERATION OCCURRING AT THIS TIME. INSTALLED SCAN TOOL AND CHECKED DTC'S, NONE PRESENT. CONFIRMED PROPER ETCS OPERATION INSPECTED BRAKES AND FOUND FRONT AND REAR BRAKES ARE WORN TO 0MM. BRAKE CALIPE ~|~INSPECTED BY FTS 1/10/2007 CHECK ALL DTCS, NO APPLICABLE ENGINE CONTROL, TRANSMISSION OR BRAKE CODES. ACTIVE TEST ETCSI. AFTER INSPECTION, NO MATERIAL DEFECTS FOUND. RECOMMEND THE FOLLOWING COMPONENTS BE REPLACED: ROTORS, PADS CALIPERS, HARDWARE KITS, SHI
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
11/07/2006	----	19,924	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0116757	$206.00

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc: 20000 MILE SERVICE NON WARRANTY-NON OEM
20000 MILE SERVICE NON

Op Code Desc:
20000 MILE SERVICE NON WARRANTY-NON OEM ~|~CUSTOMER REQUESTS 20000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~20000
Agreement ----

TOY-RQ-05D-00000374

MILE SERV :RFORMED ROTATED TIRES SET TO 35 PSI DEP 7/32 TOPPED \
FLUIDS.CHANGE OIL,FILTER AND GASKET. BRAKE AT 7MM BATTERY IS GOOD.
REPLACED CABIN FILTER WARRANTY-NON OEM

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
09/28/2006	----	15,485	LEXUS OF BELLEVUE-(64602)		0113398	$134.00

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc:
15000 MILE SERVICE NON WARRANTY ~|~CUSTOMER REQUESTS 15000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~15000 MILE SERVICE PERFORMED TIRES AT 7/32 32PSI TIRES ROTATED BRAKES AT F-9MM R-8MM FLUID LEVELS GOOD COOLANT PROTECTION -34F BATTERY GOOD AIR FILTER GOOD LIGHTS GOOD NEW WINDOW STICKER LOG UPDATED RESET REMINDERS WASH AND VAC THANK YOU JASON WARRANTY

Op Code Desc: 15000 MILE SERVICE NON WARRANTY
15000 MILE SERVICE NON

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
08/04/2006	----	10,012	LEXUS OF BELLEVUE-(64602)		0108163	$214.00

Condition 1 — **Pay Type:** CUSTOMER PAY
SSC No. ----
Agreement ----

Op Code Desc: 10000 MILE SERVICE NON WARRANTY-NON OEM
10000 MILE SERVICE NON

Op Code Desc:
10000 MILE SERVICE NON WARRANTY-NON OEM ~|~CUSTOMER REQUESTS 10000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~10000 MILE SERVICE PERFORMED ROTATED TIRES. TIRES SET TO 32 PSI. TIRE TREADS ARE AT F 9/32 R 8/32 BRAKE PADS ARE AT F 10MM R 10MM PERFORMED OIL CHANGE WITH NEW FILTER AND GASKET. CHECKED AND TOPPED OFF ALL FLUID LEVELS. INSTALLED NEW HVAC FILTER R WARRANTY-NON OEM

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
06/20/2006	----	5,161	LEXUS OF BELLEVUE-(64602)	STEVENS, G	0104156	$68.00

Condition 1 — **Pay Type:** WARRANTY PAY
SSC No. ----
Agreement ----

Op Code Desc: 5,000 MILE SERVICE
5,000 MILE SERVICE

Op Code Desc:
5,000 MILE SERVICE ~|~CUSTOMER REQUESTS 5000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~5000 MILE SERVICE PERFORMED ROTATED TIRES SET TO 35 PSI DEP 10/ 32 CHANGE OIL,FILTER AND GASKET, BRAKE AT 10MM BATTERY IS GOOD.

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
05/03/2006	----	256	LEXUS OF BELLEVUE-(64602)	SMALLWOOD, M	0100229	$0.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc:
OTHER NON-OEM CLEANING/ PROTECTING PREPARATION ~|~PERFORM PAINT PROTECTION ONLY. ~|~PER PURCHASE REQUEST ~|~PAINT, FABRIC, AND/OR LEATHER PROTECTANT APPLIED PROTECTING PREPARATION

Op Code Desc: OTHER NON-OEM CLEANING/ PROTECTING PREPARATION
OTHER NON-OEM CLEANING/

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/26/2006	----	27	LEXUS OF BELLEVUE-(64602)	AUST, R	0099539	$209.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc:
NON WARRANTABLE OPERATION CODE ~|~ETCH ~|~ ~|~271731832 NON WARRANTABLE OPERATION CODE

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY
SSC No. ----
Agreement ----

Op Code Desc:
PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES ~|~PDI ~|~ ~|~PDS COMPLETED ALL ALTITUDES

Op Code Desc: PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES
PRE-DELIVERY SERVICE FOR USA

Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/26/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A004620	$38.00

Condition 1 — **Pay Type:** WARRANTY PAY

TOY-RQ-05D-00000375

Op Code Desc:

SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/23/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A001130	$38.00

Condition 1

Pay Type: WARRANTY PAY
SSC No. ----
Agreement ----

Op Code Desc:

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/22/2006	----	0.0	TLS OPERATIONS MGR/PM-05-(63899)		A006860	$66.25

Condition 1

Pay Type: WARRANTY PAY
SSC No. ----
Agreement ----

Op Code Desc:

CP Estimate for:

Pads, ~~Shim~~
Shim kits
Hdwe kits
Rotors
Calipers
Fluid & Bleed
Brake shoes & Hdwe

RO Doc:

Inspected by FTS 1/10/07

Check all DTCs, no applicable engine control, transmission or brake codes. Active test ETCS-i.
After inspection, no material defects found.

Reccomend the following components be replaced: Rotors, Pads, Calipers, Hardware kits, Shim kits. Additional components may be necessary after inspection.

These repairs are recommended due to high heat effects.

This repair is not related to a defect in materials or workmanship and therefore not warrantable.

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625–132nd Ave. NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
14875	RYAN FORSTROM 16821	401N	01/10/07	LECS120894

	LABOR RATE	LI[redacted]	MILEAGE	COLOR	STOCK NO.
[redacted] BELLEVUE, WA [redacted]			24,483	/	071001

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
07/LEXUS/ES 330/4DR SDN	04/30/06	30

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
J T H B J 4 6 G 5 7 2 [redacted]	3202	

F. T. E. NO.	P. O. NO.	R. O. DATE	
		12/28/06	REPRINT# 3

[redacted] [redacted] COMMENTS MO: 24483

JOB# 1 CHARGES----------

LABOR----------

J# 1+08LEZ ENGINE TECH(S) 332 0.00

GUEST STATES CAR WAS OUT OF CONTROL. STUCK AT 4-5K RPMS
HE WAS DRIVING 120 TO 140 MPH AND BRAKES DID NOT SLOW
HIM DOWN. SCARED HIM. HE HAD CAR TOWED IN BECAUSE
HE WAS SO SCARED THAT THE CAR WAS OUT OF CONTROL
DIAGNOSTIC SPECIALIST INSPECTED VEHICLE. NO ABNORMAL ACCEL-
ERATION OCCURRING AT THIS TIME. INSTALLED SCAN TOOL AND
CHECKED DTC'S. NONE PRESENT. CONFIRMED PROPER ETCS OPERATION
INSPECTED BRAKES AND FOUND FRONT AND REAR BRAKES ARE WORN TO
0MM. BRAKE CALIPERS' BOOTS ARE MELTED AND ROTORS ARE SCORED.
CONTACTED TAS (CASE #TA063620146). DO NOT RECOMMEND DRIVING
VEHICLE WITH BRAKES IN CURRENT CONDITION.
INSPECTED BY FTS 1/10/2007
CHECK ALL DTCS. NO APPLICABLE ENGINE CONTROL, TRANSMISSION
OR BRAKE CODES. ACTIVE TEST ETCSI. AFTER INSPECTION, NO
MATERIAL DEFECTS FOUND.
RECOMMEND THE FOLLOWING COMPONENTS BE REPLACED: ROTORS, PADS
CALIPERS, HARDWARE KITS, SHIM KITS. ADDITIONAL COMPONENTS
MAY BE NECESSARY AFTER INSPECTION.
THESE REPAIRS ARE RECOMMENDED DUE TO HIGH HEAT EFFECTS.
THIS REPAIR IS NOT RELATED TO A DEFECT IN MATERIALS OR
WORKMANSHIP AND THEREFORE NOT WARRANTABLE PER FTS.
DSPM AND FTS MET WITH CUSTOMER TO ADVISE OF ABOVE FINDINGS
CUSTOMER DECLINED REPAIRS. FINAL RO COPY MAILED TO CUSTOMER

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LECS JOB# 1 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
COMMENTS----------
NIGHT DROP
DELETED OPERATION(S)----------
00LEZ025 25000 MILE SERVICE

TERMS AND CONDITIONS

I hereby authorize the repair work along with the necessary materials, by my signature. I agree that Lexus of Bellevue will not be responsible for loss or damages to vehicles or articles left in vehicle in case of fire, theft or any other cause beyond their 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 the vehicle described on the reverse side of this repair order to secure the amount of repairs thereto. In the event it is necessary that Lexus of Bellevue commence suit to collect any sums due under this work order, Lexus of Bellevue will be entitled to judgment in addition to those sums, their costs, and reasonable attorney's fees. The customer further agrees that the venue of such action shall be in the Superior Court of the State of Washington for King County.

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. Lexus of Bellevue 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 part(s) and/or service. Buyer shall not be entitled to recover from Lexus of Bellevue any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

Service and Parts Hours
Mon. - Sat. 7 am - 6 pm
For Your Convenience Please Call
Us For Roadside Mobile Service

X _____

Make Your Next Service Appointment With Us At:

www.lexusofbellevue.com

Thank You!
We Sincerely Appreciate Your Business!

www.lexusofbellevue.com

Reynolds and Reynolds ERAINTINVE GQ513478 Q (03/05)

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 01:40pm

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
Bellevue, WA 98004
425-213-1818

Service Center
1625–132nd Ave. NE
Bellevue, WA 98005
425-213-1919

www.lexusofbellevue.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
14875	RYAN FORSTROM 16821	401N	01/10/07	LECS120894

[redacted]
BELLEVUE, WA [redacted]

LABOR RATE	L[redacted]	MILEAGE	COLOR	STOCK NO.
		24,483	/	071001

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
07/LEXUS/ES 330/4DR SDN	04/30/06	30

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
J T H B J 4 6 G 5 7 2 [redacted]	3202	

F. T. E. NO.	P. O. NO.	P. O. DATE	
		12/28/06	REPRINT# 3

R[redacted] [redacted]

COMMENTS

MO: 24483

TOTALS

```
*************************************************
*                                               *
*  [ ] CASH    [ ] CHECK   CK NO. [        ]    *
*                                               *
*  [ ] VISA    [ ] MASTERCARD    [ ] AMEX       *
*                                               *
*                                               *
*************************************************
```

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!!
PLEASE ASK ABOUT OUR MOBILE
SERVICE VISITS!!!

CUSTOMER SIGNATURE

www.lexusofbellevue.com

TERMS AND CONDITIONS

I hereby authorize the repair work along with the necessary materials, by my signature. I agree that Lexus of Bellevue will not be responsible for loss or damages to vehicles or articles left in vehicle in case of fire, theft or any other cause beyond their control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

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AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. Lexus of Bellevue 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 part(s) and/or service. Buyer shall not be entitled to recover from Lexus of Bellevue any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

Service and Parts Hours
Mon. - Sat. 7 am - 6 pm
For Your Convenience Please Call
Us For Roadside Mobile Service

X _____

Make Your Next Service Appointment With Us At:

www.lexusofbellevue.com

Thank You!
We Sincerely Appreciate Your Business!

Reynolds and Reynolds ERAINTINVE GQ513476 Q (03/05)

CUSTOMER COPY

[END OF INVOICE] 01:40pm

LEXUS OF BELLEVUE

Sales Center
11058 Main Street
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425-213-1818

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425-213-1919

www.lexusofbellevue.com

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
00LEZ025	25000 MILE SERVICE	MI	0.00				

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
11/07/06	116757	19923	357	11627	C	00LEZ020	20000 MILE SERVICE
09/28/06	113398	15484	15835	10126	C	00LEZ015	15000 MILE SERVICE
08/04/06	108163	10011	14715	262	C	00LEZ010	10000 MILE SERVICE
06/20/06	104156	5160	357	11627	W	00LEZ005	5,000 MILE SERVICE
05/03/06	100229	256	307	399	I	33LEZPFL	PAINT/FABRIC/LEATHER
04/25/06	99539	2	229	5455	I	31LEZ-NEWPDS	PRE-DELIVERY INSPECT

SALESPERSON NO. 11601 VLADISLOV TSELNIK **S E R V I C E** STATE REG# ?

VEHICLE ID NO. JTHBJ46G572[redacted] | YEAR/MAKE/MODEL 07/LEXUS/ES 330/4DR SDN | PRODUCTION DATE | STOCK NO. 071001 | [redacted] | R. O. NO. 120894

[redacted]
BELLEVUE, WA 98006

CUSTOMER NO. 14875 | SERVICE CONTRACT | DELIVERY DATE 04/30/06 | DELIVERY MILES 30 | SELLING DEALER NO. 3202 | R. O. DATE 12/28/06

COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO. 401N

TURBO	M/MC	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
	LEZZ				24,483	16821	RYAN FORSTROM

RESIDENCE PHONE [redacted] | BUSINESS PHONE [redacted]

TIME RECEIVED	DATE/TIME PROMISED		PRIORITY
06:49am	12/28/06	10:00am	5

CELL PHONE

E-MAIL

X

As Is: The only warranties applying to this part(s) are those which may be offered by the manufacturer. LEXUS OF BELLEVUE, 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 part(s) and/or service.
Buyer shall not be entitled to recover from LEXUS OF BELLEVUE any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income, or any other incidental damages.

Terms and Agreements
I hereby authorize the repair work along with the necessary materials by my signature on the reverse side of this repair order.
I agree that LEXUS OF BELLEVUE will not be responsible for loss or damages to vehicles or articles left in vehicle in case of fire, theft or any other cause beyond their 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 the streets, highways or elsewhere for the purpose of testing and/or inspection.
An express mechanic's lien is hereby acknowledged on the vehicle described to secure the amount of repairs thereto.
In the event it is necessary that LEXUS OF BELLEVUE commence suit to collect any money due under this work order, LEXUS OF BELLEVUE will be entitled to judgment in addition to those sums their costs, and reasonable attorney's fees. The customer further agrees that the venue of such action shall be in the Superior Court of the State of Washington for King County.

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00

X _____

COMMENTS : NIGHT DROP

1 ~~CP 00LEZ025 25000 MILE SERVICE~~
CUSTOMER REQUESTS 25000 MILE SERVICE

2 + W 08LEZ ENGINE
GUEST STATES CAR WAS OUT OF CONTROL. STUCK AT 4-5K RPMS HE WAS DRIVING 120 TO 140 MPH AND BRAKES DID NOT SLOW HIM DOWN. SCARED HIM. HE HAD CAR TOWED IN BECAUSE HE WAS SO SCARED THAT THE CAR WAS OUT OF CONTROL

0636201460

CASH 47389 50020 (4) CAL 47730 33340
CAL 47750
FITS 04947 33140 CAL 47830 33210
04948 33030 CAL 850
SHIMS 04945 33260
04946 33040 PAD 04465 33450
ROTOR 43512 33130 (2) PAD 04466 33160
42431 06110 (2)

YOU ARE ENTITLED TO A WRITTEN PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. YOU ARE ALSO ENTITLED TO REQUIRE THE REPAIR FACILITY TO OBTAIN YOUR ORAL OR WRITTEN AUTHORIZATION TO EXCEED THE WRITTEN PRICE ESTIMATE. YOUR SIGNATURE OR INITIALS WILL INDICATE YOUR SELECTION.

☐ 1. I request an estimate in writing before you begin repairs. Contact me if the price will exceed this estimate by more than ten percent.

☐ 2. Proceed with repairs but contact me if the price will exceed

$ _____

☐ 3. I do not want a written estimate.

Date _____ Time _____

X _____ (initials or signature)

REVISED ESTIMATE $			
DATE	TIME	APPROVED BY	EMPLOYEE

REVISED ESTIMATE $			
DATE	TIME	APPROVED BY	EMPLOYEE

SAVE USED PARTS
YES ☐ NO ☐

Reynolds and Reynolds ERWIN/WODE (GO61800 0 (0808)

PAGE 1 OF 1 REPRINT # 1 SERVICE FILE COPY 120894

www.lexusofbellevue.com

Tag# 401

Walk-Around Inspection

O'BRIEN

Guest Name [redacted]

Best Available Phone # [redacted]

Email

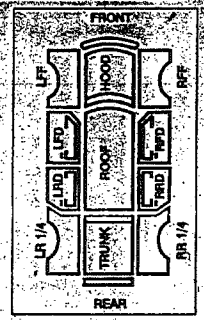
Date 7-28

Miles 24483

Plate [redacted]

VIN

	YES	NO
Service Contract Eligible	☒	☐
Tires Need Replacing	☐	☐
Wheel Alignment	☐	☐
Balance Tires	☐	☐
Transmission Flush	☐	☐
Windshield Repairs	☐	☐
Body Dent Repairs	☐	☐
Detail Full	☐	☐
Please return old parts	☐	☐
History checked	☒	☐



Customer hereby acknowledges inspection was performed and applicable estimates were received:

X

TOY-RQ-05D-00000381

12/28/2006
12:11:32

PICKING TICKET

NET31
PAGE 1

INVOICE# RO120894
CUST# 14875
BILL TO [redacted]
SHIP TO
SOLD BY DAVID F

CUST PO#

QORD	QSHP	PART# / DESCRIPTION		BIN	JB	PF
1	0	04466-33160	PAD KIT, DISC BRA	102	2	
2	0	42431-33130	DISC, RR	112	2	
1	1	47830-33210	CYLINDER ASSY,	117	2	
~~1~~	~~1~~	~~90430-12~~031	GASKET	CHEM M07D	1	
~~1~~	~~1~~	~~04152-YZZA1~~	REPLACEABLE ELEME	CHEM M07D	1	
1	0	04465-33450	PAD KIT, DISC BRA	SPORD	2	
1	0	47850-33210	CYLINDER ASSY, RR	SPORD	2	
1	0	47750-33340	CYLINDER ASSY, DI	SPORD	2	
1	0	47730-33340	CYLINDER ASSY, DI	SPORD	2	
2	0	43512-33130	DISC, FR	SPORD	2	
1	0	04946-33040	SHIM KIT, ANTI SQ	SPORD	2	
1	0	04945-33260	SHIM KIT, ANTI SQ	SPORD	2	
1	0	04948-33030	FITTING KIT, DISC	SPORD	2	
1	0	04947-33240	FITTING KIT, DISC	SPORD	2	
8	0	47389-50020	GASKET, FLEXIBLE	SPORD	2	

EASTERN AREA

[redacted]

Case Report - 200708230077

Customer/Caller Summary:

Customer Name/Address: [redacted]
Middle Village , NY [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Brake Pedal- Brakes; Other-Please Specify
Case Type:	Legal Accident
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Brake Pedal- Brakes
Condition:	Other-Please Specify
VIN:	JTHCK262872[redacted]
Dofu:	04/02/2007
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	IS 250
Region:	Eastern
District:	0
Dealer 1:	Tms-Lexus (vehicles), 62999
Selling Dealer:	Lexus Of Manhattan, 63110

Case History:

Caller Seeks: would like the veh to be inpsected by Lexus.
CAC Stated: I adv I would set up a PIR case.

*** PHONE LOG 08/23/2007 06:39:57 AM ABeltran
Please see case 200708201074. Rich SM clld & adv the cust needs to have a PIR completed, per Brant. Cust veh would not stop while she was driving. veh is currently at Rallye Lexus.

*** SUBCASE 200708230077-1 CREATED 08/23/2007 01:48:35 PM ABeltran

*** NOTES 08/24/2007 09:43:46 AM LRyan330
Inspection is scheduled for 8/30/2007.

*** NOTES 08/24/2007 09:49:08 AM LRyan330
Left msg for A Beltran with inspection date and to inform customer that car needs to be at Lexus of Queens for inspection.

*** PHONE LOG 08/24/2007 10:28:55 AM ABeltran Action Type: Outgoing call
Clld the cust & adv Lexus will inspect the veh on 8/30. Cust requested it to be sooner. I apol Lexus would not be able to do it sooner this is the 1st avail. I explained the FTS do travel. Cust understands & thanked me for calling. i adv I will f/u on 8/31.

*** NOTES 08/24/2007 11:19:46 AM ABeltran
Notes Added: I verified w/the cust the veh will be taken to Lexus of queens.

*** PHONE LOG 08/24/2007 11:21:40 AM ABeltran Action Type: Outgoing call
Verified w/Rich SM the veh is at Lexus of queens

*** NOTES 08/31/2007 12:56:01 PM ABeltran
LM for Lorraine Ryan 973-428-7623 to ck on appt status for the FTS.

*** PHONE LOG 08/31/2007 12:57:16 PM ABeltran Action Type: Outgoing call
Tried to call the cust a recording adv the machine was off **********if cust c/b please adv I do not

have a date yet for the FTS to look at the veh. Please adv I will f/u next week.

*** PHONE LOG 09/04/2007 10:56:53 AM ABeltran Action Type: Outgoing call
Spoke w/Lorraine Ryan she adv there is not date yet set for the FTS inspection. She will give the FTS a call & then f/u once there is a date.

*** NOTES 09/04/2007 11:18:07 AM LRyan330
2nd Request today for inspection date.

*** NOTES 09/04/2007 12:38:23 PM LRyan330
FTS sent email stating that he inspected vehicle on 8/30/07 at Lexus of Queens.

*** NOTES 09/05/2007 07:35:45 AM LRyan330
EASTERN AREA CLOSE NOTES: Lorraine Ryan, CS Analyst. Vehicle was inspected by Area FTS on 8/30/07 and report has been completed.

*** PHONE LOG 09/05/2007 11:26:45 AM ABeltran Action Type: Outgoing call
Spoke w/Troy Higa in legal he adv to send the case to them & forward the PIR. I adv I would let the cust know legal would be calling.

*** PHONE LOG 09/05/2007 11:27:32 AM ABeltran Action Type: Outgoing call
Clld the cust & adv the inspection had been completed & our Legal department would be contacting her. Cust adv she is very dissat w/the veh. I apol to her for her dissat.

*** SUBCASE 200708230077-1 CLOSED 09/05/2007 11:28:16 AM ABeltran

*** CASE CLOSE 09/05/2007 11:28:19 AM ABeltran
Legal will be contacting the cust.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	09/05/2007 11:28:19 AM	ABeltran	Status = Closed, Resolution Code = Full, State = Open.
Subcase Close	09/05/2007 11:28:16 AM	ABeltran	Number = 200708230077-1, Status = Action CAC, Resolution Code = Full..
Modify	09/05/2007 11:27:47 AM	ABeltran	into WIP default and Status of Action CAC.
Rule Action	09/05/2007 11:27:43 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	09/05/2007 11:27:38 AM	ABeltran	Case grabbed from LRyan330 to ABeltran's default WipBin.
Chg Status	09/05/2007 11:27:38 AM	ABeltran	Case yanked
Phone Log	09/05/2007 11:27:32 AM	ABeltran	Start = 09/05/2007 11:26:46 AM, End = 09/05/2007 11:27:32 AM, Contact = [redacted]
Phone Log	09/05/2007 11:26:45 AM	ABeltran	Start = 09/05/2007 11:25:48 AM, End = 09/05/2007 11:26:45 AM, Contact = [redacted]
Dispatch	09/05/2007 07:36:18 AM	LRyan330	from WIP default to Queue Eastern Area Close.
Rule Action	09/05/2007 07:35:56 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	09/05/2007 07:35:45 AM	LRyan330	Log notes.
Rule Action	09/04/2007 12:38:33 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	09/04/2007 12:38:23 PM	LRyan330	Log notes.
Rule Action	09/04/2007 11:18:10 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	09/04/2007 11:18:07 AM	LRyan330	Log notes.
Phone Log	09/04/2007 10:56:53 AM	ABeltran	Start = 09/04/2007 10:56:01 AM, End = 09/04/2007 10:56:53 AM, Contact = [redacted]
Phone Log	08/31/2007 12:57:16 PM	ABeltran	Start = 08/31/2007 12:57:12 PM, End = 08/31/2007 12:57:16 PM, Contact = [redacted]
Notes	08/31/2007 12:56:01 PM	ABeltran	Log notes.
Phone Log	08/24/2007 11:21:40 AM	ABeltran	Start = 08/24/2007 11:21:20 AM, End = 08/24/2007 11:21:40 AM, Contact = [redacted]
Notes	08/24/2007 11:19:46 AM	ABeltran	Log notes.

Phone Log	08/24/2007 10:28:55 AM	ABeltran	Start = 08/24/2007 10:25:58 AM, End = 08/24/2007 10:28:55 AM, Contact = [redacted]
Rule Action	08/24/2007 09:49:14 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	08/24/2007 09:49:08 AM	LRyan330	Log notes.
Rule Action	08/24/2007 09:43:50 AM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	08/24/2007 09:43:46 AM	LRyan330	Log notes.
Rule Action	08/24/2007 09:37:48 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	08/24/2007 09:37:38 AM	LRyan330	Case grabbed from ABeltran to LRyan330's default WipBin.
Chg Status	08/24/2007 09:37:38 AM	LRyan330	Action Region
Chg Status	08/23/2007 01:48:39 PM	ABeltran	Case sent to region: Eastern
Modify	08/23/2007 01:48:38 PM	ABeltran	into WIP default and Status of Action CAC.
Dispatch	08/23/2007 01:48:38 PM	ABeltran	Action Region to Eastern
Admin Subcase	08/23/2007 01:48:35 PM	ABeltran	Number = 200708230077-1, Created in WIP default with due date 08/24/2007 01:48:31 PM..
Modify	08/23/2007 06:41:24 AM	ABeltran	into WIP default and Status of Action CAC.
Modify	08/23/2007 06:40:03 AM	ABeltran	into WIP default and Status of Action CAC.
Modify	08/23/2007 06:39:57 AM	ABeltran	into WIP default and Status of Action CAC.
Phone Log	08/23/2007 06:39:57 AM	ABeltran	Start = 08/23/2007 06:04:01 AM, End = 08/23/2007 06:39:57 AM, Contact = [redacted]
Create	08/23/2007 06:04:01 AM	ABeltran	Contact = [redacted], Priority = Customer, Status = Action CAC.

Case Report - 200708201074

Customer/Caller Summary:

Customer Name/Address: [redacted]
Middle Village , NY [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Brake Pedal- Brakes; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Brake Pedal- Brakes
Condition:	Other-Please Specify
VIN:	
Dofu:	
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	ES 350
Region:	Eastern
District:	03
Dealer 1:	Lexus Of Queens, 63132
Selling Dealer:	

Case History:

Caller Seeks: To document her experience at Lexus HQ.
CAC Stated: I apologized to cust for her experience and advised I have doc her experience here at Lexus HQ.

*** PHONE LOG 08/20/2007 12:12:17 PM JZamora
Caller states: she was on the highway going 60mph and the veh would not stop. Cust sts she had to shift the veh to a different gear to stop the veh. Cust sts no one has been able to assist her, and Lexus Of Queens advised they could not deliver a loaner veh to her, and that she will have to go to the dlr if she needed a loaner veh. Cust did not have VIN, and she was not sure of the yr and model of the veh.

*** NOTES 08/20/2007 12:13:35 PM JZamora
I offered to call the dlr to inquire if a loaner veh can be delivered to her, and cust did not want me to do that. I inquired how I can assist cust, and cust sts she did not want my help. Cust was not clear on what she was seeking, and them simply thanked me and ended the conversation.

*** CASE CLOSE 08/20/2007 12:14:20 PM JZamora
I offered to call the dlr to inquire if a loaner veh can be delivered to her, and cust did not want me to do that. I inquired how I can assist cust, and cust sts she did not want my help. Cust was not clear on what she was seeking, and them simply thanked me and ended the conversation.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	08/20/2007 12:14:20 PM	JZamora	Status = Closed, Resolution Code = Full, State = Open.
Modify	08/20/2007 12:14:05 PM	JZamora	into WIP default and Status of Action CAC.
Modify	08/20/2007 12:13:36 PM	JZamora	into WIP default and Status of Action CAC.
Notes	08/20/2007 12:13:35 PM	JZamora	Log notes.
Phone Log	08/20/2007 12:12:17 PM	JZamora	Start = 08/20/2007 12:08:37 PM, End = 08/20/2007 12:12:17 PM, Contact = [redacted]
Create	08/20/2007 12:08:37 PM	JZamora	Contact = [redacted], Priority = Customer,

Status = Action CAC.

[redacted]

2007-11-43568
CLAIM

TOY-RQ-05D-00000389

230177

Case Report - 200711050690

Customer/Caller Summary:

Customer Name/Address: [redacted]
Slinger, WI [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Gas Pedal/Linkage- Engine; Other-Please Specify
Case Type:	Accident
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Gas Pedal/Linkage- Engine
Condition:	Other-Please Specify
VIN:	JTEBT17R750[redacted]
Dofu:	09/30/2005
Current Miles:	32700
Incident Miles:	32700
Model Year:	2005
Model Name:	4 Runner
Region:	Chicago
District:	G
Dealer 1:	Wilde Toyota, 48030
Selling Dealer:	Russ Darrow Toyota, 48049

Case History:

Caller Seeks: To have veh repaired & ltr in writing sts in future if concern occurs the matter will be covered under warr & tow reimb.

CAC Stated: This is being case managed, please see notes for details, cust f/u eob 11/7

*** PHONE LOG 11/05/2007 10:06:57 AM KThomas
Caller states: Has not had good experience w/toy veh. Cust sts 11/2/07 @ 32700mi the accelerated was stuck & veh towed to dlr 11/02/07 dlr sts mat was stuck under the mat & tow not covered & dlr dup the concern w/mat under the gas pedel. Cust sts the pedal was braced to flr & when braking veh was still accelerating. Cust sts heard a pop. Cust spk w/SM Bill. Cust registered owner & only pass.

*** NOTES 11/05/2007 10:06:58 AM KThomas
Cust sts clear sunny day @ around noon on Hwy 18 city's main strip & lunch traffic. Cust was wearing seatbelts & speed prior to braking from acceleration was 25-55mph & then pedal stuck & veh continue to accelerated. Speed after breaking was 45-55mph & while foot on brake veh still going. Cust was able to apply brakes before impact but in 6/07 @ xxxxx mi the cust applied brakes & veh jerked fowarded & veh was not taken to dlr for brake concern.

*** NOTES 11/05/2007 10:10:07 AM KThomas
Cust has not experienced the brake concern again. Cust did not hit another veh or property & no warning light on. Cust felt the veh was in cruise control due to driveablilty of the veh. No airbags deployed or airbag warning lights on. Cust sts no flames or smoke but has had a strange odor & dlr unable to dup. Cust only smells the concern in the cust garage like burning rubber. No emergency veh were dispatched to the scene. Veh currently @ dlr.

*** NOTES 11/05/2007 10:13:10 AM KThomas
Cust sks to have the concern repaired correctly & fls the veh is not safe & fls the dlr was not being truthful about the mat being the concern. Cust sts claiming product liabilty & wants the tow bill covered that tow company provided to SM/Bill. The tow company was Express Towing on Arcadian in Waukesha, WI & cust not sure of the amount. Cust also sks to have something in writing that if the concern occurs in the future the veh will be under warr due to cust has infant.

*** NOTES 11/05/2007 10:17:45 AM KThomas
Cust sts veh was purchased new & financed w/TFS. Cust has not contacted insurance company. Ncr apol & if cust was okay & if the mats were fac or afermarket & was the mat attached to floor base w/no movement allowed & was there any visual obstruction & condition of the weather. Ncr opened to CM, adv cust eob 1 day. Ncr dispatched case to toyota resolution team.

*** SUBCASE 200711050690-1 CREATED 11/05/2007 01:25:55 PM BRapadas1

*** PHONE LOG 11/06/2007 08:05:47 AM BRapadas1 Action Type: Outgoing call
OUTBOUND DLR CALL
NCR called for history and copies of the ROs. ASM adv SM would be the best person to speak to however SM (Mike) is unavail. NCR l/m asking for call back.

*** NOTES 11/06/2007 09:26:11 AM BRapadas1
INTERNAL RESEARCH
As per KM no SSC at this time. TSB which may be applicable BR004-06 (inconsistent/unusual brake feeling).

*** PHONE LOG 11/06/2007 10:29:16 AM BRapadas1 Action Type: Incoming call
INBOUND DLR CALL
SM Mike sts veh is in dlr now. Sts DSPM John Knight paid for tow under warr. Dlr inspected brakes, no codes stored, and road tested no issues found. Sts found floor matts (carpet) were turned upside down & not secured by clips. SM sts they have digital photos showing how floor mats were incorrectly used. (RO#554907, Date 11/2/07, Milesage 32766) SM sts they removed mats, installed them correctly, and test drove veh. Sts veh was operating properly & safetly at that time. Sts cust wanted to tow veh to Russ Darrow Toy but as per FTS Joe, towing should go to Wilde Toy. Adv case will be forwarded to legal but would like pictures sent directly to NCR email in order to attach to case. NCR also requested RO.

OUTBOUND REGION CALL
NCR called to speak DSPM John Knight who was unavail. NCR l/m asking for call back.

*** NOTES 11/06/2007 10:33:25 AM BRapadas1
ATF- Rightfax- Dated/Rcvd: 11/6/07. Wilde Toyota faxed 2 pg RO

*** PHONE LOG 11/06/2007 11:11:08 AM BRapadas1 Action Type: Incoming call
INBOUND REGION CALL
NCR spoke to DSPM John who adv he did pay for tow. Sts was not aware that this was accident case. Sts for cust satis he offered to pay for tow. Sts there are pictures that indicate the floor mats were incorrectly installed. Sts the customer claims the tow truck driver flipped them over but pictures indicate both driver & passenger sides were flipped. Sts cust has had a buy back previously.

*** NOTES 11/06/2007 01:09:56 PM BRapadas1
INTERNAL EMAIL
NCR emailed CHargrave (legal) 3 photos of floor mats.

*** PHONE LOG 11/06/2007 01:11:05 PM BRapadas1 Action Type: Outgoing call
OUTBOUND CUST CALL
(Daytime [redacted]) NCR called cust who was unavail. NCR l/m with CEC #, ext 73136 w/hours of avail.

*** NOTES 11/06/2007 02:58:03 PM SGallegos
Cust called back. NCR apol & adv cust CM will return call by EOB day tomorrow. Best number to contact cust is [redacted] after 5pm central

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Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	11/06/2007 02:58:08 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	11/06/2007 02:58:03 PM	SGallegos	Log notes.
Modify	11/06/2007 01:11:13 PM	BRapadas1	into WIP default and Status of Action CAC.
Phone Log	11/06/2007 01:11:05 PM	BRapadas1	Start = 11/06/2007 01:10:59 PM, End = 11/06/2007 01:11:05 PM, Contact = [redacted]
Notes	11/06/2007 01:09:56 PM	BRapadas1	Log notes.
Phone Log	11/06/2007 11:11:08 AM	BRapadas1	Start = 11/06/2007 11:08:18 AM, End = 11/06/2007 11:11:08 AM, Contact = [redacted]
Notes	11/06/2007 10:33:25 AM	BRapadas1	Log notes.
Modify	11/06/2007 10:33:25 AM	BRapadas1	into WIP default and Status of Action CAC.
Modify	11/06/2007 10:29:25 AM	BRapadas1	into WIP default and Status of Action CAC.
Phone Log	11/06/2007 10:29:16 AM	BRapadas1	Start = 11/06/2007 10:11:15 AM, End = 11/06/2007 10:29:16 AM, Contact = [redacted]
Notes	11/06/2007 09:26:11 AM	BRapadas1	Log notes.
Phone Log	11/06/2007 08:05:47 AM	BRapadas1	Start = 11/06/2007 08:04:53 AM, End = 11/06/2007 08:05:47 AM, Contact = [redacted]
Admin Subcase	11/05/2007 01:25:55 PM	BRapadas1	Number = 200711050690-1, Created in WIP default

			with due date 11/06/2007 05:35:48 PM..
Set Originato	11/05/2007 01:25:01 PM	BRapadas1	Set Originator: by BRapadas1
Modify	11/05/2007 01:24:59 PM	BRapadas1	into WIP default and Status of Action CAC.
Chg Status	11/05/2007 01:24:11 PM	BRapadas1	Case yanked
Yanked	11/05/2007 01:24:11 PM	BRapadas1	Case grabbed from KThomas to BRapadas1's default WipBin.
Dispatch	11/05/2007 10:20:04 AM	KThomas	from WIP default to Queue Toyota Resolution Queue.
Modify	11/05/2007 10:19:56 AM	KThomas	into WIP default and Status of Action CAC.
Modify	11/05/2007 10:19:00 AM	KThomas	into WIP default and Status of Action CAC.
Modify	11/05/2007 10:18:21 AM	KThomas	into WIP default and Status of Action CAC.
Notes	11/05/2007 10:17:44 AM	KThomas	Log notes.
Notes	11/05/2007 10:13:10 AM	KThomas	Log notes.
Notes	11/05/2007 10:10:07 AM	KThomas	Log notes.
Notes	11/05/2007 10:06:58 AM	KThomas	Log notes.
Modify	11/05/2007 10:06:57 AM	KThomas	into WIP default and Status of Action CAC.
Phone Log	11/05/2007 10:06:57 AM	KThomas	Start = 11/05/2007 09:59:25 AM, End = 11/05/2007 10:06:57 AM, Contact = [redacted]
Create	11/05/2007 09:59:25 AM	KThomas	Contact = [redacted] Priority = Customer, Status = Action CAC.

TOYOTA

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

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

November 12, 2007

VIA US MAIL

[redacted]
Slinger, WI [redacted]

RE:	**Date of Loss:**	**November 2, 2007**
	Vehicle:	**2005 Toyota 4Runner**
	VIN #:	**JTEBT17R750[redacted]**

Dear Ms. [redacted]

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

It is our understanding that you have reported that you were operating the vehicle when the pedal stuck and the vehicle continued to accelerate.

Your vehicle was inspected by one of our field technicians in regards to your concerns. The vehicle was road tested and found to be operating as designed the brakes and accelerator were functioning properly and within factory specifications.

Both floor mats were found to be flipped over and unattached. It is possible the floor mat could have moved up and interfered with the brake and throttle operation.

We are very sorry about this most unfortunate incident however based on our inspection of your vehicle it has been determined that it was not the result of any type of manufacturing defect. Thank you for allowing us to address your concerns.

Very truly yours,

[redacted]

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

Beth Rapadas/TMS/Toyota
11/06/2007 01:09 PM

To Carole Hargrave/TMS/Toyota@Toyota
cc
bcc
Subject ACCIDENT CASE 200711050690 (Photo 3)

----- Forwarded by Beth Rapadas/TMS/Toyota on 11/06/2007 01:08 PM -----

[redacted]
11/06/2007 10:17 AM

To beth_rapadas@toyota.com
cc
Subject Fwd: (no subject)

-----Original Message-----
From: [redacted]
Bcc: [redacted]
Sent: Mon, 5 Nov 2007 2:46 pm
Subject: (no subject)

Thank you for using easyedgeSM Picture Messaging by U.S. Cellular. See www.uscellular.com for info.

Email and AIM finally together. You've gotta check out free AOL Mail!

Beth Rapadas/TMS/Toyota
11/06/2007 01:08 PM

To Carole Hargrave/TMS/Toyota@Toyota
cc
bcc
Subject ACCIDENT CASE 200711050690 (Photo 2)

----- Forwarded by Beth Rapadas/TMS/Toyota on 11/06/2007 01:08 PM -----

wishan4@aol.com
11/06/2007 10:19 AM

To beth_rapadas@toyota.com
cc
Subject [redacted]

-----Original Message-----
From: [redacted]
Bcc: [redacted]
Sent: Mon, 5 Nov 2007 2:43 pm
Subject: (no subject)

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Email and AIM finally together. You've gotta check out free AOL Mail!

Beth Rapadas/TMS/Toyota
11/06/2007 01:07 PM

To Carole Hargrave/TMS/Toyota@Toyota
cc
bcc
Subject ACCIDENT CASE 200711050690 (Photo 1)

----- Forwarded by Beth Rapadas/TMS/Toyota on 11/06/2007 01:07 PM -----

[redacted]
11/06/2007 10:20 AM

To beth_rapadas@toyota.com
cc
Subject [redacted]

-----Original Message-----
From: [redacted]
To: [redacted]
Sent: Mon, 5 Nov 2007 2:42 pm

Thank you for using easyedgeSM Picture Messaging by U.S. Cellular. See www.uscellular.com for info.

Email and AIM finally together. You've gotta check out free AOL Mail!

FILE START

Case Report - 200711291434

Customer/Caller Summary:

Customer Name/Address: [redacted]

Hopatcong, NJ [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Referrals; Referrals; Other/Not applicable; Not Applicable
Case Type:	General
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Inquiry/Request
Category:	Referrals
Problem Area:	Referrals
Component:	Other/Not applicable
Condition:	Not Applicable
VIN:	JTDKB20U577[redacted]
Dofu:	09/24/2007
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	Prius
Region:	New York
District:	03
Dealer 1:	James Toyota, 29091
Selling Dealer:	James Toyota, 29091

Case History:

Caller Seeks: REPURCHASE OR REPLACEMENT
CAC Stated: Region to follow up with customer

*** PHONE LOG 11/29/2007 04:15:39 PM BSanchez1
==LEMON LAW (NJ)==
Rec.via Inter-Office delivery. Atty J.C. Herritt (KIMMEL & SILVERMAN) sent ltr advising of cust's legal representation pursuant to NJ Lemon Law, Mag-Moss Warranty, UCC & Unfair Trade Practices Act. Atty d/not state what resolution is been sought nor what issues cust has w/veh (veh repair history NOT supplied by Atty). . DO NOT CONTACT CUSTOMER. except to effectuate current repairs.

*** NOTES 11/30/2007 09:30:16 AM JStorrs
Mailed arb ppwk.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	11/30/2007 09:30:16 AM	JStorrs	Log notes.
Rule Action	11/29/2007 04:16:06 PM	rulemgr	Action LLDB Queue Notifier of rule LemonLaw DB Queue fired
Dispatch	11/29/2007 04:16:04 PM	BSanchez1	from WIP default to Queue LLDB.
Modify	11/29/2007 04:16:03 PM	BSanchez1	into WIP default and Status of Action CAC.
Modify	11/29/2007 04:15:39 PM	BSanchez1	into WIP default and Status of Action CAC.
Phone Log	11/29/2007 04:15:39 PM	BSanchez1	Start = 11/29/2007 04:02:56 PM, End = 11/29/2007 04:15:39 PM, Contact = [redacted]
Create	11/29/2007 04:02:56 PM	BSanchez1	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.

[redacted]

CORRESPONDENCE

TOY-RQ-05D-00000399

[redacted]

CAT REGION

TOY-RQ-05D-00000400

Printed by KHagen 01/08/2008 11:45:14 AM

Case Report - 200712180501

Customer/Caller Summary:

Customer Name/Address: [redacted]
New Port News, VA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Driveability; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Driveability
Condition:	Driving Response
VIN:	4T1BF32K42U[redacted]
Dofu:	01/21/2002
Current Miles:	83000
Incident Miles:	83000
Model Year:	2002
Model Name:	Camry
Region:	CAT
District:	E
Dealer 1:	Denbigh Toyota, Inc., 45039
Selling Dealer:	Checkered Flag Toyota, 45009

Case History:

Caller Seeks: to have dlr/toy fix issue ASAP as he will be leaving out of town on 12/19/07
CAC Stated: NCR apol & opened case to CRM. adv CRM will call w/in 3 B/D's & provided case #.

*** PHONE LOG 12/18/2007 09:59:16 AM RSotelo
Caller states: having a porblem for about 2 yrs. sts veh hesitates and jurks when speed up at any speed when releases accelarates. has taken veh to Denbigh Toy and dlr has made attempts to fix issue but has yet not been abel to pin point problem (veh is still at dlr).. Sks to have dlr/toy fix issue ASAP as he will be leaving out of town on 12/19/07. NCR apol & opened case to CRM. adv CRM will call w/in 3 B/D's & provided case #.

*** CASE CLOSE 12/31/2007 01:02:36 PM DLR45039
TOYOTA TECHS FROM CALF CANT FIX VEH RED TAGED VEH TOLD SERV MGR TO PUT MR SCHON IN RENTAL VEH NOT SAFE TO DRIVE

*** NOTES 01/02/2008 07:43:29 AM THarris
Cust c/b & sts spoke to CRM Mr. Hancock. Sts Toy flew out a rep from CA to inspect the veh. Went on vacation, is now back from vacation & the veh is still not rprd. Does not know what to do.
==OUTGOING DLR CALL==NCR spoke to the CRM Mr. Hancock. CRM sts flew out rep from CA. Sts rep bought parts from CA to rpr the veh. Sts veh still is not operating properly. Sts field rep may want to fly the veh back to CA for rpr. Sts put cust in a rental veh until his veh is...

*** NOTES 01/02/2008 07:44:39 AM THarris
...properly rprd.
NCR advd spoke to the CRM. NCR advd to continue working w/ the Svc Mgr. NCR advd dlr is unaware veh is unsafe to drive. Dlr wants to properly rpr the veh before it is returned. NCR advd to continue working w/ the Svc Mgr. NCR advd dlr is doing all they can to address the concerns properly. Cllr thanked.

*** NOTES 01/02/2008 07:46:17 AM THarris
Correction NCR advd dlr is aware veh is unsafe to drive.

*** NOTES 01/02/2008 08:05:12 AM SHernandez
Cllr sts dlr has made several repair attempts and dlr has even had field rep work on veh and dlr cannot

[redacted]

SOUTHERN REGION

Case Report - 200802190732

Customer/Caller Summary:

Customer Name/Address: [redacted]
Atlanta, GA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Driveability; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Driveability
Condition:	Driving Response
VIN:	JTHBJ46G272[redacted]
Dofu:	11/22/2006
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Nalley Lexus-Smyrna, 61001
Selling Dealer:	Nalley Lexus-Smyrna, 61001

Case History:

Caller Seeks: Doc cust veh inspection.
CAC Stated: Adv will forward doc to legal dept.

*** PHONE LOG 02/19/2008 10:07:11 AM JMinami
Per case 200802040267 cust sts '07 ES 350 experienced an acceleration issue. FTS Leonard St Amand sts FCR is completed & will forward info to be dispatched to legal dept so the cust will rcv a response in the mail. FTS sts cust understands he will rcv a response from the legal dept & LCS dept does not need to contact the cust.

*** SUBCASE 200802190732-1 CREATED 02/19/2008 10:07:38 AM JMinami

*** NOTES 02/19/2008 01:28:04 PM JMinami
Rcvd email from FTS Leonard St Amand adv FCR was completed, no accident associated with the cncrn & police report was not filed. Sks to update cust case & forward to TMS Legal for their response to the cust.

*** EMAIL OUT 02/20/2008 08:24:56 AM ZForeman Action Type: External email
Send to: [jaret_minami@toyota.com]
CC List: [jaret_minami@toyota.com]
Cust clld to find out when some one will be contacting him regarding his vehs inspection. Cust sts his dlr rep adv him that a rep from our office would be contacting him in ref to his vehs inspection. Apol and adv cust his veh concerns have been fwd to our legal dept. Cust sts he was unaware that his concerns would be fwd to legal. Cust sts he wants a c/b from our office. Cust sts the dlr is holding his veh hostage. Cust sts he was very happy w/Lexus but he is losing patience. Cust sts he wants a c/b today and he can be reached at [redacted]

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	02/20/2008 08:25:06 AM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	02/20/2008 08:24:56 AM	ZForeman	Email sent to jaret_minami@toyota.com.
Notes	02/19/2008 01:28:04 PM	JMinami	Log notes.

Admin Subcase	02/19/2008 10:07:38 AM	JMinami	Number = 200802190732-1, Created in WIP default with due date 02/22/2008 12:00:00 AM..
Modify	02/19/2008 10:07:11 AM	JMinami	into WIP default and Status of Action CAC.
Phone Log	02/19/2008 10:07:11 AM	JMinami	Start = 02/19/2008 10:00:24 AM, End = 02/19/2008 10:07:11 AM, Contact = [redacted]
Modify	02/19/2008 10:07:10 AM	JMinami	into WIP default and Status of Action CAC.
Create	02/19/2008 10:00:24 AM	JMinami	Contact = [redacted], Priority = Customer, Status = Action CAC.

Case Report - 200802040267

Customer/Caller Summary:

Customer Name/Address: [redacted]

Atlanta, GA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Gas Pedal/Linkage- Engine; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Inquisitive
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Gas Pedal/Linkage- Engine
Condition:	Other-Please Specify
VIN:	JTHBJ46G272[redacted]
Dofu:	11/22/2006
Current Miles:	13322
Incident Miles:	13322
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Nalley Lexus-Smyrna, 61001
Selling Dealer:	Nalley Lexus-Smyrna, 61001

Case History:

Caller Seeks: to document his concern.
CAC Stated: Apol & adv cust that Ihave documented his concern. Cust sts he will f/u once dlr has an update.

*** PHONE LOG 02/04/2008 08:05:12 AM TGibson
Cust sts that on Feb. 01, 2007 he experienced a concern with accelerator sticking. Cust sts that he attempted to apply the brakes & they did not stop the veh. Cust sts that he pressed the start button to kill the engine & it was none responsive. Cust sts that he put the veh in neutral & the veh finally slowed down. Apol & adv cust that Ihave documented his concern. Cust sts he will f/u once dlr has an update.

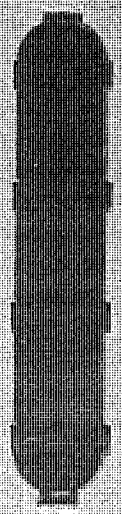
*** CASE CLOSE 02/04/2008 08:05:30 AM TGibson
Apol & adv cust that Ihave documented his concern. Cust sts he will f/u once dlr has an update.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	02/04/2008 08:05:30 AM	TGibson	Status = Closed, Resolution Code = Full, State = Open.
Modify	02/04/2008 08:05:12 AM	TGibson	into WIP default and Status of Action CAC.
Phone Log	02/04/2008 08:05:12 AM	TGibson	Start = 02/04/2008 07:41:50 AM, End = 02/04/2008 08:05:12 AM, Contact = [redacted]
Create	02/04/2008 07:41:50 AM	TGibson	Contact = [redacted] Priority = Customer, Status = Action CAC.

[redacted]

SOUTHERN REGION



TOY-RQ-05D-00000406

SOUTHERN REGION

Case Report - 200802191241

Customer/Caller Summary:

Customer Name/Address: [redacted]
Maynard, MA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Recurring Condition; Auto Transmission; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Recurring Condition
Component:	Auto Transmission
Condition:	Driving Response
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	15000
Incident Miles:	15000
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: LCS to make her a satisfied cust. Cust was unable to tell me what would make her a satisfied cust.
CAC Stated: Adv cust a dept spec will contact her in 2 b/d regarding her req for asstnc.

*** PHONE LOG 02/19/2008 01:11:42 PM ZForeman
Cust clld to discuss her veh concerns. Cust sts her veh has 15k miles & has been svc by Hennessy Lexus Of Atlanta. Cust sts all svc preformed on her veh to address the shift concerns w/the transmission has been recommended by out tech at HQ. Cust sts the control module has been revised, recalibrated the TCM & rechecked the transmission fluid level. Cust sts her veh concerns keep occurring. Cust sts she does not feel safe in the veh. Cust sts she feels the dlr has done

*** NOTES 02/19/2008 01:12:02 PM ZForeman
everything in their power to address this concern. Cust sts she does not know what her other alternatives are at this point but she wants to be a satisfied customer. Cust sts her svc rider is Ray Pastoric.

*** SUBCASE 200802191241-1 CREATED 02/19/2008 03:27:40 PM JMinami

*** NOTES 02/19/2008 03:28:23 PM JMinami
To: Todd Marmontello, SM
From:Jaret Minami 310-468-8011

Are you aware if customer's vehicle is operating w/in specs? Please call back to discuss customer's issues. Thank you.

*** PHONE LOG 02/21/2008 02:13:14 PM JMinami Action Type: Incoming call
Rcvd call from SM Todd Marmontello, adv cust veh is operating w/in spec & is comfortable if LCS rep drafts a ltr for the cust. SM sts is open to a $100 svc credit in the interest of cust satis.

*** PHONE LOG 02/26/2008 07:37:41 AM JMinami Action Type: Incoming call
Rcvd call from SM Todd Marmontello, apol have not been able to contact the cust.

*** PHONE LOG 02/26/2008 07:57:28 AM JMinami Action Type: Outgoing call

Clld [redacted] was adv the # is an answering svc & doesn't know who the name is. Confirmed the # w/ the operator & apol for the hassle. Clld [redacted] l/m to c/b LCS #800.

If cust c/b pls transfer to 68011 or apol for dissat w/ the veh trans & adv Lexus has doc her cncrn at hq. Pls adv the cust at this time, her dlr has found her trans is operating w/in Lexus spec. Pls adv in the interest of cust satis as a one time g/w gesture, on behalf of Hennessy Lexus of Atlanta, Lexus would like to offer a $100.00 svc credit. Pls confirm the cust mailing address. Thank you.

*** EMAIL OUT 02/26/2008 01:12:55 PM AKiyan Action Type: External email
Send to: [jaret_minami@toyota.com]
CC List: [jaret_minami@toyota.com]
Cust clld to spk with JMinami. Apol and adv cust JMinami is unavailable. apol for dissat w/ the veh trans & adv Lexus has doc her cncrn at hq. Cust sts that the veh accelerated on its owns. Cust sts that she is dissat since the veh is back in the shop. Cust sts that the dlr has adv that they would like to have the veh further inspected by a factory rep. Adv the cust at this time, her dlr has found her trans is operating w/in Lexus spec. Adv in the interest of cust satis as a one time g/w gesture, on behalf of Hennessy Lexus of Atlanta, Lexus would like to offer a $100.00 svc credit. Cust sts that she is confussed since the dlr would like to further inspect veh. Adv cust that JMinami has communicated with SM Todd Marmontello regarding the cncrns. Cust sts that he is not the SM. Cust sts that she would like to further disscuss the cncrns with JMinami. Adv cust that I would fwd request. Cust thanked.

*** PHONE LOG 02/28/2008 01:54:50 PM JMinami Action Type: Incoming call
Rcvd call from FTS Leonard St Amand sts dlr adv cust sts it's a unexpected acceleration, FTS sts to email w/ cust stated info of veh cncrn and cc: Buzz Rittenberg w/ info.

*** PHONE LOG 02/29/2008 03:34:35 PM JMinami Action Type: Outgoing call
Clld cust at [redacted] and l/m to pls return call at 800#.

If cust calls back: Pls transfer to 68011. Thank you.

*** PHONE LOG 03/04/2008 02:16:11 PM JMinami Action Type: Incoming call
Rcvd call from the cust adv Lexus would like to have a specialist inspect her veh. Cust sts was at a stop light and went to accelerate & veh took off & felt as if someone else had pushed on the gas pedal. Cust sts that was the 1st time that has happened since the 1 tras rplcd. Cust has loaner veh. Cust sts dlr gave her husband an est for rep inspection, approx 3 wks. Adv rep will f/u after a date for inspection is set.

*** NOTES 03/04/2008 02:56:15 PM JMinami
Email sent to Leonard St Amand and SAO CSM Buzz Rittenberg for next avail inspection date.

*** NOTES 03/05/2008 06:50:59 AM JMinami
Email rcvd from Leonard St Amand adv plans to inspect the veh 3/12/08.

*** PHONE LOG 03/06/2008 12:15:31 PM JMinami Action Type: Outgoing call
Clld cust @ [redacted] adv FTS inspection is scheduled for 3/12/08 and will have info after inspection. Cust thanked.

*** NOTES 03/17/2008 11:31:19 AM JMinami
Rcvd email from FTS Leonard St Amand w/ veh inspection data. FTS sts cust was adv will rcv results in writing from Lexus hq.

*** PHONE LOG 03/17/2008 12:30:33 PM JMinami Action Type: Outgoing call
Clld cust at [redacted], and l/m to pls return call at 800#.

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

*** EMAIL OUT 03/17/2008 12:57:02 PM MRivers Action Type: External email
Send to: [jaret_minami@toyota.com]
CC List: [jaret_minami@toyota.com]
Cust sts she would like a call back on [redacted] from Jaret.

*** PHONE LOG 03/18/2008 08:50:33 AM JMinami Action Type: Outgoing call
Clld cust at [redacted] and could not l/m after15 rings.

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

*** PHONE LOG 03/25/2008 10:09:35 AM JMinami Action Type: Outgoing call
Clld Legal dept Carole Hargrave adv will have a ltr sent to the cust. Rep adv will contact cust again to doc date, time & location of incident.

*** PHONE LOG 03/25/2008 10:10:58 AM JMinami Action Type: Outgoing call
Clld cust at [redacted], and l/m to c/b w/ date,time, location of incident. Provided c/b #..

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Phone Log	03/25/2008 10:10:58 AM	JMinami	Start = 03/25/2008 10:09:54 AM, End = 03/25/2008 10:10:58 AM, Contact = [redacted]
Phone Log	03/25/2008 10:09:35 AM	JMinami	Start = 03/25/2008 10:08:53 AM, End = 03/25/2008 10:09:35 AM, Contact = [redacted]
Phone Log	03/18/2008 08:50:33 AM	JMinami	Start = 03/18/2008 08:49:22 AM, End = 03/18/2008 08:50:33 AM, Contact = [redacted]
Rule Action	03/17/2008 12:57:08 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	03/17/2008 12:57:02 PM	MRivers	Email sent to jaret_minami@toyota.com.
Phone Log	03/17/2008 12:30:33 PM	JMinami	Start = 03/17/2008 12:28:41 PM, End = 03/17/2008 12:30:33 PM, Contact = [redacted]
Notes	03/17/2008 11:31:18 AM	JMinami	Log notes.
Rule Action	03/16/2008 12:15:35 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	03/15/2008 06:50:20 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Phone Log	03/06/2008 12:15:31 PM	JMinami	Start = 03/06/2008 12:14:13 PM, End = 03/06/2008 12:15:31 PM, Contact = [redacted]
Notes	03/05/2008 06:50:59 AM	JMinami	Log notes.
Modify	03/04/2008 02:56:16 PM	JMinami	into WIP default and Status of Action CAC.
Notes	03/04/2008 02:56:15 PM	JMinami	Log notes.
Phone Log	03/04/2008 02:16:11 PM	JMinami	Start = 03/04/2008 02:10:45 PM, End = 03/04/2008 02:16:11 PM, Contact = [redacted]
Modify	02/29/2008 03:34:38 PM	JMinami	into WIP default and Status of Action CAC.
Phone Log	02/29/2008 03:34:35 PM	JMinami	Start = 02/29/2008 03:33:06 PM, End = 02/29/2008 03:34:35 PM, Contact = [redacted]
Phone Log	02/28/2008 01:54:50 PM	JMinami	Start = 02/28/2008 12:58:23 PM, End = 02/28/2008 01:54:50 PM, Contact = [redacted]
Rule Action	02/26/2008 01:12:57 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	02/26/2008 01:12:55 PM	AKiyan	Email sent to jaret_minami@toyota.com.
Modify	02/26/2008 07:57:34 AM	JMinami	into WIP default and Status of Action CAC.
Phone Log	02/26/2008 07:57:28 AM	JMinami	Start = 02/26/2008 07:52:46 AM, End = 02/26/2008 07:57:28 AM, Contact = [redacted]
Phone Log	02/26/2008 07:37:41 AM	JMinami	Start = 02/26/2008 07:37:02 AM, End = 02/26/2008 07:37:41 AM, Contact = [redacted]
Phone Log	02/21/2008 02:13:14 PM	JMinami	Start = 02/21/2008 02:12:26 PM, End = 02/21/2008 02:13:14 PM, Contact = [redacted]
Rule Action	02/21/2008 02:12:28 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Chg Status	02/21/2008 02:12:20 PM	JMinami	Case yanked
Yanked	02/21/2008 02:12:19 PM	JMinami	Case grabbed from DLR61002 to JMinami's default WipBin.
Assign	02/19/2008 03:28:24 PM	JMinami	Case assigned to DLR61002
Chg Status	02/19/2008 03:28:24 PM	JMinami	Case status changed to Action Dealer
Notes	02/19/2008 03:28:23 PM	JMinami	Log notes.
Admin Subcase	02/19/2008 03:27:40 PM	JMinami	Number = 200802191241-1, Created in WIP default with due date 02/21/2008 12:00:00 AM..
Rule Action	02/19/2008 03:27:11 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	02/19/2008 03:27:03 PM	JMinami	Set Originator: by JMinami
Yanked	02/19/2008 03:27:01 PM	JMinami	Case grabbed from ZForeman to JMinami's default WipBin.
Chg Status	02/19/2008 03:27:01 PM	JMinami	Case yanked
Dispatch	02/19/2008 01:12:14 PM	ZForeman	from WIP default to Queue MCM Southern Follow-up.
Notes	02/19/2008 01:12:02 PM	ZForeman	Log notes.
Phone Log	02/19/2008 01:11:42 PM	ZForeman	Start = 02/19/2008 12:43:10 PM, End = 02/19/2008 01:11:42 PM, Contact = [redacted]
Create	02/19/2008 12:43:10 PM	ZForeman	Contact = [redacted] Priority = Customer, Status = Action CAC.

Archive Case Report - 200710291206

Customer/Caller Summary:

Customer Name/Address: [redacted]

MAYNARD, MA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	PRODUCT; ABNORMAL CONDITION; AUTO TRANSMISSION; DRIVING RESPONSE
Case Type:	GENERAL
Contact Method:	PHONE
Cust Attitude:	NEUTRAL
Coding Type:	COMPLAINT
Category:	PRODUCT
Problem Area:	ABNORMAL CONDITION
Component:	AUTO TRANSMISSION
Condition:	DRIVING RESPONSE
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	12555
Incident Miles:	12555
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: TO DOC HER VEH DISSATISFACTION.
CAC Stated: ADV CUST HER CONCERNS HAVE BEEN DOC AT HQ.

*** PHONE LOG 10/29/2007 01:30:58 PM ZForeman
Cust clld to discuss her veh dissatisfaction. Cust sts she purchased her veh new & is very surprised w/the amt of svc it has needed. Cust sts dlr has been great about address her concerns but she wants to make a formal complaint about the veh. Cust sts vehs transmission has been replaced, the nav sys has been repaired & she has experienced a blown out tire. Apol to cust for her veh dissatisfaction.

*** CASE CLOSE 10/29/2007 01:31:13 PM ZForeman
Adv cust her concerns have been doc at HQ.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
CLOSE	10/29/2007 13:31:13	ZFOREMAN	Status = Closed, Resolution Code = Full, State = Open.
CREATE	10/29/2007 13:30:58	ZFOREMAN	Contact = [redacted], Priority = Customer, Status = Action CAC.
PHONE LOG	10/29/2007 13:30:58	ZFOREMAN	Start = 10/29/2007 01:21:37 PM, End = 10/29/2007 01:30:58 PM, Contact = [redacted]

Archive Case Report - 200606211757

Customer/Caller Summary:

Customer Name/Address: [redacted]
MAYNARD, MA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	REFERRALS; REFERRALS; OTHER ; NOT APPLICABLE
Case Type:	GENERAL
Contact Method:	EMAIL
Cust Attitude:	CONCERNED
Coding Type:	COMPLAINT
Category:	REFERRALS
Problem Area:	REFERRALS
Component:	OTHER
Condition:	NOT APPLICABLE
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	15
Incident Miles:	15
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: CALL FROM LCS TO DISCUSS VEH CONCERNS.
CAC Stated: I WILL RESPOND.

*** PHONE LOG 06/21/2006 03:45:44 PM VWendlestadt1
Cust email rcvd 06/21/2006 03:11 PM
Caller states: She wants to receive call from Lexus to discuss concerns w/ her new veh.

*** PHONE LOG 06/21/2006 03:46:08 PM VWendlestadt1 Action Type: Incoming call
Cust email.

[redacted] Maynard MA [redacted]
Phone#: [redacted]
Alt#: [redacted]
VIN: JTHBJ46G972[redacted]
ES350 / 2007
Hennessy Lexus of Atlanta
Sales Survey
Sent 6/3/2006
-----Original Message-----
From: [redacted]
Sent: Monday, June 19, 2006 9:24 PM
To: LexusCustomerService
Subject: Re: Lexus Values Your Opinion

>
> From: "Lexus Customer Service" <Customer_Service@Lexus.com>
> Date: 2006/06/05 Mon PM 04:51:04 EDT
> To: [redacted]
> Subject: Lexus Values Your Opinion
>
> Please call me at [redacted] About the problems with our new ES350
> Ultra
Thank you [redacted]

Confidentiality Warning: This e-mail contains information intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent

responsible for delivering it to the intended recipient, any dissemination, publication or copying of this e-mail is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail.
If you have received this e-mail in error, please immediately notify us by return e-mail. Thank you.

*** PHONE LOG 06/21/2006 03:49:16 PM VWendlestadt1 Action Type: Outgoing call
LCS email response.

Dear Ms. [redacted]

Thank you for contacting Lexus Customer Satisfaction. We are dedicated to providing superior service. In circumstances that require our attention, we will assist in the resolution process.

I am sorry to hear that you are having concerns with your new 2007 ES 350. I attempted to reach you by telephone this afternoon and left a voice message. If you would like, please call me at 310-468-9126 to discuss your vehicle concerns. I am available between 10:00 AM and 7:00 PM, Eastern Time. If there is a time you wish me to call please respond to this email and indicate the time you wish to be contacted. I look forward to speaking with you in the near future.

If you require further assistance, please respond to this e-mail, or contact Lexus Customer Satisfaction at 1-800-255-3987, Monday through Friday, 5:00 a.m. to 6:00 p.m., or Saturday, 7:00 a.m. to 4:00 p.m., Pacific Standard Time.

Sincerely,

Vaughn Wendelstadt
Lexus Customer Satisfaction

*** SUBCASE 200606211757-1 CREATED 06/21/2006 03:49:41 PM VWendlestadt1

*** PHONE LOG 06/23/2006 02:44:42 PM VWendlestadt1 Action Type: Outgoing call
Clld cust, left v/m. Adv calling to discuss cust concerns w/ her veh. Ask for c/b at 310-468-9126.

*** PHONE LOG 06/23/2006 04:44:07 PM VWendlestadt1 Action Type: Incoming call
Cust email rcvd 06/23/2006 02:56 PM
[redacted] E-mail address is [redacted] Please contact her about the car at her address. Plus most of the information you have is wrong and I am noy sure how you got it. [redacted] is three years old . Please E-mail her thanks [redacted]

*** NOTES 06/30/2006 05:33:40 PM VWendlestadt1
Sent no response letter to cust.

*** CASE CLOSE 07/07/2006 07:16:41 AM VWendlestadt1
Clld cust 2X, sent no response ltr. Cust did not respond w/in 5 B/D.

*** SUBCASE 200606211757-1 CLOSED 07/07/2006 07:17:04 AM VWendlestadt1
Closed case.

*** NOTES 08/07/2006 06:04:12 PM FBlunt
Letter returned "Return to Sender; Not Deliverable as Addressed; Unable to Forward." Returned letter to V. Wendelstadt.

*** NOTES 08/14/2006 04:24:55 PM VWendlestadt1
No response letter sent to cust was returned underliverable as addressed. Confirmed address was correct based on cust email.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
NOTES PHONE	08/14/2006 16:24:55	VWENDLESTADT1	Log notes. Customer
ADD ATTACHMEN	08/14/2006 16:23:07	VWENDLESTADT1	Added attachment Correspondence Database. with path http://atmspnap02.tms.toyota.com/lexus/voc/lexuscorrepond.nsf//fmClarifyRept?openform&C=200606211757.

RULE ACTION	08/07/2006 18:04:22	RULEMGR	Action Send notify of rule Lexus Notify Non Owner fired
NOTES NOTES C	08/07/2006 18:04:12	FBLUNT	Log notes. Other
SUBCASE CLOSE	07/07/2006 07:17:03	VWENDLESTADT1	Number = 200606211757-1, Status = Action CAC, Resolution Code = Ful1..
CLOSE	07/07/2006 07:16:41	VWENDLESTADT1	Status = Closed, Resolution Code = Full, State = Open.
NOTES NOTES C	06/30/2006 17:33:39	VWENDLESTADT1	Log notes. Other
MODIFY	06/23/2006 16:45:22	VWENDLESTADT1	into WIP default and Status of Action CAC.
PHONE LOG	06/23/2006 16:44:07	VWENDLESTADT1	Start = 06/23/2006 04:43:45 PM, End = 06/23/2006 04:44:07 PM, Contact = [redacted]
PHONE LOG	06/23/2006 14:44:43	VWENDLESTADT1	Start = 06/23/2006 02:44:12 PM, End = 06/23/2006 02:44:42 PM, Contact = [redacted]
ADMIN SUBCASE	06/21/2006 15:49:41	VWENDLESTADT1	Number = 200606211757-1, Created in WIP default with due date 06/22/2006 08:30:00 AM..
PHONE LOG	06/21/2006 15:49:16	VWENDLESTADT1	Start = 06/21/2006 03:49:03 PM, End = 06/21/2006 03:49:16 PM, Contact = [redacted]
PHONE LOG	06/21/2006 15:46:08	VWENDLESTADT1	Start = 06/21/2006 03:45:46 PM, End = 06/21/2006 03:46:08 PM, Contact = [redacted].
MODIFY	06/21/2006 15:45:44	VWENDLESTADT1	into WIP default and Status of Action CAC.
PHONE LOG	06/21/2006 15:45:44	VWENDLESTADT1	Start = 06/21/2006 03:12:59 PM, End = 06/21/2006 03:45:44 PM, Contact = [redacted]
CREATE	06/21/2006 15:45:43	VWENDLESTADT1	Contact = [redacted] Priority = Customer, Status = Action CAC.

Case Report - 200802191241

Customer/Caller Summary:

Customer Name/Address: [redacted]
Maynard, MA [redacted]

Caller Phone:
Caller Alt. Phone: [redacted]

Case Summary:

Case Title:	Product; Recurring Condition; Auto Transmission; Driving Response
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Recurring Condition
Component:	Auto Transmission
Condition:	Driving Response
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	15000
Incident Miles:	15000
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: LCS to make her a satisfied cust. Cust was unable to tell me what would make her a satisfied cust.
CAC Stated: Adv cust a dept spec will contact her in 2 b/d regarding her req for asstnc.

*** PHONE LOG 02/19/2008 01:11:42 PM ZForeman
Cust clld to discuss her veh concerns. Cust sts her veh has 15k miles & has been svc by Hennessy Lexus Of Atlanta. Cust sts all svc preformed on her veh to address the shift concerns w/the transmission has been recommended by out tech at HQ. Cust sts the control module has been revised, recalibrated the TCM & rechecked the transmission fluid level. Cust sts her veh concerns keep occurring. Cust sts she does not feel safe in the veh. Cust sts she feels the dlr has done

*** NOTES 02/19/2008 01:12:02 PM ZForeman
everything in their power to address this concern. Cust sts she does not know what her other alternatives are at this point but she wants to be a satisfied customer. Cust sts her svc rider is Ray Pastoric.

*** SUBCASE 200802191241-1 CREATED 02/19/2008 03:27:40 PM JMinami

*** NOTES 02/19/2008 03:28:23 PM JMinami
To: Todd Marmontello, SM
From:Jaret Minami 310-468-8011

Are you aware if customer's vehicle is operating w/in specs? Please call back to discuss customer's issues. Thank you.

*** PHONE LOG 02/21/2008 02:13:14 PM JMinami Action Type: Incoming call
Rcvd call from SM Todd Marmontello, adv cust veh is operating w/in spec & is comfortable if LCS rep drafts a ltr for the cust. SM sts is open to a $100 svc credit in the interest of cust satis.

*** PHONE LOG 02/26/2008 07:37:41 AM JMinami Action Type: Incoming call
Rcvd call from SM Todd Marmontello, apol have not been able to contact the cust.

*** PHONE LOG 02/26/2008 07:57:28 AM JMinami Action Type: Outgoing call

Clld [redacted] was adv the # is an answering svc & doesn't know who the name is. Confirmed the # w/ the operator & apol for the hassle. Clld [redacted] l/m to c/b LCS #800.

If cust c/b pls transfer to 68011 or apol for dissat w/ the veh trans & adv Lexus has doc her cncrn at hq. Pls adv the cust at this time, her dlr has found her trans is operating w/in Lexus spec. Pls adv in the interest of cust satis as a one time g/w gesture, on behalf of Hennessy Lexus of Atlanta, Lexus would like to offer a $100.00 svc credit. Pls confirm the cust mailing address. Thank you.

*** EMAIL OUT 02/26/2008 01:12:55 PM AKiyan Action Type: External email
Send to: [jaret_minami@toyota.com]
CC List: [jaret_minami@toyota.com]
Cust clld to spk with JMinami. Apol and adv cust JMinami is unavailable. apol for dissat w/ the veh trans & adv Lexus has doc her cncrn at hq. Cust sts that the veh accelerated on its owns. Cust sts that she is dissat since the veh is back in the shop. Cust sts that the dlr has adv that they would like to have the veh further inspected by a factory rep. Adv the cust at this time, her dlr has found her trans is operating w/in Lexus spec. Adv in the interest of cust satis as a one time g/w gesture, on behalf of Hennessy Lexus of Atlanta, Lexus would like to offer a $100.00 svc credit. Cust sts that she is confussed since the dlr would like to further inspect veh. Adv cust that JMinami has communicated with SM Todd Marmontello regarding the cncrns. Cust sts that he is not the SM. Cust sts that she would like to further disscuss the cncrns with JMinami. Adv cust that I would fwd request. Cust thanked.

*** PHONE LOG 02/28/2008 01:54:50 PM JMinami Action Type: Incoming call
Rcvd call from FTS Leonard St Amand sts dlr adv cust sts it's a unexpected acceleration, FTS sts to email w/ cust stated info of veh cncrn and cc: Buzz Rittenberg w/ info.

*** PHONE LOG 02/29/2008 03:34:35 PM JMinami Action Type: Outgoing call
Clld cust at [redacted] and l/m to pls return call at 800#.

If cust calls back: Pls transfer to 68011. Thank you.

*** PHONE LOG 03/04/2008 02:16:11 PM JMinami Action Type: Incoming call
Rcvd call from the cust adv Lexus would like to have a specialist inspect her veh. Cust sts was at a stop light and went to accelerate & veh took off & felt as if someone else had pushed on the gas pedal. Cust sts that was the 1st time that has happened since the 1 tras rplcd. Cust has loaner veh. Cust sts dlr gave her husband an est for rep inspection, approx 3 wks. Adv rep will f/u after a date for inspection is set.

*** NOTES 03/04/2008 02:56:15 PM JMinami
Email sent to Leonard St Amand and SAO CSM Buzz Rittenberg for next avail inspection date.

*** NOTES 03/05/2008 06:50:59 AM JMinami
Email rcvd from Leonard St Amand adv plans to inspect the veh 3/12/08.

*** PHONE LOG 03/06/2008 12:15:31 PM JMinami Action Type: Outgoing call
Clld cust @ [redacted] adv FTS inspection is scheduled for 3/12/08 and will have info after inspection. Cust thanked.

*** NOTES 03/17/2008 11:31:19 AM JMinami
Rcvd email from FTS Leonard St Amand w/ veh inspection data. FTS sts cust was adv will rcv results in writing from Lexus hq.

*** PHONE LOG 03/17/2008 12:30:33 PM JMinami Action Type: Outgoing call
Clld cust at [redacted] and l/m to pls return call at 800#.

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

*** EMAIL OUT 03/17/2008 12:57:02 PM MRivers Action Type: External email
Send to: [jaret_minami@toyota.com]
CC List: [jaret_minami@toyota.com]
Cust sts she would like a call back on 770-427-0108 from Jaret.

*** PHONE LOG 03/18/2008 08:50:33 AM JMinami Action Type: Outgoing call
Clld cust at [redacted] and could not l/m after15 rings.

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

*** PHONE LOG 03/25/2008 10:09:35 AM JMinami Action Type: Outgoing call
Clld Legal dept Carole Hargrave adv will have a ltr sent to the cust. Rep adv will contact cust again to doc date, time & location of incident.

*** PHONE LOG 03/25/2008 10:10:58 AM JMinami Action Type: Outgoing call
Clld cust at [redacted] and l/m to c/b w/ date,time, location of incident. Provided c/b #..

If cust calls back: Pls inquire the date, time, location of when she experienced her cncrn. Pls adv she will receive Lexus' position in writing after the data collected is interpreted. Thank you.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Phone Log	03/25/2008 10:10:58 AM	JMinami	Start = 03/25/2008 10:09:54 AM, End = 03/25/2008 10:10:58 AM, Contact = [redacted]
Phone Log	03/25/2008 10:09:35 AM	JMinami	Start = 03/25/2008 10:08:53 AM, End = 03/25/2008 10:09:35 AM, Contact = [redacted]
Phone Log	03/18/2008 08:50:33 AM	JMinami	Start = 03/18/2008 08:49:22 AM, End = 03/18/2008 08:50:33 AM, Contact = [redacted]
Rule Action	03/17/2008 12:57:08 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	03/17/2008 12:57:02 PM	MRivers	Email sent to jaret_minami@toyota.com.
Phone Log	03/17/2008 12:30:33 PM	JMinami	Start = 03/17/2008 12:28:41 PM, End = 03/17/2008 12:30:33 PM, Contact = [redacted]
Notes	03/17/2008 11:31:18 AM	JMinami	Log notes.
Rule Action	03/16/2008 12:15:35 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	03/15/2008 06:50:20 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Phone Log	03/06/2008 12:15:31 PM	JMinami	Start = 03/06/2008 12:14:13 PM, End = 03/06/2008 12:15:31 PM, Contact = [redacted]
Notes	03/05/2008 06:50:59 AM	JMinami	Log notes.
Modify	03/04/2008 02:56:16 PM	JMinami	into WIP default and Status of Action CAC.
Notes	03/04/2008 02:56:15 PM	JMinami	Log notes.
Phone Log	03/04/2008 02:16:11 PM	JMinami	Start = 03/04/2008 02:10:45 PM, End = 03/04/2008 02:16:11 PM, Contact = [redacted]
Modify	02/29/2008 03:34:38 PM	JMinami	into WIP default and Status of Action CAC.
Phone Log	02/29/2008 03:34:35 PM	JMinami	Start = 02/29/2008 03:33:06 PM, End = 02/29/2008 03:34:35 PM, Contact = [redacted]
Phone Log	02/28/2008 01:54:50 PM	JMinami	Start = 02/28/2008 12:58:23 PM, End = 02/28/2008 01:54:50 PM, Contact = [redacted]
Rule Action	02/26/2008 01:12:57 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	02/26/2008 01:12:55 PM	AKiyan	Email sent to jaret_minami@toyota.com.
Modify	02/26/2008 07:57:34 AM	JMinami	into WIP default and Status of Action CAC.
Phone Log	02/26/2008 07:57:28 AM	JMinami	Start = 02/26/2008 07:52:46 AM, End = 02/26/2008 07:57:28 AM, Contact = [redacted]
Phone Log	02/26/2008 07:37:41 AM	JMinami	Start = 02/26/2008 07:37:02 AM, End = 02/26/2008 07:37:41 AM, Contact = [redacted]
Phone Log	02/21/2008 02:13:14 PM	JMinami	Start = 02/21/2008 02:12:26 PM, End = 02/21/2008 02:13:14 PM, Contact = [redacted]
Rule Action	02/21/2008 02:12:28 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Chg Status	02/21/2008 02:12:20 PM	JMinami	Case yanked
Yanked	02/21/2008 02:12:19 PM	JMinami	Case grabbed from DLR61002 to JMinami's default WipBin.
Assign	02/19/2008 03:28:24 PM	JMinami	Case assigned to DLR61002
Chg Status	02/19/2008 03:28:24 PM	JMinami	Case status changed to Action Dealer
Notes	02/19/2008 03:28:23 PM	JMinami	Log notes.
Admin Subcase	02/19/2008 03:27:40 PM	JMinami	Number = 200802191241-1, Created in WIP default with due date 02/21/2008 12:00:00 AM..
Rule Action	02/19/2008 03:27:11 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	02/19/2008 03:27:03 PM	JMinami	Set Originator: by JMinami
Yanked	02/19/2008 03:27:01 PM	JMinami	Case grabbed from ZForeman to JMinami's default WipBin.
Chg Status	02/19/2008 03:27:01 PM	JMinami	Case yanked
Dispatch	02/19/2008 01:12:14 PM	ZForeman	from WIP default to Queue MCM Southern Follow-up.
Notes	02/19/2008 01:12:02 PM	ZForeman	Log notes.
Phone Log	02/19/2008 01:11:42 PM	ZForeman	Start = 02/19/2008 12:43:10 PM, End = 02/19/2008 01:11:42 PM, Contact = [redacted]
Create	02/19/2008 12:43:10 PM	ZForeman	Contact = [redacted] Priority = Customer, Status = Action CAC.

Archive Case Report - 200710291206

Customer/Caller Summary:

Customer Name/Address: [redacted]
MAYNARD, MA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	PRODUCT; ABNORMAL CONDITION; AUTO TRANSMISSION; DRIVING RESPONSE
Case Type:	GENERAL
Contact Method:	PHONE
Cust Attitude:	NEUTRAL
Coding Type:	COMPLAINT
Category:	PRODUCT
Problem Area:	ABNORMAL CONDITION
Component:	AUTO TRANSMISSION
Condition:	DRIVING RESPONSE
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	12555
Incident Miles:	12555
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: TO DOC HER VEH DISSATISFACTION.
CAC Stated: ADV CUST HER CONCERNS HAVE BEEN DOC AT HQ.

*** PHONE LOG 10/29/2007 01:30:58 PM ZForeman
Cust clld to discuss her veh dissatisfaction. Cust sts she purchased her veh new & is very surprised w/the amt of svc it has needed. Cust sts dlr has been great about address her concerns but she wants to make a formal complaint about the veh. Cust sts vehs transmission has been replaced, the nav sys has been repaired & she has experienced a blown out tire. Apol to cust for her veh dissatisfaction.

*** CASE CLOSE 10/29/2007 01:31:13 PM ZForeman
Adv cust her concerns have been doc at HQ.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
CLOSE	10/29/2007 13:31:13	ZFOREMAN	Status = Closed, Resolution Code = Full, State = Open.
CREATE	10/29/2007 13:30:58	ZFOREMAN	Contact = [redacted] Priority = Customer, Status = Action CAC.
PHONE LOG	10/29/2007 13:30:58	ZFOREMAN	Start = 10/29/2007 01:21:37 PM, End = 10/29/2007 01:30:58 PM, Contact = [redacted]

Archive Case Report - 200606211757

Customer/Caller Summary:

Customer Name/Address: [redacted]
MAYNARD, MA
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	REFERRALS; REFERRALS; OTHER ; NOT APPLICABLE
Case Type:	GENERAL
Contact Method:	EMAIL
Cust Attitude:	CONCERNED
Coding Type:	COMPLAINT
Category:	REFERRALS
Problem Area:	REFERRALS
Component:	OTHER
Condition:	NOT APPLICABLE
VIN:	JTHBJ46G972[redacted]
Dofu:	05/13/2006
Current Miles:	15
Incident Miles:	15
Model Year:	2007
Model Name:	ES 350
Region:	Southern
District:	06
Dealer 1:	Hennessy Lexus Of Atlanta, 61002
Selling Dealer:	Hennessy Lexus Of Atlanta, 61002

Case History:

Caller Seeks: CALL FROM LCS TO DISCUSS VEH CONCERNS.
CAC Stated: I WILL RESPOND.

*** PHONE LOG 06/21/2006 03:45:44 PM VWendlestadt1
Cust email rcvd 06/21/2006 03:11 PM
Caller states: She wants to receive call from Lexus to discuss concerns w/ her new veh.

*** PHONE LOG 06/21/2006 03:46:08 PM VWendlestadt1 Action Type: Incoming call
Cust email.
[redacted] Maynard MA [redacted]
Phone#: [redacted]
Alt#: [redacted]
VIN: JTHBJ46G972[redacted]
ES350 / 2007
Hennessy Lexus of Atlanta
Sales Survey
Sent 6/3/2006
-----Original Message-----
From: [redacted]
Sent: Monday, June 19, 2006 9:24 PM
To: LexusCustomerService
Subject: Re: Lexus Values Your Opinion

>
> From: "Lexus Customer Service" <Customer_Service@Lexus.com>
> Date: 2006/06/05 Mon PM 04:51:04 EDT
> To: [redacted]
> Subject: Lexus Values Your Opinion
>
> Please call me at [redacted] About the problems with our new ES350
> Ultra
Thank you [redacted]

Confidentiality Warning: This e-mail contains information intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent

responsible for delivering it to the intended recipient, any dissemination, publication or copying of this e-mail is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail.
If you have received this e-mail in error, please immediately notify us by return e-mail. Thank you.

*** PHONE LOG 06/21/2006 03:49:16 PM VWendlestadt1 Action Type: Outgoing call
LCS email response.

Dear Ms. [redacted]

Thank you for contacting Lexus Customer Satisfaction. We are dedicated to providing superior service. In circumstances that require our attention, we will assist in the resolution process.

I am sorry to hear that you are having concerns with your new 2007 ES 350. I attempted to reach you by telephone this afternoon and left a voice message. If you would like, please call me at 310-468-9126 to discuss your vehicle concerns. I am available between 10:00 AM and 7:00 PM, Eastern Time. If there is a time you wish me to call please respond to this email and indicate the time you wish to be contacted. I look forward to speaking with you in the near future.

If you require further assistance, please respond to this e-mail, or contact Lexus Customer Satisfaction at 1-800-255-3987, Monday through Friday, 5:00 a.m. to 6:00 p.m., or Saturday, 7:00 a.m. to 4:00 p.m., Pacific Standard Time.

Sincerely,

Vaughn Wendelstadt
Lexus Customer Satisfaction

*** SUBCASE 200606211757-1 CREATED 06/21/2006 03:49:41 PM VWendlestadt1

*** PHONE LOG 06/23/2006 02:44:42 PM VWendlestadt1 Action Type: Outgoing call
Clld cust, left v/m. Adv calling to discuss cust concerns w/ her veh. Ask for c/b at [redacted]

*** PHONE LOG 06/23/2006 04:44:07 PM VWendlestadt1 Action Type: Incoming call
Cust email rcvd 06/23/2006 02:56 PM
[redacted] E-mail address is [redacted] Please contact her about the car at her address. Plus most of the information you have is wrong and I am noy sure how you got it. [redacted] is three years old . Please E-mail her thanks [redacted]

*** NOTES 06/30/2006 05:33:40 PM VWendlestadt1
Sent no response letter to cust.

*** CASE CLOSE 07/07/2006 07:16:41 AM VWendlestadt1
Clld cust 2X, sent no response ltr. Cust did not respond w/in 5 B/D.

*** SUBCASE 200606211757-1 CLOSED 07/07/2006 07:17:04 AM VWendlestadt1
Closed case.

*** NOTES 08/07/2006 06:04:12 PM FBlunt
Letter returned "Return to Sender; Not Deliverable as Addressed; Unable to Forward." Returned letter to V. Wendelstadt.

*** NOTES 08/14/2006 04:24:55 PM VWendlestadt1
No response letter sent to cust was returned underliverable as addressed. Confirmed address was correct based on cust email.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
NOTES PHONE	08/14/2006 16:24:55	VWENDLESTADT1	Log notes. Customer
ADD ATTACHMEN	08/14/2006 16:23:07	VWENDLESTADT1	Added attachment Correspondence Database. with path http://atmspnap02.tms.toyota.com/lexus/voc/lexuscorrepond.nsf//fmClarifyRept?openform&C=200606211757.

RULE ACTION	08/07/2006 18:04:22	RULEMGR	Action Send notify of rule Lexus Notify Non Owner fired
NOTES NOTES C	08/07/2006 18:04:12	FBLUNT	Log notes. Other
SUBCASE CLOSE	07/07/2006 07:17:03	VWENDLESTADT1	Number = 200606211757-1, Status = Action CAC, Resolution Code = Full..
CLOSE	07/07/2006 07:16:41	VWENDLESTADT1	Status = Closed, Resolution Code = Full, State = Open.
NOTES NOTES C	06/30/2006 17:33:39	VWENDLESTADT1	Log notes. Other
MODIFY	06/23/2006 16:45:22	VWENDLESTADT1	into WIP default and Status of Action CAC.
PHONE LOG	06/23/2006 16:44:07	VWENDLESTADT1	Start = 06/23/2006 04:43:45 PM, End = 06/23/2006 04:44:07 PM, Contact = [redacted]
PHONE LOG	06/23/2006 14:44:43	VWENDLESTADT1	Start = 06/23/2006 02:44:12 PM, End = 06/23/2006 02:44:42 PM, Contact = [redacted]
ADMIN SUBCASE	06/21/2006 15:49:41	VWENDLESTADT1	Number = 200606211757-1, Created in WIP default with due date 06/22/2006 08:30:00 AM..
PHONE LOG	06/21/2006 15:49:16	VWENDLESTADT1	Start = 06/21/2006 03:49:03 PM, End = 06/21/2006 03:49:16 PM, Contact = [redacted]
PHONE LOG	06/21/2006 15:46:08	VWENDLESTADT1	Start = 06/21/2006 03:45:46 PM, End = 06/21/2006 03:46:08 PM, Contact = [redacted]
MODIFY	06/21/2006 15:45:44	VWENDLESTADT1	into WIP default and Status of Action CAC.
PHONE LOG	06/21/2006 15:45:44	VWENDLESTADT1	Start = 06/21/2006 03:12:59 PM, End = 06/21/2006 03:45:44 PM, Contact = [redacted]
CREATE	06/21/2006 15:45:43	VWENDLESTADT1	Contact = [redacted] Priority = Customer, Status = Action CAC.

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MFD. BY: TOYOTA MOTOR CORPORATION 04/06
GVWR 4680LB GAWR FR 2668LB RR 2359LB
THIS VEHICLE CONFORMS TO ALL APPLICABLE
FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND
THEFT PREVENTION STANDARDS IN EFFECT ON
THE DATE OF MANUFACTURE SHOWN ABOVE.
JTHBJ46G972 [redacted] PASS. CAR

[redacted]

C/TR: 3R5/LB05 GSV40L-BETGKA
A/TM: -01A/U660E MADE IN JAPAN 333 A

TOY-RQ-05D-00000430

HENNESSY
LEXUS
ATLANTA
770-457-6800
WWW.LEXUSATLANTA.COM

DRIVE

<< Back to Search Results List

CUSTOMER INFORMATION

[redacted]
KENNESAW, GA [redacted]

Primary:
Alternate:
Email: [redacted]

Last Update: 03/04/2008, CP(MINAMIJ)

VEHICLE

Customer Role: OWNER
VIN: JTHBJ46G972[redacted]
Year/Make/Model: 2007 LEXUS ES 350 (9000)
Original Selling Dealer: HENNESSY LEXUS OF ATLANTA (61002)
Preferred Dealer:

HOUSEHOLD

VEHICLE INFORMATION | HOUSEHOLD INFORMATION

Print Options

Expand All Collapse All

VEHICLE DETAILS

Product: 2007 LEXUS ES 350 (9000) **VIN: JTHBJ46G972[redacted]** **Original Selling Dealer: HENNESSY LEXUS OF ATLANTA (61002)**

DOFU: 05/13/2006 Factory Key Code **Last Known Mileage: 14**
Built Date: 04/12/2006 Exterior Color: ROYAL RUBY METALLIC (03R5) Last Known Mileage Date: 05/13/2006
Transmission Type: 6ECTI Interior Color: CASHMERE (LB05) Last Known Mileage Source: RDR
Engine Type: 2GR Edition: ES350 4-DR SEDAN
Model Description: ES 350 4-DOOR SEDAN

Additional Vehicle Details

Original MSRP: $43,989 Plant of Manufacture: TMC Tire Make/Brand: UNSPECIFIED
Order Date: 04/2006 Body Style: 4-DOOR SEDAN Tire Size:
Port Damage: No Engine Serial Number: A025976

Port/Factory Installed Equipment

Description	Installation Source
Preferred Accessory Package: Trunk Mat, Cargo Net and Wheel Locks(Z1)	Port
Navigation/Mark Levinson Premium Audio Package: Generation 5 Navigation System with Rear Camera, Bluetooth, Voice-Activation w/Destination Input, Mark Levinson Premium Surround Audio with 14-Speakers, In-Dash 6-Disc DVD/CD Changer and Cassette Player(VN)	Factory
Luxury Package Includes: Perforated Leather Trim Interior w/Memory Driver's & Front Passenger's Seats, Outside Mirrors, Power Tilt/Telescoping Wood Steering Wheel, Panorama Glass Roof, Heated and Ventilated Front Seats, High Intensity Headlamps (HID) with AFS, Power Rear Sunshade, Rear Seat Side Airbags, Driver's Power Cushion Extender, Rain-Sensing Wipers, Bluetooth, 10-Spoke Graphite Wheels with Full Spare Tire(UL)	Factory
Intuitive Parking Assist(PA)	Factory

Standard Installed Equipment

Description

PERFORMANCE FEATURES
3.5 Liter 272HP Four Cam 24-Valve V6 Engine
All-Aluminum Engine Construction & Dual VVTi
6-Speed Automatic Transmission w/Sequential Shift
Front Wheel Drive
Dual Exhaust with Seamless Chrome Tips
4-Wheel Independent MacPherson Strut-Type
Suspension with Gas Pressurized Shock Absorbers
Front and Rear Stabilizer Bar
4-Wheel Power Assisted Ventilated Front/Solid
Rear Disc Brakes
17" Aluminum Alloy 7-Spoke Wheels
215/55R17 All-Season Tires
SAFETY FEATURES
Dual Front Airbags, Dual Front Knee Airbags, Front
Seat-Mounted Side Impact Airbags, Fr & Rr Side
Curtain Airbags, Supplemental Restraint Sys (SRS)
3-Point Safety Belts for All Seating Positions
Fr & Rr Outboard Seat Belt Pretensioners with
Force Limiters
Vehicle Stability Control (VSC) with TRAC
4-Wheel Anti-Lock Braking System (ABS) with
Electronic Brakeforce Distribution (EBD)
Energy Managing Crumple Zones, Side Door Beams
Theft-Deterrent System w/ Engine Immobilizer
Projector-Bulb Headlamps w/ Integrated Foglamps/
Daytime Running Lights (DRL)
Variable Intermittent Wipers with Mist Control
Tire Pressure Monitor System
Tool Kit and First Aid Kit
LUXURY AND CONVENIENCE FEATURES
SmartAccess with Push Button Start/Stop
10-Way Power Adjustable Driver & Passenger Seats
includes 2-way Power Lumbar
Electrochromic Auto-Dimming Interior Mirror
Heated Outside Mirrors
One-Touch Open/Close Pwr Tilt-and-Slide Moonroof
Automatic Dual Zone Climate Control
Automatic On/Off Headlamps
Lexus Premium Audio System w/In-Dash 6-Disc CD
Player Automatic Sound Levelizer (ASL) & MP3
Player Connectivity (miniplug) & 8-Speakers
Power Front and Rear Windows with Auto One-
Touch Up/Down and Pinch Protection
Power Door Locks with Anti-Lock Out
Power Tilt/Telescoping Steering Wheel w/Audio &
Display Functions & Column-Mounted Cruise Control
Key FOB-Integrated Multi-Function Remote Entry Sys
Rear Glass Imprinted Antenna w/FM Diversity Sys
Front Cup Holders with Adjustable Holder Ring
Rear Arm Rest with Cup Holders

Heavy-Duty Rear Window Defogger with Timer
Scheduled Maintenance Indicator Light
Lexus Personalized Settings
LED Interior Lighting
Carpeted Floor Mats
Carpeted Floor Mats

OWNER NOTIFICATION PROGRAMS

Campaign	Status	Date Serviced	Servicing Dealer
7LB-LEXUS ES 350 ALL WEATHER FLOOR MAT ACCESSORY FOR 2007 AND EARLY 2008 MODEL YEAR VEHICLES	Not Completed	----	----

TFS PRODUCT SUMMARY

Type	ID	Product Status
VSA	0008497411	Not Available

SERVICE HISTORY

OPEN IN NEW WINDOW

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
02/19/2008	----	15,095	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0261691	$333.73

Condition 1

Pay Type: WARRANTY PAY
Claim No. 261691
SSC No. ----
Agreement ----

Op Code Desc:
CHECK FOR RPM'S GOING VERY HIGH WHEN SHIFTING (WILL ONLY HAPPEN ONE TIME BETWEEN 30MPH-40MPH) THE TRANSMISSION CONTROL MODULE HAS BEEN REVISED TO HELP IMPROVE THESE SHIFT CONCERNS. RECALIBRATE TCM PER TSIB TC005-07 RECHECKED TRANSMISSION FLUID LEVEL

Op Code Desc: U660E SHIFT FLARE CONCERNS RECAL TCM
CHECK FOR RPM'S GOING VERY HIGH WHEN SHIFTING (WILL ONLY HAPPEN ONE TIME BETWEEN 30MPH-40MPH) THE TRANSMISSION CONTROL MODULE HAS BEEN REVISED TO HELP IMPROVE THESE SHIFT CONCERNS. RECALIBRATE TCM PER TSIB TC005-07 RECHECKED TRANSMISSION FLUID LEVEL

Condition 2

Pay Type: CUSTOMER PAY
Claim No. ----
SSC No. ----
Agreement ----

Op Code Desc: 15000 MILE SERVICE NON WARRANTY
CUSTOMER REQUESTS 15000 MILE SERVICE SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE 15K SERVICE AT 15 COMPLETED

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
01/08/2008	----	14,060	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0256645	$0.00

Condition 1

Pay Type: INTERNAL (DEALER) PAY
Claim No. ----
SSC No. ----
Agreement ----

Op Code Desc:
INSPECT FOR ENGINE REVING UP AT TIMES WHEN DRIVING & SHIFTING LEXUS FIELD ENGINEER AND TECH ADJUSTED THE FLUID LEVEL,RESET THE ECM, AND CONFIRMED THE CORRECT TRANS SERIAL NUMBER. WE TEST DROVE A NEW ES350 FOR COMPARISON ALSO. TECHNICIAN AND FIELD ENGINEER TEST DROVE THE CUSTOMERS CAR TO CONFIRM REPAIR. VEHICLE CONFI

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total

10/23/2007	----	12,555	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0248414	$195.49

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: OTHERS — **Claim No.** 248414

REPLACE NAV ECU - IN PARTS DEPT MULTIFUNCTION SCREEN WILL NOT ALLOW CHANGES WHEN PUSHED SOMETIMES WILL FREEZE ON ""I AGREE"" 526 SOP IN MULTIFUNCTION SCREEN HAS AN OPEN CIRCUIT IN IT. COULD NOT RETRIEVE CODES BECAUSE THE SCREEN WAS INOP. THIS LED TO A NAVIGATION ECU BEING REPLACED(WHICH HAS BEEN THE PROBLEM ON OTHER VEHICLES). AFTER THE NAV ECU WAS REPLACED, THE MULTI-SCREEN WAS REPLACED. FUGITSU TEN CALLED BEFORE SHIPPING THE SCREEN T — **SSC No.** ---- **Agreement** ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
10/05/2007	----	12,337	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0247455	$0.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **Claim No.** ---- **SSC No.** ---- **Agreement** ----

INSPECT FOR NAV/MULTIFUNCTION SCREEN WILL NOT ALLOW ANY CHANGES AFTER PUSHING ""I AGREE"" BUTTON ADVISE SPECIAL ORDER ECU

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
08/27/2007	----	11,439	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0242270	$4,851.73

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: U660E SHIFT FLARE CONCERNS RECAL TCM — **Claim No.** 242270

INSPECT FOR REVING & HIGH RPM WHEN DRIVING & SHIFTING LAST TIME 40 MPH & RPM REVED TO 3K WHILE ON LIGHT GAS PEDAL (1-2K RPM RANGE) CAR NEEDS TSB TC005-07 RECALIBRATED THE ECU TEST DROVE CAR IT WAS STILL HAS A SHIFT FLARE.REPLACED THE ATM AND TEST DROVE CAR.DURING THE REOMVAL OF THE TRANS AN EXHAUST STUD BECAME STUCK AND IT BROKE I HAD TO DRILL AND RETAP THE BOLT HOLE AND INSTALL A NEW STUD AND NUT INSPECT FOR REVING & HIGH RPM WHEN DRIVING & SHIFTING LAST TIME 40 MPH & RPM REVED TO 3K WHILE ON LIGHT GAS PEDAL (1-2K RPM RANGE) CAR NEEDS TSB TC005-07 RECALIBRATED THE ECU TEST DROVE CAR IT WAS STILL HAS A SHIFT FLARE.REPLACED THE ATM AND TEST DROVE CAR.DURING THE REOMVAL OF THE TRANS AN EXHAUST STUD BECAME STUCK AND IT BROKE I HAD TO DRILL AND RETAP THE BOLT HOLE AND INSTALL A NEW STUD AND NUT INSPECT FOR REVING & HIGH RPM WHEN DRIVING & SHIFTING LAST TIME 40 MPH & RPM REVED TO 3K WHILE ON LIGHT GAS PEDAL (1-2K RPM RANGE) CAR NEEDS TSB TC005-07 RECALIBRATED THE ECU TEST DROVE CAR IT WAS STILL HAS A SHIFT FLARE.REPLACED THE ATM AND TEST DROVE CAR.DURING THE REOMVAL OF THE TRANS AN EXHAUST STUD BECAME STUCK AND IT BROKE I HAD TO DRILL AND RETAP THE BOLT HOLE AND INSTALL A NEW STUD AND NUT — **SSC No.** ---- **Agreement** ----

Condition 2 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **Claim No.** ---- **SSC No.** ---- **Agreement** ----

CHECK ALL TIRE PRESSURES (INCLUDING SPARE) CHECKED ALL TIRE PRESSURE

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
06/05/2007	----	9,968	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0233465	$105.00

Condition 1 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **Claim No.** ----

CHECK FOR VEHCILE SEEMS TO TAKE OFF WHEN DRIVING SEEMS 1500 TO 2000 RPM RANGE WITHIN FIRST 5-8 MILES AFTER VEHICLE IS COLD (EVEN IF VEHICLE IS TURNED OFF AFTER SHORT STOP) TEST DROVE VEHICLE TWICE. NO PROBLEM FOUND REROAD TESTED AFTER VEHICLE COOLED OVER NIGHT COULD NOT DUPLICATE ON MORNING ROAD TEST — **SSC No.** ---- **Agreement** ----

Condition 2 — **Pay Type:** CUSTOMER PAY

Op Code Desc: — **Claim No.** ---- **SSC No.** ---- **Agreement** ----

REPLACE MISSING TIRE VALVE STEM CAP DONE

Condition 3 — **Pay Type:** CUSTOMER PAY

Op Code Desc: 10000 MILE SERVICE NON WARRANTY-NON OEM — **Claim No.** ----

CUSTOMER REQUESTS 10000 MILE SERVICE SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE 10000 MILE SERVICE PERFORMED — **SSC No.** ---- **Agreement** ----

Condition 4 — **Pay Type:** CUSTOMER PAY

Op Code Desc:
CHECK FOR PROPER OPERATION OF HEAT/COOL SEATS NORMAL OPERATION FOUND.

Claim No. ----
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
11/21/2006	----	4,767	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0212844	$86.00

Condition 1 **Pay Type:** CUSTOMER PAY

Op Code Desc:
SFI.MFI ~|~CUSTOMER STATES VEHICLE WILL HAVE HARSH SHIFT WHEN DRIVING MID SPEEDS STOP & GO ~|~TRANS FLUID LOW NO LEAKS FOUND ~|~TOPPED OFF AUTO TRANS FLUID, CUSTOMER WILL RETURN IF HARSH SHIFT IS NOT CORRECTED CHECKED COMPUTER SYSTEM / NO CODES PRESENT/ READINGS NORMAL SFI.MFI

Claim No. ----
SSC No. ----
Agreement ----

Condition 2 **Pay Type:** CUSTOMER PAY

Op Code Desc:
DISTRIBUTOR/HDLIGHT/T. SGNL ~|~CHECK FOR PROPPER OPERATION OF PATHWAY LIGHTING & UNDER MIRROR LIGHTING ~|~ ~|~PATHWAY LIGHTS SET AT 30 SEC. UNDER MIRROR LIGHTS OK AT THIS TIME DISTRIBUTOR/HDLIGHT/T. SGNL

Claim No. ----
SSC No. ----
Agreement ----

Condition 3 **Pay Type:** CUSTOMER PAY

Op Code Desc:
OTHERS

Claim No. ----
SSC No. ----
Agreement ----

Op Code Desc:
OTHERS ~|~ONE TIME VEHICLE WAS STARTED AFTER SITTING OVER NIGHT/ ENGIN TICKING & WHITE SMOKE FROM TAIL PIPE ~|~OIL LOW NO LEAKS FOUND, SMOKE FROM CONDENSATON IN MUFFLER ~|~PERFORMED 5K SERVICE ON OTHER LINE OF THIS RO

Condition 4 **Pay Type:** WARRANTY PAY

Op Code Desc: 5,000 MILE SERVICE
5,000 MILE SERVICE

Claim No. 212844
SSC No. ----
Agreement ----

Op Code Desc:
5,000 MILE SERVICE ~|~CUSTOMER REQUESTS 5000 MILE SERVICE ~|~SCHEDULED MAINTENANCE DUE TO TIME OR MILEAGE ~|~5,000 MILE SERVICE ROAD TEST AND BODY INSPECTION. THIS INCLU DES FACTORY AND HENNESSY LEXUS RECOMMENDED SERVICE. THESE RECOMMENDATIONS ARE BASED ON ATLANTA DRIVING CONDITIONS. FRONT BRAKE PADS WEAR, REAR BRAKE PAD WEAR, TIRE TREAD DEPTH READINGS. ROTATION

Condition 5 **Pay Type:** CUSTOMER PAY

Op Code Desc:
NON WARRANTABLE OPERATION CODE ~|~TIRE PRESSURE INDICATOR COMES ON (35PSI IN ALL) ~|~FOUND ALL TIRES SET AT 30PSI WHEN COLD ~|~SET ALL TIRES TO 35PSI WHEN COLD NON WARRANTABLE OPERATION CODE

Claim No. ----
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
05/29/2006	----	15	HENNESSY LEXUS OF ATLANTA-(61002)	PASTORIC, R	0194619	$39.00

Condition 1 **Pay Type:** WARRANTY PAY

Op Code Desc:
LEXUS PERSONALIZED ~|~CUSTOMER REQUEST LEXUS PERSONALIZED SETTINGS BE PROGRAMMED ~|~INSPECTED CURRENT SETTINGS ~|~ADJUSTED LEXUS PERSONALIZED SETTINGS PER CUSTOMER REQUEST WASHED AND VACCUMED VEHICLE

Op Code Desc: LEXUS PERSONALIZED SETTINGS
LEXUS PERSONALIZED

Claim No. 94619A
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
05/26/2006	----	8	HENNESSY LEXUS OF ATLANTA-(61002)	MARMONTELLO, T	0194412	$101.00

Condition 1 **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc:
NEW CAR CLEAN UP ~|~NEW CAR CLEAN UP ~|~NEW CAR DEPARTMENT DELIVERY ~|~CLEANED FOR DELIVERY NEW CAR CLEAN UP

Claim No. ----
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
05/23/2006	----	13	HENNESSY LEXUS OF	DUNCAN, J	0194044	$195.00

ATLANTA-(61002)

Condition 1

Op Code Desc: PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES
PRE-DELIVERY SERVICE FOR USA

Op Code Desc:
PRE-DELIVERY SERVICE FOR USA ALL ALTITUDES ~|~PRE DELIVERY INSPECTION ~|~NEW CAR DELIVERY ~|~001013 PDI USA ALL ALTITUDES

Pay Type: WARRANTY PAY
Claim No. 010962
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/25/2006	----	0.0	JOYSERV - WARRANTY-(63898)		A891153	$36.38

Condition 1

Op Code Desc:

Pay Type: WARRANTY PAY
Claim No. 891153
SSC No. ----
Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
04/20/2006	08/17/2006	0.0	JOYSERV - WARRANTY-(63898)		A869833	$73.76

Condition 1

Op Code Desc:

Pay Type: WARRANTY PAY
Claim No. 869833
SSC No. ----
Agreement ----

OWNERSHIP HISTORY

Associated Parties	Role	Start Date	End Date
[redacted]			

[redacted]

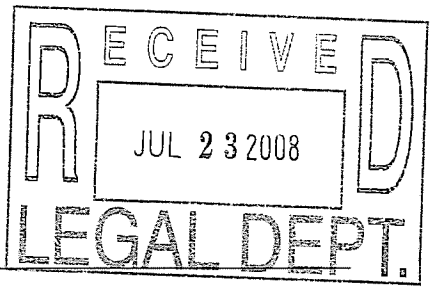
CENTRAL REGION

TOY-RQ-05D-00000439

Printed by CHargrave

07/21/2008 01:48:06 PM

Case Report - 200806260031



Customer/Caller Summary:

Customer Name/Address: [redacted]
Fishers, IN [redacted]

Caller Phone:
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Cruise Control System; Ease of Use
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Frustrated
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Cruise Control System
Condition:	Ease of Use
VIN:	JTHBJ46G772[redacted]
Dofu:	07/12/2006
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	ES 350
Region:	Central
District:	02
Dealer 1:	Tom Wood Lexus, 61301
Selling Dealer:	Lexus Of Ft. Wayne, 61302

Case History:

Caller Seeks: Cust would like a FTS inspect the veh ASAP
CAC Stated: Adv cust a f/u will call back, w/in 2 business.

*** PHONE LOG 06/26/2008 06:10:06 AM VElAssal
Caller states: Tom Wood Lexus called him and adv for him to contact LCS to request a FTS inspector inspect his veh, which is at the dlr. Cust is working with Kelly White. Cust sts the veh lockedin cruise control at 110 mph. Inquired to the finding, cust sts he doesn't know that is out job. Inquired if he has the VIN. Cust adv LCS can contact the dlr.

Cust sts this is a safety concern.

*** NOTES 06/26/2008 12:54:14 PM ZForeman
To: Mike Humme, SM Tom Wood Lexus
From: Zandra Foreman, LCS 310-468-6246

Please review the customer's vehicle concerns and log notes or contact me directly to discuss.

Thanks!

*** SUBCASE 200806260031-1 CREATED 06/26/2008 12:56:46 PM ZForeman

*** PHONE LOG 06/26/2008 01:13:51 PM ZForeman Action Type: Outgoing call
Reviewed cust veh concerns w/MHumme, SM for Tom Wood Lexus. Dlr sts cust was in OH when the incident occurred. Dlr sts veh was taken to one of the Germain dlrs for inspection but cust sts dlr was unable to address his veh concerns. Dlr sts cust came to Tom Wood s/w a svc tech who adv a veh inspection could be arranged. Dlr sts DPfeiffer, FTS was contacted & can inspect the veh next week but the req needs to be generated by LCS. Dlr provided veh VIN # JTHBJ46G772[redacted] Adv dlr I will email SHong, DSPM and AHorstman, CSA for the Central Area to discuss the cust req.

*** PHONE LOG 06/26/2008 01:16:24 PM ZForeman Action Type: Incoming call
Reviewed cust req w/SHong. DSPM is aware of cust veh concerns and agrees a veh inspection is appropriate. DSPM adv to contact AHorstman to arrange an FTS inspection time.

*** NOTES 06/26/2008 01:26:46 PM ZForeman
Emailed AHorstman FTS veh inspection req.

*** PHONE LOG 06/26/2008 01:47:48 PM ZForeman Action Type: Incoming call
Reviewed cust veh concerns w/AHorstman. Area is aware of cust req and concerns. Area is req additional info regarding the cust experience. (Was the veh involved in an accident, did the air bags deploy and veh current location). Adv AHorstman I will contact the cust and f/u when more info is avail.

*** PHONE LOG 06/26/2008 02:49:05 PM ZForeman Action Type: Outgoing call
Clld cust to discuss his req for inspection. Cust sts this experience occurred on 6/16. Cust sts everything was happening so fast he thought he saw 110 mph but he cant be sure. Cust sts his veh has only been inspected by Tom Wood Lexus. Cust sts this experience did not cause an accident and vehs air bags did not deploy.

*** PHONE LOG 06/27/2008 09:23:54 AM ZForeman Action Type: Incoming call
AHorstman, CSA clld and adv Dan Pfeiffer will be avail to inspect the veh on July 3rd. Clld cust and adv his veh will be inspected on the 3rd. Cust sts he will be traveling but thanks LCS for the asstnc. Cust seeks no further asstnc from LCS at this time. Case Closed pending veh inspection by FTS.

*** CASE CLOSE 06/27/2008 09:24:33 AM ZForeman
Case Closed pending veh inspection.

*** SUBCASE 200806260031-1 CLOSED 06/27/2008 09:24:53 AM ZForeman

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Activity Summary:

Activity	Date/Time	Originator	Additional Information
Subcase Close	06/27/2008 09:24:53 AM	ZForeman	Number = 200806260031-1, Status = Action CAC, Resolution Code = Full..
Case Close	06/27/2008 09:24:33 AM	ZForeman	Status = Closed, Resolution Code = Full, State = Open.
Phone Log	06/27/2008 09:23:54 AM	ZForeman	Start = 06/27/2008 09:23:50 AM, End = 06/27/2008 09:23:54 AM, Contact = [redacted]
Phone Log	06/26/2008 02:49:05 PM	ZForeman	Start = 06/26/2008 02:49:00 PM, End = 06/26/2008 02:49:05 PM, Contact = [redacted].
Phone Log	06/26/2008 01:47:48 PM	ZForeman	Start = 06/26/2008 01:47:45 PM, End = 06/26/2008 01:47:48 PM, Contact = [redacted]
Modify	06/26/2008 01:26:47 PM	ZForeman	into WIP default and Status of Action CAC.
Notes	06/26/2008 01:26:46 PM	ZForeman	Log notes.
Phone Log	06/26/2008 01:16:24 PM	ZForeman	Start = 06/26/2008 01:16:21 PM, End = 06/26/2008 01:16:24 PM, Contact = [redacted]
Phone Log	06/26/2008 01:13:51 PM	ZForeman	Start = 06/26/2008 01:03:51 PM, End = 06/26/2008 01:13:51 PM, Contact = [redacted]
Admin Subcase	06/26/2008 12:56:46 PM	ZForeman	Number = 200806260031-1, Created in WIP default with due date 06/30/2008 12:56:42 PM..
Notes	06/26/2008 12:54:14 PM	ZForeman	Log notes.
Rule Action	06/26/2008 12:52:29 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	06/26/2008 12:52:29 PM	ZForeman	Set Originator: by ZForeman
Yanked	06/26/2008 12:52:25 PM	ZForeman	Case grabbed from VElAssal to ZForeman's default WipBin.
Chg Status	06/26/2008 12:52:25 PM	ZForeman	Case yanked
Dispatch	06/26/2008 06:10:32 AM	VElAssal	from WIP default to Queue MCM Central Follow-up.
Modify	06/26/2008 06:10:06 AM	VElAssal	into WIP default and Status of Action CAC.
Phone Log	06/26/2008 06:10:06 AM	VElAssal	Start = 06/26/2008 05:47:15 AM, End = 06/26/2008 06:10:06 AM, Contact = [redacted]
Modify	06/26/2008 06:10:05 AM	VElAssal	into WIP default and Status of Action CAC.
Create	06/26/2008 05:47:15 AM	VElAssal	Contact = [redacted], Priority = Customer, Status = Action CAC.

Case Report - 200807090862

Customer/Caller Summary:

Customer Name/Address: [redacted]
Fishers, IN [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Cruise Control System; Ease of Use
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Cruise Control System
Condition:	Ease of Use
VIN:	JTHBJ46G772[redacted]
Dofu:	07/12/2006
Current Miles:	71000
Incident Miles:	69900
Model Year:	2007
Model Name:	ES 350
Region:	Central
District:	02
Dealer 1:	Tom Wood Lexus, 61301
Selling Dealer:	Lexus Of Ft. Wayne, 61302

Case History:

Caller Seeks: For Lexus to cover the cost of new computers and sensor to be installed as well as reimbursement of $619.90 for all the brake work done.

CAC Stated: Apol to cust and adv a dept spec would c/b within 2 B/D. Thanked cllr.

*** PHONE LOG 07/09/2008 12:36:31 PM LShields
REF 200806260031. 2007 ES 350 w/71k mi. Cust sts the veh was inspected by the FTS at Tom Wood Lexus and sts veh was given back w/o any major rprs made. Cust sts he had to pay $619.90 for new brake pads and rotors to be installed and the dlr adv there was no duplication of the cruise control experience he had. Cust sts the NTSB contacted cust and would like to inspect the veh to find out more about the experience he had.

*** NOTES 07/16/2008 03:26:02 PM ZForeman
To: Mike Humme, SM Tom Wood Lexus
From: Zandra Foreman, LCS 310-468-6246

Please review the customer's vehicle concerns and log notes or contact me directly to discuss.

Thanks!

*** PHONE LOG 07/16/2008 03:29:43 PM ZForeman Action Type: Outgoing call
Clld cust at [redacted] to discuss his veh concerns and req for asstnc. Adv cust I will be reviewing his req w/our dlr and will respond in the next 3-5 b/d. Cust sts he will wait for my c/b.

*** SUBCASE 200807090862-1 CREATED 07/16/2008 03:30:33 PM ZForeman

*** DEALER NOTES: 07/17/08 14:33:17
THIS VEHICLE WAS INSPECTED BY LEXUS FIELD REP DAN PFEIFER. FOUND NOTHING WRONG. THIS HAS OVER 70K MILES ON IT. I DONT SEE US DOING ANY WORK ON IT SINCE WE CANT DUPLICATE HIS CONCERN

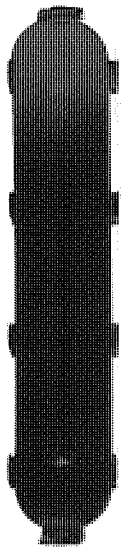
Activity Summary:

Activity	Date/Time	Originator	Additional Information

Rule Action	07/21/2008 10:45:25 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Chg Status	07/21/2008 10:45:17 AM	ZForeman	Case yanked
Yanked	07/21/2008 10:45:16 AM	ZForeman	Case grabbed from DLR61301 to ZForeman's default WipBin.
Rule Action	07/17/2008 02:33:24 PM	rulemgr	Action Notify Originator of dealer add of rule Lexus Notify Dealer Note Added fired
Notes	07/17/2008 02:33:15 PM	DLR61301	Log notes by dealer.
Assign	07/16/2008 03:30:40 PM	ZForeman	Case assigned to DLR61301
Chg Status	07/16/2008 03:30:40 PM	ZForeman	Case status changed to Action Dealer
Admin Subcase	07/16/2008 03:30:33 PM	ZForeman	Number = 200807090862-1, Created in WIP default with due date 07/18/2008 03:30:20 PM..
Phone Log	07/16/2008 03:29:43 PM	ZForeman	Start = 07/16/2008 03:29:38 PM, End = 07/16/2008 03:29:43 PM, Contact = [redacted]
Notes	07/16/2008 03:26:02 PM	ZForeman	Log notes.
Rule Action	07/16/2008 03:22:15 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	07/16/2008 03:22:11 PM	ZForeman	Set Originator: by ZForeman
Yanked	07/16/2008 03:22:09 PM	ZForeman	Case grabbed from LShields to ZForeman's default WipBin.
Chg Status	07/16/2008 03:22:09 PM	ZForeman	Case yanked
Dispatch	07/09/2008 12:36:40 PM	LShields	from WIP default to Queue MCM Central Follow-up.
Phone Log	07/09/2008 12:36:31 PM	LShields	Start = 07/09/2008 12:31:38 PM, End = 07/09/2008 12:36:31 PM, Contact = [redacted]
Create	07/09/2008 12:31:38 PM	LShields	Contact = [redacted] Priority = Customer, Status = Action CAC.

[redacted]

2008-10-45625
CLAIM



TOY-RQ-05D-00000444

Printed by CRinger170 09/18/2008 09:29:51 AM

Case Report - 200808290767

Customer/Caller Summary:

Customer Name/Address: [redacted]
Taunton, MA [redacted]

Caller Phone:
Caller Alt. Phone: [redacted]

Case Summary:

Case Title:	Product; FCRP; Engine- Powertrain; Idles too High
Case Type:	Accident
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	FCRP
Component:	Engine- Powertrain
Condition:	Idles too High
VIN:	4T1BE46K67U[redacted]
Dofu:	01/16/2007
Current Miles:	73080
Incident Miles:	73080
Model Year:	2007
Model Name:	Camry
Region:	Boston
District:	04
Dealer 1:	Boch Toyota South, 20132
Selling Dealer:	Boch Toyota South, 20132

Case History:

Caller Seeks: to be issued a new veh.
CAC Stated: PLEASE SEE CASE NOTES.

*** PHONE LOG 08/29/2008 11:09:42 AM GQuirola
Caller states: was traveling on I-95 highway going about 65 mph. Sts veh made noise as if gears are shifting. Sts veh started going from 65-95 mph on its own. Sts took 2 mins for veh to slow down to 65 mph. Sts cust had both feet on brake. Sts veh started shaking. Sts veh took 2 mins to reduce speed to 15 mph & was able to get to shoulder lane, then cust turned veh off. Sts veh shook so bad seat belt system engaged. Sts is registered owner. Sts incident occurred...

*** NOTES 08/29/2008 11:09:42 AM GQuirola
...8/27/08. Sts veh is currently @ dlr & dlr ran diagnostics & found nothing wrong with veh. Sts has heard veh idling very high in past few days. Sts fls very unsafe now due to fact that dlr found nothing wrong with veh & fls this can occur @ any moment again. Sks to be issued a new veh. Ncr apol & adv would forward to case mgr for f/u w/in 1 b/d, provided case #.

*** SUBCASE 200808290767-1 CREATED 08/29/2008 01:24:08 PM GGonzalez

*** NOTES 09/02/2008 07:42:04 AM GGonzalez
Note: Prev rep only got partial Vin and Ncr GGonzalez was unable to verify the cust's contact info on KM. Unable to update.

*** NOTES 09/02/2008 09:38:34 AM GGonzalez
+OUTGOING CALL TO DLR+
NCR l/m for SM John. Adv Case Manager name, phone#, and office hrs requesting a c/b. NCR adv cust name & concern. Probing for RO history.

*** NOTES 09/02/2008 12:52:32 PM GGonzalez
+OUTGOING CALL TO CUST+
Cust adv she heard the motor speeding up/idling. Went from 65-95. Stepped on the brake and still would not slow down. Veh then started to shake and took about 2 minutes to bring it down. Adv then she stopped the motor. Veh shook so much that the seat belt engaged. Adv then waited for about 5 minutes. Cust then started the veh again the veh sounded normal and then she drove again.

*** NOTES 09/02/2008 12:52:39 PM GGonzalez
Cust took the veh to the dlr and they inspected the veh. Dlr adv the adv there was nothing wrong with the veh. Adv the next day they took the veh for a test ride and found nothing wrong with the veh. Ncr asked the cust for the full vin#. Cust adv she is going to look for it and call Ncr tomorrow. Ncr thanked.

*** NOTES 09/02/2008 01:42:35 PM RVelasquez
Cust calling to adv of veh VIN # 4t1be46k67u[redacted]. CSR apol and adv cust VIN # added to case.

*** NOTES 09/03/2008 07:47:31 AM GGonzalez
NCR UPDATED CUST CONTACT INFO IN KM AND CLARIFY. CUST HAS NO EMAIL ADDRESS.

*** NOTES 09/03/2008 07:51:53 AM GGonzalez
===FCRP===
+OUTGOING CALL TO CUST+
Cust adv she heard the motor speeding up/idling. Went from 65-95. Stepped on the brake and still would not slow down. Veh then started to shake and took about 2 minutes to bring it down. Adv then she stopped the motor. Veh shook so much that the seat belt engaged. Adv then waited for about 5 minutes. Cust then started the veh again the veh sounded normal and then she drove again.

*** NOTES 09/03/2008 07:51:59 AM GGonzalez
Cust took the veh to the dlr and they inspected the veh. Dlr adv the adv there was nothing wrong with the veh. Adv the next day they took the veh for a test ride and found nothing wrong with the veh.

*** NOTES 09/03/2008 07:52:07 AM GGonzalez
NCR apol and adv reg will contact w/in 3 bus days regarding request. adv veh may be inspected but no guarantees. adv if reg inspects veh, inspection will take place w/in 30 days and results mailed w/in 30 days after the inspection.

LEGAL REQUESTS FIELD CONTACT REPORT W/MANY INTERIOR AND EXTERIOR PHOTOS.
n for review.

*** SUBCASE 200808290767-1 CLOSED 09/03/2008 07:53:37 AM GGonzalez

*** NOTES 09/05/2008 02:18:41 PM DCurtis
Cust called to speak to Georgina. NCR apol & adv she is not available, will document call & request call back. Cust is very frustrated that she has been w/o a veh, would like an answer/update, something as to what is going on & what will be done. NCR apol & adv will request call back.

*** NOTES 09/08/2008 12:51:28 PM RPerez
Caller sts would like a c/b reg status of case. NCR apol & adv Case Manager is not currently available but would have Case Manager c/b cust by the end of 1 bus day. Cllr asks to please call on alt number

*** NOTES 09/08/2008 12:59:26 PM GGonzalez
+OUTGOING CALL TO CUST+
Cust adv she wanted add information to her case. Cust adv the SM at the dlr stated an FTS was going to visit the dlr on the 4th. Cust adv she wanted to let Toy know. Ncr apol and adv the cust the region still has until today to call her. Ncr adv the cust if she does not receive a c/b by today then she can call Ncr back. Cust thanked.

*** NOTES 09/09/2008 01:06:16 PM GCarr
Cust called to speak with case mgr. (not avialble per IM) NCR apolo and adv case mgr will contact within 1b/d.

*** NOTES 09/10/2008 01:18:35 PM RPerez
Caller sts would like a c/b reg status of case. NCR apol & adv Case Manager is not currently available but would have Case Manager c/b cust by the end of 1 bus day. Cllr thanked

*** NOTES 09/10/2008 02:39:13 PM GGonzalez
+OUTGOING CALL TO CUST+
Cust adv she was called from the dlr and adv the FTS inspected the veh on Monday and found nothing wrong with her veh. Cust adv she has not received any documentation of the inspection. Cust adv when she picked up the veh they saw that the car was idling high. Adv she still has a concern with it idling. Ncr adv will research and give cust a call on Friday.

*** NOTES 09/12/2008 01:47:31 PM RVelasquez
Cust called requesting to speak to Case Mgr. NCR apol and adv cust Case Mgr. unavail. Adv c/b within 1 b/d

*** NOTES 09/12/2008 02:49:19 PM DCurtis
Cust called in to speak to Georgina. NCR apol & adv she is not available, will document call & request call back. Cust upset that she has not received call back as promised & would like to know if report has been provided. NCR apol & referred to mytoyota online for service history.

*** NOTES 09/12/2008 03:13:19 PM GGonzalez
+OUTGOING CALL TO CUST+
Cust adv the dlr stated the veh was inspected on 9/5. Cust adv it was inspected 9/9. They did not call until the 9/9 in the morning and was a regional rep that was there on the 9/8 that inspected her veh. She picked up no one was there.

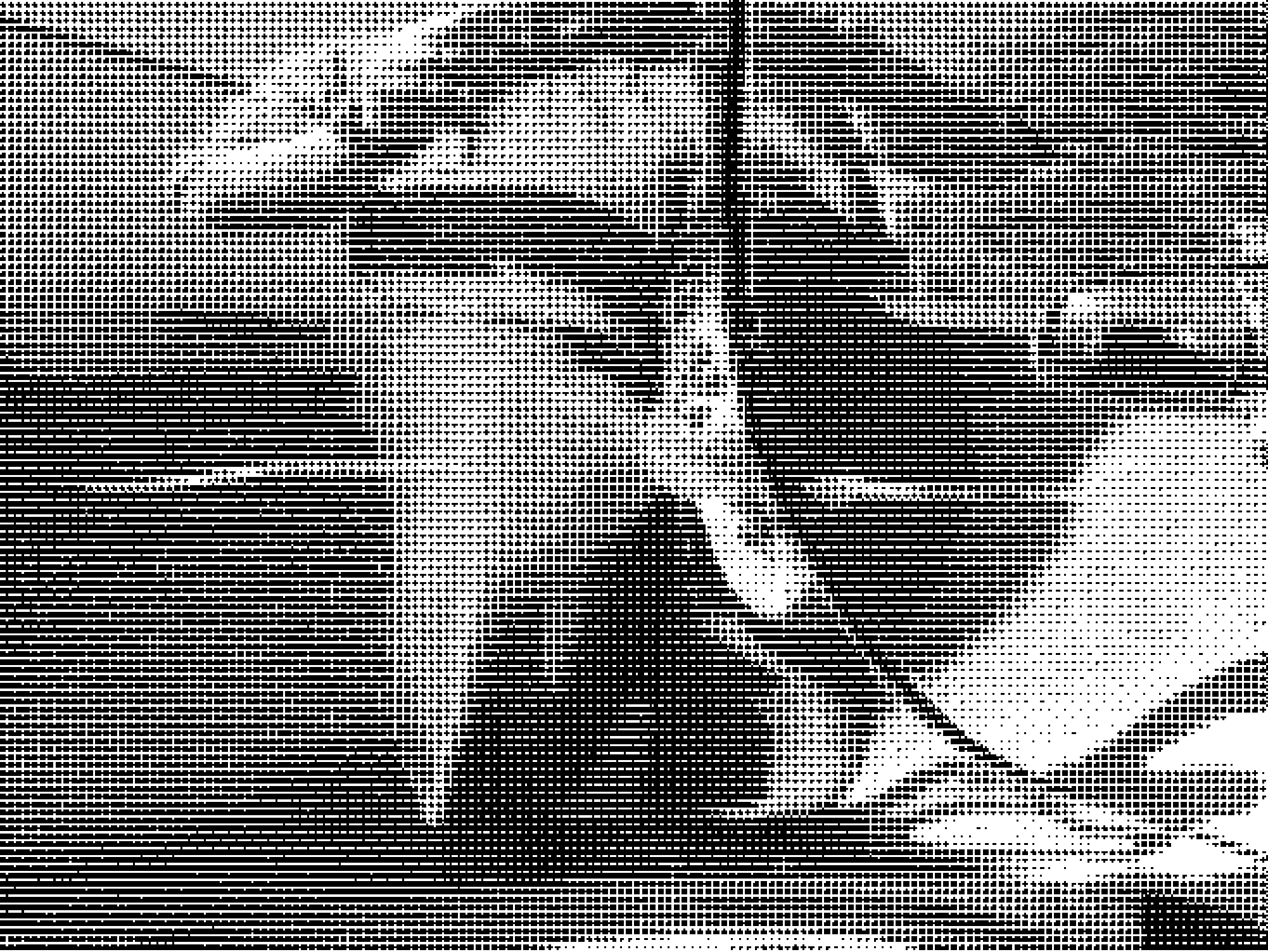
*** NOTES 09/12/2008 03:13:25 PM GGonzalez
Cust feels like her veh was not inspected. Cust wants to confirm that the veh was inspected by Toy and also wants documentation that it was. Ncr apol and adv has already left messages for the dlr. Ncr will also call the region to confirm the inspection. Adv will call 9/16.

*** NOTES 09/16/2008 10:52:13 AM GGonzalez
+OUTGOING CALL TO DLR+
SM John adv the FTS George Hoy did inspect the veh. Adv he was not able to duplicate it. SM adv If the cust has a concern with the veh idling she can always bring the veh into the dlr for inspection. Ncr thanked.

*** NOTES 09/16/2008 01:03:35 PM GGonzalez
+OUTGOING CALL TO CUST+
Ncr called cust and left message. Ncr adv confirmed with the dlr and the region that the veh was inspected by a regional representative. Ncr adv a written response will be sent to her within 30 days. Ncr adv if she has any questions she can always c/b. Adv contact info.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Yanked	09/18/2008 06:44:56 AM	CRinger170	Case grabbed from GGonzalez to CRinger170's default WipBin.
Chg Status	09/18/2008 06:44:56 AM	CRinger170	Action Region
Notes	09/16/2008 01:03:35 PM	GGonzalez	Log notes.
Notes	09/16/2008 10:52:13 AM	GGonzalez	Log notes.
Notes	09/12/2008 03:13:25 PM	GGonzalez	Log notes.
Notes	09/12/2008 03:13:19 PM	GGonzalez	Log notes.
Rule Action	09/12/2008 02:49:28 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/12/2008 02:49:19 PM	DCurtis	Log notes.
Rule Action	09/12/2008 01:47:33 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/12/2008 01:47:31 PM	RVelasquez	Log notes.
Notes	09/10/2008 02:39:13 PM	GGonzalez	Log notes.
Rule Action	09/10/2008 01:18:37 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/10/2008 01:18:35 PM	RPerez	Log notes.
Rule Action	09/09/2008 01:06:18 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/09/2008 01:06:16 PM	GCarr	Log notes.
Notes	09/08/2008 12:59:26 PM	GGonzalez	Log notes.
Rule Action	09/08/2008 12:51:37 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/08/2008 12:51:28 PM	RPerez	Log notes.
Rule Action	09/05/2008 02:18:51 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/05/2008 02:18:41 PM	DCurtis	Log notes.
Subcase Close	09/03/2008 07:53:37 AM	GGonzalez	Number = 200808290767-1, Status = Action CAC, Resolution Code = Full..
Dispatch	09/03/2008 07:53:32 AM	GGonzalez	Action Region.
Chg Status	09/03/2008 07:53:32 AM	GGonzalez	Case sent to region: Boston
Modify	09/03/2008 07:53:30 AM	GGonzalez	into WIP default and Status of Action CAC.
Notes	09/03/2008 07:52:07 AM	GGonzalez	Log notes.
Notes	09/03/2008 07:51:59 AM	GGonzalez	Log notes.
Notes	09/03/2008 07:51:53 AM	GGonzalez	Log notes.
Modify	09/03/2008 07:48:56 AM	GGonzalez	into WIP default and Status of Action CAC.
Modify	09/03/2008 07:48:42 AM	GGonzalez	into WIP default and Status of Action CAC.
Notes	09/03/2008 07:47:31 AM	GGonzalez	Log notes.
Modify	09/03/2008 07:46:59 AM	GGonzalez	into WIP default and Status of Action CAC.
Rule Action	09/02/2008 01:42:44 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired



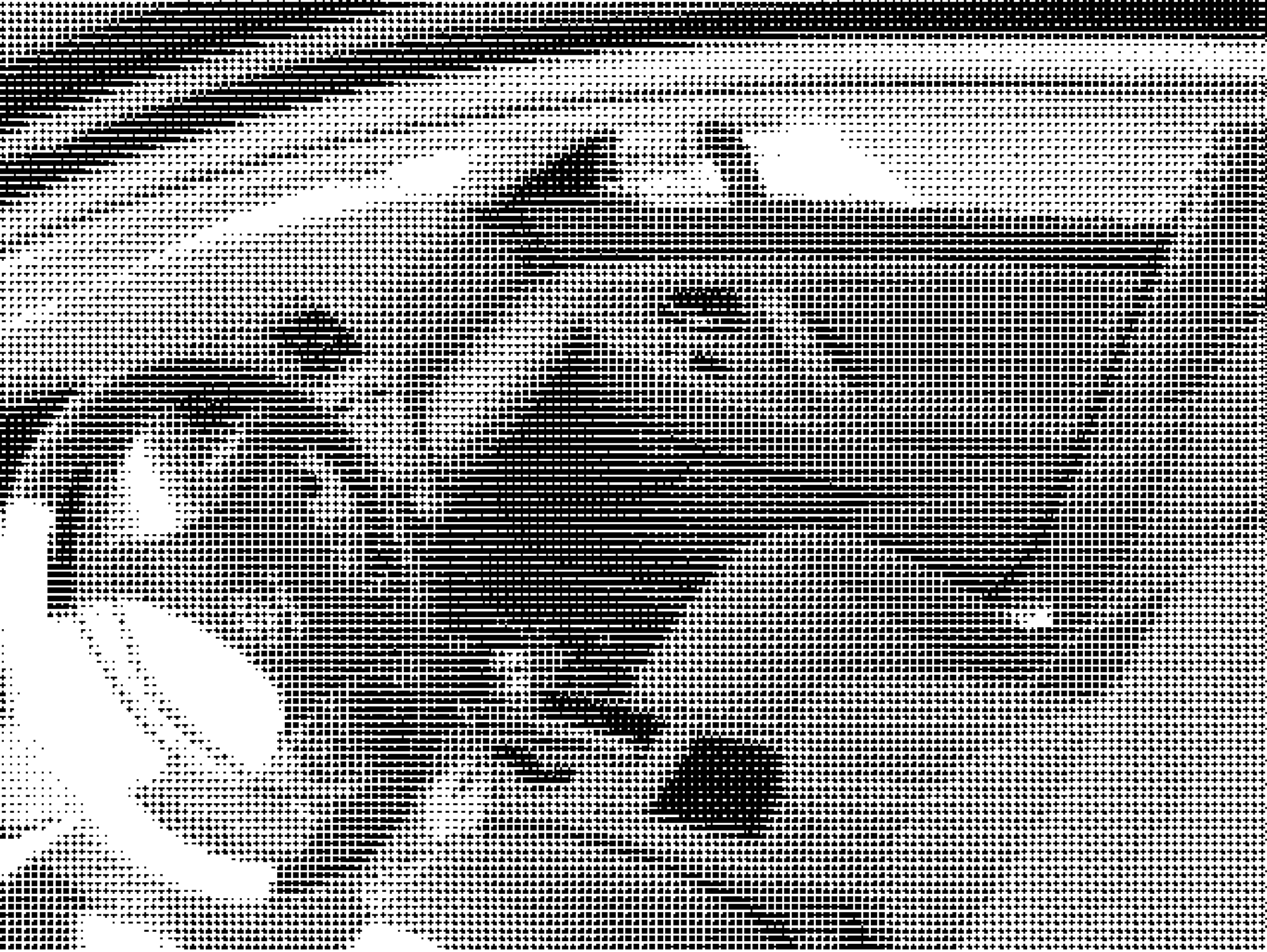
TOY-RQ-05D-00000450

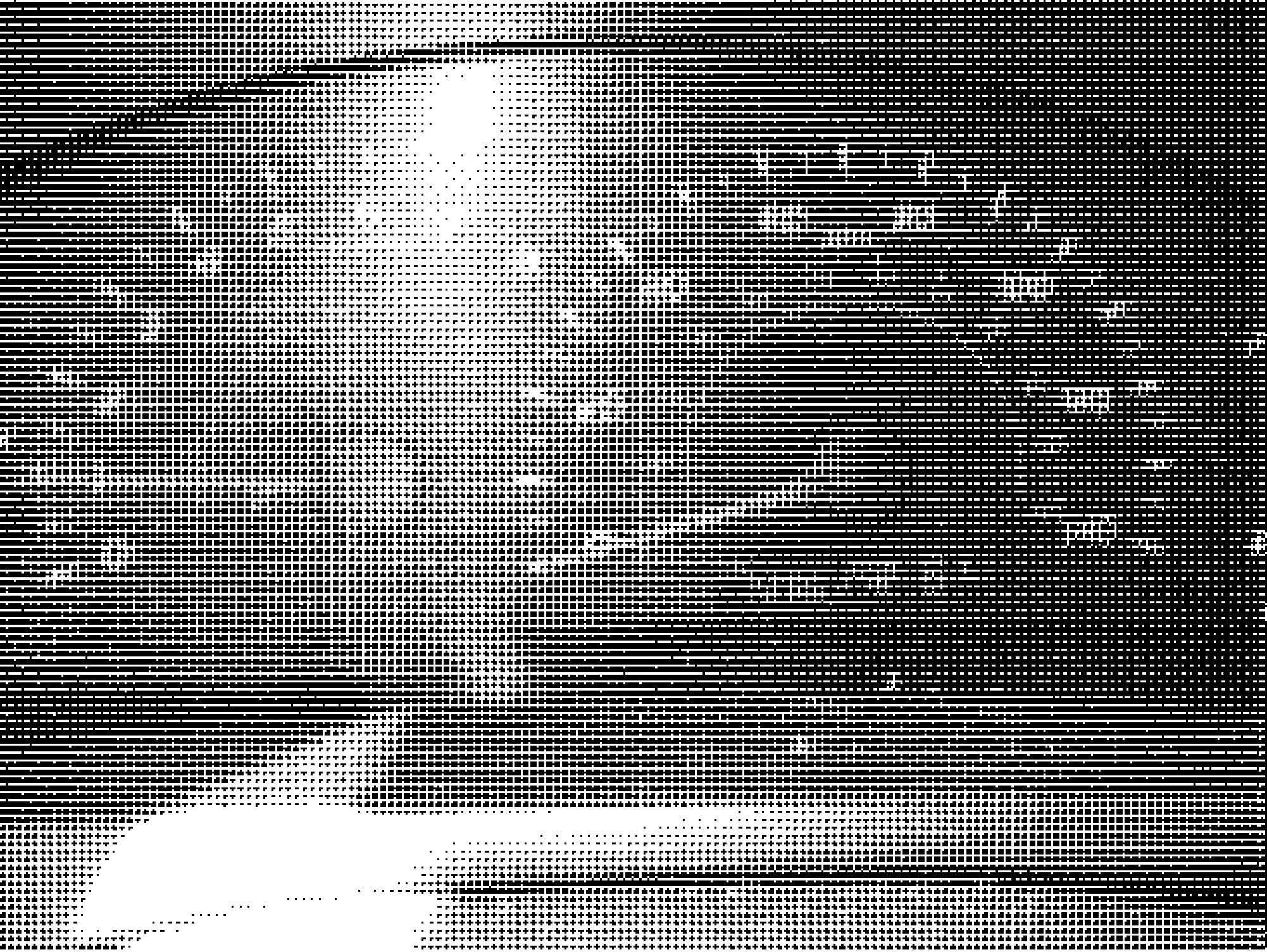
TOY-RQ-05D-00000451

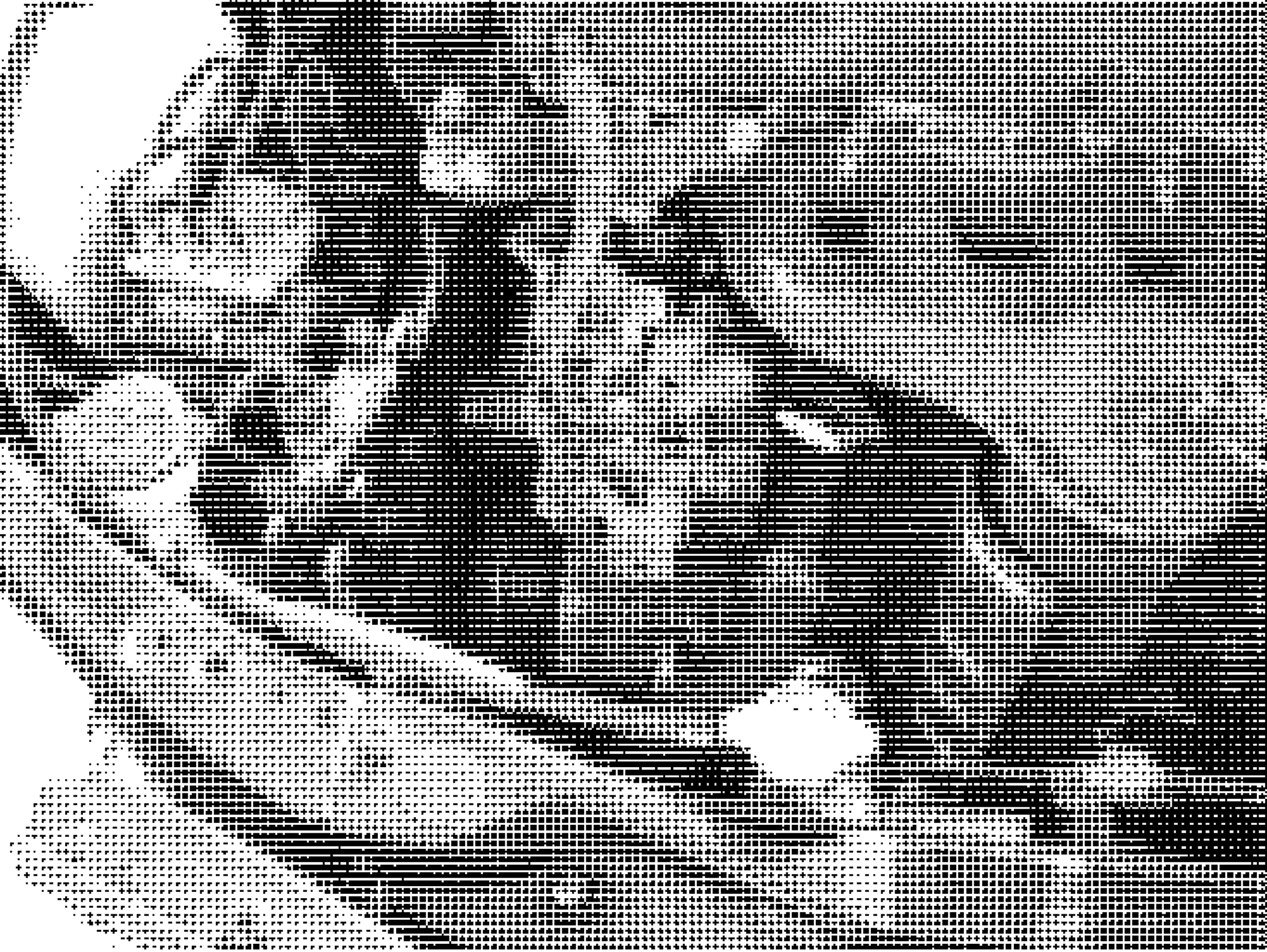
TOY-RQ-05D-00000452

TOY-RQ-05D-00000454

TOY-RQ-05D-00000455

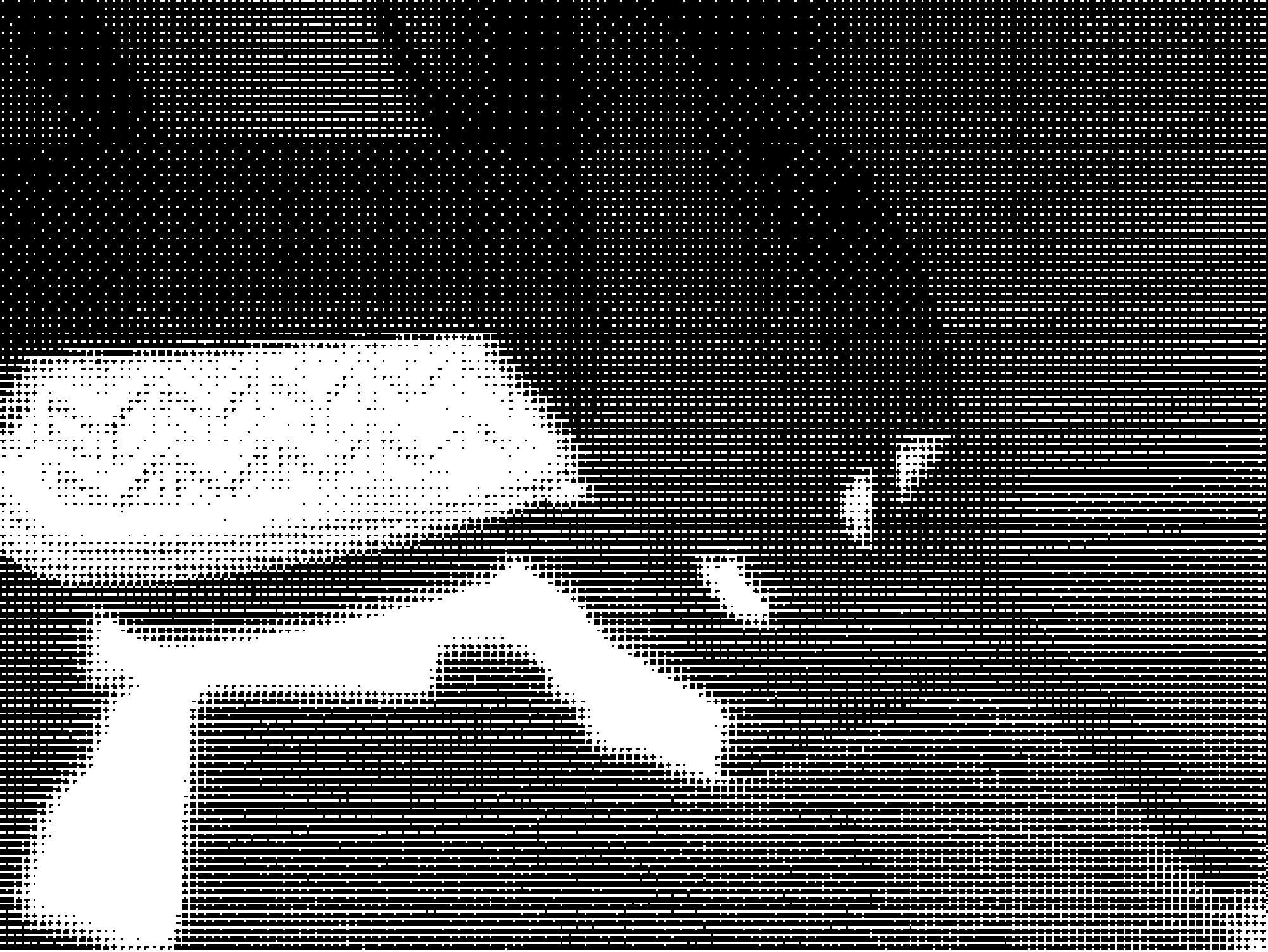




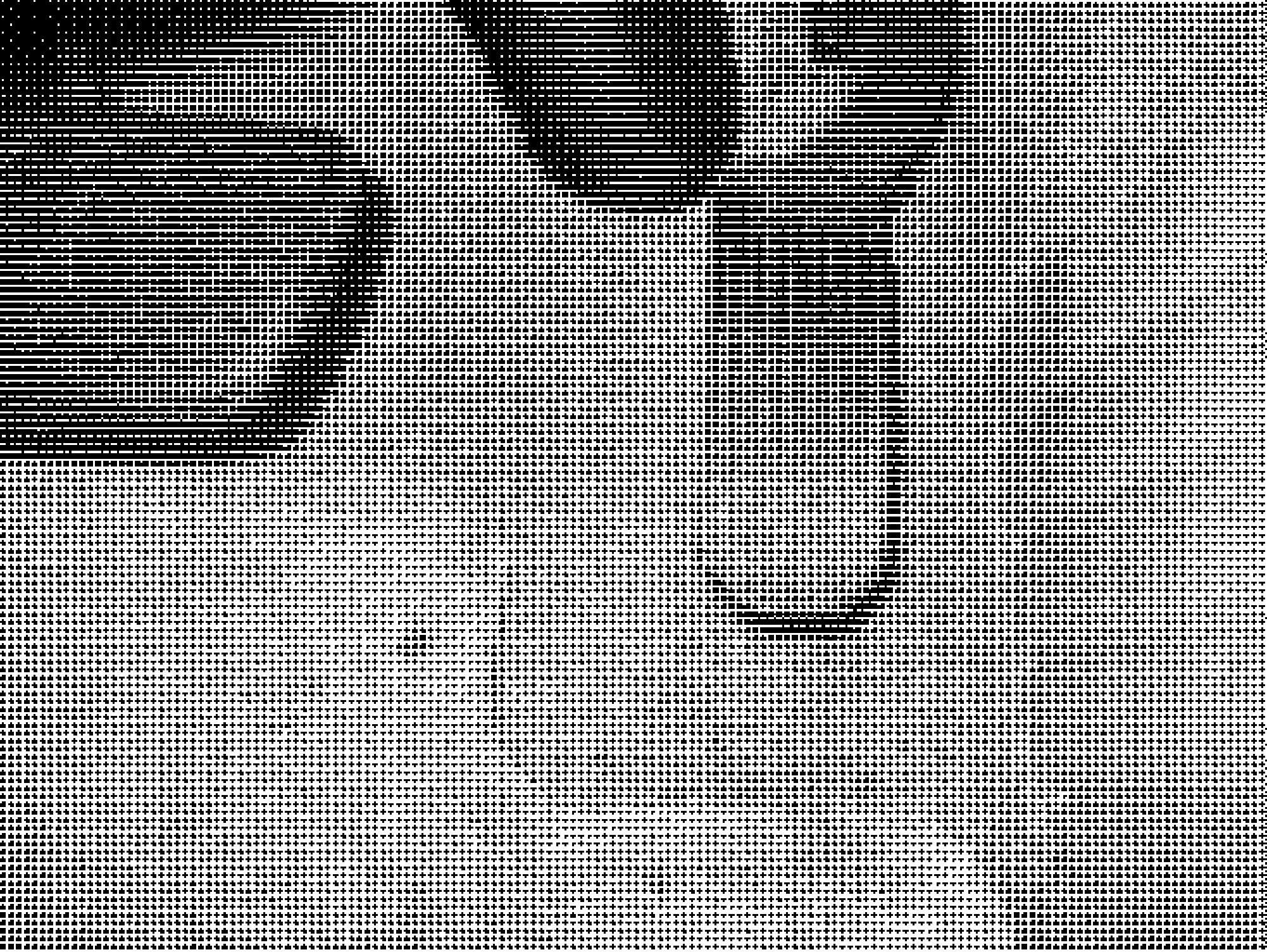


TOY-RQ-05D-00000466

TOY-RQ-05D-00000469



TOY-RQ-05D-00000470



TOY-RQ-05D-00000475

TOYOTA

Writers Direct Telephone (310) 468-5638
Writers Direct Fax (310) 381-5017

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

October 13, 2008

[redacted]
TAUNTON MA [redacted]

Re: Date of Loss: August 27, 2008
Vehicle: 2007 Toyota Camry
VIN: 4T1BE46K67U[redacted]

Dear [redacted]

This letter is in response to your communication with our Customer Experience Center. Toyota Motor Sales, USA, Inc. ("TMS") has completed its technical inspection of your vehicle.

You reported that while driving at approximately 65 miles per hour on the freeway that the vehicle suddenly accelerated on its own, going up to 95 miles per hour before you were able to slow the vehicle back to 65 by using both feet to step on the brake pedal. It took you more time to slow the vehicle enough so you could move to the shoulder of the freeway before you could turn the engine off. Your vehicle was inspected to address your allegation of unintended acceleration.

Your vehicle's throttle, throttle linkage and related components were inspected and found operating as designed, within factory specifications. Furthermore, a performance test was conducted and no abnormal conditions were present.

We are very sorry to learn of this unfortunate incident, however our inspection of your vehicle did not reveal any evidence of malfunction or vehicle defect, and we are unable to offer additional assistance.

Thank you for allowing us the opportunity to address your concerns.

Very truly yours,

[redacted]
Troy H. Higa
Claims Administrator

CENTRAL REGION

TOY-RQ-05D-00000477

Case Report - 200811050055

Customer/Caller Summary:

Customer Name/Address: [redacted]
Dublin, OH [redacted]

Caller Phone:
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Gas Pedal/Linkage- Engine; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Gas Pedal/Linkage- Engine
Condition:	Other-Please Specify
VIN:	JTHCK262X72[redacted]
Dofu:	08/14/2007
Current Miles:	20000
Incident Miles:	20000
Model Year:	2007
Model Name:	IS 250
Region:	Central
District:	03
Dealer 1:	Germain Lexus Of Dublin, 63401
Selling Dealer:	Germain Lexus Of Dublin, 63401

Case History:

Caller Seeks: Cust sts his wife refuses to get into the veh again, so cust sks for Lexus to buy back his veh
CAC Stated: Apol to cust and adv cust that a spec will c/b within 2 b/d.

*** PHONE LOG 11/05/2008 06:21:11 AM MYamasaki
(Cust doesn't have VIN avail) Cust sts his wife was driving this past Fri when her veh had a sudden acceleration & sped up to 80 mph. Cust sts she tried to apply the brake, but it didn't work. Cust sts he's s/w Rich-SA every day. Cust sts he took veh to dlr, who insp & diag the floor mat got stuck under gas pedal. Cust is adamant that is not the issue, & is adamant that SA is not telling the truth. Cust sts he's also s/w Roberto-GM about this. Veh is currently at dlr.

*** PHONE LOG 11/06/2008 12:13:50 PM ZForeman Action Type: Incoming call
Received response from area office regarding cust veh concern and claim. An FTS will be avail to inspect the cust veh on 11/12. An inspection time is not yet avail but LCS will f/u with the cust when it is.

*** SUBCASE 200811050055-1 CREATED 11/06/2008 12:14:16 PM ZForeman

*** PHONE LOG 11/10/2008 08:40:34 AM ZForeman Action Type: Outgoing call
Clld cust at [redacted] to discuss his veh concerns and req for a veh inspection. LCS adv cust our FTS will be avail to inspect his veh on 11/12/08. LCS asked cust to please have his veh avail on the 11th. Cust sts he can not drive the veh but will have it towed in on the 11th for the inspection on the 12th.

*** PHONE LOG 11/10/2008 08:41:04 AM ZForeman Action Type: Outgoing call
LCS adv AHorstman, CSM for our Central Area veh will be towed in for inspection on the 11th.

*** PHONE LOG 11/14/2008 08:33:53 AM ZForeman Action Type: Outgoing call
Clld dlr and left a v/m for DHuff, DS for Germain Lexus of Dublin to discuss cust veh inspection on 11/12.

*** NOTES 11/18/2008 12:50:53 PM JCoffey
Cust clld to speak with a Lexus rep. Cust sts he would like to verify what day the inspection of his veh was supposed to take place because he was at the dlr and was not receiving any info. NCR apol and transferred call to T2 Aaron Friedberg, however cust disconnected call.

*** NOTES 11/18/2008 12:53:33 PM ZForeman
FTS inspection rep will be fwd to LCS from our Central Area office to be attached to cust case.

*** PHONE LOG 11/18/2008 01:04:11 PM ZForeman Action Type: Incoming call
Cust c/b to f/u on the status of his veh inspection and his req for asstnc. Cust sts his veh has been at the dealership for a week and he was expecting a response from us. Apol and adv cust once our FTS report is avail he will receive written correspondence from Lexus.

*** PHONE LOG 11/18/2008 01:04:46 PM ZForeman Action Type: Outgoing call
Clld & left a v/m for AHorstman, CSM for our Central Area adv of cust req for f/u.

*** PHONE LOG 11/18/2008 01:14:35 PM AFriedberg Action Type: Incoming call
customer called in & I advd to the customer that LCS will not provide to the customer a loaner veh. I advd to the customer that if he need a veh, he can get a rental veh & lexus can review for possible reimb. I advd to the customer that the PIR report is not avail & when that info is avail the customer will be contacted.

*** PHONE LOG 11/19/2008 12:26:19 PM ZForeman Action Type: Incoming call
Received FTS inspection report and fwd to Lexus Correspondence fax to attach to cust case. Per LCS conversation w/AHorstman cust should expect to receive written correspondence from our legal dept regarding his veh inspection and our finds w/in the next 2 weeks.

*** EMAIL OUT 11/19/2008 12:56:01 PM JKeown Action Type: External email
Send to: [zandra_foreman@toyota.com]
CC List: [zandra_foreman@toyota.com]
Cust clld and requested Zandra Foreman I adv cust she is not avil and relayed the notes to the cust. Cust sts he will c/b in 15 min.

*** NOTES 11/19/2008 01:22:10 PM CKnightl
To: Steve Westphal
From: Celeste Knight

Hello Mr. Westphal,

Please review the cust concerns and let me know if the dlr can verify. If so, is the dlr willing to participate with providing a resolution? Please reply by 11/20/08.

Thank you.
Celeste Knight

*** NOTES 11/19/2008 01:22:51 PM CKnight1
To: Steve Westphal
From: Celeste Knight

Hello Mr. Westphal,

Please review the cust concerns and let me know if the dlr can verify. If so, is the dlr willing to participate with providing a resolution? Please reply by 11/20/08.

Thank you.
Celeste Knight

*** NOTES 11/19/2008 01:25:36 PM CKnight1
To: Service Manager
From: Celeste Knight

Hello,

Please disregard previous messages, they were sent in error.

Thank you
Celeste Knight

*** PHONE LOG 11/19/2008 02:17:10 PM ZForeman Action Type: Incoming call
Cust returned my call. Apol and adv cust LCS has received the inspection report from our FTS. Adv cust per the inspection no fault was found w/the vehs engine our brake sys. Apol and adv cust he can pick up his veh and expect a written response from our 1egal dept w/in the next 2 weeks. Cust seeks no further asstnc from LCS at this time. Case Closed.

*** CASE CLOSE 11/19/2008 02:18:31 PM ZForeman
Case Closed

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	11/19/2008 02:18:31 PM	ZForeman	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	11/19/2008 02:18:05 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Yanked	11/19/2008 02:17:58 PM	ZForeman	Case grabbed from DLR63401 to ZForeman's default WipBin.
Chg Status	11/19/2008 02:17:58 PM	ZForeman	Case yanked
Phone Log	11/19/2008 02:17:10 PM	ZForeman	Start = 11/19/2008 02:16:53 PM, End = 11/19/2008 02:17:10 PM, Contact = [redacted]
Rule Action	11/19/2008 01:25:49 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Assign	11/19/2008 01:25:38 PM	CKnight1	Case assigned to DLR63401
Chg Status	11/19/2008 01:25:38 PM	CKnight1	Case status changed to Action Dealer
Notes	11/19/2008 01:25:35 PM	CKnight1	Log notes.
Rule Action	11/19/2008 01:24:46 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Chg Status	11/19/2008 01:24:39 PM	CKnight1	Case yanked
Yanked	11/19/2008 01:24:38 PM	CKnight1	Case grabbed from DLR63401 to CKnight1's default WipBin.
Chg Status	11/19/2008 01:23:01 PM	CKnight1	Case status changed to Action Dealer
Rule Action	11/19/2008 01:23:00 PM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Assign	11/19/2008 01:23:00 PM	CKnight1	Case assigned to DLR63401
Rule Action	11/19/2008 01:22:59 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Yanked	11/19/2008 01:22:54 PM	CKnight1	Case grabbed from ZForeman to CKnight1's default WipBin.
Chg Status	11/19/2008 01:22:54 PM	CKnight1	Case yanked
Notes	11/19/2008 01:22:51 PM	CKnight1	Log notes.
Rule Action	11/19/2008 01:22:16 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	11/19/2008 01:22:10 PM	CKnight1	Log notes.
Rule Action	11/19/2008 12:56:21 PM	rulemgr	Action Send notify of rule Lexus Notify Email fired
Email Out	11/19/2008 12:56:01 PM	JKeown	Email sent to zandra_foreman@toyota.com.
Phone Log	11/19/2008 12:26:19 PM	ZForeman	Start = 11/19/2008 12:26:15 PM, End = 11/19/2008 12:26:19 PM, Contact = [redacted]
Rule Action	11/18/2008 01:14:40 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Phone Log	11/18/2008 01:14:35 PM	AFriedberg	Start = 11/18/2008 01:12:26 PM, End = 11/18/2008 01:14:35 PM, Contact = [redacted]
Phone Log	11/18/2008 01:04:46 PM	ZForeman	Start = 11/18/2008 01:04:41 PM, End = 11/18/2008 01:04:46 PM, Contact = [redacted]
Phone Log	11/18/2008 01:04:11 PM	ZForeman	Start = 11/18/2008 01:04:08 PM, End = 11/18/2008 01:04:11 PM, Contact = [redacted]
Notes	11/18/2008 12:53:33 PM	ZForeman	Log notes.
Rule Action	11/18/2008 12:51:01 PM	rulemgr	Action Send notify of rule Lexus Notify Non Owner fired
Notes	11/18/2008 12:50:53 PM	JCoffey	Log notes.
Rule Action	11/16/2008 12:13:59 PM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	11/16/2008 11:20:00 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	11/15/2008 06:21:16 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Rule Action	11/15/2008 06:21:16 AM	rulemgr	Action No Action for 10 Days of rule No Action - 10 Days fired
Phone Log	11/14/2008 08:33:53 AM	ZForeman	Start = 11/14/2008 08:33:49 AM, End = 11/14/2008 08:33:53 AM, Contact = [redacted]

Phone Log	11/10/2008	08:41:04 AM	ZForeman	Start = 11/10/2008 08:41:00 AM, End = 11/10/2008 08:41:04 AM, Contact = [redacted].
Phone Log	11/10/2008	08:40:34 AM	ZForeman	Start = 11/10/2008 08:40:29 AM, End = 11/10/2008 08:40:34 AM, Contact = [redacted]
Admin Subcase	11/06/2008	12:14:16 PM	ZForeman	Number = 200811050055-1, Created in WIP default with due date 11/07/2008 12:14:10 PM..
Modify	11/06/2008	12:13:56 PM	ZForeman	into WIP default and Status of Action CAC.
Phone Log	11/06/2008	12:13:50 PM	ZForeman	Start = 11/06/2008 12:13:47 PM, End = 11/06/2008 12:13:50 PM, Contact = [redacted]
Rule Action	11/06/2008	11:19:57 AM	rulemgr	Action Send Notify of rule Lexus Notify Case Grabbed fired
Set Originato	11/06/2008	11:19:54 AM	ZForeman	Set Originator: by ZForeman
Yanked	11/06/2008	11:19:52 AM	ZForeman	Case grabbed from MYamasaki to ZForeman's default WipBin.
Chg Status	11/06/2008	11:19:52 AM	ZForeman	Case yanked
Dispatch	11/05/2008	06:21:16 AM	MYamasaki	from WIP default to Queue MCM Central Follow-up.
Phone Log	11/05/2008	06:21:11 AM	MYamasaki	Start = 11/05/2008 06:06:12 AM, End = 11/05/2008 06:21:11 AM, Contact = [redacted]
Create	11/05/2008	06:06:12 AM	MYamasaki	Contact = [redacted] Priority = Customer, Status = Action CAC.

[redacted]

EASTERN REGION

TOY-RQ-05D-00000482

TOYOTA

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

December 8, 2008

[redacted]
Holland, PA [redacted]

RE: Vehicle: 2007 LS460
VIN: JTHBL46F975[redacted]
Date of incident: unknown

Dear Mr. [redacted]

This letter is in response to your recent communication with our Lexus Customer Satisfaction Department in regards to an incident in approximately September of 2008. It is our understanding that you reported the vehicle surging and the brakes did not stop the vehicle.

Your vehicle was inspected by one of our Field Technical Specialists on November 11, 2008 at Lawrence Lexus in regards to your concerns. The vehicle was test driven and performed correctly at all times. In addition, brake tests were performed and no defects were found.

In order for this incident to have occurred as a result of unintended acceleration there would have to be a simultaneous failure of two totally independent systems, namely the brake and the throttle systems. Our inspection confirmed that both these systems were fully functional.

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

Sincerely,

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

[redacted]
Aliene Paboojian
Sr. Legal Assistant

[redacted]
HOLLAND, PENNSYLVANIA [redacted]

Alene Paboojian 12/13/08

Vehicle 2007 LS460
VIN JTHBL46F97[redacted]
Nov 3. 2008.
Re my INCident —

This is my 6th LS400 and we have owned 3 RX's and 6 Camrys. So I am very Familiar with your CARS.

This incident occurred when I stopped at a RED Light. I was the 3RD car in lene. with the car in drive and my foot on the brake this LS460 Started to accelerate.

It took all of my 6 feet - 200 lbs to control this car.

I tried neutral - then

[redacted]
HOLLAND, PENNSYLVANIA [redacted]

park and eventually the car stopped. I had my dealer pickup this car right Away.

I will not let my wife or one of my five adult children drive this car.

Since your inspection a "short" episode of acceleration has occurred.

Be aware that your inspector drive this car "less than" 4 miles to make his judgement.

I am not satisfied.

I am a loyal customer.

[redacted]

HOLLAND, PENNSYLVANIA [redacted]

of toyata and will pursue
further regress.

I am researching
if others have reported
similar events.

Unfortunately at present
this car sits in my
garage

[redacted]

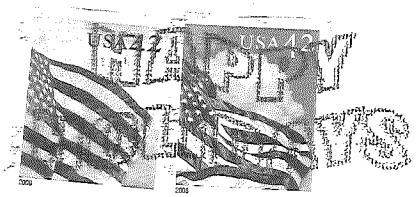
Cardiologest

[redacted]

If any of your VP's would
like to have this "unsafe"
car, I would be glad to trade
with them.
I stay a long distance from other cars!

[redacted]
HOLLAND, PENNSYLVANIA [redacted]

SOUTHEASTERN PA 193
15 DEC 2008 PM 6 L



HOU

Aileve Paboojian
Toyota Motor Sales
19001 S. Western Ave
Torrance CA 90501

FROM MOPED

TOY-RQ-05D-00000487

Case Report - 200811060035

Customer/Caller Summary:

Customer Name/Address: [redacted]
Holland, PA [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Product; Abnormal Condition; Gas Pedal/Linkage- Engine; Other-Please Specify
Case Type:	General
Contact Method:	Phone
Cust Attitude:	Inquisitive
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	Gas Pedal/Linkage- Engine
Condition:	Other-Please Specify
VIN:	JTHBL46F975[redacted]
Dofu:	06/28/2007
Current Miles:	15000
Incident Miles:	0
Model Year:	2007
Model Name:	LS 460
Region:	Eastern
District:	04
Dealer 1:	Lawrence Lexus, 62906
Selling Dealer:	Lawrence Lexus, 62906

Case History:

Caller Seeks: To doc his issue with his veh at LCS.
CAC Stated: Adv cust that we recommend working further with the dlr and the FTS and if he seeks further asstnc to contact LCS.

*** PHONE LOG 11/06/2008 06:21:17 AM SMcClendon
Cust sts that this is his 6th LS and it is about 1 year old. Cust sts that 8 weeks ago he stopped and the veh felt as though it wanted to surge. Cust sts the incident was brief so he disregarded it. Cust sts that on Monday his veh wanted to surge and he kept his foot on the brake. Cust sts he shifted the veh into park. Cust sts he didn't crash into the veh ahead of him. Cust sts he drove to the hospital and clld Lawrenceville Lexus and adv that he won't drive the veh until it is rprd. Cust sts that the dlr is not able to duplicate the issue, but is keeping the veh and bringing the veh in on Tuesday they are bringing an engineer to look at the veh.

*** PHONE LOG 11/06/2008 06:21:29 AM SMcClendon Action Type: Incoming call
Cust sts that he would not feel confident driving the veh again. Cust sts the dlr is nice and is concerned. Adv cust that in a situation like this we would req an FTS to look at the veh. Adv cust that it seems based upon his account that the dlr has already requested an FTS to look at the veh. Adv cust that at that time the position provided by the FTS would be Lexus? final decision. Cust sts he was just calling b/c the dlr adv him to doc his issue with LCS. Adv cust that we recommend working further with the dlr and the FTS and if he seeks further asstnc to contact LCS. Cust req to know what to do if they are unable to locate his issue. Apol and adv cust that once Lexus has provided their final position it is the cust discretion to which steps they would like to take next. Cust understood and req the survey.

*** CASE CLOSE 11/06/2008 07:07:18 AM SMcClendon
Adv cust that we recommend working further with the dlr and the FTS and if he seeks further asstnc to contact LCS. Cust understood and agreed to do so.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Case Close	11/06/2008 07:07:18 AM	SMcClendon	Status = Closed, Resolution Code = Full, State = Open.
Phone Log	11/06/2008 06:21:29 AM	SMcClendon	Start = 11/06/2008 06:21:20 AM, End = 11/06/2008

			06:21:29 AM, Contact = [redacted]
Phone Log	11/06/2008 06:21:17 AM	SMcClendon	Start = 11/06/2008 06:06:03 AM, End = 11/06/2008 06:21:17 AM, Contact = [redacted]
Modify	11/06/2008 06:21:16 AM	SMcClendon	into WIP default and Status of Action CAC.
Modify	11/06/2008 06:21:16 AM	SMcClendon	into WIP default and Status of Action CAC.
Modify	11/06/2008 06:17:29 AM	SMcClendon	into WIP default and Status of Action CAC.
Create	11/06/2008 06:06:03 AM	SMcClendon	Contact = [redacted] Priority = Customer, Status = Action CAC.

FILE START

Case Report - 200811240203

Customer/Caller Summary:

Customer Name/Address: [redacted]
Doylestown, PA [redacted]
Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

Case Title:	Referrals; Referrals; Other/Not applicable; Not Applicable
Case Type:	Priority
Contact Method:	Written
Cust Attitude:	To Pursue Legal Acti
Coding Type:	Inquiry/Request
Category:	Referrals
Problem Area:	Referrals
Component:	Other/Not applicable
Condition:	Not Applicable
VIN:	5TBBT54157S[redacted]
Dofu:	06/30/2007
Current Miles:	0
Incident Miles:	0
Model Year:	2007
Model Name:	Tundra
Region:	CAT
District:	I
Dealer 1:	Dick Milham Toyota, 37153
Selling Dealer:	Dick Milham Toyota, 37153

Case History:

Caller Seeks: REPURCHASE
CAC Stated: Region to follow up with attorney.

*** PHONE LOG 11/24/2008 07:34:14 AM BSanchez1
==LEMON LAW==
No Previous Cases
Ltr rcvd from Atty Robert A Rapkin. Atty sts as per Magnuson Moss Act, UCC and Unfair Trade Practices Act, cust seeks to pursue PA Lemon Law due to unspecified issues with vehicle. Atty instructs to not contact customer.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	11/24/2008 07:34:21 AM	rulemgr	Action LLDB Queue Notifier of rule LemonLaw DB Queue fired
Dispatch	11/24/2008 07:34:16 AM	BSanchez1	from WIP default to Queue LLDB.
Modify	11/24/2008 07:34:14 AM	BSanchez1	into WIP default and Status of Action CAC.
Phone Log	11/24/2008 07:34:14 AM	BSanchez1	Start = 11/24/2008 07:31:07 AM, End = 11/24/2008 07:34:14 AM, Contact = [redacted]
Create	11/24/2008 07:31:07 AM	BSanchez1	Contact = [redacted] Priority = Lemon Law, Status = Action CAC.

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 12/15/08 TCP04876
SERIAL NUMBER : 5TBBT5415 - 7S[redacted] 09:54:16 PAGE 1

DEALER SELL	37153	RETAIL DATE	06/30/07	RETAIL MILES	0
INVOICE DATE	06/05/07	DATE FIRST USE	06/30/07	MODEL	8340A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	NO	TRANS TYPE	5SPD-ECT
P.O.E.	08	COLOR	03L5	ENGINE	2UZ-5527833
PRODUCTION DATE	704	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	05/28/07	FOREIGN SOLD	NO

ACCESSORIES
FE CK DZ AA HM MG WR CF +

* CLAIM COMPLETE * (CIP)

CLAIM NO	953574	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	37153	REPAIR DATE	10/27/08	REPAIR MILES	35990
DATE FIRST USE	06/30/07	RECEIPT DATE	10/29/08	R/O NUMBER	359438
EDITS BYPASSED	UNK	OPERATION CODE	366311	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	65	FAILED PART	32941-0C010		
T2-T3 CODES	13				
REQUESTED AMT	72.24	PAID DATE	10/29/08	PAID AMOUNT	72.24

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

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 12/15/08 TCP04876
SERIAL NUMBER : 5TBBT5415 - 7S[redacted] 09:54:16 PAGE 2

DEALER SELL	37153	RETAIL DATE	06/30/07	RETAIL MILES	0
INVOICE DATE	06/05/07	DATE FIRST USE	06/30/07	MODEL	8340A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	NO	TRANS TYPE	5SPD-ECT
P.O.E.	08	COLOR	03L5	ENGINE	2UZ-5527833
PRODUCTION DATE	704	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	05/28/07	FOREIGN SOLD	NO

ACCESSORIES
FE CK DZ AA HM MG WR CF +

* CLAIM COMPLETE * (VEH)

CLAIM NO	919803	REFERENCE NO		TYPE CLASS	63
SERVICING DEALER	37153	REPAIR DATE	06/10/07	REPAIR MILES	0
DATE FIRST USE	00/00/00	RECEIPT DATE	06/10/07	R/O NUMBER	
EDITS BYPASSED		OPERATION CODE	001013	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	52.25
T1 CODE		FAILED PART	-		
T2-T3 CODES	-				
REQUESTED AMT	137.28	PAID DATE	06/10/07	PAID AMOUNT	137.28

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

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 12/15/08 TCP04876
SERIAL NUMBER : 5TBBT5415 - 7S[redacted] 09:54:17 PAGE 3

DEALER SELL	37153	RETAIL DATE	06/30/07	RETAIL MILES	0
INVOICE DATE	06/05/07	DATE FIRST USE	06/30/07	MODEL	8340A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	NO	TRANS TYPE	5SPD-ECT
P.O.E.	08	COLOR	03L5	ENGINE	2UZ-5527833
PRODUCTION DATE	704	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	05/28/07	FOREIGN SOLD	NO

ACCESSORIES
FE CK DZ AA HM MG WR CF +

* CLAIM COMPLETE * (VEH)

CLAIM NO	942250	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	37153	REPAIR DATE	05/31/08	REPAIR MILES	20286
DATE FIRST USE	06/30/07	RECEIPT DATE	06/02/08	R/O NUMBER	343770
EDITS BYPASSED		OPERATION CODE	751351	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	62	FAILED PART	75552-0C050		
T2-T3 CODES	13-				
REQUESTED AMT	102.83	PAID DATE	06/02/08	PAID AMOUNT	102.83

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

CUSTOMER INFORMATION

[redacted]
EASTON, PA [redacted]

Primary:
Alternate:
Email: [redacted]

Last Update: 11/28/2008, DLRONLINE(UCDB37153)

VEHICLE

Customer Role:	OWNER
VIN:	5TBBT54157S[redacted]
Year/Make/Model:	2007 TOYOTA TUNDRA 4X4 (8340)
Original Selling Dealer:	DICK MILHAM TOYOTA (37153)
Preferred Dealer:	

HOUSEHOLD

VEHICLE INFORMATION

HOUSEHOLD INFORMATION

Print Options

Expand All Collapse All

Vehicle Details

Product: 2007 TOYOTA TUNDRA 4X4 (8340) **VIN: 5TBBT54157S[redacted]** **Original Selling Dealer: DICK MILHAM TOYOTA (37153)**

DOFU: 06/30/2007	Factory Key Code	**Last Known Mileage: 86**
Built Date: 05/30/2007	Exterior Color: RADIANT RED (03L8)	Last Known Mileage Date: 08/30/2007
Transmission Type: 5ECT	Interior Color: GRAPH/ASH/STONE/DK CHAR (FB13)	Last Known Mileage Source: RDR
Engine Type: 2UZ	Edition: DCAB SR5 V8	
Model Description: TUNDRA 4X4 DCAB SR5 V8		

Additional Vehicle Details

Original MSRP: $31,723	Plant of Manufacture: PRINCETON	Tire Make/Brand:
Order Date: 04/2007	Body Style: DCAB SR5 V8	Tire Size:
Port Damage: No	Engine Serial Number: 5527833	

Port/Factory Installed Equipment

Description	Installation Source
Power Heated Outside Mirrors(HM)	Factory
50 State Emissions(FE)	Factory
AM/FM Audio w/6-Disc Changer, 6 Speakers and Auxiliary Audio Jack(DZ)	Factory
16" Alloy Wheels w/P275/65R18 Tires(AA)	Factory
Front and Rear Mudguards(MG)	Factory
Cold Kit, Heavy Duty Battery, Heavy Duty Starter, Heavy Duty Anti-Corrosion Protection, Windshield Wiper De-Icer w/Timer(CK)	Factory
Carpet Floor Mats w/Door Sill Protector(CF)	Port
Sliding Rear Window w/Privacy Glass(WR)	Factory

Standard Installed Equipment

Description
MECHANICAL & PERFORMANCE
GVWR = 6900 lbs. Payload = 1435 lbs.
271HP/313 Lb-Ft 4.7L DOHC 32V V8 w/VVT-i

~|~PERFORMED SERVICE AS PER MILHAM ADVANTAGE MENU. SEE BRAKE AND TIRE SPECS BELOW. ~|~BRAKES FT 11/32 RR 10/32 TIRES 10/32

Condition 2 — Pay Type: CUSTOMER PAY
Op Code Desc:31 POINT CHECK — SSC No. ----
31 WAYS TO SHOW YOU WE ARE DIFFERENT. DURING YOUR SERVICE VISIT, OUR TEAM OF FACTORY TRAINED SERVICE ADVISORS AND TECHNICIANS WILL PERFORM A FREE 31 POINT VISUAL INSPECTION AND PROVIDE YOU WITH YOUR COPY OF OUR VISUAL INSPECTION CHECKLIST..... JUST BECAU ~|~ ~|~THANK YOU FOR THE OPPORTUNITY TO SERVE YOU. WE APPRECIATE YOUR PATRONAGE — Agreement ----

Condition 3 — Pay Type: WARRANTY PAY
Op Code Desc:*ELECTRICAL — SSC No. ----
THE AUTO SOUND LEVEL SYSTEM IS INOP. ~|~ ~|~AUTO SOUND WORKING AT THIS TIME — Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
----	08/14/2007	11	DICK MILHAM TOYOTA-(37153)	STAIR, Q	0314948	$15.00

Condition 1 — Pay Type: INTERNAL (DEALER) PAY
Op Code Desc:*ENGINE REPAIR — SSC No. ----
NO CRANK NO START. ~|~ ~|~VEHICLE DID START. FOUND RADIO AND CLOCK RESET. POSSIBLE BATTER DRAINED FROM DOME. BATTERY OK — Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
----	06/06/2007	5	DICK MILHAM TOYOTA-(37153)		0308521	$171.20

Condition 1 — Pay Type: WARRANTY PAY
Op Code Desc:NEW VEHICLE INSP. — SSC No. ----
PERFORM NEW VEHICLE PREP ~|~VEHICLE IS IN NEED OF NEW VEHICLE PREP ~|~PERFORMED NEW VEHICLE PREP AS PER PREP SHEET — Agreement ----

Condition 2 — Pay Type: INTERNAL (DEALER) PAY
Op Code Desc:UP-DATE P.S.I. — SSC No. ----
UP-DATE STICKERS FOR PA. STATE INSPECTION ~|~++++++MUST ADD $2.00 STICKER CHARGE++++++ ~|~STICKER NUMBER AI76251777 — Agreement ----

Condition 3 — Pay Type: INTERNAL (DEALER) PAY
Op Code Desc:EMISSIONS EXEMPTION — SSC No. ----
EMISSIONS EXEMPTION ALL INSPECTION FEES ARE ""PASS OR FAIL"" BASIS. ANY FAILED INSPECTIONS REQUIRE FULL RE-INSPECTION PRIOR TO ANY STICKER ISSUANCE. FEES DO APPLY & APPOINTMENT IS NECESSARY. ~|~ ~|~IM74994073 — Agreement ----

OWNERSHIP HISTORY

Associated Parties	Role	Start Date	End Date
[redacted]	OWNER	11/28/2006	----
	OWNER	06/30/2007	11/27/2006

5-Spd Automatic Trans w/Sequential Shift
Engine Immobilizer, Cruise Control
4WDemand 4x4 System w/Electronically
Controlled 2 Speed Transfer Case
Tow Equip/Capacity (Except when equipped
w/Sport Appear Pkg): Tow Cap = 7800 lbs.
Hitch Receiver, Supplemental A/T Cooler,
4.10 Rear Diff w/9.5" Ring Gear,
130A Alternator, A/T Temp Gauge, 7 Pin
Connector, Trailer Brake Prewire
Automatic Limited Slip Diff (Auto LSD)
TripleTech Frame: Fully-boxed Fr Section
Reinforced C Under Cab, Open C Under Bed
Coil Over Shock Double A-Arm Front
Suspension w/Stabilizer Bar
Multi-Leaf Trapezoidal Rear Suspension
w/Staggered Outboard Mounted Shocks
18" Styled Steel Wheels P255/70R18 Tires
EXTERIOR
6.5' Double-Walled Bed w/Tailgate Assist
Black Handles and Outside Mirrors
Chrome Grille Surround, Fr & Rr Bumpers
INTERIOR
40/20/40 Front Bench Seat w/8-way Dr &
4-Way Fr Pass Adj, Center 3pt Seatbelts
Dual Zone Climate Control w/Sync Mode
AM/FM/CD w/6 Speakers & Aux Audio Jack
Tilt Steering Wheel
Power Windows/Door Locks/Mirrors
Remote Keyless Entry System
SAFETY
STAR Safety: Pwr Assist 4 Wheel Disc ABS
w/Electronic Brakeforce Distrib (EBD),
Brake Assist, Vehicle Stability Control
with Traction Control (VSC+TRAC)
Dr & Fr Pass Advanced Airbags/Seat Side
Airbags/3 pt Seatbelts w/Pretensioners
& Force Limiters
Roll-Sensing Curtain Airbags (RSCA)
Tire Pressure Monitoring System
Tire Pressure Monitoring System

OWNER NOTIFICATION PROGRAMS

Campaign	Status	Date Serviced	Servicing Dealer

No records found.

TMS PRODUCT SUMMARY

Type	ID	Product Status	Effective Date	Expiration Date

No records found.

SERVICE HISTORY (OPEN IN NEW WINDOW)

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	12/08/2008	42,032	HUDSON TOYOTA (29090)	MOTA, R	0248186	$30.00

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc: OTHERS — SSC No. —
PERFORM OIL CHANGE/ COMPETITIVE SERVICE PRICING -|- -|-OIL & FILTER CHANGE W/ LUBE — Agreement —
4.7L 4WD 2007

Condition 2 — Pay Type: CUSTOMER PAY
Op Code Desc: ENGINE MINOR — SSC No. —
CUSTOMER STATES THAT VEHICLE IS BURNING OIL WOULD LIKE TO CH ECK AND MARK OIL — Agreement —
LEVEL BEFORE OIL IS CHANGED -|- -|-CANNOT DUPLICATE CUSTOMER CONCERN AT THIS TIME.
MARKED AND WILL CHECK BY NEXT OIL CHANGE

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	10/27/2008	35,990	DICK MILHAM TOYOTA- (37153)	SCHLEINER, W	0359438	$86.86

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc: *LUBE,OIL & FILTER — SSC No. —
OIL & FILTER CHANGE -|- -|-CHANGED OIL AND FILTER, LUBED CHASSIS, TOPPED UP ALL FLUID — Agreement —
LEVELS, AND ADJUSTED TIRE PRESSURES.

Condition 2 — Pay Type: WARRANTY PAY
Op Code Desc: TRANSMISSION — SSC No. —
CUSTOMER STATES:CHECK TRANSMISSION OPERATION, WHEN TRANSMISS ION HOT, BANGS — Agreement —
THRU GEARS -|-COUNLDNT DUPLICATE CONCERN ABOUT TRANSMISSION. ROBERT TEST DROVE
WITH CUSTOMER. -|-CHECKED FOR DTC NO FOUND IN ECT ECM.TEST DROVE , CHECKED TRANS
FLUID LEVEL SEVERAL TIMES AT 97 -115 DEGREES. TRANS FLUID LEVEL WAS A LIITLE LOW ,
ADDED WS TRANS FLUID. TEST DROVE VECHILE DROVE AND SHIFTED TO FACTORY SPECS AT
THIS TIME.

Condition 3 — Pay Type: INTERNAL (DEALER) PAY
Op Code Desc: TRANSMISSION — SSC No. —
CUSTOMER STATES:CHECK TRANSMISSION OPERATION, WHEN TRANSMISS ION HOT, BANGS — Agreement —
THRU GEARS -|-COUNLDNT DUPLICATE CONCERN ABOUT TRANSMISSION. ROBERT TEST DROVE
WITH CUSTOMER. -|-CHECKED FOR DTC NO FOUND IN ECT ECM.TEST DROVE , CHECKED TRANS
FLUID LEVEL SEVERAL TIMES AT 97 -115 DEGREES. TRANS FLUID LEVEL WAS A LIITLE LOW ,
ADDED WS TRANS FLUID. TEST DROVE VECHILE DROVE AND SHIFTED TO FACTORY SPECS AT
THIS TIME.

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	09/17/2008	32,262	DICK MILHAM TOYOTA- (37153)	SESSANTA, M	0356524	$39.54

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc: TRANSMISSION — SSC No. —
CUST SAYS TRANS BANGS INTO GEAR INTERMITTENTLY ALSO FEELS LIKE IT LACKS POWER — Agreement —
INTERMITTENTLY -|- -|-GREASED DRIVE SHAFT

Condition 2 — Pay Type: CUSTOMER PAY
Op Code Desc: *LUBE,OIL & FILTER — SSC No. —
OIL & FILTER CHANGE -|- -|-CHANGED OIL AND FILTER, LUBED CHASSIS, TOPPED UP ALL FLUID — Agreement —
LEVELS, AND ADJUSTED TIRE PRESSURES.

Condition 3 — Pay Type: CUSTOMER PAY
Op Code Desc: 31 POINT CHECK — SSC No. —
31 WAYS TO SHOW YOU WE ARE DIFFERENT. DURING YOUR SERVICE VISIT, OUR TEAM OF — Agreement —
FACTORY TRAINED SERVICE ADVISORS AND TECHNICIANS WILL PERFORM A FREE 31 POINT
VISUAL INSPECTION AND PROVIDE YOU WITH YOUR COPY OF OUR VISUAL INSPECTION
CHECKLIST ..... JUST BECAU -|- -|-THANK YOU FOR THE OPPORTUNITY TO SERVE YOU. WE
APPRECIATE YOUR PATRONAGE

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	05/31/2008	20,286	DICK MILHAM TOYOTA- (37153)	SESSANTA, M	0343770	$152.82

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc:*PA. STATE INSPE — SSC No. ----
ANNUAL SAFETY INSPECTION EST.=$21.95 INSPECTION FEE + $2.00 STICKER FEE. ALL INSPECTION FEES ARE ""PASS OR FAIL"" BASIS. ANY FAILED INSPECTIONS REQUIRE FULL RE-INSPECTION PRIOR TO ANY STICKER ISSUANCE. FEES DO APPLY & APPOINTMENT IS NECESSARY. ()()()()()(~|~ ~|~PA STATE SAFETY INSPECTION ALL — Agreement ----

Condition 2 — Pay Type: CUSTOMER PAY
Op Code Desc:*EMISSIONS INSP — SSC No. ----
ANNUAL EMISSIONS INSPECTION $49.99 INCLUDES $2.40 MCI TRANSACTION FEE ALL INSPECTION FEES ARE ""PASS OR FAIL"" BASIS. ANY FAILED INSPECTIONS REQUIRE FULL RE-INSPECTION PRIOR TO ANY STICKER ISSUANCE. FEES DO APPLY & APPOINTMENT IS NECESSARY. ~|~ ~|~IM84890874 — Agreement ----

Condition 3 — Pay Type: CUSTOMER PAY
Op Code Desc:31 POINT CHECK — SSC No. ----
31 WAYS TO SHOW YOU WE ARE DIFFERENT. DURING YOUR SERVICE VISIT, OUR TEAM OF FACTORY TRAINED SERVICE ADVISORS AND TECHNICIANS WILL PERFORM A FREE 31 POINT VISUAL INSPECTION AND PROVIDE YOU WITH YOUR COPY OF OUR VISUAL INSPECTION CHECKLIST..... JUST BECAU ~|~ ~|~THANK YOU FOR THE OPPORTUNITY TO SERVE YOU. WE APPRECIATE YOUR PATRONAGE — Agreement ----

Condition 4 — Pay Type: WARRANTY PAY
Op Code Desc:BODY TRIM — SSC No. ----
CUST SASY ROOF MILDG COMES LOOSE INSTALL IF PART CAME IN ~|~ ~|~INSTALLED ROOF MOLDING — Agreement ----

Claim R.O. Date	Claim Paid	R.O. Mileage	Servicing Dealer	R.O. No.	R.O. Total
05/31/2008	06/02/2008	20,286	DICK MILHAM TOYOTA-(37153)	--------	$102.83

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
----	03/17/2008	14,528	DICK MILHAM TOYOTA-(37153)	SESSANTA, M	0335927	$0.00

Condition 1 — Pay Type: WARRANTY PAY
Op Code Desc:*ENGINE REPAIR — SSC No. ----
CUST STATES CK FOR POOR GAS MILES CK ANND REPORT ~|~COULD NOT DUPLICATE PROBLEM..... ~|~DID RESET COMPUTER SEEMS TO BE FINE AT THIS TIME — Agreement ----

Condition 2 — Pay Type: WARRANTY PAY
Op Code Desc:TRANSMISSION — SSC No. ----
CUST STATES CK TRANS SHIFTING HARD BANGING INTO GEAR ROAD TEST ~|~COULD NOT DUPLICATE CONCERN ~|~DID RESET COMPUTER SEEMS OK AT THIS TIME — Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
----	02/21/2008	12,209	DICK MILHAM TOYOTA-(37153)	SESSANTA, M	0333464	$234.52

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc:*ELECTRICAL — SSC No. ----
INSTALL TRAILER BRAKE CONTROL PRICE 180.00 ~|~ ~|~INSTALL TRAILER BRAKE CONTROL UNIT — Agreement ----

Condition 2 — Pay Type: CUSTOMER PAY
Op Code Desc:31 POINT CHECK — SSC No. ----
31 WAYS TO SHOW YOU WE ARE DIFFERENT. DURING YOUR SERVICE VISIT, OUR TEAM OF FACTORY TRAINED SERVICE ADVISORS AND TECHNICIANS WILL PERFORM A FREE 31 POINT VISUAL INSPECTION AND PROVIDE YOU WITH YOUR COPY OF OUR VISUAL INSPECTION CHECKLIST..... JUST BECAU ~|~ ~|~THANK YOU FOR THE OPPORTUNITY TO SERVE YOU. WE APPRECIATE YOUR PATRONAGE — Agreement ----

Condition 3 — Pay Type: CUSTOMER PAY
Op Code Desc:*LUBE,OIL & FILTER — SSC No. ----
OIL & FILTER CHANGE ~|~ ~|~LUBE, OIL & FILTER 4.7L 4WD 2007 — Agreement ----

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
----	11/17/2007	5,103	DICK MILHAM TOYOTA-(37153)	SCHLENER, W	0324593	$47.00

Condition 1 — Pay Type: CUSTOMER PAY
Op Code Desc:FIRST SERVICE — SSC No. ----
PERFORM FIRST ESSENTIAL SERVICE AS PER THE MILHAM ADVANTAGE SERVICE MENU. — Agreement ----

~|~PERFORMED SERVICE AS PER MILHAM ADVANTAGE MENU. SEE BRAKE AND TIRE SPECS BELOW. ~|~BRAKES FT 11/32 RR 10/32 TIRES 10/32

Condition 2 — **Pay Type:** CUSTOMER PAY

Op Code Desc: 31 POINT CHECK — **SSC No.** — — **Agreement** —

31 WAYS TO SHOW YOU WE ARE DIFFERENT. DURING YOUR SERVICE VISIT, OUR TEAM OF FACTORY TRAINED SERVICE ADVISORS AND TECHNICIANS WILL PERFORM A FREE 31 POINT VISUAL INSPECTION AND PROVIDE YOU WITH YOUR COPY OF OUR VISUAL INSPECTION CHECKLIST..... JUST BECAU ~|~ ~|~THANK YOU FOR THE OPPORTUNITY TO SERVE YOU. WE APPRECIATE YOUR PATRONAGE

Condition 3 — **Pay Type:** WARRANTY PAY

Op Code Desc: *ELECTRICAL — **SSC No.** — — **Agreement** —

THE AUTO SOUND LEVEL SYSTEM IS INOP. ~|~ ~|~AUTO SOUND WORKING AT THIS TIME

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	08/14/2007	11	DICK MILHAM TOYOTA-(37153)	STAIR, Q	0314948	$15.00

Condition 1 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: *ENGINE REPAIR — **SSC No.** — — **Agreement** —

NO CRANK NO START. ~|~ ~|~VEHICLE DID START. FOUND RADIO AND CLOCK RESET. POSSIBLE BATTER DRAINED FROM DOME. BATTERY OK

R.O. Open	R.O. Close	R.O. Mileage	Servicing Dealer	Service Advisor	R.O. No.	R.O. Total
—	06/06/2007	5	DICK MILHAM TOYOTA-(37153)		0308521	$171.20

Condition 1 — **Pay Type:** WARRANTY PAY

Op Code Desc: NEW VEHICLE INSP. — **SSC No.** — — **Agreement** —

PERFORM NEW VEHICLE PREP ~|~VEHICLE IS IN NEED OF NEW VEHICLE PREP ~|~PERFORMED NEW VEHICLE PREP AS PER PREP SHEET

Condition 2 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: UP-DATE P.S.I. — **SSC No.** — — **Agreement** —

UP-DATE STICKERS FOR PA. STATE INSPECTION ~|~++++++MUST ADD $2.00 STICKER CHARGE++++++ ~|~STICKER NUMBER AI76251777

Condition 3 — **Pay Type:** INTERNAL (DEALER) PAY

Op Code Desc: EMISSIONS EXEMPTION — **SSC No.** — — **Agreement** —

EMISSIONS EXEMPTION ALL INSPECTION FEES ARE "'PASS OR FAIL"' BASIS. ANY FAILED INSPECTIONS REQUIRE FULL RE-INSPECTION PRIOR TO ANY STICKER ISSUANCE. FEES DO APPLY & APPOINTMENT IS NECESSARY. ~|~ ~|~IM74994073

OWNERSHIP HISTORY

Associated Parties	Role	Start Date	End Date
[redacted]	OWNER	11/28/2008	—
	OWNER	06/30/2007	11/27/2008