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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

DAVID and HEATHER JOHNS, h/w,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

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

Defendants.

Civil Action No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs David and Heather Johns, h/w (“Plaintiffs”), individually and on behalf of all others similarly situated, by and through their undersigned counsel, allege the following facts and claims upon knowledge as to matters relating to themselves and upon information and belief as to all other matters and, by way of this Class Action Complaint, aver as follows:

INTRODUCTION AND SUMMARY OF ACTION

1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves and a class of current and former owners and lessees of certain Toyota vehicles with soy-based wiring insulation and/or other soy-based wiring parts and components (the “Class Vehicles”¹). Plaintiffs

¹ As used herein, the term “Class Vehicles” refers to at least the following Toyota vehicles, upon information and belief: 4Runner (2011-2016); Avalon (2013-2015) Camry Hybrid (2012-2013); Camry (2009-2016); Corolla (2014-2016); FJ Cruiser (2014); Highlander (2009-2015); Matrix (2009); Prius (2010-2015); Prius C (2012-2015); Prius V (2012-2015); Rav4 (2008-2016); Scion TC (2014-2016); Sequoia (2015); Sienna (2011-

1 seek redress on behalf of themselves and the class(es) defined herein for diminished value and
2 other damage resulting from the inclusion of soy-based materials in Class Vehicle wiring
3 systems.
4

5 2. As discussed in more detail below, the Class Vehicles suffer from defective
6 electrical wiring systems in that the wiring systems are coated or made with soy-based insulation
7 or other soy-based products that attract rodents and other pests which eat and destroy the wiring
8 and wiring insulation, threatening the integrity of the encapsulated electrical wiring and
9 operational systems and causing substantial economic damage (the "Defect").
10
11

12 3. The soy-based wiring is purportedly more environmentally-friendly and less
13 expensive than traditional wiring parts and components. However, the soy-based wiring and
14 wiring insulation attract a variety of rodents and other animals that gnaw through and eat the
15 insulation and electrical wires, causing damage to Class Vehicle electrical and other operational
16 systems. As a result, Class Vehicles are rendered wholly or partially disabled or otherwise fail to
17 function properly.
18
19

20 4. As the numerous complaints posted on the National Highway Traffic Safety
21 Administration ("NHTSA") website and other consumer resources reveal, rodents are attracted to
22 the soy-based components used in the Class Vehicles.
23
24

25 5. Despite the fact that Toyota is aware or should be aware of the Defect, Toyota fails
26 to disclose the Defect to Class Vehicle purchasers and lessees, and it routinely refuses to repair
27 rodent and other animal damage resulting from the Defect in Class Vehicles under its New
28
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31
32 2014); Tacoma (2014, 2015); Tundra (2007-2016); and Venza Ltd. (2010, 2013). Plaintiffs reserve the right to amend or add to the vehicle
models and model years included in the Class Vehicles after conducting discovery.

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1 Vehicle Limited Warranty (the "Warranty") without a charge to consumers, despite that this type
2 of damage is not excluded from coverage under the terms of the Warranty.
3

4 6. Worse still, when Toyota repairs Defect-related damage at the expense of Class
5 members, it simply incorporates new defective soy-based wiring parts or components, exposing
6 Class Vehicles to the risk and likelihood of future rodent or animal damage which will
7 necessitate additional repairs, all to be paid for by Class members.
8

9
10 7. As if this is not bad enough, when Class members bring their Class Vehicles to
11 Toyota's authorized dealers and/or service stations for Defect-related repairs, Toyota
12 recommends that Class members implement MacGyver-like solutions to prevent further damage,
13 including but not limited to using chemicals, sprays, traps, tapes, repellants, wrapping wires, and
14 even using a high frequency noise-emitting electronic devices (a device commonly known as
15 MouseBlocker). However, if Toyota installs these preventive measures, it charges consumers for
16 the costs associated therewith.
17

18
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20 8. Current and former Class Vehicle owners and lessees should not be required to
21 bear the costs of the Defect nor should current owners and lessees be required to bear the risk of
22 later out-of-warranty problems for damaged soy-based wiring.
23

24 9. As a result of the Defect and the monetary costs associated with repairs,
25 Plaintiffs and Class members have suffered injury in fact, incurred damages, and have otherwise
26 been harmed by Toyota's conduct.
27

28
29 10. Accordingly, Plaintiffs seek redress for Toyota's violations of state and federal
30 warranty laws. Plaintiffs also seek recovery for monetary and equitable relief for Toyota's
31 fraudulent conduct, unjust enrichment, and declaratory relief.
32

JURISDICTION AND VENUE

1
2
3 11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
4 1331 because it arises under the laws of the United States and pursuant to 28 U.S.C. § 1332(d)
5 because: (i) there are 100 or more class members; (ii) there is an aggregate amount in
6 controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) because at least one
7 plaintiff and defendant are citizens of different states. This Court has supplemental jurisdiction
8 over the state law claims pursuant to 28 U.S.C. § 1367.
9
10

11 12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b). Toyota does
12 business and/or transacts business in this District, and therefore, is subject to personal
13 jurisdiction in this District and resides here for venue purposes. Additionally, Toyota has
14 advertised in this District and has received substantial revenue and profits from its sales and/or
15 leasing of Class Vehicles in this District; therefore, a substantial part of the events and/or
16 omissions giving rise to the claims occurred, in part, within this District.
17
18

19 13. This Court has personal jurisdiction over Toyota because it has conducted
20 substantial business in this District and intentionally and purposefully placed Class Vehicles into
21 the stream of commerce within this District and throughout the United States.
22
23

PARTIES

24
25
26 14. Plaintiffs David and Heather Johns are citizens of the state of Washington and
27 currently reside in Poulsbo, Washington.
28

29 15. Toyota are automobile design, manufacturing, distribution, and/or service
30 corporations doing business within the United States. Furthermore, Toyota designs, develops,
31 manufactures, distributes, markets, sells, leases, warrants, services, and repairs passenger
32 vehicles including the Class Vehicles.

1 16. Defendant Toyota Motor Corporation (“TMC”) is a Japanese corporation. TMC
2 is the parent corporation of Toyota Motor Sales, U.S.A., Inc. TMC, through its various entities,
3 designs, manufactures, markets, distributes and sells Toyota automobiles at numerous other
4 locations across the United States, including Washington.
5

6
7 17. Defendant Toyota Motor Sales, U.S.A., Inc. (“TMS”) is incorporated and
8 headquartered in California, and does business in the state of Washington. TMS is TMC’s United
9 States sales and marketing division, which oversees sales and other operations across the United
10 States, including in Washington. TMS distributes Toyota vehicles and sells these vehicles
11 through its network of dealers. Money received from the purchase of a Toyota vehicle from a
12 dealership flows from the dealer to TMS.
13
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16 18. TMS and TMC (collectively “Toyota”) sell Toyota automobiles through a
17 network of dealerships that are the agents of TMS and TMC.
18

19 19. There exists, and at all times herein existed, a unity of ownership between TMS,
20 TMC, and their agents such that any individuality or separateness between them has ceased and
21 each of them is the alter ego of the others.
22

23 20. Upon information and belief, TMC communicates with TMS concerning virtually
24 all aspects of the Toyota products it distributes within the United States.
25

26 21. Upon information and belief, the design, manufacture, distribution, service,
27 repair, modification, installation and decisions regarding the soy-covered or soy-based
28 components and parts within the Class Vehicles were performed exclusively by TMS and TMC.
29

30 22. Toyota engages in continuous and substantial business in Washington, including
31 making substantial sales and leases of Toyota automobiles.
32

1 26. Historically, automobile wiring was coated or covered with a glass, plastic or
2 polymer-based insulation. However, over the past decade or so, and especially in light of
3 skyrocketing oil prices in the mid- to late-2000s, there has been a dramatic downshifting in
4 automotive manufacturing which has spurred automobile manufacturers to explore new
5 materials to decrease cost and make more parts recyclable. As a result, many automobile
6 manufacturers, including Toyota, migrated to soy-based insulation because it became
7 considerably less expensive and is purportedly more environmentally-friendly, as it is
8 biodegradable.
9

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13 27. Wiring insulation is an imperative line of defense to protect the integrity of
14 electrical wiring in automobile electrical systems. But Toyota made the decision to switch its
15 wiring insulation to a soy-based material – which invites, rather than protects against, electrical
16 wiring issues and concerns, as set forth herein – and it did so not in the name of “going green”
17 but rather in the name of profit and cost-cutting.
18

19
20 28. Irrespective of Toyota’s business justifications, the transition to soy-based
21 insulation has created a bed and breakfast for rodents and other animals and pests under the
22 hoods of Class Vehicles at the expense of Class members. Rodents and other animals are
23 uniquely attracted to soy in Class Vehicles. The inclusion of soy-based materials in Class
24 Vehicle electrical wiring and wiring components attracts rodents and other animals that nest
25 under the hoods of Class Vehicles and feast on the soy insulation and electrical wires, thereby
26 compromising the integrity of Class Vehicle electrical systems and rendering Class Vehicles
27 fully or partially inoperable. Automobile electrical wiring does not have to be entirely chewed
28 through to jeopardize the functionality of the wiring system: rather, mere exposure of the wires
29 can make a vehicle unfit for use.
30
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1 **B. Toyota's Knowledge of the Soy-Based Insulted Wiring Defect**

2 32. Toyota was aware or should have been aware of the Defect in Class Vehicles
3 through (1) its own records of customers' complaints; (2) dealership repair records; (3) NHTSA
4 records; (4) warranty and post-warranty claims; (5) internal durability testing; and (6) other
5 various sources. Despite its knowledge, Toyota failed to notify consumers of the nature and
6 extent of the Defect and/or provide any adequate remedy under the Warranty.
7
8

9 33. Toyota is also aware or should have been aware of the Defect, because its agents,
10 dealers, or other representatives routinely and consistently refuse to provide Warranty coverage
11 for damage to Class Vehicles resulting from the Defect. Instead, Toyota, through its agents,
12 dealers, or other representatives, compels consumers to either pay the costs of repair out-of-
13 pocket or to make an insurance claim and pay a deductible.
14

15 34. Furthermore, the defective nature of the soy-based wiring has been widely
16 publicized and known within the automotive industry generally and to Toyota specifically.
17

18 35. A number of news stations across the United States have done consumer interest
19 stories on soy wiring in automobiles, reporting on how the inclusion of soy materials or
20 ingredients in automobiles attracts pests and causes damage. One news media outlet that claims
21 to be leading a nationwide investigation into this very issue reports (among other findings) the
22 following:
23

24
25
26 “Many new vehicles now use wiring that has a soy-based coating,
27 which is better for the environment and cheaper to make than the
28 traditional kind. But apparently, rodents love to gnaw on it, which
29 can cause major electrical problems.”³
30

31
32 ³ Jason Stoogenke, Action 9 leads national investigation into rodents chewing on vehicle wires, WSOCTV, Jun. 3, 2016,
<http://www.wsocvt.com/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735> (last visited Dec. 28, 2016).

1 36. An investigator from that news station reported that he contacted Toyota about
2 the soy wiring issue, to which a representative of Toyota – Amanda Rice, a Business
3 Communications Specialist at Toyota Motor Sales, U.S.A., Inc. – responded by denying that a
4 problem existed, stating that, “Rodent damage to vehicle wiring occurs across the industry and
5 the issue is not brand- or model-specific. We are not aware of any confirmed connection
6 between wiring materials and rodent damage.”⁴
7
8

9 37. Consumer media websites have also tracked the propensity of soy-based wiring
10 insulation and coatings to attract rodents and result in damage.⁵ Honda – one of Toyota’s
11 primary competitors – is supposedly “convinced” that there is a problem with its own soy-based
12 wiring and reportedly made plans to introduce a spicy chemical to its wiring to stop rodents
13 from eating it.⁶
14

15 38. Unlike Honda, Toyota has taken no similar preventive measures or actions.
16 Instead Toyota has turned this Defect into another source of income for itself and its dealers by
17 charging Class Vehicle owners for repairs (or charging for purchase and installation of
18
19
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22 ⁴ See *id.*, embedded video, at 2:13.

23
24 ⁵ See, e.g., Jenn Strathman, Mechanics Say Soy In Car Wiring Attracts Munching Mice, So Honda Created A Solution, WPTV, Nov. 6, 2013,
25 <http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-munching-mice-so-toyota-created-a-solution> (last visited Dec.
26 28, 2016) (a Toyota Tundra purchaser experienced engine trouble due to rodent eating his wires); Jason Stoojenke, Action 9 Leads National
27 Investigation Into Rodents Chewing On Vehicle Wires, WSOTV, updated June 3, 2016, [http://www.wsocvtv.com/web/wsoc/news/9-](http://www.wsocvtv.com/web/wsoc/news/9-investigates-rodents-chewing-on-vehicle-wiring/235719735)
28 [investigates/rodents-chewing-on-vehicle-wiring/235719735](http://www.wsocvtv.com/web/wsoc/news/9-investigates-rodents-chewing-on-vehicle-wiring/235719735) (last visited Dec. 28, 2016) (recounting the story of a purchaser of a brand new
29 Toyota Camry who could not turn on her engine because rodents ate the soy wiring in her vehicle).

30
31 ⁶ Tim Esterdahl, Mice Eat Toyota Tundra Wires – True Story, Nov. 8, 2013, <http://www.tundraheadquarters.com/blog/mice-eat-wires/> (last
32 visited Dec. 28, 2016).

1 repellants, traps, tapes, and other preventive measures) to deal with the adverse consequences of
2 its soy-based wiring insulation that Toyota should, itself, be covering under warranty.

3
4 39. Toyota has evaded and continues to evade its Warranty obligations by failing to
5 tell consumers that their Class Vehicles are defective and by claiming that the susceptibility to
6 rodent and other animal damage to soy-based electrical wiring is “environmental” and not a
7 result of the Defect which requires Warranty repairs or replacements.
8

9 40. However, as the consumer complaints below demonstrate, environmental
10 conditions are not the root cause of the Defect – rather, the environmentally-friendly and less
11 expensive soy-based coating is the problem. While Class Vehicles are essentially being attacked
12 by rodents and other animals, older vehicles with non-soy-based insulated wires that are
13 exposed to similar conditions do not experience rodent-caused damage.
14

15 41. The prevalence of complaints across the country from Toyota lessees and owners
16 and the high volume of media and consumer watchdog coverage of this soy wiring issue
17 highlight the disingenuous nature of Toyota’s denial of (a) the existence of the Defect and (b) a
18 connection between soy wiring in Class Vehicles and rodent damage.
19

20 42. Toyota has known (or it should have known) that soy-based wiring attracts
21 rodents and other pests that damage Class Vehicles. In fact, employees at Toyota dealerships
22 routinely inform consumers that rodent damage is very common. Yet, notwithstanding its
23 knowledge of the Defect, Toyota consistently refuses to repair the Class Vehicles under the
24 Warranty when the Defect manifests.
25

26
27 **C. Toyota’s New Vehicle Limited Warranty**

28 43. Despite Toyota’s knowledge of the Defect, it refuses to honor its Warranty. The
29 Warranty covers necessary repairs for defects in materials or workmanship: “This warranty
30 covers repairs and adjustments needed to correct defects in materials or workmanship of any part
31 supplied by Toyota, subject to the exceptions indicated under ‘What Is Not Covered’” See
32

1 2014 Toyota 4Runner Warranty and Maintenance Guide, at p. 13, attached hereto as **Exhibit**
2 **“A.”** Thus, the Warranty covers *any* defect unless the defect is listed as an exception.⁷

3
4 44. The Warranty exceptions, however, are not applicable to the defective soy-based
5 wiring and wiring insulation. The exceptions to the Warranty include: tires, normal wear and
6 tear, maintenance expense, vehicles with altered odometers, salvage or total-loss vehicles, and
7 incidental damages. *See* Ex. A, at p. 14-15. Toyota routinely cites to the “other environmental
8 conditions” exception in its Warranty to deny coverage for Defect-related repairs. The Warranty
9 specifically excludes damage from “[a]irborne chemicals, tree sap, road debris (including stone
10 chips), rail dust, hail, floods, wind storms, lightning and other environmental conditions”;
11 however, Toyota’s voluntary inclusion of soy-based wiring and wiring materials in Class
12 Vehicles does not constitute an environmental condition.

13
14
15 45. Soy-based insulated wiring and wiring components are not an “environmental
16 condition.” Unlike the other environmental exclusions under the Warranty for conditions or
17 occurrences that naturally exist or occur in the environment, Toyota created this problem by
18 including soy materials in the manufacturing process for Class Vehicles. Thus, the Defect is not
19 an independent environmental issue; rather, the Defect is the inclusion of soy-based materials in
20 Class Vehicles and the intrinsic nature of the soy-based materials to attract rodents, and the
21 Defect exists in Class Vehicles at the time of manufacturing and when Class Vehicles leave
22 manufacturing locations.

23
24
25 46. Furthermore, the Warranty does not expressly or impliedly disclaim Warranty
26 coverage for rodent damage in Plaintiffs’ Class Vehicle and the same is true for the Warranties

27
28
29 ⁷ Plaintiffs’ purchased their Class Vehicle as a certified pre-owned vehicle from Toyota pursuant to a 12 month/12,000-mile Limited
30 Comprehensive Warranty and a 7 year/100,000-mile Limited Powertrain Warranty. Coverage for the rodent damage to the wiring in Plaintiffs’
31 Class Vehicle was and is not excluded under these warranties either, and Toyota should have repaired Plaintiffs Class Vehicle under these
32 warranties.

1 that cover all Class Vehicles. If Toyota wanted to exclude rodent damage from Warranty
 2 coverage, it could have done so, just as it did for, e.g. tree sap damage. But Toyota did not
 3 exclude this damage. Toyota cannot now rely on the “other environmental conditions” language
 4 in its Warranty exclusions – language which clearly relates to and was intended to relate to *other*
 5 *weather- and climate-related conditions* that are not explicitly identified in that section (whereas
 6 hail, flood, wind, storms, lightning, etc., are excluded) – to escape its Warranty obligations to
 7 consumers.
 8
 9

10 47. Notwithstanding its obligation under its Warranties, Toyota has repeatedly denied
 11 and routinely denies Warranty coverage to consumers for Defect-related damage, including
 12 Plaintiffs and Class members. Toyota routinely informs consumers, *inter alia*, that rodent
 13 damage is an environmental condition that is not covered under the Warranty. Toyota is
 14 deflecting its obligations under the Warranty by labeling the Defect – which Toyota has
 15 knowledge of or should have knowledge of – as something it is not. Toyota has refused to cover
 16 the costs of repairs due to rodent damage to soy-based insulated wiring. Thus, Plaintiffs and
 17 Class members were and are forced to pay out of pocket for repairs and services that are and
 18 should have been covered under Toyota’s Warranty.
 19
 20
 21

22 **D. Countless Other Consumers Have Similar Experiences and Complaints**

23 48. Plaintiffs’ experiences are by no means isolated or outlying occurrences. Indeed,
 24 the internet is replete with examples from blogs and other websites where Toyota customers have
 25 complained of rodents chewing through their vehicles’ soy-based wire insulation, sometimes on
 26 multiple occasions.
 27

28 49. For example:

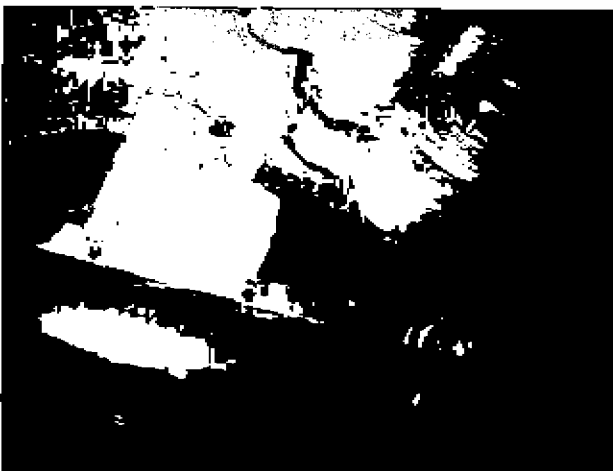
- 29 • From May 3, 2013, user HauKrazee posted on <http://www.toyota-4runner.org/5th-gen-t4rs/141251-broken-2010-4runner-rodents.html#post1371287>, (last visited on Oct. 3, 2016):

30 **Broken 4Runner - Rodents**

31 Alright, two days ago I come home from the store and my 4Runner was parked for less than 2 hours at my parents home. It was snowing after a day of 70 degree weather I go outside and 4Runner starts up, but idles very rough as if the engine was constantly misfiring I leave my car there overnight and call the tow truck in the morning.

32 When the tow truck arrives in the morning, I try and start the 4Runner and move it for the tow truck... the engine fails and shuts off as black smoke comes out of the exhaust... the 4Runner dies. The tow truck takes it to the nearest dealership because I thought at the time it was something wrong that could have been covered under warranty since it is still under 36 months or 30,000 miles.

The dealership checks it out and approx 4 wires have been chewed up by some rodent (Pictures attached). . not covered under warranty.



- From March 3, 2012, user ChristyMcCool posted on <http://www.customtacomas.com/forum/22-off-topic/155429-squirrels-rats-chewing-tacoma-wiring.html>, (last visited on Oct. 3, 2016):

Squirrels & rats chewing Tacoma wiring!

The entire wiring harness on my Toyota Tacoma has been replaced twice in the last month, from squirrels chewing up the wiring. The cost is around \$3400 each time. Insurance covered it both times, but said they wouldn't a third time.

50. Complaints on the NHTSA website reveals that many consumers have experienced wire damage as a result of rodents and other animals chewing the soy-based portions of the wiring in multiple Toyota models—including but not limited to: 4Runner (2012, 2015, 2016); Avalon (2013); Camry Hybrid (2012); FJ Cruiser (2014); Prius (2010); Prius C (2012); Prius V (2012); Rav4 (2008, 2014, 2015); Sequoia (2015); Sienna (2012); Tacoma (2014, 2015); and Tundra (2011).

51. The consumer complaints to NHTSA are evidence of a widespread problem. Representative examples of complaints on the NHTSA website regarding the Class Vehicles are included below (with emphasis supplied in capitalized bold, underlined letters):⁸

⁸ The foregoing complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original authors of the complaints.

1
2 **Date of Incident:** 06/02/2016
3 **Date Complaint Filed:** 06/05/2016
4 **NHTSA/ODI ID:** 10872591
5 **Model:** 2015 Tacoma

6 **SUMMARY:**

7 MY TRUCK WAS RECENTLY DAMAGED FROM RODENTS, THEY BUILT A
8 NEST BY ENGINE AND CHEWED WIRES. AFTER FURTHER RESEARCH I
9 FOUND THAT AUTO MANUFACTURERS IN ORDER TO GO GREEN ARE USING
10 SOY BASED PRODUCTS ON WIRES INSTEAD OF PETROLEUM. THEY ARE
11 USING SUGAR IN THERE PLASTICS. RICE HUSKS IN THERE INTERIORS. ALL
12 THIS STUFF ATTRACTS RODENTS. THIS IS UNACCEPTABLE! **MY**
13 **DEALERSHIP SAID THEY ARE SEEING AT LEAST 2 RODENT DAMAGED**
14 **VEHICLES A WEEK.** MY TRUCK IS DRIVEN DAILY AND SITS NO LONGER
15 THAN 8 HOURS. **THE TOTAL DAMAGE ON A BRAND NEW TRUCK WITH**
16 **EXTENDED WARRANTY WAS 2700 OUT OF POCKET, THIS DAMAGE WAS**
17 **NO COVERED BY WARRANTY.**

18
19 **Date of Incident:** 04/17/16
20 **Date Complaint Filed:** 04/17/2016
21 **NHTSA/ODI ID:** 10859964
22 **Model:** 2012 4Runner

23 **SUMMARY:**

24 SQUIRRELS KEEP EATING MY ELECTRICAL WIRING AND THE WIRING
25 HARNESS. THEY ACCESS THE ENGINE BAY THROUGH THE OPENINGS IN
26 THE WHEEL WELLS AFTER JUMPING ON TOP OF THE TIRES. THE RESULTS
27 HAVE DISABLED MY ABS, 4WD, LIMITED SLIP, ETC. **I'VE TRIED RODENT**
28 **REPELLENT, FOX URINE, AND PARKING IN THE GARAGE. NOTHING**
29 **HELPS.** TOYOTA NEEDS TO STOP USING SOY BASED WIRING, AND THEY
30 NEED TO CLOSE THE HOLES IN THE WHEEL WELLS.

31
32 **Date of Incident:** 3/01/2016
33 **Date Complaint Filed:** 03/03/2016
34 **NHTSA/ODI ID:** 10839755
35 **Model:** 2014 FJ Cruiser

36 **SUMMARY:**

37 KNOWN PROBLEM BY MANUFACTURERS. **EXTREME DAMAGE TO WIRING**
38 **HARNESS AND COMPONENTS WITHIN ENGINE COMPARTMENT BY**
39 **RODENT.** VEHICLE HAS 13,837 MILES ONLY. NEW WIRING STANDARDS
40 REPORTEDLY DRAW RODENTS AND/OR INCREASE AMOUNT OF DAMAGE
41 TO VEHICLE SYSTEMS. VEHICLE WAS PARKED LESS THAN 7 HOURS AND
42 WHEN TURNED IGNITION TO VEHICLE, INSTRUMENT PANEL ILLUMINATED
EVERY SAFETY WARNING TO INCLUDE ENGINE LIGHT FLASHING. ENGINE

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1 **SPUTTERED AND REQUIRED TOW. INSURANCE COMPANY REPORTS HIGH**
2 **NUMBER OF CLAIMS ESPECIALLY RELATED TO NEWER CARS WITH**
3 **WIRING. DAMAGE TO WIRING IF DRIVEN COULD CAUSE VEHICLE**
4 **SYSTEMS TO FAIL, FIRE AND COULD CAUSE GRAVE RISK OF INJURY OR**
5 **DEATH TO OPERATOR AND PASSENGERS. MANUFACTURER DOES NOT**
6 **COVER IN WARRANTY NOR PROVIDES PREVENTIVE REMEDY TO ISSUE.**

7 **Date of Incident: 10/30/2015**

8 **Date Complaint Filed: 10/30/2015**

9 **NHTSA/ODI ID: 10787185**

10 **Model: 2012 Sienna**

11 **SUMMARY:**

12 ALL UNDERWOOD COMPONENTS ARE NOT ONLY VULNERABLE, BUT
13 ATTRACTIVE TO RODENTS. WHILE PARKED OVERNIGHT ON 4
14 **CONSECUTIVE NIGHTS, RODENTS HAVE CHEWED THROUGH WIRES**
15 **DESPITE ATTRACTIVE RODENT POISON IN THE ENGINE BAY, THE**
16 **POISON IS UNTOUCHED AND THE WIRES ARE ATTACKED EVERY**
17 **NIGHT.** TO DATE INJECTOR WIRES, SENSOR SIRS, FUEL PUMP WIRES
18 HAVE BEEN COMPROMISED, INCLUDING SENSORS FOR THE STABILITY
19 CONTROL SYSTEM, WHICH IS DISABLED. **I REPAIRED DAMAGE BY**
20 **RUNNING NEW WIRES, CLEARING NESTS AND SET TRAPS AND POISON,**
21 **BUT NOW THE THE FUEL SYSTEM HAS BEEN ATTACKED AND THE FUEL**
22 **PUMP DOES NOT ACTIVATE. 3 OTHER CARS PARKED IN THE SAME**
23 **LOCATION FOR THE PAST 5 MONTHS ARE UNTOUCHED. SAFETY**
24 **SYSTEMS ARE LIKELY TO BE COMPROMISED FOR ANY PERSON WHO**
25 **MUST PARK THESE OUTDOORS.**

26 **Date of Incident: 10/26/2015**

27 **Date Complaint Filed: 10/27/2015**

28 **NHTSA/ODI ID: 10786504**

29 **Model: 2014 Rav4**

30 **SUMMARY:**

31 THE ELECTRICAL WIRING WAS EATEN BY A RODENT. THE RODENT MADE
32 A NEST IN THE ENGINE AREA AFTER EATING THE WIRES. **THE REPAIR OF**
THE VEHICLE IS COSTING US \$1510 PLUS A RENTAL CAR.

Date of Incident: 09/30/2015

Date Complaint Filed: 10/05/2015

NHTSA/ODI ID: 10779880

Model: 2015 Rav4

SUMMARY:

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1 **AFTER 10 DAYS OF OWNING THE CAR AND LESS THAN 600 MILES THE**
 2 **CAR WOULDN'T RUN AND WE HAD TO HAVE IT TOWED TO THE**
 3 **DEALERSHIP. THEY SAID IT WAS NOT UNDER WARRANTY AND THAT**
 4 **THE DAMAGE WAS CAUSED BY A RODENT.** LATER THAT SAME EVENING
 5 OUR SALESMAN CALLED AND INFORMED US THAT COMPONENTS IN THE
 6 CAR ARE "GREEN" AND MADE OF SOYBEAN AND TO KEEP OUR CAR IN THE
 7 GARAGE (WHICH WE DON'T HAVE). I HAVE SINCE CAUGHT A MOUSE
 8 UNDER THE HOOD OF THE VEHICLE WITH A GLUE TRAP AND FOUND HAIR
 9 AND MOUSE DROPPINGS. THE BEST OFFER THEY HAVE GIVEN ME IS TO
 10 GIVE ME A DIFFERENT TOYOTA VEHICLE AT COST (AND TAKE THE LOSS
 11 ON MY CURRENT VEHICLE). I HAVE COMPLAINED TO BOTH THE
 12 DEALERSHIP AND TO TOYOTA. **I HAVE HAD TWO OTHER VEHICLES**
 13 **PARKED IN WITHIN THE SAME PROXIMITY FOR OVER TWO YEARS. I**
 14 **HAVE NEVER HAD RODENT ISSUES WITH EITHER OF THEM AND I RUN**
 15 **INTO ISSUES WITHIN THE FIRST 10 DAYS WITH A NEW VEHICLE. I AM**
 16 **CONCERNED FOR THE SAFETY OF MY WIFE AND TWO YEAR OLD**
 17 **CHILD.** IF THERE ARE MICE LIVING INSIDE THE CAR, THEY COULD BE
 18 LEAVING RAT DROPPINGS THAT COULD BE HARMFUL TO BOTH OF THEM. I
 19 AM ANGRY AND CONCERNED AND DON'T UNDERSTAND WHY, WHEN
 20 OTHER VEHICLES PARKED IN THE SAME LOCATION AREN'T EXPERIENCING
 21 THE SAME PROBLEM, THIS ISN'T A VALID REASON TO RETURN THE CAR.
 22 HERE ARE TWO ARTICLES THAT DETAIL THE PROBLEM MYSELF AND
 23 OTHER TOYOTA OWNERS HAVE HAD -
 24 [HTTP://CTWATCHDOG.COM/FINANCE/RODENTS-DAMAGE-CARS-BY-](http://ctwatchdog.com/finance/rodents-damage-cars-by-chewing-electrical-connections-tips-on-how-to-avoid-costly-repairs)
 25 [CHEWING-ELECTRICAL-CONNECTIONS-TIPS-ON-HOW-TO-AVOID-COSTLY-](http://www.synlube.com/incredibleediblecar1.htm)
 26 [REPAIRS, HTTP://WWW.SYNLUBE.COM/INCREDIBLEEDIBLECAR1.HTM](http://www.synlube.com/incredibleediblecar1.htm)

21 **Date of Incident:** 09/04/2015
 22 **Date Complaint Filed:** 09/13/2015
 23 **NHTSA/ODI ID:** 10763422
 24 **Model:** 2015 4Runner

25 **SUMMARY:**
 26 RODENT CHEWED THROUGH INJECTOR 3 WIRE. 4 DAYS LATER, AFTER I
 27 PAID FOR THE FIRST REPAIR...SEVERAL OTHER WIRES WERE CHEWED
 28 THROUGH. THE PREVIOUS CONNECTOR REPAIRED WITH "RODENT
 29 DETERRENT TAPE" WAS NOT DAMAGED.

30 **Date of Incident:** 03/12/2015
 31 **Date Complaint Filed:** 03/14/2015
 32 **NHTSA ID/ODI:** 10694252
Model: 2011 Tundra

SUMMARY:

CLASS ACTION COMPLAINT - 17

FELDMAN & LEE P.S.
 604 West Meeker Street, Ste. 206
 Kent, WA 98032
 Tel: (253)859-2488 Fax: (253)859-2295

1 MY VEHICLE FIRST HAD ITS WIRING HARNESS DESTROYED BY A RODENT
2 OF SOME SORT A COUPLE OF WEEKS AGO. AFTER SENDING IT TO THE
3 REPAIR SHOP AND \$7000 DOLLARS LATER, I BROUGHT MY TRUCK HOME
4 AND EVERYTHING WORKED FINE. I TRIED MANY REMEDIES TO
5 DISCOURAGE THE RODENTS FROM RETURNING BUT NOTHING SEEMS TO
6 DETER THEM FROM THE SOY BASED INSULATION ON MY TRUCKS WIRING
7 HARNESS. I NOW HAVE TO SEND MY TRUCK BACK FOR REPAIRS TO THE
8 SAME WIRING HARNESS (\$7000) AS BEFORE, AND ALSO ANOTHER WIRING
9 HARNESS WHICH WILL PROBABLY COST CLOSE TO THE SAME. HOW CAN
10 TOYOTA GET AWAY WITH MAKING INSULATION OUT OF RODENT FOOD
11 WHEN THESE WIRES OPERATE THE ABS BRAKING SYSTEM? THIS
12 PRACTICE NOT ONLY PUTS A FINANCIAL BURDEN ON THE OWNER BUT
13 ALSO COMPROMISES THEIR SAFETY. *TR

12 **Date of Incident:** 11/07/2012

13 **Date Complaint Filed:** 11/08/2012

14 **NHTSA/ODI ID:** 10483685

15 **Model:** 2010 Prius

16 **SUMMARY:**

17 2010 TOYOTA PRIUS AT DEALERSHIP FOR 25000 MILE SERVICE. ON
18 11/07/2012 AT 1700 THE DEALERSHIP CALLED AND REPORTED THAT THE
19 CAR IS "INFESTED WITH RODENTS." STATED THAT HEADLINER IS
20 SATURATED WITH URINE/ FECES, AIR AND CABIN AIR FILTERS
21 DESTROYED, WIRES CHEWED, RODENTS FOUND TO BE LIVING IN
22 DASHBOARD, IN DOOR INTERIORS, AND OTHER AREAS. REPORTED THAT
23 THIS WAS "THE WORST CASE WE'VE SEEN." CAR IS OWNED BY TWO
24 PROFESSIONALS- NO CHILDREN WHO WOULD HAVE DROPPED FOOD AND
25 NO FOOD EVER EATEN IN VEHICLE. PURCHASED NEW FROM THIS SAME
26 DEALERSHIP 01/02/2011. DEALERSHIP NOW REPORTS THAT THE CAR IS A
27 HEALTH/ SAFETY HAZARD AND COULD COST "THOUSANDS" TO
28 REPAIR. OUR INTERNET RESEARCH REVEALED THAT RODENT
29 INFESTATION IS COMMON IN THE TOYOTA PRIUS, REPORTEDLY BECAUSE
30 RODENTS ARE ABLE TO GAIN EASY ACCESS THROUGH THE CAR'S
31 VENTILATION SYSTEM. OWNERS REPORTED CONTACTING TOYOTA, WHO
32 DENIED LIABILITY AND DENIED REQUEST FOR ASSISTANCE. *TR

12 **Date of Incident:** 08/24/2012

13 **Date Complaint Filed:** 04/30/2013

14 **NHTSA/ODI ID:** 10510017

15 **Model:** 2012 Prius V

16 **SUMMARY:**

17 I AM FILING A CLAIM TO NOTIFY OTHER CONSUMERS ABOUT AN ONGOING
18 ISSUE I'VE EXPERIENCED WITH MY 2012 TOYOTA PRIUS V. WE PURCHASED

19 **CLASS ACTION COMPLAINT - 18**

20 **FELDMAN & LEE P.S.**
21 604 West Meeker Street, Ste. 206
22 Kent, WA 98032
23 Tel: (253)859-2488 Fax: (253)859-2295

1 THE CAR IN JANUARY 2012 AND **SINCE THEN WE'VE HAD 3 INCIDENTS**
2 **(THAT WE KNOW OF) IN WHICH RODENTS HAVE INFESTED OUR**
3 **VEHICLE.** . THE FIRST INCIDENT OCCURRED (AUGUST 2012), WE BROUGHT
4 IT TO THE DEALERS ATTENTION AND WERE TOLD THERE WAS NOTHING
5 THEY COULD DO BUT WE COULD CONTACT TOYOTA HEADQUARTERS. THE
6 DEALER DETERMINED THAT THE RODENT HAD CLIMBED IN TO THE REAR
7 OF THE VEHICLE THROUGH AN AIR VENT, AND CHEWED THE WIRES OF
8 THE REAR HARNESS SYSTEM (THE WIRING SYSTEM THAT AFFECTS THE
9 HYBRID TECHNOLOGY). THE ESTIMATED REPAIR WAS \$2 - 3K. AFTER
10 CONTACTING TOYOTA HEADQUARTERS, I WAS TOLD TOYOTA DOES NOT
11 CONSIDER THIS TO BE A DEFECT IN THE DESIGN OF THE CAR OR A SAFETY
12 ISSUE. **I WAS TOLD IT WAS AN ENVIRONMENTAL ISSUE AND I NEEDED**
13 **TO DO SOMETHING TO CORRECT MY SURROUNDINGS.** THEY ADVISED
14 THAT I OPEN A CLAIM WITH MY INSURANCE PROVIDER TO COVER THE
15 COSTS FOR THE REAR HARNESS WIRING DAMAGE. AFTER RESEARCHING
16 THIS, IT APPEARS THERE ARE 6 OPENINGS/GAPS WITHIN THE VEHICLE
17 THAT RATS CAN GET INTO TO ACCESS THE INTERIOR CABIN. **NEITHER**
18 **TOYOTA OR THE DEALERSHIP OFFERED TO BLOCK/COVER THESE**
19 **VENTS TO PREVENT ANY FUTURE ATTEMPTS BY A RODENT GETTING**
20 **IN. THEY DIDN'T OFFER ANY SUGGESTIONS OR ADVICE AS TO WHAT I**
21 **SHOULD DO TO PREVENT THIS.** THIS MORNING (APRIL 27, 2013) WE WOKE
22 UP AND REALIZED THE RODENTS HAD ENTERED THE VEHICLE AGAIN,
23 THIS TIME CHEWING UP MY CHILD'S CAR SEAT AND THE LEATHER OF THE
24 REAR SEATS. THERE ARE NUMEROUS PEOPLE THAT HAVE EXPERIENCED
25 THIS ISSUE DATING BACK TO 2007 AND YET TOYOTA HAS DONE NOTHING
26 TO REPAIR THIS DESIGN/SAFETY FLAW. FOLLOWING IS A LINK TO A PRIUS
27 FORUM WHERE PRIUS OWNERS COMPLAIN OF THIS ISSUE:
28 [HTTP://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-](http://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-MOUSE-PROBLEM.113690/)
29 [MOUSE-PROBLEM.113690/](http://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-MOUSE-PROBLEM.113690/) . *TR

23 **Date of Incident:** 08/21/2013

24 **Date Complaint Filed:** 05/19/2014

25 **NHTSA/ODI ID:** 10592353

26 **Model:** 2012 Camry Hybrid

27 **SUMMARY:**

28 NO MATTER WHERE I PARK RODENTS ARE FINDING WAYS TO GET INTO
29 MY CAR. I DO NOT KEEP FOOD IN THE CAR AND I HAVE DONE SEVERAL
30 DIFFERENT THINGS TO PREVENT THEM GETTING IN. INCLUDING MOVING
31 MY CAR AROUND TO PLACES OTHER THAN MY DESIGNATED COVERED
32 PARKING SPOT. MY DEALER HAS TOLD ME TO PISS OFF. AS HAS TOYOTA,
BUT IT WOULD APPEAR THAT TOYOTA SWITCHED OVER TO MORE
ENVIRONMENTALLY FRIENDLY INSULATION MATERIALS IN RECENT
YEARS. I PURCHASED THIS 2012 TOYOTA CAMRY BRAND NEW. THIS HAS
BEEN GOING ON FOR TWO YEARS NOW AND IT WOULD APPEAR I'M NOT

CLASS ACTION COMPLAINT - 19

FELDMAN & LEE P.S.
604 West Meeker Street, Ste. 206
Kent, WA 98032
Tel: (253)859-2488 Fax: (253)859-2295

1 THE ONLY PERSON EXPERIENCING THIS AS IS APPARENT FROM THE LINKS
2 BELOW. I HAVE EXTENSIVE PICTURES OF WHAT HAS HAPPENED TO MY
3 CAR. **THIS ALSO HASN'T BEEN AN ISSUE FOR ANY OF THE OTHER**
4 **VEHICLES IN MY PARKING LOT AND MY PREVIOUS CAR WAS PARKED**
5 **THERE FOR YEARS WITHOUT ISSUE (A DIFFERENT MANUFACTURER). I**
6 **ALSO PARK OUR OLDER TOYOTA MATRIX (2003) AND TOYOTA MR2**
7 **SPYDER (2000) IN THAT SPOT AND I HAVE NOT HAD ANY ISSUES WITH**
8 **EITHER VEHICLE.** I BELIEVE OUR OLDER TOYOTA MODELS HAVE VERY
9 DIFFERENT MATERIALS THAT AREN'T AS ATTRACTIVE TO RODENTS. I
10 FIRMLY BELIEVE THIS HAS TO DO WITH TOYOTA'S MOVE TO MORE
11 ENVIRONMENTALLY FRIENDLY MATERIALS. JUST TONIGHT I FINALLY
12 HAVE HAD ENOUGH BECAUSE THESE CREATURES CHEWED INTO MY
13 TRUNK AND WERE CHEWING UP THE MATERIALS IN MY TRUNK NEAR THE
14 HYBRID BATTERY. **I'M PARKED IN A COMPLETELY DIFFERENT AREA**
15 **AND IT'S STILL HAPPENING.** THIS ISN'T A COINCIDE! **I HAVE SOME**
16 **SERIOUS HEALTH AND SAFETY CONCERNS HERE.** I WAS READING
17 ABOUT ANOTHER OWNER THAT HAD RODENTS GET INTO THEIR NEW
18 TOYOTA PRIUS THAT ATE THE PASSENGER AIRBAG AND DID OVER \$10,000
19 IN DAMAGES! THIS NEEDS TO BE INVESTIGATED ASAP.
20 [HTTP://WWW.TOYOTANATION.COM/FORUM/152-VENZA-FORUM/359615-](http://www.toyotanation.com/forum/152-venza-forum/359615-rodent-patrol-against-damage.html)
21 [RODENT-PATROL-AGAINST-DAMAGE.HTML](http://priuschat.com/threads/toyota-claims-not-aware-of-mouse-problem.113690/page-2#ixzz32awyylol)
22 [HTTP://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-](http://priuschat.com/threads/toyota-claims-not-aware-of-mouse-problem.113690/page-2#ixzz32awyylol)
23 [MOUSE-PROBLEM.113690/PAGE-2#IXZZ32AWYYLOL](http://priuschat.com/threads/toyota-claims-not-aware-of-mouse-problem.113690/page-2#ixzz32awyylol) *JS

18 **PARTICULARIZED FACTS AS TO PLAINTIFFS**

19
20 52. On or about February 21, 2016, Plaintiffs purchased a 2014 Toyota 4Runner from
21 Michael Toyota, an authorized Toyota dealer in Bellevue, Washington. Their Class Vehicle
22 bears the following VIN: JTEBU5JR2E5153444. At the time of the purchase, the odometer read
23 17,443 miles.

24
25
26 53. Plaintiffs use their Class Vehicle for personal, family, and/or household uses.

27
28 54. On or about October 9, 2016, Plaintiffs' Class Vehicle began vibrating
29 aggressively when Plaintiffs attempted to start the vehicle. The check engine light illuminated on
30 the Class Vehicle dashboard. Pursuant to the instructions in the Warranty manual, Plaintiffs
31 contacted the Toyota dealership, and Toyota instructed Plaintiffs to have their Class Vehicle
32 towed to the service station.

1 55. Plaintiffs took their Class Vehicle to Heartland Toyota in Paulsbo, Washington,
2 where a service worker named Caesar informed that the damage was rodent related and that the
3 damage was not covered under the Warranty. Specifically, Toyota found multiple wires that
4 were damaged and chewed by rodents or other animals on both sides of the Class Vehicle's
5 engine. Plaintiffs were forced to pay \$750.03 out-of-pocket for repairs. Plaintiffs did not submit
6 a claim to insurance because they have a \$500 deductible and they did not want their premiums
7 to increase.
8
9
10

11 56. On November 17, 2016, Plaintiffs attempted to start their Class Vehicle again and
12 experienced the same vibrations. Toyota again instructed Plaintiffs to have their Class Vehicle
13 towed to Heartland Toyota for inspection and service. There, Toyota determined that there was
14 rodent damage and once again declined to fix the damage under the Warranty. A manager
15 offered Plaintiffs a 10% discount on the repairs. During this service visit, Toyota also offered to
16 buy back the Class Vehicle for less than what Plaintiffs owed on the vehicle, so Plaintiffs
17 declined this offer. Plaintiffs were forced to pay \$358.71 out-of-pocket for these repairs. The
18 odometer reading at the time of this service was 24,964 miles.
19
20
21
22

23 57. When Plaintiffs requested warranty coverage, they were told that Toyota's
24 Warranties do not cover rodent damage.
25

26 58. Notably, when Plaintiffs returned to Heartland Toyota on December 13, 2016 to
27 obtain copies of their repair documents, Toyota's employee Caesar stated "since the last snow
28 we have been flooded with customers that have had rodent damage to the wiring."
29

30 59. The damage caused to Plaintiffs Class Vehicle left their vehicle partially or
31 completely inoperable.
32

60. As a result of the damage to the wiring in Plaintiffs' Class Vehicle, Plaintiffs were

1 forced to incur out-of-pocket expenses and lost functionality of their Class Vehicle.

2
3 61. Neither Toyota nor any of its agents, dealers, or other representatives informed
4 Plaintiffs prior to purchasing their Class Vehicle that the soy-based insulated wiring encourages
5 rodents, such as rats, squirrels, and other animals or pests to chew the soy-based wiring. Toyota
6 concealed or omitted (and continues to conceal and omit) material information from Plaintiffs
7 and Class members about the Defect in Class Vehicles despite having knowledge of and being
8 aware of the Defect, and Toyota made these omissions in order to make sales and leases of Class
9 Vehicles.
10
11

12
13 62. Despite Plaintiffs' request, Toyota refused to provide warranty coverage for the
14 rodent damage to their Class Vehicle, which Toyota contends was not covered under its
15 Warranties. Toyota knew or should have known of the aforesaid Defect at the time of sale, and it
16 continues to have knowledge of the Defect and its breaches of its express Warranty. Yet, Toyota
17 has intentionally failed to notify Plaintiffs and members of the Class about the Defect.
18
19

20 63. To date, Toyota has failed to remedy and fully remove the Defect in Plaintiffs'
21 Class Vehicle.
22

23 CLASS ACTION ALLEGATIONS

24
25 64. Plaintiffs bring this class action pursuant to Rule 23 of the Federal Rules of Civil
26 Procedure on behalf of themselves and the following Class:

27 All persons and entities in Washington who (a) currently own or
28 lease a Class Vehicle with soy-based wiring insulation, and/or (b)
29 previously owned or leased a Class Vehicle with soy-based wiring
30 insulation, and can be identified as having incurred out-of-pocket
31 expenses related to soy-based wiring insulation defect.
32

1
2 65. Excluded from the Class are Toyota, its affiliates, subsidiaries, parents,
3 successors, predecessors, any entity in which Toyota or its parents have a controlling interest;
4 Toyota's current and former employees, officers and directors; the Judge(s) and/or Magistrate(s)
5 assigned to this case; any person who properly obtains exclusion from the Class; any person
6 whose claims have been finally adjudicated on the merits or otherwise released; and the parties'
7 counsel in this litigation. Plaintiffs reserve the right to modify, change, or expand the class and/or
8 sub-class definitions based upon discovery and further investigation.
9
10

11 66. **Ascertainability**: The Class is defined in terms of objective characteristics and
12 common transactional facts; namely, the purchase or lease of Class Vehicles containing the soy-
13 based wiring Defect that resulted in rodent or pest damage to Class Vehicle electrical wiring and
14 electrical systems. Class membership will be readily ascertainable from Toyota's business
15 records.
16

17 67. **Numerosity**: Upon information and belief, the Class is so numerous that joinder
18 of all members is impracticable. While the exact number and identities of individual members of
19 the Class are unknown at this time, such information being in the sole possession of Toyota and
20 obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis
21 allege, that many thousands of Class members have been subjected to the conduct by Toyota
22 herein alleged.
23
24

25 68. **Existence and Predominance of Common Questions of Fact and Law**:
26 Common questions of law and fact exist as to all members of the Class. These questions
27 predominate over the questions affecting individual Class members. These common legal and
28 factual questions include, but are not limited to:
29

- 30 a) Whether Toyota engaged in the conduct alleged herein;
31
32

- 1 b) Whether Toyota designed, advertised, marketed, distributed, leased, sold,
2 or otherwise placed Class Vehicles into the stream of commerce in the
3 United States;
4
5 c) Whether the Class Vehicles were defective in that they were sold with
6 soy-based wiring insulation and other soy-based wiring parts or
7 components;
8
9 d) Whether Toyota knew of the Defect but failed to disclose the problem and
10 its consequences to its customers;
11
12 e) Whether a reasonable consumer would consider the Defect or its
13 consequences to be material;
14
15 f) Whether the Defect causes Class Vehicles to malfunction;
16
17 g) Whether Toyota breached its warranties to Plaintiffs and Class members;
18
19 h) Whether Toyota's conduct violates consumer protection laws, warranty
20 laws and other laws as asserted herein;
21
22 i) Whether Plaintiffs and the other Class members overpaid for their Class
23 Vehicles as a result of the Defect alleged herein;
24
25 j) Whether Plaintiffs and the other Class members are entitled to equitable
26 relief, including, but not limited to, restitution or injunctive relief; and
27
28 k) Whether Plaintiffs and the other Class members are entitled to damages
29 and other monetary relief and, if so, in what amount.

69. **Typicality:** All of Plaintiffs' claims are typical of the claims of the Class since Plaintiffs and all Class members were injured in the same manner by Toyota's uniform course of conduct described herein. Plaintiffs and all Class members have the same claims against Toyota relating to the conduct alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class members. Plaintiffs and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable

1 losses arising out of Toyota's wrongful conduct as described herein. Plaintiffs are advancing the
2 same claims and legal theories on behalf of themselves and all absent Class members.

3
4 70. **Adequacy:** Plaintiffs are adequate representatives for the Class because their
5 interests do not conflict with the interests of the Class that they seek to represent; Plaintiffs have
6 retained counsel competent and highly experienced in complex class action litigation – including
7 consumer class actions – and counsel intends to prosecute this action vigorously. The interests of
8 the Class will be fairly and adequately protected by Plaintiffs and their counsel.

9
10 71. **Superiority:** A class action is superior to all other available means of fair and
11 efficient adjudication of the claims of Plaintiffs and all Class members. The injury suffered by
12 each individual Class member is relatively small in comparison to the burden and expense of
13 individual prosecution of the complex and extensive litigation necessitated by Toyota's conduct.
14 It would be virtually impossible for members of the Class individually to redress effectively the
15 wrongs done to them by Toyota. Even if Class members could afford such individual litigation,
16 the court system could not. Individualized litigation presents a potential for inconsistent or
17 contradictory judgments. Individualized litigation increases the delay and expense to all parties,
18 and to the court system, presented by the complex legal and factual issues of the case. By
19 contrast, the class action device presents far fewer management difficulties, and provides the
20 benefits of single adjudication, an economy of scale, and comprehensive supervision by a single
21 court. Upon information and belief, members of the Class can be readily identified and notified
22 based on, *inter alia*, the records (including databases, e-mails, etc.) Toyota maintains regarding
23 sales and leases of Class Vehicles. Plaintiffs know of no difficulty to be encountered in the
24 management of this action that would preclude its maintenance as a class action.

25
26
27
28
29 72. Toyota has acted or refused to act on grounds generally applicable to Plaintiffs
30 and the other members of the Class, thereby making appropriate final injunctive relief and
31 declaratory relief, as described below, with respect to the Class as a whole.
32

1 consumer would have considered them to be important in deciding whether to purchase or lease
2 Toyota's Class Vehicles or pay a lesser price.
3

4 79. Had Plaintiffs and the Class known about the defective nature of the Class
5 Vehicles, they would not have purchased or leased the Class Vehicles, or would have paid less
6 for them.
7

8 80. As a result, and by virtue of Toyota's material representations and/or omission(s),
9 Plaintiffs and the other Class members were fraudulently induced to lease and/or purchase the
10 Class Vehicles with the soy-wiring Defect and all of the resultant problems, including but not
11 limited to rodent damage.
12

13 81. These material misstatements and/or omissions were knowingly made by Toyota
14 and with the intent that Plaintiffs and Class members rely on them or not become aware of them.
15

16 82. Plaintiffs and Class members reasonably relied on these misstatements and/or
17 omissions, and suffered damages as a result.
18

19 83. Toyota's conduct was willful, oppressive or malicious, entitling Plaintiffs and
20 Class members to an award of punitive damages.
21

22
23
24 **COUNT II**
25 **BREACH OF EXPRESS WARRANTY**

26 84. Plaintiffs repeat and reallege the allegations contained above as if fully set forth
27 herein.
28

29 85. Toyota is and was at all times a "merchant" and the Class Vehicles are "goods."
30
31
32

1 86. Class Vehicles are accompanied by either Toyota's 36 months/36,000 miles New
2 Vehicle Limited Warranty (*see* Ex. A), or by another Toyota warranty, such as the Certified
3 Used Vehicle warranty accompanying the sale and purchase of Plaintiffs' Class Vehicle.
4

5 87. In its Warranty and in advertisements, brochures, and through other statements,
6 Toyota expressly warranted that it would repair or replace defects in material or workmanship
7 free of charge if they became apparent during the warranty period. For example, the following
8 language appears in all Class Vehicle Warranty and Maintenance Guides:
9
10

11 **WHAT IS COVERED AND HOW LONG**

12 **Basic Warranty**

13 This warranty covers repairs and adjustments needed to correct
14 defects in materials or workmanship of any part supplied by
15 Toyota, subject to the exceptions indicated under "What Is Not
16 Covered"
17

18 *See* Ex. A.
19

20 88. Toyota's Warranty does not exclude rodent or animal damage of the type suffered
21 by Plaintiffs and Class members to their Class Vehicles.
22

23 89. Furthermore, nothing in Plaintiffs' Certified Used Vehicle warranty excludes
24 rodent or animal damage of the type suffered by Plaintiffs' and Class members' Class Vehicles.
25

26 90. Toyota's warranties as well as advertisements, brochures, and other statements
27 regarding the Class Vehicles, formed the basis of the bargain that was reached when Plaintiffs
28 and the other Class members purchased or leased their Class Vehicles.
29

30 91. Toyota breached the express warranty to repair and adjust to correct defects in
31 materials and workmanship of any part supplied by Toyota, as provided for under the Warranty.
32

1 Toyota has not repaired or adjusted, and has been unable to repair or adjust, the Class Vehicles'
2 materials and workmanship defects under the terms of the Warranty.
3

4 92. Toyota breached express warranties by selling to Plaintiffs and Class Members
5 Class Vehicles with soy-based wiring which Toyota knew or should have known attracts rodents
6 and other pests and which makes wiring systems in the Class Vehicles prone to rodent damage,
7 causing Class Vehicles to fail prematurely and/or fail to function properly,
8
9

10 93. In addition, since Toyota knew or should have known about the Defect, the
11 warranty failed its essential purpose.
12

13 94. Furthermore, the limited warranty of repair and/or adjustments to defective parts
14 also fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs
15 and the other Class members whole and because Toyota has failed and/or has refused to
16 adequately provide the promised remedies within a reasonable time.
17
18

19 95. The limits contained in Toyota's warranties were also unconscionable and
20 inadequate to protect Plaintiffs and members of the Class. Among other things, Plaintiffs and
21 Class members had no meaningful choice in determining these limitations, the terms of which
22 unreasonably favored Toyota. A gross disparity in bargaining power existed between Toyota and
23 Class members, and Toyota knew or should have known that the Class Vehicles were defective
24 at the time of sale and would fail.
25
26
27

28 96. Toyota's attempts to disclaim or limit its warranties vis-à-vis consumers are
29 unenforceable under the circumstances here.
30

31 97. Accordingly, recovery by Plaintiffs and the other Class members is not limited to
32 the limited warranty of repair or adjustments to parts defective in materials or workmanship, and

1 Plaintiffs, individually and on behalf of the other Class members, seek all remedies as allowed
2 by law.
3

4 98. Also, as alleged in more detail herein, at the time that Toyota warranted and sold
5 the Class Vehicles, it knew that the Class Vehicles did not conform to the warranties and were
6 inherently defective, and Toyota wrongfully and fraudulently misrepresented and/or concealed
7 material facts regarding its Class Vehicles. Plaintiffs and the other Class members were
8 therefore induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses.
9

10 99. Moreover, many of the injuries flowing from the Class Vehicles cannot be
11 resolved through the limited remedy of “replacement or adjustments,” as many incidental and
12 consequential damages have already been suffered due to Toyota’s fraudulent conduct as alleged
13 herein, and due to its failure and/or continued failure to provide such limited remedy within a
14 reasonable time, and any limitation on Plaintiffs’ and the other Class members’ remedies would
15 be insufficient to make Plaintiffs and the other Class members whole.
16
17
18
19

20 100. The intended failure to disclose the known Defect is malicious, and it was carried
21 out by Toyota with willful and wanton disregard for the rights and economic interests of
22 Plaintiffs and Class Members.
23

24 101. As a direct and proximate result of Toyota’s breach of express warranties,
25 Plaintiffs and the other Class members have suffered direct and consequential damages in an
26 amount to be determined at trial, including but not limited to costly repairs, loss of vehicle use,
27 substantial loss in value and resale value of the vehicles, and other related damage.
28
29
30

31 102. Due to Toyota’s breach of warranties as set forth herein, Plaintiffs and the other
32 Class members assert as an additional and/or alternative remedy for a revocation of acceptance

1 of the goods, and for a return to Plaintiffs and to the other Class members of the purchase price
2 of all Class Vehicles currently owned for such other incidental and consequential damages as
3 allowed by law.
4

5 103. Toyota was provided notice of these issues by numerous complaints filed against
6 it, including the instant Complaint, and by numerous individual letters and communications sent
7 by consumers and Class members.
8
9

10 104. Plaintiffs and Class members have complied with all warranty obligations, or
11 otherwise have been excused from performance of said obligations as a result of Toyota's
12 conduct described herein.
13

14 **COUNT III**
15 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
16

17 105. Plaintiffs repeat and reallege the allegations contained above as if fully set forth
18 herein.
19

20 106. Toyota is and was at all times a "merchant" and the Class Vehicles are "goods."

21 107. A warranty that the Class Vehicles were in merchantable condition is implied by
22 law.
23

24 108. Toyota impliedly warranted that the Class Vehicles were of a good and
25 merchantable condition and quality – fit and safe for their ordinary intended use, and would be
26 reasonably safe.
27

28 109. The Class Vehicles were defective at the time they left the possession of Toyota.
29 Toyota knew of the Defect at the time these transactions occurred. Thus, the Class Vehicles,
30 when sold or leased, and at all times thereafter, were not in merchantable condition or quality
31 and are not fit for their ordinary intended purpose.
32

1 110. As a direct and proximate result of the breach of said warranties, Plaintiffs and
2 Class members were injured and are entitled to damages.

3
4 111. Toyota's attempt to disclaim or limit the implied warranty of merchantability vis-
5 à-vis consumers is unconscionable and unenforceable here. Specifically, Toyota's Warranty
6 limitations are unenforceable because Toyota knowingly sold a defective product without
7 informing consumers about the Defect.
8

9
10 112. Furthermore, the limits contained in Toyota's Warranty are also unconscionable
11 and inadequate to protect Plaintiffs and members of the Class. Among other things, Plaintiffs and
12 members of the Class had no meaningful choice in determining these limitations, the terms of
13 which unreasonably favored Toyota. A gross disparity in bargaining power existed between
14 Toyota and Class members, and Toyota knew or should have known that the Class Vehicles were
15 defective at the time of sale and that the soy-based insulated wiring systems would fail.
16
17

18
19 113. Plaintiffs and Class members have complied with all obligations under the
20 warranty or otherwise have been excused from performance of said obligations as a result of
21 Toyota's conduct described herein.
22

23 114. Toyota was provided notice of these issues by complaints lodged by consumers
24 with NHTSA and elsewhere—which vehicle manufacturers like Toyota routinely monitor—
25 before or within a reasonable amount of time after the allegations of the Defect became public.
26 Notwithstanding such notice, Toyota failed to offer an effective remedy.
27

28
29 115. To the extent it is required, the parties are in privity or, alternatively, Plaintiffs
30 and Class members are the intended beneficiaries of Toyota's contracts.
31

32
COUNT IV
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. § 2301, *et seq.* ("MMWA")

CLASS ACTION COMPLAINT - 32

FELDMAN & LEE P.S.
604 West Meeker Street, Ste. 206
Kent, WA 98032
Tel: (253)859-2488 Fax: (253)859-2295

1
2 116. Plaintiffs repeat and reallege the allegations contained above as if fully set forth
3 herein.

4
5 117. Plaintiffs and Class members are “consumers” as that term is defined under the
6 MMWA. *See* 15 U.S.C. § 2301(3).

7
8 118. The Class Vehicles are “consumer products” as that term is defined under the
9 MMWA. *See id.* § 2301(1).

10
11 119. Toyota is a “supplier” and “warrantor” as those terms are defined under the
12 MMWA. *See id.* § 2301(4)-(5).

13
14 120. Section 2310(d) of the MMWA provides a cause of action for consumers who are
15 harmed by the failure of a warrantor to comply with a written or implied warranty.

16
17 121. Toyota’s express warranties are written warranties within the meaning of Section
18 2301(6) of the MMWA. Section 2301(7) of the MMWA accounts for Toyota’s implied
19 warranties with respect to the Class Vehicles, which warranties Toyota cannot disclaim under the
20 MMWA, when it fails to provide merchantable goods.

21
22 122. As set forth above, Toyota breached its warranties with Plaintiffs and Class
23 members.

24
25 123. Additionally, 15 U.S.C. § 2304(d) provides in pertinent part:

26 [T]he warrantor may not assess the consumer for any costs the
27 warrantor or his representatives incur in connection with the
28 required remedy of a warranted consumer product. . . . [I]f any
29 incidental expenses are incurred because the remedy is not made
30 within a reasonable time or because the warrantor imposed an
31 unreasonable duty upon the consumer as a condition of securing
32 remedy, then the consumer shall be entitled to recover reasonable
incidental expenses which are so incurred in any action against the
warrantor. *Id.*

1 124. Class Vehicles contain soy-based wiring, wiring insulation, wiring harnesses, and
2 other soy-based or soy-containing parts, and share a common defect in or involving the wiring,
3 as the soy in Class Vehicles attract rodents and other pests and are predisposed to rodent (or
4 other animal) damage.
5

6
7 125. Despite demands by Plaintiffs and the Class for Toyota to pay the expenses
8 associated with diagnosing and repairing the defective soy-based insulation and damaged wiring
9 systems, Toyota has refused to do so.
10

11 126. Toyota breached these specific warranties as described in more detail herein and
12 also breached them generally: by manufacturing Class Vehicles with soy-based electrical wiring
13 systems that are defective and are likely to fail due to damage caused by rodents and other pests;
14 by selling and leasing Class Vehicles containing defective soy-based wiring systems not in
15 merchantable condition, which present an unreasonable risk of failure and safety concerns, and
16 are unfit for their ordinary purpose; by refusing to repair or replace, free of charge, the defective
17 soy-based electrical wiring systems or any of their component parts; by forcing consumers to pay
18 for out-of-pocket costs for diagnostics, labor, repair, and replacement parts, as well as preventive
19 products (repellants, tapes, sprays, etc.); and by not curing the Defect once it was known and
20 identified.
21
22

23 127. Plaintiffs' and Class members' interactions with Toyota suffice to create privity
24 of contract between Plaintiffs and Class members, on the one hand, and Toyota, on the other
25 hand; however, privity of contract need not be established nor is it required because Plaintiffs
26 and Class members are intended third-party beneficiaries of contracts between Toyota and its
27 authorized dealers, and specifically, of Toyota's implied warranties. Toyota's dealers are
28 intermediaries between Toyota and consumers that sell Class Vehicles to consumers and are not
29
30
31
32

1 consumers of Class Vehicles, and therefore have no rights against Toyota with respect to
2 Plaintiffs and Class members purchases or leases of Class Vehicles. Toyota's warranties were
3 designed for the benefit of consumers who purchase(d) or lease(d) Class Vehicles.
4

5 128. Plaintiffs and the other Class members would suffer economic hardship if they
6 returned their Class Vehicles but did not receive the return of all payments made by them.
7 Because Toyota is refusing to acknowledge any revocation of acceptance and return immediately
8 any payments made, Plaintiffs and the other Class members have not re-accepted their Class
9 Vehicles by retaining them.
10
11

12 129. The amount in controversy of Plaintiffs' individual claims meets or exceeds the
13 sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of
14 interest and costs, computed on the basis of all claims to be determined in this lawsuit.
15
16

17 130. As a direct and proximate result of Toyota's breach of implied and express
18 warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and Class members have suffered
19 damages in an amount to be proven at trial.
20

21 131. Plaintiffs and Class members are entitled to recover damages as a result of
22 Toyota's breach of warranties.
23

24 132. Plaintiffs and Class members are also entitled to seek costs and expenses,
25 including attorneys' fees, under the MMWA. 15 U.S.C. §2301(d)(2).
26

27 **COUNT V**

28 **VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT**

29 **WASH. REV. CODE §§ 19.86, *et seq.* ("WCPA")**

1 133. Plaintiffs repeat and re-allege the allegations contained above as if fully set forth
2 herein.
3

4 134. The WCPA broadly prohibits and makes unlawful to commit “[u]nfair methods of
5 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
6 WASH. REV. CODE ANN. § 19.86.020. The WCPA provides a private right of action for
7 “[a]ny person who is injured in his or her business or property” by violations of the Act. *Id.* §
8 19.86.090.
9
10

11 135. Toyota’s actions as set forth herein occurred in the conduct of “trade” or
12 “commerce” under the WCPA. *Id.* § 19.86.010(2).
13

14 136. Toyota’s misrepresentations and material omissions regarding the Defect
15 constitute unfair or deceptive acts or practices in violation of the WCPA.
16

17 137. Specifically, Toyota engaged in unfair competition and unfair, unlawful or
18 fraudulent business practices by the practices described herein, and by knowingly and
19 intentionally concealing from Plaintiffs and Class members that the Class Vehicles suffer from
20 the soy-wiring Defect (and the costs, risks, and diminished value of the vehicles as a result of
21 this problem). Toyota should have disclosed this information because they were in a superior
22 position to know the true facts related to the Defect, and Plaintiffs and the Class members could
23 not reasonably be expected to learn or discover the true facts related to the Defect.
24
25
26

27 138. These unfair methods of competition and unfair and deceptive acts have caused
28 injuries to Plaintiffs and members of the Class.
29

30 139. Toyota intended for Plaintiffs and Class members to rely – and Plaintiffs and
31 Class members did rely – on Toyota’s deceptive and unfair practices when they purchased or
32 leased defective Class Vehicles.

1 140. Plaintiffs and the other Class members have suffered injuries in fact and actual
2 damages as a result of Toyota's conduct in that Plaintiffs and the other Class members overpaid
3 for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles
4 have suffered a diminution in value. These injuries are the direct and natural consequence of
5 Toyota's misrepresentations and omissions, and are of the type of injuries that the WCPA was
6 designed to prevent
7

8
9
10 141. The above unfair and deceptive practices and acts by Toyota were immoral,
11 unethical, oppressive, and unscrupulous. These acts caused substantial injury to consumers that
12 these consumers could not reasonably avoid; this substantial injury greatly outweighed any
13 benefits to consumers or to competition.
14

15
16 142. Toyota's actions in engaging in the above-named unfair practices and deceptive
17 acts were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of
18 Plaintiffs and Class members.
19

20 143. Plaintiffs, on behalf of themselves and the Class, seek relief under WASH. REV.
21 CODE § 19.86.090, including, but not limited to, actual damages, treble damages, injunctive
22 relief, and attorneys' fees and costs.
23

24 **COUNT VI**
25 **UNJUST ENRICHMENT/RESTITUTION**
26 **(PLEADING IN THE ALTERNATIVE)**
27

28 144. Plaintiffs repeat and re-allege the allegations above as if fully set forth herein.
29

30 145. This claim is pled in the alternative to the other claims herein.
31

32 146. As the intended and expected result of its conscious wrongdoing, Toyota has
profited and benefited from Plaintiffs and Class members purchase of Class Vehicles.

1 147. Toyota has voluntarily accepted and retained these profits and benefits with full
2 knowledge and awareness that, as a result of Toyota's misconduct alleged herein, Plaintiffs and
3 the Class were not receiving vehicles of the quality, nature, fitness, or value that had been
4 represented by Toyota, and that a reasonable consumer would expect.
5

6
7 148. Toyota has been unjustly enriched by its deceptive conduct in connection with the
8 sale and lease of Class Vehicles and by withholding benefits from Plaintiffs and the Class at the
9 expense of these parties.
10

11 149. Equity and good conscience militate against permitting Toyota to retain these ill-
12 gotten profits and benefits, and permitting Toyota to do so would be unjust and inequitable
13 because of Toyota's misrepresentations and misconduct as against Plaintiffs and Class members,
14 as alleged herein
15

16
17 150. Plaintiffs and members of the Class were injured as a direct and proximate result
18 of Toyota's misrepresentations and omissions because they paid for or leased Class Vehicles
19 would not have purchased (or would have paid less for) had they known the true facts.
20

21 151. Because Toyota's retention of the non-gratuitous benefit conferred upon it by
22 Plaintiffs and the members of the Class is unjust and inequitable, Toyota must pay restitution to
23 Plaintiffs and members of the Class.
24

25
26 **COUNT VII**

27 **DECLARATORY RELIEF**

28 **(PLEADING IN THE ALTERNATIVE)**
29

30
31 152. Plaintiffs repeat and re-allege the allegations above as if fully set forth herein.
32

153. This claim is pled in the alternative to the other claims herein.

1 154. Toyota designed, manufactured, produced, tested, inspected, marketed,
2 distributed, and sold Class Vehicles that contain a material Defect as described above.
3

4 155. An actual controversy, over which this Court has jurisdiction, now exists
5 between Plaintiffs and Toyota concerning their respective rights, duties and obligations for
6 which Plaintiffs desires a declaration of rights under the Class Vehicle warranties.
7

8 156. Toyota warrants and advertises the reliability and workmanship of its Class
9 Vehicles. Plaintiffs contend that Toyota breached its warranties to Plaintiffs and the Class
10 members when they received Class Vehicles at the time of the purchase that were worth less
11 than what was promised by Toyota's warranties.
12

13 157. Toyota's warranties explicitly warrant workmanship and materials and does not
14 disclaim or exclude the type of damage suffered in Class Vehicles as a result of the Defect.
15
16

17 158. Plaintiffs seek a declaration of the parties' respective rights, duties, and
18 obligations under the Class Vehicle warranties and other promises made by Toyota related to
19 the quality and workmanship of the Class Vehicles, and specifically that Plaintiffs and Class
20 members are entitled to recover their out-of-pocket expenses related to repairs and/or
21 replacement (including labor costs) of their defective and unworkmanlike Toyota Class
22 Vehicles under the Class Vehicle warranties.
23
24

25 159. Specifically, Plaintiffs seek a declaratory judgment that Toyota's warranties
26 provide coverage for, and must be read to include coverage for, rodent and other animal damage
27 in Class Vehicles resulting from the Defect as described herein. Plaintiffs also seek a
28 declaratory judgment that nothing in Toyota's warranties disclaims or excludes warranty
29 coverage for the Defect described herein.
30
31
32

1 160. A judicial declaration is necessary in order that Plaintiffs and the Class members
2 may ascertain their rights and duties under Toyota's Class Vehicle warranties. At this time,
3 Plaintiffs and the Class members have Class Vehicles that were defective upon lease or
4 purchase, and/or continue to remain defective.
5

6
7 161. Plaintiffs and Class members suffered damages at the time of their purchase or
8 lease and have paid or will have to pay future repair and/or replacement costs as a direct result
9 of the Defect in the Class Vehicles.
10

11 **PRAYER FOR RELIEF**

12
13 WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class,
14 respectfully request that this Court:
15

- 16 (a) Determine that this action is a proper class action, certifying Plaintiffs
17 as class representatives under Federal Rule of Civil Procedure 23 and Plaintiffs'
18 counsel as Class Counsel;
19
20 (b) Award all actual, general, special, incidental, statutory, punitive and
21 consequential damages to which Plaintiffs and Class members are entitled;
22
23 (c) Award pre-judgment and post-judgment interest on such monetary
24 relief;
25
26 (d) Grant appropriate injunctive and/or declaratory relief, including, without
27 limitation, an order that requires Toyota to repair, recall, and/or replace the Class
28 Vehicles and to extend the applicable warranties to a reasonable period of time,
29 or, at a minimum, to provide Plaintiffs and Class members with appropriate
30 curative notice regarding the existence and cause of the Defect;
31
32

- 1 (e) Award Plaintiffs and Class members their reasonable costs and expenses
2 incurred in this action, including counsel fees and expert fees; and
3
4 (f) Award such other and further relief as the Court may deem just and
5 proper.
6

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs respectfully demand a jury trial for all claims so triable.
9

10
11 Dated: January 5, 2017
12

13 Respectfully submitted,

14 **FELDMAN & LEE, P.S.**
15

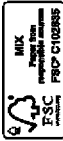
16
17
18
19 /s/ Brandon M. Feldman #36190
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32

CUSTOMER LOYALTY WC13
TOYOTA MOTOR SALES USA INC
PO BOX 2991
TORRANCE CA 90509-9809



BUSINESS REPLY MAIL

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Welcome to the Toyota Family

Thank you for purchasing a Toyota vehicle. We know you have many options when considering which vehicle to buy, and we appreciate your decision to select Toyota.

We want you to enjoy owning your Toyota as much as you enjoy driving it. This booklet is designed to help. Here you'll find information on Toyota's warranty coverage and maintenance recommendations for your vehicle. There are two easy-to-follow sections: one for warranty and one for maintenance. The tab on the side of each page identifies the section you are in.

For more information about our vehicles, our company or the products and services available for your vehicle, please visit Toyota's official Web site, www.toyota.com.

We wish you many miles of safe and pleasurable driving, and we look forward to serving you in the years ahead. Welcome to the Toyota family!



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Find It Online

You can also find scheduled maintenance information for your vehicle at **toyota.com/owners**. Toyota Owners has all the information you need for your new vehicle in one place!

- View Owner's Manuals online
- Track your service history
- Watch and learn with how-to-videos
- Take advantage of service offer specials



Satisfaction Down the Road

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Financial Services vehicle service agreements and Toyota Auto Care and Toyota Care Plus pre-paid maintenance programs. Each offers plans to meet a wide variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. The scheduled maintenance section describes your vehicle's maintenance requirements. Be sure to review this information carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and is subject to change without notice.

If You Need Assistance

WARRANTY

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern — either during or after the warranty period — please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call the Toyota Customer Experience Center at **(800) 331-4331**.

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration — a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 688
Mt. Clemens, MI 48046

If you would like to request a customer claim form, call the Toyota Customer Experience Center at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

WARRANTY

If You Need Assistance

California residents: Toyota offers your assistance through an informal dispute settlement program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call the Toyota Customer Experience Center at (800) 331-4331.

The Immobilizer Key

THE NEW WORLD OF ANTI-THEFT TECHNOLOGY

This Toyota vehicle may be equipped with an electronic "immobilizer" anti-theft system. When the key is inserted into the ignition switch it transmits an electronic code to an immobilizer computer. The engine will only start if the code in the key matches the code in the immobilizer. If the code does not match, the immobilizer disables the ignition and fuel systems. While an exact physical copy of the key will open the door and allow retrieval of items locked in the vehicle, it won't start the vehicle unless the key has the same code as the immobilizer.

SECURITY

For security purposes, access to key codes and service procedures for electronically registering replacement keys is restricted. Only a Toyota dealer or certain bonded/registered independent locksmiths can generate replacement keys.

WARRANTY

The Immobilizer Key

REPLACING THE KEY

Upon purchase, each vehicle should have two master keys and an aluminum tag with a key-code imprinted on it.

To generate a fully functional replacement key (one that will both open the doors and start the engine), one of the master keys is required. To make a key that will open the door for retrieval of items locked inside the vehicle, the aluminum key-code tag can be used. If a master key or the aluminum key-code tag is not available, a Toyota dealer or certain registered locksmiths can obtain the key code from a restricted-access database. These businesses can also access a service utility to reprogram the immobilizer if all registered master keys have been lost. If a Toyota dealer is not available, please refer to www.aloa.org to find a bonded/registered locksmith who performs high security key service.

KEEPING THE KEY SAFE

Replacing an immobilizer key may be costly. It is advisable to keep a spare master key and the aluminum key-code tag in a safe place. If you record the key-code in more than one place, do not record it in a way that can be easily identified and associated with the vehicle. It is wise to keep a copy of the key-code outside of the vehicle.

If the vehicle was delivered with less than two keys and the aluminum key-code tag, consider having the Toyota dealer or a qualified independent automotive locksmith make a duplicate key before you need it.

Transportation Assistance

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2014 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

WARRANTY

WARRANTY

General Warranty Provisions

Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2014 model year 4Runner vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act (the "Act"). However if you choose to pursue rights and remedies not created by the Act, you are not required to use the Dispute Settlement Program (CDSP). You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check this booklet and the appropriate page of the *Owner's Warranty Rights Notification* booklet for additional information and the requirements applicable to your state.

General Warranty Provisions

Informal Dispute Settlement Program

Toyota offers assistance through an informal dispute settlement program called the **Dispute Settlement Program**. This program is administered by an independent third party:

National Center for Dispute Settlement
P.O. Box 688
Mt. Clemens, MI 48046

Further information about this program can be found in this booklet and the *Owner's Warranty Rights Notification* booklet.

California residents: Toyota offers you assistance through an informal dispute settlement program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

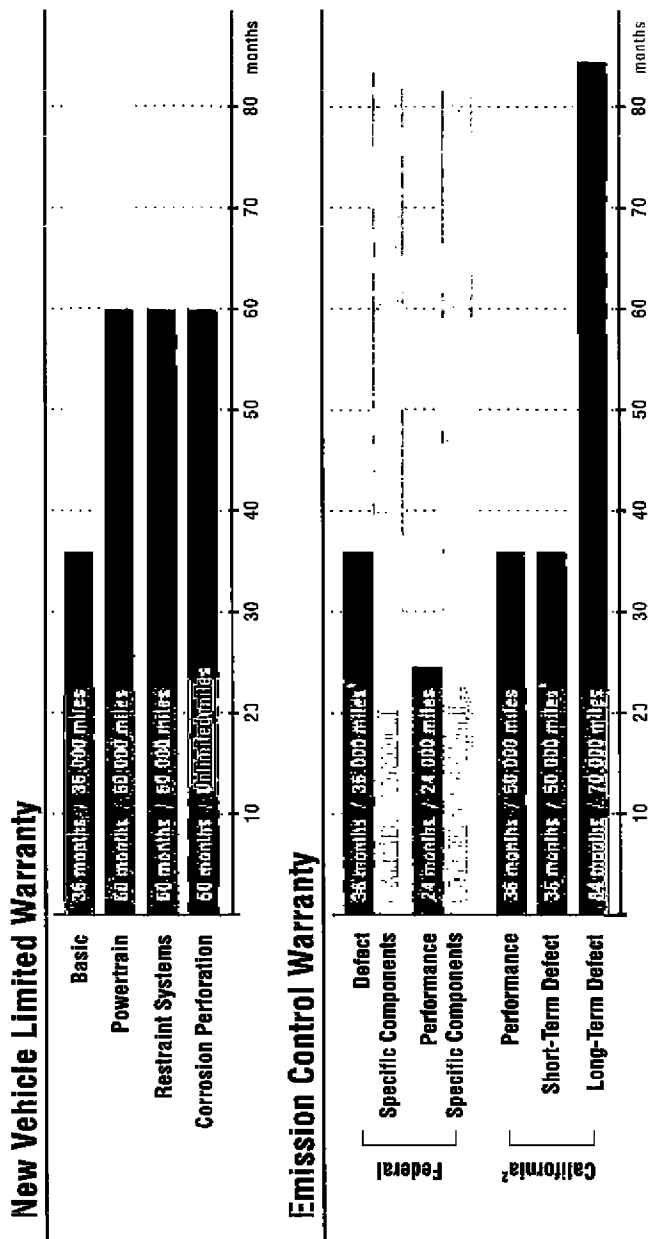
These warranties give you specific legal rights. You may also have other rights that vary from state to state.

WARRANTY



General Warranty Provisions

WARRANTY COVERAGE AT A GLANCE



¹ Specific components may have longer coverage under terms of the Powertrain Warranty.
² Also applies to Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

New Vehicle Limited Warranty

WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 14-15.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 12,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed below and in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 14-15.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 14-15.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

WARRANTY

New Vehicle Limited Warranty

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 14-15.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual*.

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse — for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following:

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 29.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

New Vehicle Limited Warranty

WARRANTY

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

WARRANTY

New Vehicle Limited Warranty

DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on page 5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

Federal Emission Control Warranty

WHAT IS COVERED AND HOW LONG

Emission Defect Warranty

Toyota warrants that your vehicle:

- Was designed, built and equipped to conform at the time of sale with applicable federal emissions standards.
- Is free from defects in materials and workmanship that may cause the vehicle to fail to meet these standards.

Federal regulations require that this warranty be in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. However, under the terms of the Basic Warranty, Toyota provides coverage of three years or 36,000 miles, whichever occurs first. Specific components may have longer coverage under the terms of the Powertrain Warranty. Additionally, components marked "8/80" in the parts list on pages 18–19 have coverage of eight years or 80,000 miles, whichever occurs first.

Emission Performance Warranty

Some states and localities have established vehicle inspection and maintenance (I/M) programs to encourage proper vehicle maintenance. If an EPA-approved I/M program is in force in your area, you are eligible for Emission Performance Warranty coverage.

Under the terms of the Emission Performance Warranty and federal regulations, Toyota will make all necessary repairs if both of the following occur:

- Your vehicle fails to meet applicable emissions standards as determined by an EPA-approved emissions test.
- This failure results or will result in some penalty to you — such as a fine or denial of the right to use your vehicle — under local, state or federal law.

This warranty is in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. Additionally, components marked "8/80" in the parts list on pages 18–19 have coverage of eight years or 80,000 miles, whichever occurs first.

WARRANTY

Federal Emission Control Warranty

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What Is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

WARRANTY PARTS LIST

Air/Fuel Metering System

- Air/fuel ratio feedback control system
- Cold-start enrichment system
- Deceleration control system
- Electronic fuel injection system components
 - Airflow sensor
 - Engine control module (8/80)
 - Throttle body
 - Other components

Air Induction System

- Intake manifold and intake air surge tank

Catalyst System

- Catalytic converter and protector (8/80)
- Constricted fuel filler neck
- Exhaust manifold
- Exhaust pipe (manifold to catalyst and/or catalyst to catalyst)

Evaporative Control System

- Charcoal canister
- Diaphragm valve
- Fuel filler cap
- Fuel tank
- Vapor liquid separator

8/80 = Covered for eight years or 80,000 miles, whichever occurs first.

Federal Emission Control Warranty

WARRANTY

Exhaust Gas Recirculation (EGR) System

- EGR gas temperature sensor
- EGR valve
- Associated parts

Ignition System

- Distributor and internal parts
- Ignition coil and ignitor
- Ignition wires
- Spark plugs*

Positive Crankcase Ventilation (PCV) System

- Oil filler cap
- PCV valve or orifice

Other Parts Used in Above Systems

- Data link connector (8/80)
- Hoses, clamps, fittings, tubing and mounting hardware
- Malfunction indicator light and bulb (8/80)
- Pulleys, belts and idlers
- Sealing gaskets and devices
- Sensors, solenoids, switches and valves

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and this booklet. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

* Warranted until first required maintenance under terms of the California Emission Control Warranty.
8/80 = Covered for eight years or 80,000 miles, whichever occurs first.

Federal Emission Control Warranty

WARRANTY

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

IF YOUR VEHICLE FAILS AN EMISSIONS TEST

If your vehicle fails an EPA-approved emissions test, you may make a claim under the Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the emissions test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 32, "Obtaining Warranty Service."

Federal Emission Control Warranty

IF YOU HAVE QUESTIONS

If you have questions or concerns about your federal emission warranty coverage, please refer to "If You Need Assistance" on page 5. In the case of the Emission Performance Warranty, you may also request information from or report complaints to:

U.S. Environmental Protection Agency
Vehicle Programs & Compliance Division
(6405J)

Attn: Warranty Complaints
401 M Street SW
Washington, D.C. 20460

Vehicles equipped with a California Certified Emission Control System that are sold, registered and operated in California or any state that adopts California emission warranty provisions are also covered by the California Emission Control Warranty (see page 23). Currently Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington are the other states to which the California Emission Control Warranty applies

WARRANTY

WARRANTY

Federal Emission Control Warranty

DEALER CERTIFICATE

We (the dealership) want you to know that at the time your new Toyota vehicle is being delivered:

- 1) On the basis of written notification furnished by Toyota, we have knowledge that the vehicle is covered by an EPA Certificate of Conformity.
- 2) We have visually inspected those emission control devices or portions thereof that are visible without removing or adjusting any components or systems, emissions-related or otherwise. On the basis of this inspection, there are no apparent deficiencies in the installation of emission control devices by Toyota. (For purposes of this certificate, "emission control devices" is limited to devices installed on a vehicle for the sole or primary purpose of controlling emissions and which were not in general use before 1968.)
- 3) We have performed all emission control system preparations required by Toyota prior to the sale of the vehicle as set forth in Toyota's current pre-delivery service manual.
- 4) Except as may be provided in Paragraph 5, if this vehicle fails an EPA-approved emissions test within three months or 4,000 miles (whichever comes first) of delivery to the ultimate purchaser, and the vehicle has been maintained and used in accordance with the written instructions for proper maintenance

and use, Toyota will remedy the nonconformity free of charge under the terms of the Emission Performance Warranty.

- 5) If the vehicle was used as a company car or demonstrator, check the box and complete the following:
 - The vehicle with which this statement is delivered was placed into service as a company car or demonstrator prior to delivery. The Emission Performance Warranty period commenced on the date the vehicle was first placed into service, which was:

Month Day Year

Note: The dealership makes no representation or warranty that the emission control system or any part thereof is without defect or that the system will perform properly. The Emission Performance Warranty referred to in Paragraph 4 and furnished with the vehicle is solely that of the manufacturer.

This statement is required by section 207 of the Clean Air Act (42 U.S.C. 7541) and the EPA regulations issued thereunder.

Dealership Name

California Emission Control Warranty

Vehicles equipped with a California Certified Emission Control System that are sold, registered and operated in California or any state that adopts California emission warranty provisions are covered by this warranty. Currently, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington are the other states to which this warranty applies. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty (see page 17).

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board (CARB) and Toyota are pleased to explain the emission control system warranty for your 2014 vehicle. In California, new motor vehicles must be designed, built and equipped to meet the state's stringent anti-smog standards. CARB regulations require that Toyota must warrant the emission control system on your vehicle for the time periods indicated on the next page, provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, ignition system, catalytic converter and engine computer. Also included may be hoses, belts, connectors and other emissions-related assemblies.

Where a warrantable condition exists, Toyota will repair your vehicle at no cost to you, including diagnosis, parts and labor.

WARRANTY

California Emission Control Warranty

MANUFACTURER'S WARRANTY COVERAGE

- 1) For three years or 50,000 miles, whichever occurs first:
 - If your vehicle fails a smog-check test, all necessary repairs and adjustments will be made by Toyota to ensure that your vehicle passes the test. This is your Emission Control System PERFORMANCE WARRANTY.
 - If an emissions-related part listed on pages 18–19 is defective, the part will be repaired or replaced by Toyota. This is your SHORT-TERM Emission Control System DEFECT WARRANTY. Specific components may have longer coverage under the terms of the Powertrain Warranty.
- 2) For seven years or 70,000 miles, whichever occurs first:
 - If an emissions-related part listed on page 25 is defective, the part will be repaired or replaced by Toyota. This is your LONG-TERM Emission Control System DEFECT WARRANTY.

OWNER'S WARRANTY RESPONSIBILITIES

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and this booklet. Toyota recommends that you retain all receipts covering maintenance on your vehicle, but Toyota cannot deny warranty coverage solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Toyota dealership as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

You should also be aware that Toyota may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Toyota Customer Experience Center at (800) 331-4331 or the California Air Resources Board, Mobile Source Control Division, at 9528 Telstar Avenue, P.O. Box 8001, El Monte, CA 91734-8001.

California Emission Control Warranty

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What Is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

PARTS LIST: LONG-TERM EMISSION DEFECT WARRANTY

The parts listed here are covered for seven years or 70,000 miles from the vehicle's in-service date, whichever occurs first.

Air/Fuel Metering System

- Air pump
- Engine control computer (engine control module)
- Fuel pump
- Throttle body

Air Induction System

- Intake manifold and intake air surge tank

Catalyst System

- Exhaust front pipe (including catalytic converter)
- Exhaust front pipe no. 2 (including catalytic converter)
- Exhaust manifold (including manifold converter)

Evaporative Control System

- Fuel tank

Ignition System

- Knock sensor

Other Parts Used in Above Systems

- Transmission solenoid

WARRANTY

California Emission Control Warranty

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and this booklet. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

California Emission Control Warranty

IF YOUR VEHICLE FAILS A SMOG-CHECK TEST

If your vehicle fails a smog-check test, you may make a claim under the Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the smog-check test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 32, "Obtaining Warranty Service."

REPAIR DELAYS

If a Toyota dealership is unable to complete repairs on your vehicle within 30 days, you may have the repairs made under Toyota's provisions for emergency warranty repairs. See page 32 for details.

WARRANTY

California Emission Control Warranty

WARRANTY

IF YOU HAVE QUESTIONS

If you have questions or concerns about your vehicle's California emission warranty coverage, please follow the steps described under "If You Need Assistance" on pages 5. You may also request information from or report complaints to:

California Air Resources Board
Mobile Source Control Division
9528 Telstar Avenue
P.O. Box 8001
El Monte, CA 91734-8001
(800) 242-4450

Tire Limited Warranty

OBTAINING WARRANTY SERVICE

The tires that come as original equipment on your vehicle are warranted by their manufacturer and not Toyota. A separate warranty statement for the tires is in your glove box.

To obtain service for a tire defect, take the tire to an authorized dealer of the tire manufacturer. (Refer to your local phone directory for dealer locations.) Your Toyota dealer may also be able to assist you in obtaining warranty service from the manufacturer.

For additional warranty information or service assistance, contact the tire manufacturer directly.

ORIGINAL EQUIPMENT TIRE MANUFACTURERS

Bridgestone/Firestone

535 Marriott Drive
Nashville, TN 37214
Bridgestone: (800) 847-3272
Firestone: (800) 356-4644

Dunlop Tires

1144 East Market Street
Akron, OH 44316
(800) 321-2136

Yokohama Tire Corporation

601 South Acacia Avenue
Fullerton, CA 92831
(800) 722-9888

WARRANTY

Operation and Maintenance

GENERAL INFORMATION

You are responsible for ensuring that your Toyota is operated and maintained according to the instructions in the *Owner's Manual* and this booklet.

You should keep detailed records of vehicle maintenance, since under some circumstances they may be required for warranty coverage. These records should include date of service, mileage at time of service and a description of service performed and/or parts installed. For your convenience, a maintenance log is included in this booklet. If you sell your vehicle, you should give your maintenance records to the new owner.

Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, damage or failures caused by lack of proper maintenance are not covered under warranty.

WHERE TO GO FOR MAINTENANCE

You may have maintenance performed on your vehicle by any qualified person or facility. However, Toyota recommends having maintenance performed by an authorized Toyota dealership.

Toyota dealership technicians are specially trained to maintain and repair Toyota vehicles. They stay current on the latest service information through Toyota technical bulletins, service publications and training courses. Many are also certified through the Toyota Certification Program, which involves a series of rigorous written examinations. Feel free to ask any Toyota dealership to show you their technicians' credentials.

You can be confident you're getting the best possible service for your vehicle when you take it to a Toyota dealership.

Operation and Maintenance

REPLACEMENT PARTS

Warranty coverage is not dependent upon the use of any particular brand of replacement parts. However, Toyota recommends using only Genuine Toyota Parts when you need to replace a part on your vehicle. Like all Toyota products, Genuine Toyota Parts are built to the highest standards of quality, durability and performance. They are also designed to fit your vehicle's exact specifications.

Your Toyota dealership maintains an extensive inventory of Genuine Toyota Parts to meet your vehicle service needs. And because it is linked electronically to Toyota's Parts Distribution Centers, the dealership has quick access to any parts it may not have in stock.

Genuine Toyota Parts are covered by their own warranty (see your dealer for details) or the remainder of any applicable New Vehicle Limited Warranty, whichever is longer. **Non-Genuine Toyota Parts, or any damage or failures resulting from their use, are not covered by any Toyota warranty.**

WARRANTY

Obtaining Warranty Service

BY GEOGRAPHIC REGION

In the United States, U.S. Territories, Canada and Mexico

To obtain warranty service in the United States, U.S. territories, Canada or Mexico, take your vehicle to an authorized Toyota dealership. If your vehicle cannot be driven, contact your nearest Toyota dealership for towing assistance. You do not have to pay for towing to the nearest Toyota dealership if your vehicle is inoperable due to failure of a warranted part.

Outside the United States, U.S. Territories, Canada and Mexico

If you are using your vehicle outside the United States, U.S. territories, Canada and Mexico and need warranty service, contact a local Toyota dealership. Please note, however, that your vehicle may not be repaired free of charge because the local Toyota distributor may have no obligation to provide warranty service for your vehicle, and/or your vehicle may not comply with local regulatory or environmental requirements.

EMERGENCY REPAIRS

If your vehicle is inoperable or unsafe to drive and there is no Toyota dealership reasonably available to make repairs, you may perform the repairs yourself or have them performed by another automotive service provider. Toyota will reimburse you for any of the repairs that are covered by warranty. To receive reimbursement, present to an authorized Toyota dealership your paid repair invoices and any parts that were removed from the vehicle. You will be reimbursed for warranted parts at the manufacturer's suggested retail price and warranted labor at a geographically appropriate hourly rate multiplied by Toyota's recommended time allowance for the repair.

If your vehicle requires emergency repair, Toyota assumes no liability for subsequent failures caused by improper repairs or the use of non-Genuine Toyota Parts unless you have the vehicle properly repaired in a timely manner. To ensure that warranty coverage remains intact, have your vehicle inspected by an authorized Toyota dealership as soon as possible after an emergency repair.

The Importance of Scheduled Maintenance

Regular maintenance is essential to obtaining the highest level of performance, safety and reliability from your Toyota. It can also increase your vehicle's resale value. The following pages are designed to help you make sure your vehicle receives proper and timely maintenance. Along with other important information related to vehicle service, you'll find factory-recommended maintenance guidelines and a log in which to document your vehicle's maintenance history.

In addition to scheduled maintenance, your vehicle requires ongoing general maintenance such as fluid checks and visual inspections. These procedures are explained in the "Vehicle Maintenance and Care" section of the Owner's Manual. Be sure to perform these procedures regularly to ensure the most trouble-free operation of your vehicle.

With proper maintenance and care, your vehicle will last longer and deliver more dependable, economical performance. Follow this booklet's recommendations and you'll enjoy maximum reliability and peace of mind from your Toyota for many years to come.



MAINTENANCE
LOG

Maintaining Your Warranty

IMPORTANT MAINTENANCE INFORMATION

It is especially important to both routinely check your vehicle's engine oil level (once a month) and regularly replace the engine oil and oil filter (see the Maintenance Log section of this booklet to determine how often you should change your vehicle's oil and filter). Failure to do so can cause oil starvation and or oil gelling, which can result in severe damage to your vehicle and require costly repairs that are not covered by the New Vehicle Limited Warranty.

Maintenance Records

Maintaining your vehicle according to the recommendations in this booklet is required to ensure that your warranty coverage remains intact. You should keep detailed records of vehicle maintenance, including date of service, mileage at time of service and a description of service and/or parts installation performed. The scheduled maintenance log in this booklet can help you document this information. If you sell your vehicle, be sure to give your maintenance records to the new owner.

Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, damage or failure caused by lack of proper maintenance are not covered under warranty.

Maintenance Providers

Maintenance and repair services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, damage or failure caused by improper maintenance or repairs are not covered under warranty.

Dealer-Recommended Maintenance

Your dealer may recommend more frequent maintenance intervals or more maintenance services than those listed in the scheduled maintenance log. These additional services are not required to maintain your warranty coverage. Ask your dealer to explain any recommended maintenance not included in the scheduled maintenance log.

For a complete description of Toyota warranty coverages see the Warranty Information portion of this booklet

MAINTENANCE

Using the Maintenance Log Charts

Regular maintenance is essential to obtaining the highest level of performance from your Toyota. It can also increase your vehicle's resale value. This booklet presents Toyota's maintenance recommendations in convenient checklists, so you can easily see what type of maintenance your vehicle needs and document that the work was performed.

To ensure that your vehicle receives first-quality service and parts, Toyota recommends having maintenance performed by an authorized Toyota dealership. Toyota dealership technicians are experts on Toyota vehicles, and they use Genuine Toyota Parts designed to your vehicle's exact specifications. When you go to a Toyota dealership, you can be confident that they will use Genuine Toyota parts and have Toyota-trained technicians.

Miles or Months?

Toyota recommends obtaining scheduled maintenance for your vehicle every 5,000 miles or six months, whichever comes first.

For example:

- If you drive 5,000 miles in less than six months, you should obtain maintenance at **5,000 miles** - don't wait until six months.

- If at six months you have driven less than 5,000 miles, you should obtain maintenance at **six months** - don't wait until 5,000 miles.

Be sure to keep an eye on your mileage so that you obtain maintenance when recommended. If you are a low-mileage driver, mark your calendar to remind yourself to obtain maintenance every six months.

Documenting Your Investment

To help you verify that you've invested in proper maintenance, each maintenance checklist includes space for your Toyota dealership to certify that you obtained Genuine Toyota Service for your vehicle. The dealership may mark the dealer service verification area with the following stamp (which may be customized with the dealership's name):



MAINTENANCE

Using the Maintenance Log Charts

Special Operating Conditions

In addition to standard maintenance items, the maintenance log indicates services that should be performed on vehicles that are driven under especially demanding conditions. These "special operating conditions" and their required maintenance items are clearly indicated in each chart.

NOTE: You should perform these additional maintenance services only if the **majority** of your driving is done under the special operating conditions indicated. If you only **occasionally** drive under these circumstances, it is not necessary to perform the additional services.

Engine Oil Selection

Please refer to your Owner's Manual for the specific oil viscosity rating recommended for your vehicle/engine type.

Additional Maintenance

In addition to scheduled maintenance, your Toyota requires ongoing general maintenance such as fluid checks and visual inspections. These procedures are explained in the "Vehicle Maintenance and Care" section of the *Owner's Manual*. Be sure to perform these procedures regularly to ensure the most trouble-free operation of your vehicle.

SuperChrome and Alloy Wheel Care

If you purchased genuine Toyota accessory Aluminum Alloy Wheels, follow these cleaning guidelines to maintain the appearance of your alloy wheels:

- If wheels are hot, wait for them to cool before washing.
- Use a soft sponge or cotton cloth to apply the same mild car-wash soap as used for the vehicle body. Quickly rinse off with water. Use a soft cloth to apply the same car wax as used for the vehicle body.
- **DO NOT USE:** Any kind of chemical based cleaners, alcohol, solvents, gasoline, steam cleaners, scouring pads, wire brushes, or coarse abrasives to clean your wheels.

Off-Road Daily Maintenance

In addition to the maintenance items indicated for each mileage/month interval, you should perform certain inspections daily when you drive off-road. Whenever you take your vehicle off-road through deep sand, mud or water, perform these inspections every day:

- Check ball joints and dust covers
- Check brake lines and hoses
- Check brake pads/disc
- Check differential oil
- Check drive shaft boots
- Check engine air filter
- Check nuts and bolts on chassis and body
- Check steering linkage and boots
- Check transfer case oil (4WD models)
- Check transmission fluid or oil
- Lubricate propeller shaft (4WD models)

MAINTENANCE

Maintenance Log

5,000 miles or 6 months	10,000 miles or 12 months
<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs 	<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
<p>Additional Maintenance Items for Special Operating Conditions ²</p>	<p>Additional Maintenance Items for Special Operating Conditions ²</p>
<p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body 	<p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body
<p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body 	<p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body
<p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ 	
<p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ 	
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

15,000 miles or 18 months											
<input type="checkbox"/> Check installation of driver's floor mat	<input type="checkbox"/> Re-torque propeller shaft bolt										
<input type="checkbox"/> Inspect and adjust all fluid levels	<input type="checkbox"/> Rotate tires										
<input type="checkbox"/> Inspect wiper blades	<input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs										
<input type="checkbox"/> Lubricate propeller shaft											
<p>Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p>											
<p>Inspect the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Ball joints and dust covers</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Front differential oil (4WD)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Brake lines and hoses</td> <td style="border: none;"><input type="checkbox"/> Radiator and condenser</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Drive shaft boots (4WD)</td> <td style="border: none;"><input type="checkbox"/> Rear differential oil</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Engine coolant ⁴</td> <td style="border: none;"><input type="checkbox"/> Steering gear box</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Exhaust pipes and mountings</td> <td style="border: none;"><input type="checkbox"/> Steering linkage and boots</td> </tr> </table>		<input type="checkbox"/> Ball joints and dust covers	<input type="checkbox"/> Front differential oil (4WD)	<input type="checkbox"/> Brake lines and hoses	<input type="checkbox"/> Radiator and condenser	<input type="checkbox"/> Drive shaft boots (4WD)	<input type="checkbox"/> Rear differential oil	<input type="checkbox"/> Engine coolant ⁴	<input type="checkbox"/> Steering gear box	<input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Steering linkage and boots
<input type="checkbox"/> Ball joints and dust covers	<input type="checkbox"/> Front differential oil (4WD)										
<input type="checkbox"/> Brake lines and hoses	<input type="checkbox"/> Radiator and condenser										
<input type="checkbox"/> Drive shaft boots (4WD)	<input type="checkbox"/> Rear differential oil										
<input type="checkbox"/> Engine coolant ⁴	<input type="checkbox"/> Steering gear box										
<input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Steering linkage and boots										
<p>Note: Driving in heavy traffic, on dirt roads or in urban, dusty or desert areas may shorten the life of the cabin air filter. Replacement may be needed if you notice reduced air flow from the air conditioner and heater or if the windows fog easily when you use the "Fresh" mode. Consult your dealer if any of these conditions occur.</p>											
<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵ :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Replace front differential oil (4WD) <input type="checkbox"/> Replace rear differential oil <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>											

OIL MAINTENANCE

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.

² Perform these service items only if you drive primarily under the conditions indicated.

³ Includes operating on roads which road salt has been applied.

⁴ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

⁵ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

20,000 miles or 24 months	25,000 miles or 30 months
<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁶:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body 	<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Note. If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹.</p> </div> <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁶:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

30,000 miles or 36 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Lubricate propeller shaft
- Re-torque propeller shaft bolt
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter ¹
- Rotate tires

Inspect the following:

<ul style="list-style-type: none"> ___ Automatic transmission fluid ___ Ball joints and dust covers ___ Brake lines and hoses ___ Brake linings/drums and brake pads/discs ⁴ ___ Drive shaft boots (4WD) ___ Engine coolant ⁵ ___ Exhaust pipes and mountings ___ Front differential oil (4WD) 	<ul style="list-style-type: none"> ___ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses ___ Fuel tank cap gasket ___ Radiator and condenser ___ Rear differential oil ___ Steering gear box ___ Steering linkage and boots ___ Transfer case oil (4WD)
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Additional Maintenance Items for Special Operating Conditions ²

Driving on dirt roads or dusty roads:

- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

Driving while towing, using a car-top carrier, or heavy vehicle loading⁶ :

- Replace front differential oil (4WD)
- Replace rear differential oil
- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

MAINTENANCE LOG

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.

² Perform these service items only if you drive primarily under the conditions indicated.

³ Includes operating on roads which road salt has been applied.

⁴ Inspect thickness measurement and disc runout.

⁵ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

⁶ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

35,000 miles or 42 months	40,000 miles or 48 months
<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs 	<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
<p>Note If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.¹</p>	
<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ 	<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE LOG

Maintenance Log

45,000 miles or 54 months

<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Lubricate propeller shaft	<input type="checkbox"/> Re-torque propeller shaft bolt <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
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Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹

Inspect the following:

<input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁴ <input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Front differential oil (4WD) <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots
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Note: Driving in heavy traffic, on dirt roads or in urban, dusty or desert areas may shorten the life of the cabin air filter. Replacement may be needed if you notice reduced air flow from the air conditioner and heater or if the windows fog easily when you use the "Fresh" mode. Consult your dealer if any of these conditions occur.

Additional Maintenance Items for Special Operating Conditions ²

Driving on dirt roads or dusty roads:

- Inspect engine air filter
- Replace engine oil and oil filter ¹
- Tighten nuts and bolts on chassis and body

Driving while towing, using a car-top carrier, or heavy vehicle loading ⁵:

- Replace engine oil and oil filter ¹
- Replace front differential oil (4WD)
- Replace rear differential oil
- Tighten nuts and bolts on chassis and body

Repeated trips of less than five miles in temperatures below 32°F / 0°C:

- Replace engine oil and oil filter ¹

Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:

- Replace engine oil and oil filter ¹

DEALER SERVICE VERIFICATION:

DATE: _____

MILEAGE: _____

10/17/16

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.
² Perform these service items only if you drive primarily under the conditions indicated.
³ Includes operating on roads which road salt has been applied.
⁴ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.
⁵ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

50,000 miles or 60 months	55,000 miles or 66 months
<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs	<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁷:</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p> </div> <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁷:</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

60,000 miles or 72 months	
<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Lubricate propeller shaft <input type="checkbox"/> Re-torque propeller shaft bolt <input type="checkbox"/> Replace cabin air filter <input type="checkbox"/> Replace engine air filter <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires	
Inspect the following:	
<input type="checkbox"/> Automatic transmission fluid <input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Brake linings/drums and brake pads/discs ⁴ <input type="checkbox"/> Drive belts ⁵ <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁶ <input type="checkbox"/> Exhaust pipes and mountings <input type="checkbox"/> Front differential oil (4WD)	<input type="checkbox"/> Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses <input type="checkbox"/> Fuel tank cap gasket <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots <input type="checkbox"/> Transfer case oil (4WD)
Additional Maintenance Items for Special Operating Conditions ²	
Driving on dirt roads or dusty roads:	
<input type="checkbox"/> Replace transfer case oil (4WD) <input type="checkbox"/> Tighten nuts and bolts on chassis and body	
Driving while towing, using a car-top carrier, or heavy vehicle loading⁷:	
<input type="checkbox"/> Replace automatic transmission fluid <input type="checkbox"/> Replace front differential oil (4WD) <input type="checkbox"/> Replace rear differential oil <input type="checkbox"/> Replace transfer case oil (4WD) <input type="checkbox"/> Tighten nuts and bolts on chassis and body	
DEALER SERVICE VERIFICATION:	
DATE:	
MILEAGE:	

MAINTENANCE

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.
² Perform these service items only if you drive primarily under the conditions indicated.
³ Includes operating on roads which road salt has been applied.
⁴ Inspect thickness measurement and disc runout.
⁵ Initial inspection at 60,000 miles/72 months. Inspect every 15,000 miles/18 months thereafter.
⁶ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.
⁷ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

65,000 miles or 78 months	70,000 miles or 84 months
<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <div style="border: 1px solid black; padding: 5px;"> <p>Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p> </div> <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>DEALER SERVICE VERIFICATION:</p> <p>DATE: MILEAGE:</p>	<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁵:</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>DEALER SERVICE VERIFICATION:</p> <p>DATE: MILEAGE:</p>

VEHICLE MAINTENANCE

Maintenance Log

75,000 miles or 96 months

<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Lubricate propeller shaft	<input type="checkbox"/> Re-torque propeller shaft bolt <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
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Note: If 0W-20 oil WAS NOT used at the last oil change replace engine oil and oil filter ¹

Inspect the following:

<input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Drive belts <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁴ <input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Front differential oil (4WD) <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots
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Note: Driving in heavy traffic, on dirt roads or in urban, dusty or desert areas may shorten the life of the cabin air filter. Replacement may be needed if you notice reduced air flow from the air conditioner and heater or if the windows fog easily when you use the "Fresh" mode. Consult your dealer if any of these conditions occur.

Additional Maintenance Items for Special Operating Conditions ²

Driving on dirt roads or dusty roads:

- Inspect engine air filter
- Replace engine oil and oil filter ¹
- Tighten nuts and bolts on chassis and body

Driving while towing, using a car-top carrier, or heavy vehicle loading⁵ :

- Replace engine oil and oil filter ¹
- Replace front differential oil (4WD)
- Replace rear differential oil
- Tighten nuts and bolts on chassis and body

Repeated trips of less than five miles in temperatures below 32°F / 0°C:

- Replace engine oil and oil filter ¹

Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:

- Replace engine oil and oil filter ¹

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

OIL MAINTENANCE

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.

² Perform these service items only if you drive primarily under the conditions indicated.

³ Includes operating on roads which road salt has been applied.

⁴ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

⁵ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

80,000 miles or 96 months	85,000 miles or 102 months
<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs	<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading:^{6:}</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Note: If OW-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter¹</p> </div> <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading:^{6:}</p> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

90,000 miles or 108 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Lubricate propeller shaft
- Re-torque propeller shaft bolt
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter ¹
- Rotate tires

Inspect the following:

<ul style="list-style-type: none"> ___ Automatic transmission fluid ___ Ball joints and dust covers ___ Brake lines and hoses ___ Brake linings/drums and brake pads/discs ⁴ ___ Drive belts ___ Drive shaft boots (4WD) ___ Engine coolant ⁵ ___ Exhaust pipes and mountings ___ Front differential oil (4WD) 	<ul style="list-style-type: none"> ___ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses ___ Fuel tank cap gasket ___ Radiator and condenser ___ Rear differential oil ___ Steering gear box ___ Steering linkage and boots ___ Transfer case oil (4WD)
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Additional Maintenance Items for Special Operating Conditions ²

Driving on dirt roads or dusty roads:

- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

Driving while towing, using a car-top carrier, or heavy vehicle loading⁶ :

- Replace front differential oil (4WD)
- Replace rear differential oil
- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

MAINTENANCE Log

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.

² Perform these service items only if you drive primarily under the conditions indicated.

³ Includes operating on roads which road salt has been applied.

⁴ Inspect thickness measurement and disc runout.

⁵ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

⁶ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

95,000 miles or 114 months	100,000 miles or 120 months
<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs 	<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine coolant ⁴ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p> </div>	<p>Additional Maintenance Items for Special Operating Conditions ²</p>
<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁶:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ 	<p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁶:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

105,000 miles or 126 months			
<input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Lubricate propeller shaft	<input type="checkbox"/> Re-torque propeller shaft bolt <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs		
<p>Note: If OW-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p>			
<p>Inspect the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Drive belts <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁵ <input type="checkbox"/> Exhaust pipes and mountings </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Front differential oil (4WD) <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots </td> </tr> </table>		<input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Drive belts <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁵ <input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Front differential oil (4WD) <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots
<input type="checkbox"/> Ball joints and dust covers <input type="checkbox"/> Brake lines and hoses <input type="checkbox"/> Drive belts <input type="checkbox"/> Drive shaft boots (4WD) <input type="checkbox"/> Engine coolant ⁵ <input type="checkbox"/> Exhaust pipes and mountings	<input type="checkbox"/> Front differential oil (4WD) <input type="checkbox"/> Radiator and condenser <input type="checkbox"/> Rear differential oil <input type="checkbox"/> Steering gear box <input type="checkbox"/> Steering linkage and boots		
<p>Note: Driving in heavy traffic, on dirt roads or in urban, dusty or desert areas may shorten the life of the cabin air filter. Replacement may be needed if you notice reduced air flow from the air conditioner and heater or if the windows fog easily when you use the "Fresh" mode. Consult your dealer if any of these conditions occur.</p>			
<p>Additional Maintenance Items for Special Operating Conditions ²</p>			
<p>Driving on dirt roads or dusty roads:</p> <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body			
<p>Driving while towing, using a car-top carrier, or heavy vehicle loading ⁶:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Replace front differential oil (4WD) <input type="checkbox"/> Replace rear differential oil <input type="checkbox"/> Tighten nuts and bolts on chassis and body			
<p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹			
<p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <input type="checkbox"/> Replace engine oil and oil filter ¹			
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>			

MAINTENANCE LOG

¹ Reset the oil replacement reminder light ("MAINT REQ") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.
² Perform these service items only if you drive primarily under the conditions indicated.
³ Includes operating on roads which road salt has been applied.
⁴ Initial replacement at 100,000 miles/120 months. Replace every 50,000 miles/60 months thereafter. Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.
⁵ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.
⁶ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Maintenance Log

110,000 miles or 132 months	115,000 miles or 138 months
<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁷:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Tighten nuts and bolts on chassis and body 	<ul style="list-style-type: none"> <input type="checkbox"/> Check installation of driver's floor mat <input type="checkbox"/> Inspect and adjust all fluid levels <input type="checkbox"/> Inspect wiper blades <input type="checkbox"/> Rotate tires <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Note: If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter ¹</p> </div> <p>Additional Maintenance Items for Special Operating Conditions ²</p> <p>Driving on dirt roads or dusty roads:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inspect ball joints and dust covers <input type="checkbox"/> Inspect drive shaft boots (4WD) <input type="checkbox"/> Inspect engine air filter <input type="checkbox"/> Inspect steering linkage and boots <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Driving while towing, using a car-top carrier, or heavy vehicle loading⁷:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lubricate propeller shaft ³ <input type="checkbox"/> Re-torque propeller shaft bolt ³ <input type="checkbox"/> Replace engine oil and oil filter ¹ <input type="checkbox"/> Tighten nuts and bolts on chassis and body <p>Repeated trips of less than five miles in temperatures below 32°F / 0°C:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹ <p>Extensive idling and/or low speed driving for a long distance such as police, taxi or door-to-door delivery use:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Replace engine oil and oil filter ¹
<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>	<p>DEALER SERVICE VERIFICATION:</p> <p>DATE:</p> <p>MILEAGE:</p>

MAINTENANCE

Maintenance Log

120,000 miles or 144 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Lubricate propeller shaft
- Re-torque propeller shaft bolt
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter ¹
- Replace spark plugs ⁴
- Rotate tires

Inspect the following:

<ul style="list-style-type: none"> ___ Automatic transmission fluid ___ Ball joints and dust covers ___ Brake lines and hoses ___ Brake linings/drums and brake pads/discs ⁵ ___ Drive belts ___ Drive shaft boots (4WD) ___ Engine coolant ⁶ ___ Exhaust pipes and mountings ___ Front differential oil (4WD) 	<ul style="list-style-type: none"> ___ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses ___ Fuel tank cap gasket ___ Radiator and condenser ___ Rear differential oil ___ Steering gear box ___ Steering linkage and boots ___ Transfer case oil (4WD)
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Additional Maintenance Items for Special Operating Conditions ²

Driving on dirt roads or dusty roads:

- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

Driving while towing, using a car-top carrier, or heavy vehicle loading⁷ :

- Replace automatic transmission fluid
- Replace front differential oil (4WD)
- Replace rear differential oil
- Replace transfer case oil (4WD)
- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

¹ Reset the oil replacement reminder light ("MAINT REQD") or the message "OIL MAINTENANCE REQUIRED" on the multi-information display after maintenance at every 5,000 miles.

² Perform these service items only if you drive primarily under the conditions indicated.

³ Includes operating on roads which road salt has been applied.

⁴ Maintenance services of spark plugs are required under the terms of the Emissions Control Warranty.

⁵ Inspect thickness measurement and disc runout.

⁶ Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

⁷ Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

Explanation of Maintenance Items

The following descriptions are provided to give you a better understanding of the maintenance items that should be performed on your vehicle. The scheduled maintenance log indicates at which mileage/time intervals each item should be performed. Please note that many maintenance items should be performed only by a qualified technician.

For further information on maintenance items you can perform yourself, see the "Vehicle Maintenance and Care" and "Do-It-Yourself Maintenance" sections of the *Owner's Manual*.

Automatic Transmission Fluid

Inspect or replace at specified intervals. When performing inspections, check each component for signs of leakage. If you discover any leakage, have it repaired by a qualified technician immediately.

Ball Joints and Dust Covers

Check the suspension and steering linkage ball joints for looseness and damage. Check all dust covers for deterioration and damage. Replace any deteriorated or damaged parts. A qualified technician should perform these operations.

Brake Lines and Hoses

Visually inspect for proper installation. Check for chafing, cracks, deterioration and signs of leakage. Replace any deteriorated or damaged parts. A qualified technician should perform these operations.

Brake Linings/Drums and Brake Pads/Disks

Check the brake linings (shoes) and drums for scoring, burning, fluid leakage, broken parts and excessive wear. Check the pads for excessive wear and the discs for runout, excessive wear and fluid leakage. Replace any deteriorated or damaged parts. A qualified technician should perform these operations.

Cabin Air Filter

Replace at specified intervals. Driving in heavy traffic, on dirt roads or in urban, desert or dusty areas may shorten filter's life. More frequent replacement may be necessary.

Drive Belts

Inspect for cracks, excessive wear and oiliness. Check the belt tension and adjust if necessary. Replace the belts if they are damaged.

MAINTENANCE

Explanation of Maintenance Items

Drive Shaft Boots

Check the drive shaft boots and clamps for cracks, deterioration and damage. Replace any deteriorated or damaged parts and, if necessary, repack the grease. A qualified technician should perform these operations.

Driver's Floor Mat

- Only use the driver's floor mat designed specifically for the model and model year of your vehicle.
- Always properly secure the driver's floor mat using the retaining hooks.
- Never install another floor mat on top of the existing driver's floor mat.
- Never install the driver's floor mat upside down.

Engine Air Filter

Replace at specified intervals. When performing inspections, check for damage, excessive wear and oiliness, and replace if necessary.

Engine Coolant

Drain the cooling system and refill with an ethylene-glycol type coolant. Inspect hoses and connections for corrosion and leaks. Tighten connections and replace parts when necessary. A qualified technician should perform these operations. (For further details, refer to "Radiator, Condenser and Hoses" in the "Vehicle Maintenance and Care" section of the *Owner's Manual*).

Your Toyota is equipped with Genuine Toyota Super Long-Life Coolant. The replacement intervals for engine coolant recommended in this booklet are based on replacement with Genuine Toyota Super Long-Life Coolant or similar high-quality ethylene-glycol coolant with long-life hybrid organic acid technology (i.e., a combination of low phosphates and organic acids). If another type of ethylene-glycol coolant is used, replacement intervals may be different.

MAINTENANCE

Explanation of Maintenance Items

Engine Oil and Oil Filter

Replace the oil filter and drain and refill the engine oil at specified intervals. For recommended oil grade and viscosity, refer to the *Owner's Manual*.

NOTE: Your vehicle is certified with Genuine Toyota 0W20 motor oil. For VEHICLES CERTIFIED FOR 0W20 motor oil, the oil change interval is 10,000 miles or 12 months IF 0W20 MOTOR OIL IS BEING USED. If 0W20 is not available, 5W20 mineral oil may be used. However, it must be replaced at A 5,000 miles or 6 month INTERVAL with 0W20 motor oil.

For customers who primarily drive their vehicle under any of the listed **Special Operating Conditions**, the motor oil and filter should be replaced at 5,000 miles or 6 months, REGARDLESS OF THE OIL USED (OR CERTIFICATION OF THE VEHICLE).

Exhaust Pipes and Mountings

Visually inspect the exhaust pipes, muffler and hangers for cracks, deterioration and damage. Start the engine and listen carefully for any exhaust gas leakage. Tighten connections or replace parts as necessary.

Front and Rear Differential Oil

Inspect or replace at specified intervals. When performing inspections, check each component for signs of leakage. If you discover any leakage, have it repaired by a qualified technician immediately.

Fuel Lines and Connections, Fuel Tank Band and Fuel Tank Vapor Vent System Hoses

Visually inspect for corrosion, damage, cracks, and loose or leaking connections. Tighten connections or replace parts as necessary.

Fuel Tank Cap Gasket

Visually inspect for cracks, deterioration and damage and replace if necessary.

Nuts and Bolts on Chassis and Body

Re-tighten the seat-mounting bolts and front/rear suspension member retaining bolts to specified torque.

Propeller Shaft

Lubricate the propeller shaft spiders and slide yokes with lithium-base chassis grease and the double cardan joint with molybdenum-disulfide lithium-base chassis grease, and re-torque the bolt. Only a qualified technician should perform this operation

Radiator and Condenser

Inspect for debris, corrosion and signs of damage. Have any problem repaired immediately by a qualified technician.

Spark Plugs

Replace at specified intervals. Install new plugs of the same type as originally equipped. A qualified technician should perform this operation.

MAINTENANCE

Explanation of Maintenance Items

Steering Gear Box

Inspect for signs of leakage. If you discover any leakage, have it repaired immediately by a qualified technician.

Steering Linkage and Boots

With the vehicle stopped, check for excessive freeplay in the steering wheel. Inspect the linkage for bending and damage and the dust boots for deterioration, cracks and damage. Replace any damaged parts. A qualified technician should perform these operations.

Tire Rotation

Tires should be rotated according to the instructions in the *Owner's Manual*. When rotating tires, check for damage and uneven wear. Replace if necessary.

Transfer Case Oil

Inspect or replace at specified intervals. When performing inspections, check for signs of leakage. If you discover any leakage, have it repaired by a qualified technician immediately.

Wiper Blades

The wiper blades should not show any signs of cracking, splitting, wear, contamination or deformation. The wiper blades should clear the windshield without streaking or skipping.

MAINTENANCE

Vehicle Identification

Model _____

In-service date _____

Selling dealership _____

Key number _____

Body style _____

Mileage at delivery _____

Selling dealership phone number _____

Vehicle Identification Number _____

MAINTENANCE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Toyota Knocked with Another Class Action Over Soy-Based Wiring Insulation](#)
