

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

WILLIAM SQUIRES, JESSE BADKE,  
AHMED KHALIL, DOMINICK VISCARDI  
and MICHELLE NIDEVER, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORP, TOYOTA  
MOTOR NORTH AMERICA, INC. and  
TOYOTA MOTOR SALES, U.S.A., INC.,

Defendants.

CIVIL ACTION NO.: \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**CLASS ACTION COMPLAINT AND JURY DEMAND**

Plaintiffs William Squires, Jesse Badke, Ahmed Khalil, Dominick Viscardi, and Michelle Nidever (collectively, "Plaintiffs"), bring this action against Defendants Toyota Motor Corporation, Toyota Motor North America, Inc. and Toyota Motor Sales, U.S.A., Inc., (collectively "Defendants" or "Toyota"), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

**INTRODUCTION**

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 Fourth Generation Model Year 2016-17 Toyota Prius vehicles ("Class Vehicles").

2. At all times relevant hereto, Defendants designed, manufactured, distributed, marketed, sold and warranted Class Vehicles containing one or more manufacturing and/or design defects that cause the Class Vehicles' windshields to unexpectedly crack in ordinary and

foreseeable driving conditions (hereinafter “Windshield Defect” or the “Defect”). The Windshield Defect can manifest at any time, while parked or operating at highway speeds, and requires windshield replacement in order to ensure Class members can safely operate Class Vehicles.

3. The Windshield Defect presents a substantial safety risk. Windshields are designed to contribute heavily to the overall structural integrity of automobiles: The rigidity and strength of the windshield is essential to maintaining the structure of the vehicle’s cabin during collision. The Windshield Defect greatly increases the risk of catastrophic injury in the event of a collision, particularly if the windshield has already chipped or cracked. Moreover, although the Windshield Defect often manifests as a small chip, the crack typically grows and spreads, greatly impairing (if not completely inhibiting) visibility, and exposing vehicle occupants and fellow drivers to a substantial and unreasonable risk of physical harm. The only means by which to remedy the Defect once it manifests, is to replace the windshield, often at considerable expense.

4. The Windshield Defect also poses a substantial safety risk because it may impair critical safety features. Many Class Vehicles come equipped with Safety Sense, a package of safety technologies that includes a pre-collision system, lane departure alert with steering assist, automatic high beams, and full-speed dynamic radar cruise control, features that require the Vehicles’ front camera to function properly. When the Windshield Defect manifests, the resulting chips and cracks may affect the camera’s visibility, line of sight, and perceived orientation, impairing Safety Sense features and increasing the likelihood of an accident.

5. Defendants have sold thousands of Class Vehicles without disclosing the Windshield Defect to Class members, despite longstanding knowledge of its existence. Even when Class members submit their vehicles to Defendants for routine maintenance or to replace a cracked windshield while still under warranty, Defendants’ authorized service technicians, at Defendants’

direction, deny that the Defect exists and assert the windshield cracked from ordinary wear, despite the fact that Defendants' New Vehicle Limited Warranty covers any "defects in materials or workmanship" in Class Vehicles for 36 months or 36,000 miles.

6. Defendants instead hide behind a warranty provision excluding damage caused by "road debris (including stone chips)" and force Class members to pay out of pocket to replace Class Vehicle windshields (often more than once, as replacement windshields likewise are inherently defective), despite the fact that ordinary road debris of the type encountered and reported by several Plaintiffs and other Class members should not cause a properly manufactured and/or designed windshield to chip, let alone completely fail. Plaintiffs and Class members are instead forced to pay out-of-pocket for repairs proximately caused by the Defect.

7. The Windshield Defect also has deprived Plaintiffs and Class members of the use and enjoyment of their vehicles. The Defect is so pervasive and widespread that replacement windshields for Class Vehicles are back ordered and unavailable from Defendants. Defendants thus leave Class members with no choice but to drive Class Vehicles unsafe for operation for months on end while Defendants attempt to generate sufficient replacement windshields to repair vehicles in which the Defect has manifested.

8. Despite notice and knowledge of the Defect from the numerous complaints received from customers, repair data provided by their dealers, National Highway Traffic Safety Administration ("NHTSA") complaints, and their own internal records—including pre-sale durability testing—Defendants have concealed the Defect's existence, have not recalled Class Vehicles to repair the Defect, have not offered customers a suitable repair or replacement free of charge, and have not offered to reimburse customers who incurred out-of-pocket costs to repair the Defect.

9. In short, as a result of Defendants' unfair, deceptive, and/or fraudulent business practices, current and former owners and/or lessees of Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money, property, and/or loss in value. The unfair and deceptive trade practices Defendants committed were undertaken in a manner giving rise to substantial aggravating circumstances.

10. Had Plaintiffs and Class members known of the Windshield Defect at the time of purchase, including the safety hazard posed by the Defect and the cost of repair, as well as the strong likelihood that the Defect would again manifest following repair, they would not have purchased Class Vehicles, would have paid much less for them and would have avoided the expense of repairing their windshields (and, often, on more than one occasion). As such, Plaintiffs and Class members have not received the value for which they bargained when they purchased their Class Vehicles.

11. Accordingly, Plaintiffs bring this action to redress Defendants' violations of various state consumer fraud statutes and the Magnuson-Moss Warranty Act, and Defendants' breach of express and implied warranties.

#### **JURISDICTION & VENUE**

12. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more Class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different States. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.



13. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States.

14. This Court has personal jurisdiction over Defendants because they are headquartered and/or have conducted substantial business in this judicial district, and intentionally and purposefully placed Class Vehicles into the stream of commerce within this judicial district and throughout the United States.

15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendants are headquartered in this district, transact business in this district, are subject to personal jurisdiction in this district, and therefore are deemed to be citizens of this district. Additionally, there are one or more authorized Toyota dealers within this district, and Defendants have advertised in this district and received substantial revenue and profits from their sales and/or leasing of Class Vehicles in this district, including to members of the Class; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

### **PARTIES**

#### ***Plaintiffs***

##### **William Squires**

16. Plaintiff William Squires (“Plaintiff Squires”) is a citizen of the State of Georgia, and currently resides in Smyrna, Georgia.

17. On or about August 8, 2016, Plaintiff Squires purchased a new 2016 Toyota Prius from Marietta Toyota, an authorized Toyota dealer in Marietta, Georgia, for personal, family and/or household use. His vehicle bears Vehicle Identification Number (“VIN”): JTDKBRFU2G3527998.

18. Prior to purchasing his vehicle, Plaintiff Squires test drove the vehicle, viewed advertisements for the vehicle, reviewed the vehicle’s window sticker and spoke with Toyota sales

representatives concerning the vehicle's features, including available and standard safety features. Neither the test drive, the advertisements, the window sticker nor the sales representatives disclosed or revealed that the windshield was defective and susceptible cracking unexpectedly in ordinary and foreseeable driving conditions.

19. On or around June 12, 2017, with only 9,400 miles on the odometer, Plaintiff Squires was operating his vehicle when he observed a miniscule object deflect off his windshield. Based on his driving experience, the object that deflected off his windshield was not of the type that typically affects a windshield, yet a dime-sized mark appeared. When Plaintiff Squires returned to his vehicle later only an hour later to find that a large horizontal crack had developed, which spawned a second expansive crack within days. The cracks impeded his ability to safely operate his vehicle.

20. Plaintiff Squires thereafter contacted Marietta Toyota and Toyota Motor North America to seek warranty coverage for his vehicle. Toyota refused his request.

21. Marietta Toyota referred him to a third-party for windshield replacement. The third-party confirmed that the defective windshield would need to be replaced because the vehicle was unsafe to operate in its current condition, and mere repairs were impossible. The third-party has quoted Plaintiff Squires \$750 to replace his windshield. Due to the significant out-of-pocket expense associated with windshield replacement and Defendants' refusal to honor their New Vehicle Limited Warranty, Plaintiff Squires has been unable to repair his vehicle.

22. The Defendants, their agents, dealers, or other representatives did not inform Plaintiff Squires of the Defect's existence at any time either prior to or following his purchase.

23. Plaintiff Squires has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations relating to the Defect, including but not limited to the out of

pocket loss associated with repair or replacement of the vehicle's windshield due to the Defect and the diminished value of his vehicle. Had Toyota refrained from making the misrepresentations and omissions alleged herein, Plaintiff Squires would not have purchased a Class Vehicle, would have paid much less for it or would have avoided the expense of repairing his windshield.

**Jesse Badke**

24. Plaintiff Jesse Badke ("Plaintiff Badke") is a citizen of the State of Rhode Island, and currently resides in Westerly, Rhode Island.

25. In or around July 2017, Plaintiff Badke purchased a new 2017 Prius Prime from Valenti Toyota, an authorized Toyota dealer in Westerly, Rhode Island, for personal, family and/or household use. His vehicle bears the Vehicle Identification Number ("VIN"): JTDKARFP2H3026057.

26. Prior to purchasing his vehicle, Plaintiff Badke test drove the vehicle, viewed advertisements for the vehicle, reviewed the vehicle's window sticker and spoke with Toyota sales representatives concerning the vehicle's features, including available and standard safety features. Neither the test drive, the advertisements, the window sticker nor the sales representatives disclosed or revealed that the windshield was defective and susceptible cracking unexpectedly in ordinary and foreseeable driving conditions.

27. In or around September 2017, with only about 5,000 miles on the odometer, Plaintiff Badke was operating his vehicle when he heard what sounded like a Tic-Tac hit his windshield. Based on his driving experience, the noise did not sound like it was caused by the type of object that typically affects a windshield, yet a dime-sized mark appeared. Within a week the mark quickly grew into a crack spanning the entire windshield.

28. Plaintiff Badke subsequently contacted Valenti Toyota to secure warranty coverage for his vehicle. Valenti Toyota informed Plaintiff that Toyota would not cover the cost of repairs pursuant to its New Vehicle Limited Warranty, and confirmed that the windshield would need to be replaced because the vehicle was unsafe to operate in its current condition and mere repairs were impossible.

29. Defendants' unwarranted refusal left Plaintiff Badke with no choice but to have Valenti Toyota replace the windshield, forcing Plaintiff Badke to pay a \$500 deductible to Valenti Toyota.

30. Then, on or around January 27, 2018, with only about 11,000 miles on the odometer, Plaintiff Badke was operating his vehicle when, again, he heard an object deflect off his windshield which, based on his driving experience, did not sound like an object capable of damaging a windshield. Another dime-sized mark nevertheless appeared.

31. Plaintiff Badke thereafter contacted Valenti Toyota, to secure warranty coverage for his vehicle. Yet again, Valenti Toyota informed Plaintiff that Toyota would not cover the cost of repairs pursuant to its New Vehicle Limited Warranty, and confirmed that the windshield would need to be replaced because the vehicle was unsafe to operate in its current condition, and mere repairs were impossible.

32. Due to the significant out-of-pocket expense associated with windshield replacement and Defendants' refusal to honor their New Vehicle Limited Warranty, Plaintiff Badke has been unable to repair his vehicle.

33. The Defendants, their agents, dealers, or other representatives did not inform Plaintiff Badke of the Defect's existence at any time either prior to or following his purchase.

34. Plaintiff Badke has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations relating to the Defect, including but not limited to the out of pocket loss associated with repair or replacement of the vehicle's windshield due to the Defect and the diminished value of his vehicle. Had Toyota refrained from making the misrepresentations and omissions alleged herein, Plaintiff Badke would not have purchased a Class Vehicle, would have paid much less for it or would have avoided the expense of repairing his windshield.

**Ahmed Khalil**

35. Plaintiff Ahmed Khalil ("Plaintiff Khalil") is a citizen of the State of California, and currently resides in Citrus Heights, California.

36. In or around July 2016, Plaintiff Khalil purchased a new 2016 Prius from Roseville Toyota, an authorized Toyota dealer in Roseville, California, for personal, family and/or household use. His vehicle bears Vehicle Identification Number ("VIN"): JTDKBRFU1G3523523.

37. Prior to purchasing his vehicle, Plaintiff Khalil test drove the vehicle, viewed advertisements for the vehicle, reviewed the vehicle's window sticker and spoke with Toyota sales representatives concerning the vehicle's features, including available and standard safety features. Neither the test drive, the advertisements, the window sticker nor the sales representatives disclosed or revealed that the windshield was defective and susceptible cracking unexpectedly in ordinary and foreseeable driving conditions.

38. On or around January 20, 2018, with only 38,000 miles on the odometer, Plaintiff Khalil was operating his vehicle and heard a noise, but did not see an object deflect off of his windshield. Based on his driving experience, the noise did not sound like it was caused by the type of object that typically affects a windshield, yet a small dot appeared. The next day, Plaintiff Khalil noticed that the small dot had quickly grown into an almost foot long crack.

39. Plaintiff Khalil thereafter contacted Roseville Toyota to secure warranty coverage for his vehicle. However, Roseville Toyota informed Plaintiff that Toyota would not cover the cost of repairs pursuant to its New Vehicle Limited Warranty, and confirmed that the windshield would need to be replaced because the vehicle was unsafe to operate in its current condition and mere repairs were impossible.

40. Defendant's unwarranted refusal left Plaintiff Khalil with no choice but to replace the windshield through Safelight Autoglass, forcing Plaintiff Khalil to pay a \$100 deductible. Safelight confirmed that the windshield needed to be replaced and proceeded accordingly. Plaintiff Khalil paid \$100 to Safelight.

41. The Defendants, their agents, dealers, or other representatives did not inform Plaintiff Khalil of the Defect's existence at any time either prior to or following his purchase.

42. Plaintiff Khalil has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations relating to the Defect, including but not limited to the out of pocket loss associated with repair or replacement of the vehicle's windshield due to the Defect and the diminished value of his vehicle. Had Toyota refrained from making the misrepresentations and omissions alleged herein, Plaintiff Khalil would not have purchased a Class Vehicle, would have paid much less for it or would have avoided the expense of repairing his windshield.

**Dominick Viscardi**

43. Plaintiff Dominick Viscardi ("Plaintiff Viscardi") is a citizen of the State of Washington, and currently resides in Seattle, Washington.

44. In or around March 2017, Plaintiff Viscardi purchased a new 2017 Prius from Toyota of Renton, an authorized Toyota dealer in Renton, Washington, for personal, family and/or

household use. His vehicle bears Vehicle Identification Number (“VIN”): JTDKARFU3H3533183.

45. Prior to purchasing his vehicle, Plaintiff Viscardi test drove the vehicle, viewed advertisements for the vehicle, reviewed the vehicle’s window sticker and spoke with Toyota Sales representatives concerning the vehicle’s features, including available and standard safety features. Neither the test drive, the advertisements, the window sticker nor the sales representatives disclosed or revealed that the windshield was defective and susceptible cracking unexpectedly in ordinary and foreseeable driving conditions.

46. On or around February 11, 2018, with only 18,000 miles on the odometer, Plaintiff Viscardi was operating his vehicle when he heard a noise, but did not see any object deflect off his vehicle. Based on his driving experience, the noise did not sound like one made by an object that typically affects a windshield. Upon completing his drive, Plaintiff Viscardi noticed a small crack in the windshield, which began to grow the next day and eventually reached twelve inches in length.

47. Plaintiff Viscardi drove his vehicle to Safelight Autoglass seeking advice on the repairs necessary to fix his windshield. The Safelight representative informed Plaintiff Viscardi that the windshield would need to be replaced because the vehicle was unsafe to operate in its current state and mere repairs were impossible.

48. Plaintiff Viscardi subsequently contacted Toyota of Renton to seek warranty coverage for his vehicle. However, Toyota of Renton informed Plaintiff that Toyota would not cover the cost of repairs pursuant to its New Vehicle Limited Warranty. Plaintiff Viscardi also contacted Toyota directly, but Toyota has yet to respond to him.

49. Due to Toyota's unwarranted refusal, Plaintiff Viscardi was forced to have Safelight replace the defective and cracked windshield. His new windshield also will need to be calibrated by Toyota following installation.

50. Plaintiff Viscardi scheduled an appointment with Safelight to replace the defective and cracked windshield on or about February 16, 2018, but Safelight needed to reschedule the appointment because it was unable to secure the replacement windshield. Safelight was unable to provide an exact date or an estimated timeframe for the repair. Safelight confirmed that Plaintiff Viscardi will need to pay \$432.20 to Safelight for the replacement.

51. The Defendants, their agents, dealers, or other representatives did not inform Plaintiff Viscardi of the Defect's existence at any time prior to or following his purchase.

52. Plaintiff Viscardi has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations relating to the Defect, including but not limited to the out of pocket loss associated with repair or replacement of the vehicle's windshield due to the Defect and the diminished value of his vehicle. Had Toyota refrained from making the misrepresentations and omissions alleged herein, Plaintiff Viscardi would not have purchased a Class Vehicle, would have paid much less for it or would have avoided the expense of repairing his windshield.

**Michelle Nidever**

53. Plaintiff Michelle Nidever ("Plaintiff Nidever") is a citizen of the State of California, and currently resides in Irvine, California.

54. In or around April 2017, Plaintiff Nidever purchased a new 2016 Prius from Tustin Toyota, an authorized Toyota dealer in Tustin, California, for personal, family and/or household uses. Her vehicle bears Vehicle Identification Number ("VIN"): JTDKARFU6G3012652.



55. Prior to purchasing her vehicle, Plaintiff Nidever test drove the vehicle, viewed advertisements for the vehicle, reviewed the vehicle's window sticker and spoke with Toyota sales representatives concerning the vehicle's features, including available and standard safety features. Neither the test drive, the advertisements, the window sticker nor the sales representatives disclosed or revealed that the windshield was defective and susceptible cracking unexpectedly in ordinary and foreseeable driving conditions.

56. On or around February 10, 2018, with only 23,000 miles on the odometer, Plaintiff Nidever was operating her vehicle when she heard a noise, but did not see an object deflect off of her windshield. A small crack formed. Based on her driving experience, the noise did not sound like one made by an object of the type that should affect a windshield. The crack spread to almost twelve inches long as she was driving, and within a few days quickly grew to almost 18 inches and spread across her windshield.

57. Plaintiff Nidever thereafter contacted Tustin Toyota to secure warranty coverage for her vehicle. However, Tustin Toyota informed Plaintiff that Toyota would not cover the cost of repairs pursuant to its New Vehicle Limited Warranty, and confirmed that the windshield would need to be replaced because the vehicle was unsafe to operate in its current condition and mere repairs were impossible.

58. Defendants' unwarranted denial forced Plaintiff Nidever to replace the windshield on her own. Plaintiff Nidever received several quotes for windshield replacement and ultimately tendered the vehicle to Safelight Autoglass for repairs. Safelight confirmed that the windshield would need to be replaced because the vehicle was unsafe to operate in its current state and mere repairs were impossible. Plaintiff Nidever paid Safelight Autoglass a \$500 deductible in connection with the repairs.

59. The Defendants, their agents, dealers, or other representatives did not inform Plaintiff Nidever of the Defect's existence at any time either prior to or following her purchase.

60. Plaintiff Nidever has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations relating to the Defect, including but not limited to the out of pocket loss associated with repair or replacement of the vehicle's windshield due to the Defect and the diminished value of his vehicle. Had Toyota refrained from making the misrepresentations and omissions alleged herein, Plaintiff Nidever would not have purchased a Class Vehicle, would have paid much less for it or would have avoided the expense of repairing her windshield.

### **Defendants**

61. Defendants are automobile design, manufacturing, distribution, and/or service corporations doing business within the United States, and design, develop, manufacture, distribute, market, sell, lease, warrant, service, and repair passenger vehicles, including Class Vehicles.

62. Defendant Toyota Motor Corporation ("TMC") is a Japanese corporation, and the parent corporation of Toyota Motor Sales, U.S.A., Inc. TMC, through its various subsidiaries and affiliates, designs, manufactures, markets, distributes and warrants Toyota automobiles throughout the fifty States.

63. Defendant Toyota Motor North America, Inc. ("TMNA") is a California corporation headquartered in Plano, Texas as of May 2017. TMNA operates as a wholly owned subsidiary of TMC, and is the parent company of Toyota Motor Sales, U.S.A., Inc. TMNA oversees government and regulatory affairs, energy, economic research, philanthropy, corporate advertising and corporate communications for all of TMC's North American operations.

64. Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") is a California corporation headquartered in Plano, Texas. TMS is TMC and TMNA's U.S. sales and marketing division,

which oversees sales and other operations across the United States. TMS distributes Toyota parts and vehicles, which are then sold through Defendants' network of dealers. Money received from the purchase of a Toyota vehicle from a dealership flows from the dealer to TMS.

65. TMC, TMNA and TMS are collectively referred to in this complaint as "Defendants" or "Toyota" unless identified separately.

66. TMC, TMNA and TMS sell Toyota vehicles through a network of dealerships that are the agents of TMC, TMNA and TMS. As detailed below, TMC, TMNA and TMS exercise substantial control over these dealerships, and those dealerships in turn represent themselves to the public as exclusive representatives and agents of TMC, TMNA and TMS.

67. There exists, and at all times herein mentioned, a unity of ownership between TMC, TMNA, and TMC and their agents such that any individuality or separateness between them has ceased and each of them is the alter ego of the others. Adherence to the fiction of the separate existence of Defendants, would, under the circumstances set forth in this Complaint, sanction fraud or promote injustice.

68. Upon information and belief, Defendants TMNA and TMS communicate with Defendant TMC concerning virtually all aspects of the Toyota products TMNA and TMS distribute within the United States, including appropriate repairs for pervasive defects, and whether Toyota will cover repairs to parts and assemblies customers claim to be defective. Toyota's decision not to disclose the Defect to Plaintiffs or the Class, or to cover repairs to the same pursuant to an extended warranty or goodwill program, was a decision made jointly by TMC, TMNA and TMC.

69. TMS oversees Toyota's National Warranty Operations (NWO), which, among other things, reviews and analyzes warranty data submitted by Toyota's dealerships and authorized

technicians in order to identify defect trends in vehicles. Upon information and belief, Toyota dictates that when a repair is made under warranty (or warranty coverage is requested), service centers must provide Defendants with detailed documentation of the problem and the fix that describes the complaint, cause, and correction, and also save the broken part in the event Defendants decide to audit the dealership. NWO collects this information, makes it available to other Toyota divisions, and assists Toyota in determining whether particular repairs—such as those made to Plaintiffs’ and the Class’ windshield—are covered by an applicable Toyota warranty or are indicative of a pervasive defect.

70. Toyota also jointly designs, determines the substance of, and affixes to its vehicles the window stickers visible on every new Toyota vehicle offered for sale at its authorized dealerships, including those omitting mention of the Defect and reviewed by Plaintiffs prior to purchasing Class Vehicles. Toyota controls the content of these window stickers; its authorized dealerships have no input with respect to their content. Vehicle manufacturers like Toyota are legally required to affix a window sticker to every vehicle offered for sale in the United States pursuant to the Automobile Information Disclosure Act of 1958, 15 U.S.C. §§ 1231-1233, et seq. In fact, the Act specifically prohibits the removal or alteration of the sticker by anyone other than the ultimate purchaser prior to the sale of the car, including the dealership at which the vehicle is offered for sale.

71. Toyota developed the marketing materials to which Plaintiffs and the Class were exposed, owner’s manuals, informational brochures, warranty booklets and information included in maintenance recommendations and/or schedules for the Class Vehicles, all of which fail to disclose the Defect.

72. Toyota also employs a Customer Experience Center, the representatives of which are responsible for fielding customer complaints and monitoring customer complaints posted to Toyota or third-party Web sites, data which informs NWO's operations, and through which Toyota acquires knowledge of defect trends in its vehicles.

### **TOLLING OF STATUTES OF LIMITATIONS**

73. Any applicable statute(s) of limitations have been tolled by Toyota's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and the members of the Class could not have reasonably discovered the true, latent nature of the Defect until shortly before this class action litigation was commenced.

74. In addition, even after Plaintiffs and Class members contacted Toyota and/or its authorized dealers for vehicle repairs necessitated by the Defect, they were routinely told by Toyota and/or through its dealers that the Class Vehicles were not defective and the Windshield Defect is a normal "wear" condition, despite the propensity of the windshields installed in Class Vehicles to crack in ordinary and foreseeable driving conditions.

75. Toyota was and remains under a continuing duty to disclose to Plaintiffs and the members of the Class the true character, quality, and nature of Class Vehicles, that the Defect is the result of poor manufacturing processes, workmanship and/or design, and that it will require costly repairs, poses a safety concern, and diminishes the resale value of the Class Vehicles. As a result of Toyota's active concealment, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

### **FACTUAL ALLEGATIONS**

#### **The Windshield Defect**

76. Toyota is a multinational corporation with hundreds of thousands of employees worldwide. The Toyota Prius is one of Defendants' most popular U.S. offerings, and one of the

most popular hybrid cars in the United States. From 2016 through the present, Toyota has sold more than 200,000 Fourth Generation Class Vehicles, composed of Model Years 2016-17.

77. Like many of its vehicles, Toyota emphasizes in marketing and promotional materials the Prius' safety features and Toyota's brand-wide focus on vehicle safety. For instance, a brochure for the 2016 MY Prius<sup>1</sup> touts the vehicle's comprehensive safety systems as providing "peace of mind for the journey ahead". A television commercial for the 2016 MY Prius that first aired during the 2016 Super Bowl<sup>2</sup> and a contemporaneous print campaign<sup>3</sup> also highlight Class Vehicles' safety-related attributes, including the pre-collision system. Television commercials for the 2017 MY Prius similarly highlight the vehicle's safety features.<sup>4</sup>

78. Every 2016 and 2017<sup>5</sup> MY Prius also comes equipped with the Star Safety System, which includes enhanced vehicle stability control, traction control, anti-lock brakes, electronic brake-force distribution, brake assist, and smart stop technology. Indeed, Toyota's marketing assures consumers that "with eight standard airbags, plus technologies like available Safety Connect, you can rest assured that Prius has got your back."<sup>6</sup>

79. Due to a manufacturing and/or design defect, however, the windshields installed in Class Vehicles chip and crack in ordinary and foreseeable driving conditions, or even while parked. In fact, as reflected in the consumer complaints transcribed below, Class members often report windshields cracking for no reason at all, including when secured in a covered garage

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<sup>1</sup> See Toyota's 2016 Prius E-Brochure (attached as Exhibit A), at pp. 14, 16.

<sup>2</sup> Toyota of San Bernardino, Heck on Wheels, YOUTUBE (February 4, 2016), <https://www.youtube.com/watch?v=11gGzW6V3Sg> (at 1:00 into the commercial).

<sup>3</sup> Toyota's Protective Instinct print ads (attached as Exhibit B).

<sup>4</sup> Toyota USA, *Skydiver: Toyota Prius with Toyota Safety Sense Standard-Crash Test Dummies*, YOUTUBE (April 6, 2017), <https://www.youtube.com/watch?v=OU1R0IUzEks>.

<sup>5</sup> Toyota's 2017 Prius E-Brochure (attached as Exhibit C), at pp. 13, 15.

<sup>6</sup> *Id.* at p. 15.

overnight, exposing Class members, vehicle occupants and other drivers to a substantial and unreasonable risk of physical harm, contrary to Toyota's safety-centric marketing campaign.

80. The Windshield Defect renders the windshield installed in Class Vehicles much weaker and more vulnerable to the normal, and expected, wear and tear of operating an automobile. Windshields are not manufactured or designed to chip or crack in ordinary and foreseeable driving conditions, particularly at the rate at which Class members report windshield failure in Class Vehicles.

81. Plaintiffs and Class members also report that although the Defect initially manifests as small chips in the windshield, the chips quickly grow and spread across the windshield. Due to the rate and extent at which cracking accelerates, windshield repair is not a viable option. Plaintiffs and Class members instead have no choice but to replace the entire windshield.

82. The Windshield Defect imposes significant and unexpected safety risks on vehicle owners. A windshield crack compromises the vehicle's structural integrity, increasing the risk of injury in a front-end collision or rollover, and the risk of ejection from the vehicle following impact, and can render ineffective airbag deployment and greatly impair visibility, if not inhibit it completely. Toyota's refusal to disclose the Defect to Class members at the point-of-sale or otherwise is unconscionable and unacceptable.

83. Class members must replace failed windshields with original equipment manufacturer (OEM) parts—which typically are more expensive than aftermarket or generic windshields sold by third parties—in order to preserve various vehicle features, including early collision detection systems equipped in all MY 2017 Vehicles, and/or a Heads-Up Display (“HUD”) system.

84. The Windshield Defect is so pervasive, however, that Toyota has experienced a shortage of replacement windshields, which are on a months-long backorder. Class members wait months to replace their windshields following manifestation of the Defect, and in the interim are forced to choose between operating Class Vehicles that cannot be driven safely or to forego use of their Class Vehicles entirely, an illusory choice for Plaintiffs and Class members who rely on their vehicles to safely transport them and loved ones to school or work.

85. Unfortunately for Plaintiffs and Class members, the repairs for which they often wait months are ineffective; merely replacing the windshield does not remedy the Defect. Many Class members, including certain Plaintiffs and many others whose complaints are transcribed below, have replaced their windshields following manifestation of the Defect only for the replacement windshield to crack and fail a short time later.

86. The Windshield Defect also greatly impairs critical Safety Sense features for which Class members bargained when they purchased a Class Vehicle. In marketing for 2016 MY Prius models, Toyota advertised the new “Toyota Safety Sense” vehicle safety system as a package of safety technologies that includes a pre-collision system, lane departure alert with steering assist, automatic high beams, and full-speed dynamic radar cruise control. Toyota touted Safety Sense as a set of “comprehensive features [that] create in-the moment safety designed to support your awareness and decision-making on the road.”<sup>7</sup> Every 2017 Prius comes standard with Toyota Safety Sense further demonstrating Toyota’s commitment to safety and the marketing of their vehicles’ safety technology.

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<sup>7</sup> Exhibit A at p. 14.



87. In order for Safety Sense to function, the front camera installed in certain Class Vehicles must be properly calibrated and oriented along the horizontal axis in order to ensure each driving support system operates correctly.<sup>8</sup> The front camera operates by recognizing differences in contrast, which in turn depends on the manner in which the camera perceives lighting and objects within its line of sight.<sup>9</sup> If the cracks that invariably form as a direct result of the Windshield Defect interfere with the camera's optical functionality, the camera cannot accurately determine vehicle positioning and orientation or identify nearby vehicles, thereby impairing Safety Sense and its associated driving support systems and increasing the likelihood of a collision.

88. Adding insult to injury, for owners of vehicles equipped with a HUD system or Safety Sense, windshield replacement is a costly, two-step process; Toyota's authorized technicians must recalibrate the HUD system and any front facing safety sensors or cameras following windshield replacement, at Class members' expense.

#### **Toyota's Warranty-Related Practices**

89. Toyota issues a "New Vehicle Limited Warranty" to each individual who purchases a Class Vehicle, as well as part-specific limited warranties.

90. In its New Vehicle Limited Warranty, Toyota agrees to repair defects reported within the earlier of three years or 36,000 miles, so long as the vehicle owner tenders the vehicle to a Toyota authorized dealer for repair. The Warranty Information Booklet included with all Class Vehicles provides that:

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by

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<sup>8</sup> T-SB-0184-17 (available at [http://media.fixed-ops.com/Toy\\_ServiceBulletins/sb0184t17.pdf](http://media.fixed-ops.com/Toy_ServiceBulletins/sb0184t17.pdf)) (last visited Feb. 27, 2018).

<sup>9</sup> *Id.*

Toyota... Coverage is for 436 months or 36,000 miles, whichever occurs first...”<sup>10</sup>

The New Vehicle Limited Warranty does not limit Toyota’s obligations thereunder only to defects present at the time of delivery, nor does it specifically exclude coverage for windshield repair or replacement.<sup>11</sup>

91. In the Warranty Information Booklet, Toyota explains the requirements for obtaining warranty service: “To obtain warranty service in the United States...take your vehicle to an authorized Toyota Dealership.”<sup>12</sup>

92. Due to Toyota’s knowledge of the Windshield Defect’s existence, Toyota knows that the windshield cracking experienced by Prius owners is the result of a defect in materials, design and/or workmanship. Nevertheless, Toyota refuses to repair at no cost Class Vehicles that still are within the New Vehicle Warranty period, or shortly outside of it.

93. Toyota instead evades its warranty obligations by claiming that the New Vehicle Limited Warranty excludes windshield repair or replacement. Although many Class members assert their windshields inexplicably and spontaneously cracked—or cracked as a result of the stresses to which windshields are exposed in ordinary and foreseeable driving conditions, which could not and should not cause a windshield to fail—Toyota’s authorized technicians typically assert, at Toyota’s direction, that “road debris” likely caused the crack, excluding the vehicle from warranty coverage.

94. But in light of the alarming rate at which the windshields on Class Vehicles have cracked and the massive shortfall of replacement windshields, Toyota cannot credibly claim that

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<sup>10</sup> Excerpts from Toyota Prius 2017 Warranty & Maintenance Guide (attached as Exhibit D), at p. 14.

<sup>11</sup> *Id.* at 14-16.

<sup>12</sup> *Id.* at 33.

Prius windshields are anything but inherently defective and within the scope of the New Vehicle Limited Warranty. The windshields installed in Class Vehicles, due either to a defect in design, workmanship or in the sub-standard materials from which Toyota constructs the windshields, simply cannot withstand the forces to which vehicles are exposed in ordinary and foreseeable driving conditions. Toyota knows or should know that the windshields installed in Class Vehicles—windshields on which the vehicles’ structural integrity depends in the event of a collision or roll over—are inherently defective and should be covered by Toyota’s warranty.

**Toyota’s Knowledge of the Defect**

95. Toyota has known since at least 2016, if not earlier, that Prius vehicles contain defective windshields. Indeed, the Internet is replete with examples of blogs and other Websites where consumers have complained of the Windshield Defect within Class Vehicles. Upon information and belief, Toyota, through (1) their backlog of orders for replacement windshields, (2) records from the National Highway traffic Safety Administration (“NHTSA”), (3) their own records of customers’ complaints, (4) dealership repair records, (5) warranty and post-warranty claims, (6) internal durability testing, and (7) other various sources, was well aware of the Windshield Defect but failed to notify consumers of the nature and extent of the problems with the windshields installed in Class Vehicles, or provide any adequate remedy.

**A. Complaints Lodged with NHTSA.**

96. There exist a large number of relevant customer complaints, many of which indicate Toyota was made aware of the Windshield Defect when affected vehicles were submitted for service, on the NHTSA Office of Defect Investigations (“ODI”) Website, [www.safercar.gov](http://www.safercar.gov), as well as other customer forums and blogs addressing car defect and safety issues. Yet Toyota has not taken any steps to recall the Class Vehicles and repair the Windshield Defect, or to reimburse customers who have incurred expenses in connection with repairing the Windshield Defect.

97. Federal law requires automakers like Toyota to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement (backed by criminal penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. See TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

98. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers should and do monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including safety-related defects. *Id.* Thus, Toyota knew or should have known of the many complaints about the Windshield Defect logged by NHTSA ODI, and the content, consistency, and large number of those complaints that alerted, or should have alerted, Toyota to the Windshield Defect.

99. The following are but a few examples of the many complaints concerning the Windshield Defect available through NHTSA ODI's Website, [www.safercar.gov](http://www.safercar.gov). The complaints reveal that Defendants, through their network of dealers and repair technicians, were made aware of the Defect. In addition, the complaints indicate that despite having knowledge of the Windshield Defect and the exact vehicles affected thereby, Defendants and their agents will neither disclose the Windshield Defect nor agree to make repairs under warranty as required by Toyota's New Vehicle Limited Warranty. The comments reproduced below are but a sampling of available complaints:

Model Year	Complaint Date	Comments
2016	10/24/2016	MY WINDSHIELD RANDOMLY CRACKED AND LOOKING ON-LINE THIS SEEMS TO BE A COMMON OCCURRENCE ON THE PRIUS 4TH GENERATION VEHICLES.
2016	01/14/2017	WINDSHIELD CRACKED 12+ INCHES OVERNIGHT WITH NO CAUSE. VEHICLE WAS PARKED IN GARAGE. CRACK HAS SINCE GROWN TO 20+ INCHES
2016	02/25/17	ON MY WAY TO WORK, WHILE SWITCHING LANES FROM LEFT TO RIGHT, MY VEHICLE WINDSHIELD WAS HIT WITH A SMALL ONCOMING PEBBLE ROCK THAT FELL FROM A SEMI-TRUCK THAT WAS APPROXIMATELY 125 FEET IN FRONT OF ME. I COULD NOT AVOID IT SINCE IT WAS A "LAST SECOND" SITUATION. MY CURRENT SPEED WAS 50 MPH IN A 70 MPH ZONE BECAUSE TRAFFIC IN THE LEFT LANE WAS MOVING SLOWER THAT IT SHOULD HENCE WHY I MOVED FROM THE LEFT TO THE RIGHT LANE. WHAT I AM TRYING TO REPORT IS THAT I BELIEVE AS WELL AS MANY OTHER 2016/2017 TOYOTA PRIUS OWNERS WHO HAVE CRACKED WINDSHIELDS, IS THAT TOYOTA IS USING WINDSHIELD GLASS THAT IS NOT UP TO CURRENT SAFETY STANDARDS. JUDGING BY THE CRACK IN MY WINDSHIELD, WHICH IS NOW WELL OVER A FOOT LONG, YOU CAN TELL HOW MUCH THINNER THE GLASS IS COMPARED TO OTHER CURRENT MAKE AND MODEL VEHICLES. I AM NOT SURE IF THIS IS DUE TO GAINING WEIGHT SAVINGS WHICH IN TURN WOULD GIVE A FEW EXTRA MPG OR NOT FOR A HYBRID VEHICLE, BUT I BELIEVE THIS NEEDS TO BE LOOKED INTO BECAUSE WINDSHIELDS FOR A VEHICLE LIKE THIS ARE EXTREMELY COSTLY. UPWARDS OF \$690 FROM DIFFERENT VENDORS OR \$1500 FROM A TOYOTA DEALER. I HAVE OWNED 5 CARS IN THE PAST, THE TOYOTA PRIUS IS NUMBER 6, AND ALL OF THE PAST 5 VEHICLES HAVE BEEN HIT EVEN HARDER WITH BIGGER ROCKS THAN THE PRIUS WAS ON THE WINDSHIELD WITH NO CRACKS OR CHIPS. I DO HOPE THIS IS LOOKED INTO BEFORE I START

		PAYING HIGH AMOUNTS OF MONEY FOR NEW WINDSHIELDS.
2016	04/07/2017	I HAVE A 3 FT. LONG CRACK IN MY WINDSHIELD THAT OCCURRED APPROXIMATELY A MONTH AND A WEEK AGO. IT HAS BECOME A SAFETY RISK TO DRIVE AS THE CRACK REFLECTS SUNLIGHT IN MY EYES WHEN DRIVING DURING THE DAY, OR AT THE END OF THE WORK DAY DURING SUNSET. TOYOTA IS UNABLE TO PROVIDE A WINDSHIELD REPLACEMENT.
2016	04/17/2017	THE CAR'S WINDSHIELD SEEMS TO BE SOFTER THAN PREVIOUS MODELS. I HAD THE WINDSHIELD COMPLETELY REPLACED A FEW MONTHS AGO, AFTER A FAILED REPAIR OF A LARGE CHIP. A CHIP REPAIR WAS DONE ON THE NEW WINDSHIELD ON APRIL 7TH. IN THE CAR WASH LAST FRIDAY, I NOTICED SEVERAL SMALL CHIPS IN THE WINDSHIELD. MY HUSBAND DRIVES A 2016 TOYOTA HIGHLANDER. HIS WINDSHIELD WAS ALSO REPLACED EARLY THIS YEAR. HE NOW HAS A SIZEABLE CHIP IN THE NEW WINDSHIELD. IT SEEMS THAT THERE IS A PROBLEM WITH 2016 TOYOTA WINDSHIELDS, NOT JUST IN THE PRIUS, BUT IN OTHER MODELS AS WELL.
2016	05/15/2017	THE WINDSHIELD CRACKED WITHIN 3 DAYS OF PURCHASING THE CAR AS BRAND NEW. I DIDN'T HEAR A ROCK HITTING IT AND I CAN'T SEE AN IMPACT PATTERN. I WOKE UP ONE MORNING AND THE CRACK WAS OVER A FOOT AND IT SPREAD FROM THERE INTO MULTIPLE CRACKS. THERE WAS NO CHANCE TO GET THE WINDSHIELD REPAIRED AT ALL AND IT NEEDED TO BE REPLACED BUT I DON'T HAVE THE 1300 DOLLARS THAT THE DEALER IS SAYING IT TAKES TO GET IT REPLACED AND THEY CLAIM IT WAS A ROCK AND NOT A DEFECT WHICH I'M DISPUTING.
2016	07/11/2017	IN EARLY JUNE I WALKED OUT FROM A BOOKSTORE IN OCEANSIDE, CA TO FIND MY WINDSHIELD, ON MY PARKED/STATIONARY PRIUS, HAD ABOUT AN 8 TO 10 INCH CRACK ON THE PASSENGER SIDE. I FILED AN INSURANCE CLAIM WITH AAA AND FOUND THAT WHEN I ATTEMPTED TO USE TWO DIFFERENT VENDORS FOR REPAIR AS WELL AS THE CARLSBAD, CA DEALERSHIP, EACH ONE CONVEYED TO ME THAT THERE IS A NATIONAL SHORTAGE ON PRIUS WINDSHIELDS. THE CRACK



		HAS EXPANDED ON ITS OWN AT THIS TIME, MAKING THE CAR UNSAFE TO DRIVE. IT IS ALMOST ACROSS THE ENTIRE WINDSHIELD. I'M RENTING A CAR, BUT MY RENTAL WILL EXPIRE ON JULY 20TH. IF I RENEW THE RENTAL, IT WILL BE AT MY EXPENSE. ACCORDING TO THE CARLSBAD TOYOTA DEALERSHIP, THE REPLACEMENT WINDSHIELD WILL NOT BE AVAILABLE UNTIL AUGUST 8TH WHICH IS NEARLY A MONTH AWAY FROM NOW. THE CLAIM WAS REPORTED IN EARLY JUNE. DUE TO THIS IMMENSE AMOUNT OF INCONVENIENCE CAUSED BY THIS NATIONAL SHORTAGE, I WOULD APPRECIATE IT IF TOYOTA CORPORATION WOULD TAKE RESPONSIBILITY AND PAY FOR MY RENTAL CAR UNTIL THIS ISSUE IS RESOLVED--STARTING JULY 21ST. FINALLY, PERHAPS THERE NEEDS TO BE A RECALL.(excluded contact information of customer)
2016	07/17/2017	WHILE DRIVING APPROXIMATELY 60 MPH ON THE FREEWAY, A VERY SMALL ROCK HIT MY WINDSHIELD AND CREATED A CRACK THAT WAS ABOUT 1 INCH BY 1 INCH IN SIZE. MERELY TWO DAYS LATER, I WOKE UP TO FIND THE CRACK HAD EXTENDED 3/4 OF THE WAY ACROSS MY ENTIRE WINDSHIELD AND COMPLETELY UP AND DOWN THE ENTIRE HEIGHT OF THE WINDSHIELD - JUST OUT OF THE BLUE, OVERNIGHT. IT'S NOW DIFFICULT TO PROPERLY SEE OUT OF THE WINDSHIELD AS ONE OF THE CRACKS RUNS RIGHT IN MY LINE OF VISION WITH THE ROAD. FOR SOMETHING SO MINOR TO CREATE SUCH A MAJOR EFFECT ON MY CAR THAT IS NOT QUITE 14 MONTHS OLD IS QUITE DISTURBING.
2016	08/09/2017	I WAS DRIVING ON I-40W WHEN I GOT A ROCK CHIP ON MY WIND SHIELD. THE NEXT DAY WHILE DRIVING I NOTICED A CRACK IN MY WINDSHIELD, NOT ASSOCIATED WITH THE ROCK CHIP, STARTING ON THE LEFT BOTTOM OF THE WINDSHIELD AND CURVING UP TO THE RIGHT FOR ABOUT 6". THIS CRACK KEPT PROGRESSING DAILY AND NOW EXTENDS APPROX. 3/4 OF THE WAY ACROSS THE WINDSHIELD. THE WINDSHIELD FOR MY CAR IS ON NATIONAL BACKORDER WITHOUT ANY IDEA AS TO HOW LONG IT WILL TAKE TO GET IT IN.I WENT ONLINE AND IT APPEARS FROM THE NUMBER OF PEOPLE DISCUSSING IT, IT APPEARS TO BE WIDESPREAD AND PROBABLY THE REASON FOR

		THE BACK ORDER. WITH THE NUMBER OF COMPLAINTS I'VE BREADTHS SHOULD BE A RECALL. AS A SIDE NOTE WHENEVER MY CAR'S VIN # IS RUN IT COMES UP AS A 2016 TOYOTA PRIUS C NOT A 2016 PRIUS FOUR TOURING. THE TECH AT THE AUTO GLASS SHOP TOLD ME THAT THIS HAS BEEN A RECURRING PROBLEM.
2016	08/15/2017	WINDSHIELD CHIPPED EASILY AND DEVELOPED INTO VERY LONG CRACK AFTER SHORT PERIOD OF TIME. POSSIBLE SOURCE OF INITIAL CRACK WAS UNSEEN PEBBLE/DEBRIS THAT HIT THE WINDSHIELD DURING FREEWAY DRIVING. REPLACEMENT CLAIMED THROUGH AUTO INSURANCE. THE RAPID AND GREAT INCREASE IN LENGTH OF CRACK IS VERY CONCERNING. MATERIAL DURABILITY MAY BE IN QUESTION.
2016	09/15/2017	I WAS DRIVING TO WORK ON THE HIGHWAY AND A SMALL ROCK HIT MY WINDSHIELD. WITHIN MINUTES, A 6 INCH CRACK HAD DEVELOPED. BY THE TIME I ARRIVED AT WORK (ABOUT 15 MINUTES LATER), THE CRACK HAS EXTENDED TO OVER A FOOT. I CALLED A LOCAL TOYOTA DEALERSHIP AND ASKED IF ANY KNOWN DEFECTS EXISTED. I WAS TOLD NO RECALLS EXISTS FOR MY WINDSHIELD. SPOKE WITH MY INSURANCE AGENT AND REFERRED TO SAFELITE AUTOGLASS FOR REPLACEMENT, SINCE IT COULD NOT BE REPAIRED. THE NEXT MORNING, I DROVE CAR TO WORK AGAIN AND NOTICED CRACK HAS PROGRESS A FEW MORE INCHES OVERNIGHT. BY THE TIME I LEFT WORK, THE LATERAL EXTENDING CRACK HAS NOW STARTED EXTENDING TOWARDS THE MIDDLE OF THE WINDSHIELD, FORMED A JAGGED C-SHAPE. VISIBILITY WAS NOW LIMITED FROM THE CRACK AND FROM THE GLARE FROM THE SUNLIGHT REFLECTING OFF THE CRACKS. I CALLED SAFELITE AND WAS TOLD THAT THE ONLY REPLACEMENT WINDSHIELD WAS AN TOYOTA OEM, BUT THAT IT WAS ON BACKORDER FOR ANOTHER 3 WEEKS AND AT A COST OF ALMOST \$800. FEARING ANOTHER POTENTIALLY DANGEROUS DRIVING CONDITION, I DID NOT ATTEMPT TO DRIVE MY CAR UNTIL THE WINDSHIELD WAS REPLACED. TODAY, I WAS READING PRIUSCHAT WEBSITE AND FOUND THAT MY CASE IS CERTAINLY NOT AN ISOLATED INCIDENT. I AM CONCERNED NOW THAT SINCE I



		REPLACED MY WINDSHIELD WITH AN TOYOTA OEM PART, I AM AGAIN SUBJECTED TO REPEAT DANGER VEHICLE CONDITION AND ADDITIONAL HIGH COST OF REPLACEMENT.
2016	09/24/2017	<p>I HAD A VERY SMALL PEBBLE HIT MY WINDSHIELD WHILE DRIVING SLOWLY ON A RESIDENTIAL STREET. THE INITIAL IMPACT CAUSED SEVERAL SIGNIFICANT CRACKS RUNNING LENGTHWISE AND WIDTHWISE ACROSS MY WINDSHIELD INSTEAD OF JUST STARING OR PITTING AS TRADITIONALLY OCCURS. THIS IS MY THIRD PRIUS AND I HAVE NEVER EXPERIENCED A WINDSHIELD RESPONDING THIS WAY. IT APPEARS ONLINE THAT THIS HAS BECOME A VERY COMMON PROBLEM AND IT IS EXTREMELY COSTLY SINCE THEY CURRENTLY DO NOT HAVE AN AFTERMARKET AVAILABLE. AS WELL AS REQUIRING \$600+ RECALIBRATION. I AM EXTREMELY DISAPPOINTED IN TOYOTA.</p> <p>I AM CONCERNED THAT I AM GOING TO PAY \$1500 TO GET THIS FIXED (SINCE MY INSURANCE USES MY DEDUCTABLE) ONLY FOR IT TO BREAK AGAIN DUE TO A MINOR INSTANCE (AS MANY HAVE COMPLAINED ONLINE). MY UNDERSTANDING IS THAT THE NEW WINDSHIELD IS THINNER/ LIGHTER FOR MPG. IS THIS NOT COVERED ON SOME SORT OF WARRANTY OR RECALL? I'M VERY UPSET THAT THIS HAS OCCURRED AND HAVE ALWAYS BEEN EXTREMELY LOYAL TO TOYOTA, IM AT A POINT WHERE I JUST WANT TO DRIVE WITH IT CRACKED TO AVID HAVING TO FIX FUTURE CRACKED WINDSHIELDS.</p>
2017	03/14/2017	A SMALL ROCK HIT THE WINDSHIELD AND IT BROKE, SEEMS TO BE A WEAK SPOT. I WAS DRIVING ON THE HIGHWAY.
2017	05/29/2017	TRAVELING EAST ON THE 10 THROUGH PHOENIX AZ, MY WINDSHIELD WAS HIT BY SOMETHING SO SMALL I COULDN'T SEE IT. CAUSED A STAR LESS THAN 1/3" BUT ALSO A WINDING CRACK ALMOST 1 FT. LONG. THE REAL PROBLEM IS THAT EVERY DAY WHEN I COME OUT TO MY CAR, THE CRACK HAS GROWN IN A SNAKING PATTERN. IT DOES NOT GROW AT ALL WHILE DRIVING. I PERIODICALLY CHECK IT WHILE DRIVING. TODAY THE CRACK GREW OVER 1 FT. IN LENGTH OVER THE COURSE OF THE MORNING, JUST SITTING IN THE DRIVE WAY.

2017	06/23/2017	WINDSHIELD DEVELOPED A CRACK WHICH STARTED EXPANDING RAPIDLY DUE TO HEAT. DEALER REP SAYS ITS DUE TO A ROCK HIT MAYBE BUT THE GLASS DOES NOT SEEM STRONG ENOUGH AS IT WAS THE FIRST BATCH OF PRIUS PRIMES RELEASED IN NOV 2017 AND I GOT MINE FROM THAT BATCH.
2017	08/01/2017	DRIVING ON HIGHWAY AND A SMALL ROCK HIT THE OUTER EDGE OF MY WINDSHIELD AND WITHIN 5 MINUTES HAD AN 8 INCH CRACK AND BY THE END OF THE DAY IT HAS EXPANDED TO OVER 12 INCHES. CALLED TO HAVE FIXED AND WINDSHIELD HAS BEEN ON BACKORDER FOR OVER A MONTH. CAR IS ONKY 1 WEEK OLD!
2017	08/01/2017	I HAVE HAD THE PRIUS PRIME FOR ONLY FOUR MONTHS WHEN I WAS DRIVING TO WORK ON A HIGHWAY AND A SMALL ROCK HIT THE EDGE OF MY WINDSHIELD AND IMMEDIATELY LEFT A ONE FOOT CRACK. THERE WERE NO BIG TRUCKS OR BIG RIGS NEAR ME SO I'M NOT SURE WHERE THE ROCK CAME FROM. I READ THE PRIUS FORUMS AND FOUND OUT THAT THEY HAPPENS QUITE OFTEN TO PRIUS OWNERS AND TYPICALLY COSTS \$1500 TOTAL TO REPLACE THE WINDSHIELD AND RECALIBRATE THE FORWARD-FACING CAMERA AT THE DEALERSHIP. I HAVE REQUESTED A QUOTE FROM SAFELITE AUTOGLASS AND WILL CALL MY AAA INSURANCE. I SURE HOPE THEY WILL COVER THE REPAIRS AS I DO NOT BELIEVE THIS IS IN ANY WAY MY FAULT.
2017	08/02/2017	A SMALL PEBBLE HIT MY WINDSHIELD BELOW THE INSPECTION STICKER. WITHIN SECONDS A CRACK STARTING DEVELOPING. WITHIN TWO MINUTES IT REACHED ALMOST HALFWAY ACROSS THE WINDSHIELD. I HAVE READ MANY COMPLAINTS ABOUT FRAGILE AND VULNERABLE PRIUS WINDSHIELDS. I BELIEVE TOYOTA NEEDS TO CORRECT THIS DEFECT, REPAIR MY WINDSHIELD AND PERFORM ANY NECESSARY RE-CALIBRATION. I HAVE UPLOADED TWO PICTURES.
2017	09/07/2017	JUST BOUGHT MY 2017 TOYOTA PRIUS NOT OVER 4 MONTHS AND MY WINDSHIELD HAVE 1 LARGE CRACKED AND A TINNY CHIPPED ON IT. AS I WAS DRIVING ON THE HIGHWAY CRACKED WHEN A TINY ROCK HIT THE UPPER RIGHT SIDE I COULD SEE THE CRACK GETTING LONGER UNTIL IT NEARLY

		REACHED THE MIDDLE. I AM VERY WORRY ABOUT THE QUALITY OF THE WINDSHIELD BY THE 2017 TOYOTA PRIUS.
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**B. Other Customer Complaints**

100. In addition to complaints made directly to Toyota by customers who tendered their vehicles to Toyota's authorized dealers for repair, Toyota routinely monitors the Internet, including vehicle-defect and Toyota-specific forums, for complaints similar in substance to those quoted below. Upon information and belief, Toyota's Customer Service carries out this function and regularly receives and responds to customer calls concerning, *inter alia*, product defects. Through these sources, Toyota was made aware of the Windshield Defect. The complaints from carcomplaints.com, some of which are included below, also indicate Toyota's awareness of the defect and its potential danger, and many evidence Class members' efforts to contact Toyota directly concerning the Windshield Defect.

Model Year	Complaint Date	Comments
2016	03/01/2016	I bought the car brand new and within a week of purchase, I had huge cracks going over the entire windshield and I immediately took it to the dealer I bought it from and they claimed that it was a rock that hit it but I never heard any rock hitting the windshield when I was driving it. I reported it to Toyota and they did nothing about it. I will never buy a Prius ever again
2016	06/08/2016	One very small pebble hit the windshield showing no damage until the next day...2 ft long crack that separates. Cheap glass that's expensive to replace. Toyota should recall these windshields.
2016	07/01/2017	Bought the car in April. Within 2 weeks a pebble on the road hit the windshield resulting in a fast spreading crack. Because it's an OEM part it took several weeks to get a new windshield in to replace it. That was early May. By the end of May, a second tiny bit of road debris hit the windshield resulting in the same problem, fast spreading crack and long wait for new windshield. That windshield was replaced on June 29. On July 1, same thing again, tiny impact and fast spreading crack. My

		old 2010 Prius had these kind of pebble impacts all the time, never replaced a windshield - this is not just bad luck, this is poor quality glass
2016	08/17/2017	Windshield cracked for the second time. Never heard the rock hit but found the point of impact the next day. Crack was horizontal across 2/3rds of my windshield.
2016	03/03/2017	<p>After I have my new Prius for two month, I was hit by a small tiny stone to the front window, then it started crack. I went to the Toyota then they said I need to pay 200\$ retest of the cost will be covered by insurance.</p> <p>After two month with new window, it was hit by small stone again, I can't avoid small stone in the highway. It start crack again. Then I went to dealer to talk with them. They said if the stone was hitting edge of the window then the crack will happen easily. They suggested for me to change my window after winter. Therefore, I was waiting for May to come. Two weeks ago, I noted there was another crack starting happen with my window. I strongly believe they have a big issue with there design. Because in Sweden, there will be always small stone in the highway flying around.</p> <p>I had BMW before, and when I hit by stone nothing happened. This problem need to be reported and get attentions from Toyota.</p>
2016	03/15/2017	<p>Had the car for just about a year. It appears that a pebble may have hit the windshield, I can't be sure, though it may have also been a thermal issue. In any case, I noticed a small crack - long and thin, not circular like a stone - which increasingly got bigger literally every day of driving. After only a few weeks the crack is about 10-11 inches long.</p> <p>This is completely and utterly unacceptable to me. A large stone hitting it and making a big circular crack that eventually spiders out? Yes, that's just bad luck. But this is clearly poor glass. There is no acceptable reason this crack should have started and it certainly shouldn't be getting half an inch larger nearly every day. This was quoted as a \$900 repair at minimum and I have no faith based on other similar complaints found elsewhere on the internet that I won't have the same problem again.</p> <p>I called the dealer and they informed me that this would not be covered under warranty in any case, but I will continue to report it to them and to Toyota until this gets properly addressed. I have been a loyal Toyota customer for 15 years, now on my 4th Prius, but if they don't back up the quality of every part of their vehicle - especially one which this level of expense - then my next car will not be one from Toyota.</p>

2016	06/21/2017	I bought this car used, drove about 1K, and then a very tiny pebble hit it to start crack about half inch, but after that, about 2 inches per day getting worse. Toyota should recall the part. Thx
2016	07/06/2017	My windshield cracked for the fourth time. Never heard the rock hit. I have to replace this glass now with 3 big cracks. I've been afraid to replace it. Glad I didn't after the second crack. I could have put 3 windshields in this car and it only has 16,900 miles. There is a real design flaw in the shape of the glass or toyota made the windshield too thin to save weight for the hybrid. These windshields cost \$1300 to buy outright and nobody makes an aftermarket that I can locate.
2016	08/08/2017	A small rock hit the windshield causing a crack not more than the size of a quarter. Thought we could get it filled in, but then overnight it spread into a long crack across the windshield. I believe the window is too thin and lightweight. Side window had a crack from a rock too. This is too much. Think a design flaw was made here.

101. Further complaints were found on priuschat.com, an online forum covering all topics related to the Toyota Prius. The complaints from priuschat.com, some of which are included below, also indicate Toyota’s awareness of the defect and its potential danger, and many evidence Class members’ efforts to contact Toyota directly concerning the Windshield Defect.

Model Year	Complaint Date	Comments
2016	03/30/2016	Hello, I'm new here! I purchased my 2016 Prius in Feb, and somehow managed to get a crack in my windshield that grows a few inches per day. Today I called the Toyota dealership to check if any of the warranties I purchased would cover it. They don't. So I asked how much it would be to replace.....\$1359 PLUS labor!!!!!! Granted I was driving a '98 Honda before, but holy moly!!!!!!
2016	04/06/2016	My 2016 Prius got hit near the edge (1/4in from side) of the front windshield by a small stone and left a 6.5in crack. It was not a huge dent in the glass. I've had a number of stones hit my 2005 Prius and none had basically destroyed the front windshield. First pebble to the 2016 and poof. Am I unlucky or are these really thin? Also, does anyone with a 2016 hear a crack sound from their windshield on cold days? I would hear something that made me imagine there was something thermally causing a shift/crack noise I could hear. It was

		<p>routine enough that I mentioned it in the Toyota survey weeks before my crack, but never heard back from Toyota. BTW, in one day the crack has grown to over a foot in length right in front of driver view. I have a 4 Touring without HUD. My quote for glass, gaskets and install was about \$1500 with Toyota glass (a glass shop didn't even have cheaper glass for the 2016 available yet). Had the car for only like 2 months and I think it's only been filled up 3 times. Anyone else with windshield problems please post.</p>
2016	04/11/2016	<p>Windshield seems to be made out of butter. Found a few pits on wife's windshield already. Not chips but pitting like craters.</p>
2016	06/20/2016	<p>Man oh man! I bought a 2016 Prius Three Touring a month ago and tonight got an 8 inch crack on my windshield. I'm getting from a rock. Really depressing. Replacement out of pocket is ridiculous. I called Toyota and Safelite, both about the same price \$1500+.</p> <p>I also own a 2004 Prius and have had a million rocks hit the windshield but none of them has left a crack like this.</p> <p>This is very depressing and the GS Warriors lost today.</p>
2016	09/04/2016	<p>Hello, I'm new to the forum, but this is our 3rd Prius. Our 2016 Prius III developed a small horizontal crack on the windshield starting on the passenger side. I drove back from Austin, TX a week prior to the beginning of the crack. It started very small, but in 3 days had spread to the driver's side. There are no points of impact. Called the local dealer in Phoenix, they recommended their glass installing company, who coordinated the claim with state farm. Has to be OEM, as there are no generic windshields yet. I had read on another forum of the same problem with the windshield here in Arizona, and thought perhaps our extreme heat was a factor. We have a carport in Phoenix, garage in Austin. Windshield was supposed to be delivered and installed today, but they ordered a Prius C windshield. Now waiting on delivery from California as the windshield is on national backorder. This is the noisiest Prius we have owned. Maybe a new windshield will help, but I sincerely believe the windshields are defective. We had a 2006 with over 180k miles that in 10 years of long and short distance driving had a small chip which was repaired, and our 2011 with 88k miles doesn't have any chips or cracks. State farm will pay for OEM if other options are not available.</p>
2016	01/13/2017	<p>I strongly suspect that there is a problem with the windshields of recent Prii (or Priuses, if you prefer). I just found another crack in mine and it was in a replacement windshield for a large crack that occurred in my 2016 4 Touring 5 months ago.</p>

		I recently saw another 2016 Prius in a local parking lot with a large crack. I have been driving for about 50 years and these are my first encounters with such fragile windshields. My 2011 Prius did not have this problem. State Farm Insurance paid the full price (\$1,300) to replace the first windshield. They may not be willing to do that again (I'm almost afraid to report it). Obviously, Toyota needs to acknowledge the problem and correct it. I love my car, but...
2016	1/17/2017	I don't mean to revive an old thread, but add me to the unlucky list. 4,000 California urban miles in 3 months for the 2016 Prius for me and in the last two weeks, I've had 2 chips. I repaired the first one with cured resin only to get chipped again a second time. The first time I was going probably 65-70mph staying about 3 seconds behind a mid sized pick up truck when it happened. The second time I was going 50mph about 5 seconds behind a Prius. I'm afraid to drive fast or get anywhere close to another car now. I've driven the old '98 Camry this same route for 5 years with no chips.
2017	06/08/2017	We purchased a 2017 Prius 3 touring late December 2016 in the following 5 months we had 3 cracked windshields from rock chips that went immediately to a long crack. The last chip (in May 2017) was delayed for repair because there were 9 replacement windshields back ordered. I would guess there were more than 9 broken windshields since all suppliers in our area had no inventory. This is our 3rd prius and we had no problems with any of them. In every other way, the 2017 is a great car however, I am wondering if the windshield is now made with thinner glass or the new aerodynamics is creating a air channel to hit the windshield. Does anyone else have this same problem? Would a bug deflector create a different aerodynamic that would alleviate this problem?
2017	07/11/2017	Mine just broke. First window I have ever broken. Toyota says it will be over a month because they are back ordered. They also mentioned the recalibration.
	07/25/2017	So its for sure a problem, Our dealer said they are backordered nationwide for 3-4 months ( windows are still in manufacturing) and then will be giving priority to those that are not drivable, ( i.e.: accidents or hail damage.) Has already been 3 weeks today. Crack has now gone all the way across window. Really sucks! Also can only be replaced with a Toyota window, No aftermarket windows exist yet.
2016	07/12/17	About a month ago while in Texas, My 2016 Prius was hit by a rock and made a small star. Less than 1/2 inch across. By the

		<p>next day, three cracks appeared and within 24 hours had spread all the way across the windshield. Took it to the dealer. It took a couple of weeks to get a replacement windshield in. They used safelite to install and the camera had to be reprogrammed. All toll took 2 days to complete.</p> <p>It semms like there it undue pressure on the windshield that would make it crack that way.</p>
2017	07/27/2017	<p>Hello. I have a 2017 prius as well. had small stone clip corner of window then a large crack occurred across it. Cost was \$910 with a \$500 deductible. This is the first crack I have ever had. This is my 7th prius with no problems on the others. Must be a glass problem.</p>
2016	06/10/2017	<p>I agree the car has an inferior windshield wrt cracking. Two weeks ago a rock hit mine and it shattered. I contacted Toyota, and posted on another windshield thread here at priuschat. Toyota agreed with me and helped cover the cost but I took a fair amount of ribbing here</p>

### C. Other sources of Knowledge

102. Toyota is experienced in the design and production of consumer vehicles. As experienced manufacturers, Toyota conducts testing on incoming batches of components, including windshields, to verify that the parts are free from defects and comply with Toyota's specifications. Accordingly, Toyota knew or should have known that the windshields used in Class Vehicles are defective and prone to crack, costing Plaintiffs and Class members thousands of dollars in replacement costs.

103. Moreover, Toyota conducts significant durability testing on all of its vehicles, including Class Vehicles, through which Toyota learned or should have learned about the Windshield Defect. For example, Toyota conducts "Rough Road Durability Testing" on all new vehicles, in which Toyota "recreat[es] poor road conditions akin to those that exist around the world" and asks three drivers to drive vehicles 900 km in a single day "under the harshest, most



adverse driving conditions.”<sup>13</sup> In light of Class member claims that infinitesimal pebbles often cause Vehicle windshields to crack, Toyota should have learned of the Windshield Defect during Rough Road testing.

104. Toyota also conducts environmental testing “in facilities that can recreate the extreme cold and searing heat of different regions of the world . . . to ensure that Toyota can make cars that will remain comfortable for passengers even under such conditions.”<sup>14</sup>

105. Toyota’s extensive crash testing also should have revealed the Windshield’s susceptibility to cracking. “Toyota performs more than 1,600 tests using actual vehicles (all are brand new cars) each year (including tests at other collision test sites). This means that on average, more than four tests are conducted each day. The vehicles used in the tests are destroyed, but by performing the tests over and over again, Toyota is able to extract valuable information under various conditions.”

106. Moreover, Toyota also should have known of the Windshield Defect due to the sheer number of reports of cracked windshields in Class Vehicles and the high number of replacement windshields being ordered from Toyota. Because of the high number of Class members ordering replacement windows Toyota, its dealerships and services centers are experiencing a backlog of windshield replacements, and are unable to repair Class Vehicles in a timely manner. Many Class members must wait months to have their windshields replaced.

107. On information and belief, Toyota also interacts with its authorized service technicians in order to identify potentially widespread vehicle problems and assist in the diagnosis of vehicle issues. Toyota collects and analyzes field data including, but not limited to, repair

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<sup>13</sup> <http://www.toyota-global.com/innovation/quality/road-in-the-world/> (last visited November 2, 2017).

<sup>14</sup> <http://www.toyota-global.com/innovation/quality/vast-test-site/> (last visited March 1, 2018, November 2, 2017).

requests made at dealerships and service centers, technical reports prepared by engineers that have reviewed vehicles for which warranty coverage is requested, parts sales reports, and warranty claims data, all of which alerted it to the Defect's existence.

108. The timing of the aforementioned complaints, coupled with the other means through which Toyota monitors vehicle performance, clearly establish that Toyota had knowledge of the Windshield Defect prior to the time of sale of all Class Vehicles.

109. Despite its longstanding knowledge of the Windshield Defect, Toyota did not disclose the Defect's existence to Plaintiffs or Class members, either in advertising, at the point-of-sale, or after purchase. Toyota has not recalled Class Vehicles, issued a Technical Service Bulletin alerting authorized technicians to its existence and informing them to repair Class Vehicles at no charge to vehicle owners, or even informed Class members of the Defect's existence and the serious and unjustifiable safety risks it imposes upon them.

### **CLASS ALLEGATIONS**

110. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Federal Rule of Civil Procedure, Rule 23(a), 23(b)(2), and/or 23(b)(3).

#### **Nationwide Class:**

All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

111. Pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs also seek to represent the following "State Subclasses." The State Subclasses consist of each of the following:

#### **California Subclass:**

All persons or entities in California who are current or former owners and/or lessees of a Class Vehicle used primarily for personal, family or household purposes, as defined by California Civil Code § 1791(a).

**Rhode Island Subclass:**

All persons or entities in Rhode Island who are current or former owners and/or lessees of a Class Vehicle used primarily for personal, family or household purposes.

**Washington Subclass:**

All persons or entities in Washington who are current or former owners and/or lessees of a Class Vehicle used primarily for personal, family or household purposes.

112. Pursuant to Federal Rule of Civil Procedure, Rule 23(c)(5), Plaintiffs Squires, Badke, Viscardi, and Nidever seek to represent the following subclass regardless of whether the Nationwide Class is certified:

**Warranty Denial Subclass:**

All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle and who were denied warranty coverage for repairs to or replacement of the windshield despite presenting their vehicle to Toyota for repairs within the duration of the three-year/36,000 mile New Vehicle Limited Warranty period or any other extended warranty plan sold by Defendants.

113. The Nationwide Class, the Warranty Denial Subclass and the State Subclasses shall be collectively referred to herein as the “Class.” Excluded from the Class are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the various class definitions set forth above based on discovery and further investigation.

114. Numerosity: Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the sole possession of Toyota and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis

allege, that hundreds of thousands of Class vehicles have been sold and leased in each of the States that are the subject of the Class.

115. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to whether

- a. The Class Vehicles were sold with a Windshield Defect;
- b. Toyota knew of the Windshield Defect but failed to disclose the problem and its consequences to its customers;
- c. a reasonable consumer would consider the Windshield Defect or its consequences to be material;
- d. Toyota has failed to provide free repairs as required by its New Vehicle Limited warranty;
- e. Toyota's conduct violates the state statutes described below.

116. Typicality: All of the Plaintiffs' claims are typical of the claims of the Class since each Plaintiff purchased a Class Vehicle with the Windshield Defect, as did each member of the Class. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Toyota's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

117. Adequacy: All of the Plaintiffs are adequate representatives because their interests do not conflict with the interests of the Class that they seek to represent, they have retained counsel competent and highly experienced in complex consumer class action litigation, and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

118. Superiority: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class Member is relatively small compared to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Toyota's conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Class can be readily identified and notified based on, *inter alia*, Toyota's vehicle identification numbers, warranty claims, registration records, and database of complaints.

119. Toyota has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

**FIRST CAUSE OF ACTION**

**BREACH OF EXPRESS WARRANTY**

**(By Plaintiffs Squires, Badke, Nidever, and Viscardi on Behalf of the Warranty Denial  
Subclass, or, Alternatively, the State Subclasses)**

120. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

121. Plaintiffs bring this claim on behalf of themselves and the Warranty Denial Subclass.

122. Defendants provided all purchasers and lessees of the Class Vehicles with the express warranties described herein, which became part of the basis of the bargain. Accordingly, Defendants' warranties are express warranties under state law.

123. The materials affected by the Windshield Defect were manufactured and incorporated into Class Vehicles by Defendants, and covered by the warranties Defendants provided all purchasers and lessors of Class Vehicles.

124. Defendants breached these warranties by selling and leasing Class Vehicles with the Windshield Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

125. Plaintiffs notified Defendants of the breach within a reasonable time, and/or were not required to do so because affording Defendants a reasonable opportunity to cure its breach of written warranty would have been futile. Defendants also know of the Windshield Defect and yet have chosen to conceal it while refusing to comply with their warranty obligations.

126. As a direct and proximate cause of Defendants' breach, Plaintiffs and the other Class members incurred substantial repair costs for which Defendants should have borne responsibility pursuant to the terms of their express warranties.

127. Plaintiffs and members of the Warranty Denial Subclass have complied with all obligations under the warranties, or otherwise have been excused from performance of said obligations as a result of Defendants' conduct described herein.

**SECOND CAUSE OF ACTION**

**BREACH OF IMPLIED WARRANTY**

**(By Plaintiffs Squires, Badke and Viscardi on Behalf of the Nationwide Class or,  
Alternatively, the State Subclasses)**

128. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

129. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or seller of Class Vehicles. Defendants knew or had reason to know of the ordinary purpose for which Class Vehicles were purchased.

130. Defendants provided Plaintiffs and the other Class members with an implied warranty that Class Vehicles and any components thereof are merchantable and fit for the ordinary purposes for which they were sold. However, Class Vehicles were not and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation, either at the time of sale or thereafter, because *inter alia*, Class Vehicles suffered from the Windshield Defect at the time of sale. Class Vehicles cannot be safely operated without a windshield that is free from defects, thus Class Vehicles are not fit for their ordinary purpose of providing safe and reliable transportation.

131. Defendants impliedly warranted that Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that Class Vehicles manufactured, supplied, distributed, and/or sold by Defendants are safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their ordinary use while the Class Vehicles were being operated.

132. Defendants' actions as complained of herein breached the implied warranty that the Class Vehicles were and are of merchantable quality and fit for ordinary use.

133. Plaintiffs and Class members are intended third-party beneficiaries of contracts, including express warranties, between Defendants and their authorized dealerships, representatives and agents. On information and belief, Defendants' authorized dealerships, representatives, and agents purchased Class Vehicles from Defendants pursuant to valid and enforceable agreements. Because Plaintiffs and Class members—rather than Defendants' authorized dealerships, representatives, and agents—were the intended end users of Class Vehicles, Plaintiffs and Class members were the intended (and not incidental) third party beneficiaries of the agreements entered into among Defendants and authorized dealerships, representatives, and agents, and any warranties, express or implied, flowing therefrom. Indeed, Defendants' authorized dealerships, representatives, and agents did not and would not purchase Class Vehicles for personal use, therefore the implied warranties flowing to them actually are intended to protect their customers from the losses Class Products have and will continue to cause them. Accordingly, Defendants are estopped from limiting claims for common law and statutory violations based on a defense of lack of privity.

**THIRD CAUSE OF ACTION**

**BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS  
WARRANTY ACT**

**15 U.S.C. § 2301, *et seq.***

**(By Plaintiffs Squires, Badke, Nidever, and Viscardi On Behalf of the Nationwide Class)**

134. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

135. Plaintiffs and the Class are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).



136. Defendants are “supplier[s]” and “warrantor[s]” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

137. Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

138. Toyota’s New Vehicle Limited three years/36,000 miles basic warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

139. Defendants breached these written warranties as set forth above.

140. Defendants’ breach of the express warranty has deprived the Plaintiffs and the other Class members of the benefit of their bargain.

141. The amount in controversy of Plaintiffs’ individual claims meet or exceed the sum or value of \$25. In addition, the amount in controversy meets or exceed the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

142. Defendants have been afforded a reasonable opportunity to cure their breach of the written warranty and/or Plaintiffs and the other Class members were not required to do so because affording Defendants a reasonable opportunity to cure its breaches would have been futile. Defendants were also on notice of the Windshield Defect from the complaints and service requests it received from Class members, as well as from its own warranty claims, customer complaint data, and/or parts sales data, and the results of internal pre- and post-sale quality and durability testing.

143. At the time they issued written warranties for Class Vehicles, Defendants also knew and had notice that Class Vehicles suffered from the Defect alleged herein. Defendants’ continued misrepresentations and omissions concerning Class Vehicles and the Defect, as well as Defendants’ failure to abide by their own written and implied warranties, are “[u]nfair methods of

competition in or affecting commerce, and [are] unfair or deceptive acts or practices in or affecting commerce.” Accordingly, Defendants’ behavior is unlawful under 15 U.S.C. §§ 2310(b), 45(a)(1).

144. As a direct and proximate cause of the conduct alleged herein, Plaintiffs and the other Class members sustained damages and other losses in an amount to be determined at trial. Defendants’ conduct damaged Plaintiffs and other Class members, who are entitled to recover actual damages, consequential damages, specific performance, and costs, including statutory attorneys’ fees and/or other relief as deemed appropriate.

#### **FOURTH CAUSE OF ACTION**

#### **VIOLATIONS OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE**

#### **CAL. BUS. & PROF. CODE § 17200**

#### **(By Plaintiffs Khalil and Nidever on Behalf of the California Subclass)**

145. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at herein.

146. Plaintiffs Khalil and Nidever (“Plaintiffs” for purposes of this Count) bring this claim on behalf of themselves and the California Class.

147. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

148. Defendants have engaged in unfair competition and unfair, unlawful and/or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiffs and Class members that Class Vehicles suffer from the Windshield Defect (and the costs, safety risks, and diminished value of the vehicles associated therewith). Defendants should have disclosed this information because they were in a superior position to know the true facts related to the Windshield Defect, and Plaintiffs and Class

members could not reasonably have been expected to learn or discover the true facts related to the Defect.

149. The Windshield Defect constitutes a safety issue that triggered Defendants' duty to disclose the safety issue to consumers as set forth above.

150. These acts and practices are fraudulent because they have deceived Plaintiffs and are likely to deceive the public. In failing to disclose the Defect and suppressing other material facts from Plaintiffs and the Class members, Defendants breached their duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs and the Class members. The omissions and acts of concealment by Defendants pertained to information that was material to Plaintiffs and Class members, as it would have been to all reasonable consumers.

151. The injuries suffered by Plaintiffs and the Class members are greatly outweighed by any potential countervailing benefit to consumers or to competition, and are not injuries that Plaintiffs and the Class members should have reasonably avoided. Therefore Defendants also have engaged in unfair practices.

152. Defendants' acts and practices also are unlawful because they violate California Civil Code sections 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code section 2313.

153. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts or practices by Defendants, to obtain restitution and disgorgement of all monies and revenues generated as a result of such practices, and all other relief allowed under California Business and Professions Code section 17200.

**FIFTH CAUSE OF ACTION**

**VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

**("CLRA")**

**Cal. Civ. Code § 1750, *et seq.***

**(By Plaintiffs Khalil and Nidever on Behalf of the California Subclass)**

154. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

155. Plaintiffs Khalil and Nidever ("Plaintiffs" for purposes of this Count) bring this claim on behalf of themselves and the California Class.

156. Defendants are "persons" as that term is defined in California Civil Code section 1761(c).

157. Plaintiffs and the Class are "consumers" as that term is defined in California Civil Code section 1761(d).

158. Defendants engaged in unfair and deceptive acts in violation of the CLRA by the practices described above. Defendants knowingly and intentionally concealed from Plaintiffs and Class members that Class Vehicles suffer from the Windshield Defect (and the costs, risks, and diminished value of the vehicles as a result of this problem.)

159. The acts and practices complained of herein violate, at a minimum, the following sections of the CLRA:

(a)(2) Misrepresenting the source, sponsorship, approval or certification of goods or services;

(a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;

(a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

(a)(9) Advertising goods and services with the intent not to sell them as advertised.

160. In the course of their business, Defendants repeatedly and regularly engaged in unfair and/or deceptive acts and practices that were capable of deceiving (and did deceive) a substantial portion of the purchasing public, and imposed a serious safety risk thereon.

161. Defendants knew that Class Vehicles and the windshields installed therein were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.

162. Defendants were under a duty to Plaintiffs and the Class to disclose the defective nature of Class vehicles due to the Windshield Defect because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect and associated repair costs in Class Vehicles;
- b. Plaintiffs and Class members would not reasonably have been expected to learn or discover that Class Vehicles suffered from a dangerous safety defect until the Windshield Defect actually manifests;
- c. Defendants knew that Plaintiffs and Class members could not reasonably have been expected to learn or discover the safety and security defect and the associated repair costs necessitated thereby until the manifestation of the Windshield Defect; and
- d. Defendants actively concealed the safety and security defect and the associated repair costs by claiming the Windshield Defect does not exist and, in many cases, repairing Class Vehicles using similarly defective windshields.

163. In failing to disclose the Windshield Defect and the safety risks and repair costs associated therewith, Defendants knowingly and intentionally concealed material facts from Plaintiffs and the Class, and breached their duty not to do so.

164. The facts Defendants misrepresented, and concealed or failed to disclose, to Plaintiffs and the Class are material in that a reasonable consumer would have considered them

important in deciding whether to purchase Class Vehicles or pay a lesser price. Had Plaintiffs and the Class known of the defective nature of Class Vehicles, they would not have purchased Class Vehicles, would have paid less for them or would have avoided the extensive repair costs associated therewith.

165. Under California Civil Code section 1780(a), Plaintiffs and members of the Class seek injunctive and equitable relief for Toyota's violations of the CLRA. After mailing appropriate notice and demand under California Civil Code section 1782(a) & (d), Plaintiffs subsequently will amend this Complaint to also include a request for damages.

166. Plaintiffs and the Class therefore also request this Court enter such orders or judgments necessary to restore to any person any money acquired with such unfair business practices, and for such other relief, including attorneys' fees and costs, as provided in Civil Code section 1780 and the Prayer for Relief.

**SIXTH CAUSE OF ACTION**

**VIOLATIONS OF THE SONG-BEVERLY ACT**

**CALIFORNIA CIVIL CODE §§ 1792, 1791.1, *et seq.***

**(By Plaintiff Khalil and Nidever on Behalf of the California Subclass)**

167. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

168. Plaintiffs Khalil and Nidever ("Plaintiffs" for purposes of this Count) bring this claim on behalf of themselves and the California Class.

169. At all times relevant hereto, Defendants were the manufacturers, distributors, warrantors, and/or sellers of Class Vehicles. Defendants knew or should have known of the ordinary and intended purpose for which Class Vehicles are purchased.

170. Defendants impliedly warranted to Plaintiffs and the Class that Class Vehicles, and any components thereof, are merchantable and fit for their ordinary and intended purpose: providing safe and reliable transportation. This implied warranty included, *inter alia*, the following: (i) a warranty that Class Vehicles, including their windshields, were manufactured, supplied, distributed, and/or sold by Toyota, were safe and reliable, and able to withstand the ordinary and foreseeable stresses to which vehicles are exposed during operation; and (ii) a warranty that the Class Vehicles were fit for their ordinary and intended use, i.e., providing safe and reliable transportation while in operation.

171. Contrary to the applicable implied warranties, however, Class Vehicles are not fit for their ordinary purpose of providing safe and reliable transportation because of the Defect.

172. Defendants breached the implied warranties applicable to Class Vehicles at the time of sale because the Defect was latent at the time Plaintiffs and Class members purchased their vehicles.

173. Through the actions complained of herein, Defendants breached their implied warranty that Class Vehicles were of merchantable quality and fit for such use in violation of CAL. CIV. CODE §§ 1792 and 1791.1.

**SEVENTH CAUSE OF ACTION**

**VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT**

**Wash. Rev. Code § 19.86.010, *et seq.***

**(By Plaintiff Viscardi on Behalf of the Washington Subclass)**

174. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

175. Plaintiff Viscardi (“Plaintiff” for purposes of this Count) brings this claim on behalf of himself and the Washington Class.

176. Washington’s Consumer Protection Act (“WCPA”) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . .” Wash. Rev. Code § 19.86.020.

177. The actions of Defendants, as set forth above, occurred in the conduct of trade or commerce.

178. Defendants, in the course of their business, misrepresented the attributes and performance properties of Class Vehicles with respect to the safety thereof, willfully failed to disclose the dangerous risk of the Defect in the Class Vehicles as described above, and actively concealed the Defect from Plaintiff and Class members by affirmatively asserting that the windshields installed in Class Vehicles failed due to ordinary wear rather than the Defect alleged herein, and by subsequently replacing failed windshields with similarly defective replacement parts. Accordingly, Defendants, through the various misrepresentations and omissions described herein, engaged in unfair and deceptive acts or practices.

179. Defendants should have disclosed the true nature of the Defect in Class Vehicles because they were in a superior position to know them, and Plaintiffs and Class members could not reasonably be expected to learn or discover them. Defendants, by the conduct, statements, and omissions described above, also knowingly and intentionally concealed from Plaintiffs and the Class members that Class Vehicles suffer from the Defect (and the costs, safety risks, and diminished value of the vehicles as a result of this problem).

180. These acts and practices have deceived Plaintiff and are likely to, and did, deceive the public. In misrepresenting the attributes and performance properties of Class Vehicles, and failing to disclose the Defect and suppressing material facts from Plaintiff and Class members, Defendants violated the WCPA and injured Plaintiff and the Class. Defendants’



misrepresentations, omissions and acts of concealment pertained to information that was material to Plaintiff and Class members, as it would have been to all reasonable consumers.

181. The injuries suffered by Plaintiff and Class members are greatly outweighed by any potential countervailing benefit to consumers or to competition, and are not injuries that Plaintiff and Class members should have reasonably avoided.

182. Defendants' conduct proximately injured Plaintiff and other Class members. Had Plaintiff and the Class known of the defective nature of the Class Vehicles, they would not have purchased Class Vehicles, would have paid less for them or would have avoided extensive repair costs.

183. Pursuant to Washington Revised Code section 19.86.090, Plaintiff requests that the Court grant treble damages.

**SEVENTH CAUSE OF ACTION**

**VIOLATIONS OF THE RHODE ISLAND DECEPTIVE**

**TRADE PRACTICES ACT**

**R.I. Gen. laws § 6-13.1-1, *et seq.***

**(By Plaintiff Badke on Behalf of the Rhode Island Subclass)**

184. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

185. Plaintiff Badke ("Plaintiff" for purposes of this Count) bring this claim on behalf of himself and the Rhode Island Class against all Defendants.

186. The Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.* ("DTPA") declares unlawful any unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

187. The actions of Defendants, as set forth above, occurred in the conduct of trade or commerce.

188. Defendants, in the course of their business, misrepresented the attributes and performance properties of Class Vehicles with respect to the safety thereof, and willfully failed to disclose and actively concealed the dangerous risk of the Defect in the Class Vehicles as described above. Accordingly, through the misrepresentations, omissions and acts of active concealment described herein, Defendants engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices as defined in the DTPA, including representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; advertising Class Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

189. Defendants should have disclosed this information because they were in a superior position to know the true facts related to the Defect, and Plaintiffs and Class members could not reasonably be expected to learn or discover the true facts related to this Defect. Defendants, by the conduct, statements, and omissions described above, also knowingly and intentionally concealed from Plaintiffs and the Class members that Class Vehicles suffer from the Defect (and the costs, safety risks, and diminished value of the vehicles as a result of this problem).

190. These acts and practices have deceived Plaintiff and are likely to, and did, deceive the public. In misrepresenting the attributes and performance properties of Class Vehicles, and failing to disclose the Defect and suppressing material facts from Plaintiff and Class members, Defendants violated the DTPA and injured Plaintiff and the Class. Defendants' misrepresentations, omissions and acts of concealment pertained to information that was material to Plaintiff and Class members, as it would have been to all reasonable consumers.

191. The injuries suffered by Plaintiffs and the Class are greatly outweighed by any potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiffs and the Class should have reasonably avoided.

192. A causal relationship exists between Defendants' unlawful conduct and the ascertainable losses suffered by Plaintiffs and the Class. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles, they would not have purchased the Class Vehicles, would have paid less for them or would have avoided extensive repair costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class, respectfully requests that this Court:

- A. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying one or more Classes as defined above;
- B. appoint Plaintiffs as the representatives of the Class and their counsel as Class counsel;
- C. award all actual, general, special, incidental, statutory, punitive, and consequential damages and restitution to which Plaintiffs and the Class members are entitled;
- D. award pre-judgment and post-judgment interest on such monetary relief;
- E. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Defendants to repair, recall, and/or replace the Class Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the Windshield Defect;
- F. award reasonable attorneys' fees and costs; and
- G. grant such further relief that this Court deems appropriate.

Dated: March 1, 2018.

Respectfully submitted,

By: /s/ William B. Chaney

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*Counsel for Plaintiffs and the Putative Class*

**JURY DEMAND**

Plaintiffs, on behalf of themselves and the putative Class, demand a trial by jury on all issues so triable.

/s/ William B. Chaney  
WILLIAM B. CHANEY  
ATTORNEYS FOR PLAINTIFFS AND  
PUTATIVE CLASSES

JS 44 (Rev. 06/17)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

William Souires, Jesse Badke, Ahmed Khalil, Dominick Viscardi and Michelle Nidever on behalf of themselves and all others similarly situated

(b) County of Residence of First Listed Plaintiff Cobb County, GA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
William B. Chaney, Andrew K. York, Jim Moseley, Gray Reed & McGraw, LLP, 1601 Elm St., Suite 4600, Dallas, TX 75201;  
Ph:214-954-4135

**DEFENDANTS**

Toyota Motor North America, Inc., Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.

County of Residence of First Listed Defendant Collin  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input checked="" type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332, 1367, 1391; 15 U.S.C. 2301 (1)  
 Brief description of cause:  
Windshield Defects in ordinary and foreseeable driving conditions

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 03/01/2018 SIGNATURE OF ATTORNEY OF RECORD  
/s/ William B. Chaney

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# **EXHIBIT A**



# Prius

2016

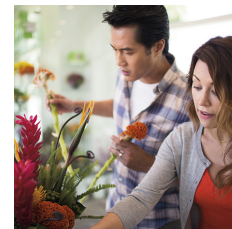


  
TOYOTA | Let's  
Go  
Places



# Take everyone by surprise. The all-new 2016 Toyota Prius.

Let's shatter all expectations. The 2016 Prius is here with an edgy new look that will challenge everything you know about hybrids. Its sleek shape, striking character lines and dramatic lighting are sure to draw a crowd. A spacious, new interior and advanced technology features take passenger comfort to the next level. With an athletic stance and all-new double-wishbone rear suspension, this Prius is more fun to drive than ever. All in a package with an available EPA estimate of up to 58 mpg city.<sup>1</sup> It's time to shake up the status quo and look good while doing it. Let's go places.



*"The food is perfect, and the decorations are on point. This dinner party will be one to remember."*

1. See footnote 45 in Disclosures section.





Four Touring shown in Hypersonic Red<sup>1</sup> with available Premium Convenience Package.

1. Extra-cost color.



Designed to Perform

# The road ahead is full of twists and turns. Let the fun begin.

Find more excitement around every corner. Prius is engineered to give you a comfortable and exhilarating ride. Its new double-wishbone rear suspension helps soak up the bumps and keeps Prius feeling sure-footed when the road gets twisty. A lower center of gravity and increased body rigidity help make this our most agile Prius yet. And with sporty touches like a shark-fin antenna, this hybrid is never afraid to show off its athletic side. So when you find your favorite winding road, you'll always be ready to go.



## LED TAILLIGHTS

Turn heads whether you're coming or going. LED taillights are more efficient, shine bright and help complete the stylish look of Prius.



## 17-IN. ALLOY WHEELS

Let's make a statement with every journey. Available 17-in. alloy wheels add the right amount of attitude and ensure that this hybrid grabs attention wherever it goes.



## LED LIGHTING

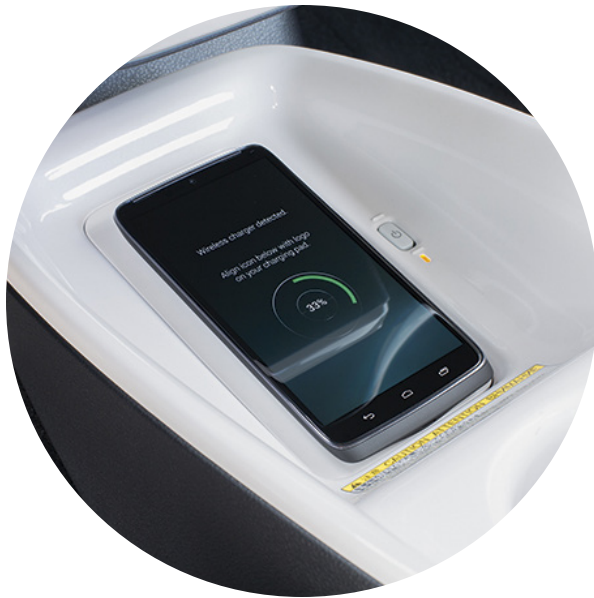
Prius features Bi-LED elements in the headlights, available integrated fog lights and accent lights, making front-end lighting that is as dramatic as it is efficient.



Four Touring shown in Blue Crush Metallic with available Premium Convenience Package.

# With tech this smart, you're ready to take on the city.

Prius helps you stay connected with the available Entune™ Premium Audio with Integrated Navigation<sup>1</sup> and App Suite.<sup>2</sup> With an available 7-in. high-resolution touch-screen with split-screen display, you can take control of your playlist, find movie tickets and make restaurant reservations, get turn-by-turn directions and more. The available illuminated entry welcomes you each time you get inside. And with the standard Smart Key System,<sup>3</sup> you can easily lock and unlock the driver's-side door by touching the door handle and start Prius with just the push of a button.



## QI-COMPATIBLE WIRELESS CHARGING<sup>4</sup>

No wires. Total convenience. With available Qi-compatible wireless smartphone charging, simply place your Qi-compatible smartphone or other compatible device on the nonslip surface to charge it up wirelessly.



## BLUETOOTH<sup>5</sup> WIRELESS TECHNOLOGY

Bluetooth<sup>®</sup> connectivity lets you make hands-free phone calls and wirelessly stream music from your compatible phone or compatible MP3 player.<sup>6</sup>



## COLOR HEAD-UP DISPLAY (HUD)

The available color Head-Up Display (HUD) uses aircraft-inspired technology to project important information right on the windshield. This full-color display can show your speed, Hybrid System Indicator info and give turn-by-turn directions.

1. See footnote 10 in Disclosures section. 2. See footnote 11 in Disclosures section. 3. See footnote 17 in Disclosures section. 4. See footnote 19 in Disclosures section. 5. See footnote 8 in Disclosures section. 6. See footnote 7 in Disclosures section.





Four Touring interior shown in Black SofTex® trim with available Premium Convenience Package.

# Get more of what you want, inside and out.

The futuristic cabin of Prius has been optimized to give everyone room to relax. The front seats have been redesigned for enhanced comfort on those long drives. Its cockpit-inspired dash is packed with more functional tech and is easier to use, keeping you in command of all the fun. And with an available 8-way power-adjustable driver's seat, it's easy to find that perfect driving position.



### INTELLIGENT CLEARANCE SONAR (ICS)<sup>1</sup>

When parking, this available system scans for stationary objects, like walls or lampposts. Should the system anticipate a collision, it will emit an audible and visible alert, reduce engine or motor output, and automatically apply the brakes if needed. And with advanced side-collision detection, Prius can help you get in and out of parking spots with plenty of room to spare.



### INTELLIGENT PARKING ASSIST (IPA)<sup>2</sup>

When you find an open parking spot, activate available Intelligent Parking Assist to help make parking a breeze. The system will automatically control the steering and help guide you in.



### INTEGRATED BACKUP CAMERA<sup>3</sup>

When you're in Reverse, the standard backup camera helps by giving you a view of what the camera detects from the rear. This feature is especially useful when you're parking in a tight spot or backing up.



Four Touring interior shown in Moonstone SofTex® trim with available Premium Convenience Package.



# An inviting space designed around you.

Step into ultimate comfort and style. The smart, new interior of Prius gives you and your friends plenty of room to stretch out. Its center console has been reshaped to give everyone more room up front. Smarter seat design makes the rear seats a relaxing place to hang out too. And with plenty of cargo space, you'll never have to leave those gotta-have items behind. So no matter what your day may bring, Prius is ready to help you handle it all.



## VERSATILE INTERIOR SEATS

With up to 27.4 cu. ft. of cargo space behind the rear seats<sup>1</sup>, Prius lets you bring more of your favorite things along for the ride. Need to carry more stuff? No problem. Fold the 60/40 rear seats down for up to 65.5 cu. ft. of total cargo space<sup>1</sup>.



## SMART-FLOW CLIMATE CONTROL SYSTEM

Not too hot, not too cold. The smart-flow climate control system helps keep the cabin feeling just right. It's an intelligent system too. When you're driving by yourself, you can choose to heat or cool just the front passenger area, helping increase the overall efficiency of Prius.



## HEATED FRONT SEATS

Settle in and enjoy some personalized comfort. Prius is available with SofTex<sup>®</sup>-trimmed heated front seats, so when the weather gets chilly, the simple press of a button brings added warmth.

1. Cargo and load capacity limited by weight and distribution.





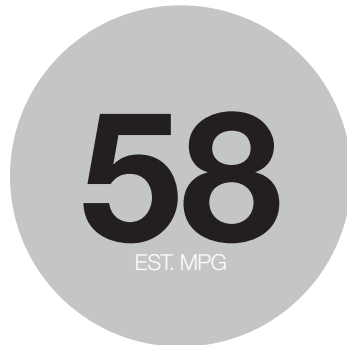
Four Touring shown in Hypersonic Red<sup>1</sup> with available Premium Convenience Package.

1. Extra-cost color.



# Athletic style. Optimal efficiency.

This beauty is more than skin deep. The striking new look of Prius has been engineered to help it easily slip through the wind. Its sleek lines, aero stabilizing fins and underbody panels all work together to help reduce wind resistance. Up front, the active grille shutter automatically opens and closes to help optimize airflow and reduce engine warm-up time. And with its ultra-low coefficient of drag, Prius helps you get more mpg from every drive.



## ESTIMATED 58 MPG<sup>1</sup>

The 2016 Prius is one of our most efficient yet. We improved the powertrain with higher-density batteries, lighter hybrid system components and an improved gasoline engine. All these systems work together to help you go farther with less fuel. Our new Prius Two Eco grade takes this efficiency even further with an EPA estimate of up to 58 mpg in the city.



## DRIVE MODES

Prius has different modes for different types of driving. ECO Mode helps maximize fuel economy. EV Mode<sup>2</sup> drives solely on battery power for up to one-half mile under certain conditions. And POWER Mode increases throttle response for additional get-up-and-go.



## DUAL MULTI-INFORMATION DISPLAY (MID)

The 4.2-in. color dual Multi-Information Display screens are customizable, so you can keep an eye on the information that matters most to you. A quick glance can show you real-time driving data, tips to help you improve your ECO savings, and more.



Two Eco shown in Blue Crush Metallic.


 Toyota  
Safety  
Sense

# Integrated safety to help support your drive.

The road can be unpredictable. That's why Prius is available with Toyota Safety Sense™ P (TSS-P)<sup>1</sup>. This newly developed active safety package combines Pre-Collision System<sup>2</sup> with Pedestrian Detection<sup>3</sup> (PCS w/PD), Lane Departure Alert<sup>4</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB)<sup>5</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>6</sup> to assist you. TSS-P's comprehensive features create in-the-moment safety designed to support your awareness and decision-making on the road.



## PRE-COLLISION SYSTEM WITH PEDESTRIAN DETECTION (PCS w/PD)

Available Pre-Collision System with Pedestrian Detection helps keep the road safe by detecting a vehicle or pedestrians in certain situations. By combining millimeter-wave radar with a camera capable of shape recognition, the system provides an audible warning and a display notification to alert you of a possible collision with a pedestrian under certain circumstances. If you don't react, automatic braking support helps mitigate the potential for a collision.



## LANE DEPARTURE ALERT WITH STEERING ASSIST (LDA w/SA)

If an inadvertent lane departure is detected, the available Lane Departure Alert system will issue both an audible alert and visual warning on the MID screen. If the system determines that the driver is not taking corrective action, the Steering Assist function will initiate and provide gentle corrective steering when necessary to help keep the vehicle in the lane.



## AUTO HIGH BEAMS (AHB)

Enhance visibility and help make nighttime driving safe. This available system uses a camera to help detect oncoming vehicles as far away as 2000 feet and, depending on the circumstances, it can automatically switch the high beams on and off, helping make it easier for other drivers on the road.

1. See footnote 28 in Disclosures section. 2. See footnote 29 in Disclosures section. 3. See footnote 30 in Disclosures section. 4. See footnote 31 in Disclosures section. 5. See footnote 32 in Disclosures section. 6. See footnote 33 in Disclosures section.





Left to right: **Four** shown in Blue Crush Metallic with available Advanced Technology Package; **Four Touring** shown in Hypersonic Red<sup>1</sup> with available Premium Convenience Package.

1. Extra-cost color.

# Peace of mind for the journey ahead.

Let's help make every road trip a safe one. Every new Prius comes standard with the Star Safety System,<sup>™</sup> our advanced integration of safety technologies that includes Enhanced Vehicle Stability Control (VSC),<sup>1</sup> Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)<sup>2</sup> and Smart Stop Technology<sup>®</sup> (SST).<sup>3</sup> And with eight standard airbags,<sup>4</sup> plus technologies like available Safety Connect,<sup>5</sup> you can rest assured that Prius has got your back.



#### RAIN-SENSING WINDSHIELD WIPERS

Don't let foul weather put a damper on your drive. The available rain-sensing variable intermittent windshield wipers on Prius automatically adjust their speed to match the amount of rain hitting the windshield and the speed of the car. Just set the wipers to "auto," and Prius does the rest.



#### BLIND SPOT MONITOR (BSM)<sup>6</sup>

If Prius detects a vehicle in its blind spot, the available Blind Spot Monitor system alerts you through an illuminated indicator on the appropriate outside mirror.



#### REAR CROSS-TRAFFIC ALERT (RCTA)<sup>7</sup>

When you slowly back out of a driveway or parking spot, the available Rear Cross-Traffic Alert is designed to provide an audible indicator to help warn you of approaching vehicles.

1. See footnote 20 in Disclosures section. 2. See footnote 21 in Disclosures section. 3. See footnote 22 in Disclosures section. 4. See footnote 23 in Disclosures section. 5. See footnote 27 in Disclosures section. 6. See footnote 36 in Disclosures section. 7. See footnote 37 in Disclosures section.



## Prius Models

**TWO****Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>46</sup>

**Exterior Features**

- Bi-LED projector low- and high-beam headlights with auto-off feature
- LED Daytime Running Lights (DRL) with on/off feature
- LED taillights and stop lights
- 15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires
- Washer-linked variable intermittent windshield wipers
- Heated power outside mirrors with folding feature
- Active grille shutter
- Color-keyed roof-mounted shark-fin antenna
- Intermittent rear window wiper

**Interior Features**

- Smart-flow climate control system with humidity sensor and pollen filtration mode
- Entune™ Audio
- Black center console with armrest and storage compartment, white accent on steering wheel and shifter
- 4.2-in. color dual Multi-Information Display (MID)
- Tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and *Bluetooth*®<sup>88</sup> hands-free phone controls
- 60/40 split fold-down rear seats with center armrest
- Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat
- Cruise control
- Smart Key System<sup>17</sup> on driver's door with Push Button Start
- Cargo area lightweight tonneau cover
- Dual sun visors with illuminated vanity mirrors
- Two 12V auxiliary power outlets (one front, one rear)
- Power windows with auto up/down
- Power door locks
- Integrated backup camera<sup>2</sup>
- Temporary spare tire

**Safety Features**

- Eight airbags<sup>23</sup>
- Star Safety System™ — includes Enhanced Vehicle Stability Control (VSC)<sup>20</sup> Traction Control (TRAC), 4-wheel Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)<sup>21</sup> and Smart Stop Technology® (SST)<sup>22</sup>

**TWO Eco**

Adds to or replaces features offered on TWO

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 58 city/53 highway estimated mpg<sup>45</sup>

**Exterior Features**

- Bi-LED projector low- and high-beam headlights with auto on/off feature
- 15-in. 5-spoke alloy wheels with two-tone wheel covers and P195/65R15 tires
- No intermittent rear window wiper

**Interior Features**

- Smart Key System<sup>17</sup> on three doors with Push Button Start and remote illuminated entry
- Tire repair kit

**THREE**

Adds to or replaces features offered on TWO or TWO ECO

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>46</sup>

**Exterior Features**

- 15-in. 5-spoke alloy wheels with two-tone wheel covers and P195/65R15 tires
- Intermittent rear window wiper

**Interior Features**

- Entune™ Premium Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
- Smart Key System<sup>17</sup> on three doors with Push Button Start and remote illuminated entry
- White center console with armrest and storage compartment, white accent on steering wheel and shifter
- Qi-compatible wireless smartphone charging<sup>19</sup> with charge indicator light
- SofTex®-trimmed tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and *Bluetooth*®<sup>88</sup> hands-free phone controls
- Temporary spare tire

**Options**

- Advanced Technology Package
  - Toyota Safety Sense™ P (TSS-P)<sup>28</sup> — Pre-Collision System<sup>29</sup> with Pedestrian Detection<sup>30</sup> (PCS w/PD), Lane Departure Alert<sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB)<sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>33</sup>
  - Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator
  - Power tilt/slide moonroof with sliding sunshade



## Prius Models

## THREE Touring

Adds to or replaces features offered on THREE

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>46</sup>

**Exterior Features**

- Integrated fog lights and LED accent lights
- 17-in. 5-spoke alloy wheels with P215/45R17 tires
- Unique rear bumper treatment
- Touring-specific suspension

**Interior Features**

- SofTex®-trimmed front seats with seatback pockets and 6-way adjustable driver's seat; 4-way adjustable front passenger seat

**Safety Features**

- Toyota Safety Sense™ P (TSS-P)<sup>28</sup> — Pre-Collision System<sup>29</sup> with Pedestrian Detection<sup>30</sup> (PCS w/PD), Lane Departure Alert<sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB)<sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>33</sup>

## FOUR

Adds to or replaces features offered on THREE

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>46</sup>

**Exterior Features**

- Rain-sensing variable intermittent windshield wipers

**Interior Features**

- SofTex®-trimmed heated front seats with seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 4-way adjustable front passenger seat
- Auto-dimming rearview mirror with HomeLink®<sup>18</sup>
- Cargo area tonneau cover
- Tire repair kit

**Safety Features**

- Blind Spot Monitor (BSM)<sup>36</sup> and Rear Cross-Traffic Alert (RCTA)<sup>37</sup>

**Options**

- Premium Convenience Package
  - Intelligent Clearance Sonar (ICS)<sup>34</sup> with Intelligent Parking Assist (IPA)<sup>35</sup>
  - Entune™ Premium JBL® Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
- Safety Connect<sup>27</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)
- Advanced Technology Package
  - Toyota Safety Sense™ P (TSS-P)<sup>28</sup> — Pre-Collision System<sup>29</sup> with Pedestrian Detection<sup>30</sup> (PCS w/PD), Lane Departure Alert<sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB)<sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>33</sup>
  - Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator
  - Power tilt/slide moonroof with sliding sunshade

## FOUR Touring

Adds to or replaces features offered on FOUR

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>46</sup>

**Exterior Features**

- Integrated fog lights and LED accent lights
- 17-in. 5-spoke alloy wheels with P215/45R17 tires
- Unique rear bumper treatment
- Touring-specific suspension

**Interior Features**

- SofTex®-trimmed heated front seats with seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 4-way adjustable front passenger seat

**Safety Features**

- Toyota Safety Sense™ P (TSS-P)<sup>28</sup> — Pre-Collision System<sup>29</sup> with Pedestrian Detection<sup>30</sup> (PCS w/PD), Lane Departure Alert<sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB)<sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>33</sup>

**Options**

- Premium Convenience Package
  - Intelligent Clearance Sonar (ICS)<sup>34</sup> with Intelligent Parking Assist (IPA)<sup>35</sup>
  - Entune™ Premium JBL® Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
- Safety Connect<sup>27</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)

Color/Trim/Wheels\*

# Color



Midnight Black Metallic



Blue Crush Metallic



Sea Glass Pearl



Hypersonic Red<sup>1</sup>



Magnetic Gray Metallic



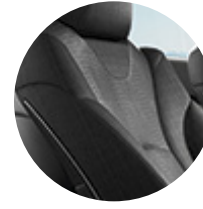
Classic Silver Metallic



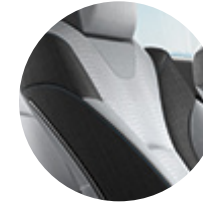
Blizzard Pearl<sup>1</sup>

# Trim

TWO, TWO Eco and THREE fabric



Black

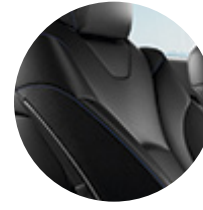


Moonstone

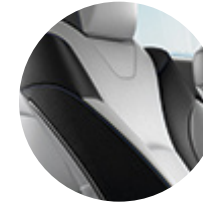


Harvest Beige

THREE Touring and FOUR Touring SofTex®



Black



Moonstone

FOUR SofTex®



Black



Moonstone



Harvest Beige

# Wheels



TWO 15-in. 5-spoke alloy wheels with full wheel covers



TWO Eco, THREE and FOUR 15-in. 5-spoke alloy wheels with two-tone wheel covers



THREE Touring and FOUR Touring 17-in. 5-spoke alloy wheels

\*Not all colors and trims available on all model grades. See dealer for details. 1. Extra-cost color.

## Accessories

A wide range of Genuine Toyota Accessories is available to help make driving your Prius even more fun. Now your Prius can reflect your personal style. There's something for everyone. Some accessories may not be available in all regions of the country. For a complete list of accessories, go to [toyota.com/prius](http://toyota.com/prius).

15-in. "Hyper Black" 10-spoke alloy wheels  
 Aero side splitter  
 Alloy wheel locks  
 All-weather floor liners<sup>47</sup>  
 Ashtray kit  
 Body side moldings

Cargo cross bars  
 Cargo net — envelope<sup>43</sup>  
 Cargo tote<sup>43</sup>  
 Cargo tray  
 Carpet cargo mat  
 Carpet floor mats<sup>47</sup>

Door edge guards  
 Emergency assistance kit  
 First aid kit  
 Illuminated doorsills  
 Lower console appliqué/shift appliqué  
 Paint protection film<sup>24</sup>

Rear bumper appliqué  
 Rear bumper protector  
 Universal tablet holder



Body side moldings



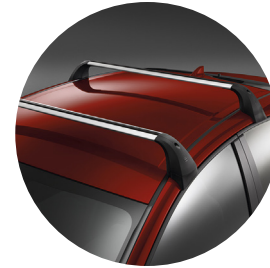
Rear bumper protector



Illuminated doorsills



15-in. "Hyper Black"  
 10-spoke alloy wheels



Cargo cross bars



Aero side splitter

Features<sup>1</sup>

	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>EXTERIOR</b>						
Bi-LED projector low- and high-beam headlights with auto-off feature	S	—	—	—	—	—
Bi-LED projector low- and high-beam headlights with auto on/off feature	—	S	S	S	S	S
LED Daytime Running Lights (DRL) with on/off feature	S	S	S	S	S	S
Integrated fog lights and LED accent lights	—	—	—	S	—	S
LED taillights and stop lights	S	S	S	S	S	S
Heated power outside mirrors with folding feature	S	S	S	S	S	S
Power tilt/slide moonroof with sliding sunshade	—	—	P	—	P	—
Color-keyed outside door handles	S	S	S	S	S	S
15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires	S	—	—	—	—	—
15-in. 5-spoke alloy wheels with two-tone wheel covers and P195/65R15 tires	—	S	S	—	S	—
17-in. 5-spoke alloy wheels with P215/45R17 tires	—	—	—	S	—	S
Touring grade unique rear bumper treatment	—	—	—	S	—	S
Intermittent rear window wiper	S	—	S	S	S	S
Washer-linked variable intermittent windshield wipers	S	S	S	S	—	—
Rain-sensing variable intermittent windshield wipers	—	—	—	—	S	S
Active grille shutter	S	S	S	S	S	S
Color-keyed roof-mounted shark-fin antenna	S	S	S	S	S	S
<b>INTERIOR</b>						
Smart-flow climate control system with pollen filtration	S	S	S	S	S	S
Integrated backup camera <sup>2</sup>	S	S	S	S	S	S
Entune™ Audio — includes the Entune™ Multimedia Bundle <sup>3</sup> (6.1-in. touch-screen display, AM/FM CD player, six speakers, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> hands-free phone capability, phone book access and music streaming <sup>7</sup> via <i>Bluetooth</i> <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , and integrated backup camera <sup>2</sup> display	S	S	—	—	—	—
Entune™ Premium Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes the Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player, six speakers, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> hands-free phone capability, phone book access and music streaming <sup>7</sup> via <i>Bluetooth</i> <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , Entune <sup>®</sup> App Suite <sup>11</sup> , HD Radio <sup>™12</sup> HD predictive traffic and Doppler weather overlay, AM/FM cache radio, SiriusXM <sup>®</sup> Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote <sup>®</sup> album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune™ services is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	S	S	S	S
Entune™ Premium JBL <sup>®</sup> Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes the Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player with MP3/WMA playback capability, ten JBL <sup>®</sup> GreenEdge™ speakers in six locations, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> hands-free phone capability, phone book access and music streaming <sup>7</sup> via <i>Bluetooth</i> <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , Entune <sup>®</sup> App Suite <sup>11</sup> , HD Radio <sup>™12</sup> HD predictive traffic and Doppler weather overlay, AM/FM cache radio, SiriusXM <sup>®</sup> Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote <sup>®</sup> album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune™ services is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	—	P	P
Entune <sup>®</sup> App Suite <sup>11</sup> — includes Destination Search, iHeartRadio, MovieTickets.com, OpenTable <sup>®</sup> , Pandora <sup>®14</sup> , Facebook Places, Yelp <sup>®</sup> and Slacker Radio; real-time info including traffic, weather, fuel prices, sports and stocks. Access to Entune™ services is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	S	S	S	S
4.2-in. color dual Multi-Information Display (MID) with customizable screens including Energy Monitor, Hybrid System Indicator and Eco Score, Eco Savings Record, Drive Monitor, Eco Wallet, Eco Diary, climate control, driver support systems, audio system content and navigation system content	S	S	S	S	S	S
Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat	S	S	S	—	—	—
SofTex <sup>®</sup> -trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat	—	—	—	S	—	—
SofTex <sup>®</sup> -trimmed heated front seats with seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 4-way adjustable front passenger seat	—	—	—	—	S	S
60/40 split fold-down rear seats with center armrest	S	S	S	S	S	S
Cruise control	S	S	S	S	S	S
Tilt/telescopic steering wheel with audio, Multi-Information Display (MID) and <i>Bluetooth</i> <sup>®8</sup> hands-free phone controls	S	S	—	—	—	—
SofTex <sup>®</sup> -trimmed tilt/telescopic steering wheel with audio, Multi-Information Display (MID) and <i>Bluetooth</i> <sup>®8</sup> hands-free phone controls	—	—	S	S	S	S
Upper door trim with chrome accent, soft-touch door armrest area with chrome accent interior door handles	S	S	—	—	—	—
Soft-touch upper door trim with chrome accent, SofTex <sup>®</sup> -trimmed door armrest area with chrome accent interior door handles	—	—	S	S	S	S
Digital instrumentation with speedometer, fuel gauge, odometer, current and average fuel economy, distance to empty, shift-position indicator and EV <sup>15,16</sup> /ECO/POWER Mode indicators	S	S	S	S	S	S

S = Standard — = Not available P = Available as part of a package

See numbered footnotes in Disclosures section.

**Features<sup>1</sup>** (continued)

	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>INTERIOR (continued)</b>						
Smart Key System <sup>17</sup> on driver's door with Push Button Start	S	—	—	—	—	—
Smart Key System <sup>17</sup> on three doors with Push Button Start and remote illuminated entry	—	S	S	S	S	S
Power windows with auto up/down	S	S	S	S	S	S
Power door locks	S	S	S	S	S	S
Auto-dimming rearview mirror with HomeLink <sup>®18</sup>	—	—	—	—	S	S
Dual sun visors with illuminated vanity mirrors	S	S	S	S	S	S
Black center console with armrest and storage compartment, white accent on steering wheel and shifter	S	S	—	—	—	—
White center console with armrest and storage compartment, white accent on steering wheel and shifter	—	—	S	S	S	S
Cargo area lightweight tonneau cover	S	S	S	S	—	—
Cargo area tonneau cover	—	—	—	—	S	S
Two 12V auxiliary power outlets (one front, one rear)	S	S	S	S	S	S
Rear dome light and cargo area light	S	S	S	S	S	S
Two front and two rear cupholders; two front and two rear bottle holders	S	S	S	S	S	S
Qi-compatible wireless smartphone charging <sup>19</sup> with charge indicator light	—	—	S	S	S	S
<b>SAFETY/CONVENIENCE</b>						
<b>STAR SAFETY SYSTEM</b> ™ Star Safety System™ — includes Enhanced Vehicle Stability Control (VSC) <sup>20</sup> Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) <sup>21</sup> and Smart Stop Technology <sup>®</sup> (SST) <sup>22</sup>	S	S	S	S	S	S
Driver and front passenger Advanced Airbag System <sup>23</sup>	S	S	S	S	S	S
Driver and front passenger front seat-mounted side airbags, passenger seat cushion airbag, driver's knee airbag, and front and rear curtain shield airbags <sup>23</sup>	S	S	S	S	S	S
LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on outboard rear seats and tether anchors on all rear seats	S	S	S	S	S	S
Tire Pressure Monitor System (TPMS) <sup>25</sup>	S	S	S	S	S	S
Vehicle Proximity Notification System (VPNS) <sup>26</sup>	S	S	S	S	S	S
Safety Connect <sup>®27</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)	—	—	—	—	P	P
Toyota Safety Sense™ P (TSS-P) <sup>28</sup> — Pre-Collision System <sup>29</sup> with Pedestrian Detection <sup>30</sup> (PCS w/PD), Lane Departure Alert <sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB) <sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC) <sup>33</sup>	—	—	P	S	P	S
Intelligent Clearance Sonar (ICS) <sup>34</sup> with Intelligent Parking Assist (IPA) <sup>35</sup>	—	—	—	—	P	P
Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator	—	—	P	—	P	—
Blind Spot Monitor (BSM) <sup>36</sup> and Rear Cross-Traffic Alert (RCTA) <sup>37</sup>	—	—	—	—	S	S
Hill Start Assist Control (HAC) <sup>38</sup>	S	S	S	S	S	S
Engine immobilizer <sup>39</sup>	S	S	S	S	S	S
<b>PACKAGES</b>						
<b>Premium Convenience Package</b>						
Intelligent Clearance Sonar (ICS) <sup>34</sup> with Intelligent Parking Assist (IPA) <sup>35</sup>	—	—	—	—	P	P
Entune™ Premium JBL® Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes the Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player with MP3/WMA playback capability, ten JBL® GreenEdge™ speakers in six locations, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> hands-free phone capability, phone book access and music streaming <sup>7</sup> via Bluetooth <sup>®8</sup> wireless technology), Siri® Eyes Free, <sup>9</sup> Entune® App Suite, <sup>11</sup> HD Radio, <sup>12</sup> HD predictive traffic and Doppler weather overlay, AM/FM cache radio, SiriusXM® Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote® album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune™ services is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	—	P	P
Safety Connect <sup>®27</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)	—	—	—	—	P	P
<b>Advanced Technology Package</b>						
Toyota Safety Sense™ P (TSS-P) <sup>28</sup> — Pre-Collision System <sup>29</sup> with Pedestrian Detection <sup>30</sup> (PCS w/PD), Lane Departure Alert <sup>31</sup> with Steering Assist (LDA w/SA), Auto High Beams (AHB) <sup>32</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC) <sup>33</sup>	—	—	P	—	P	—
Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator	—	—	P	—	P	—
Power tilt/slide moonroof with sliding sunshade	—	—	P	—	P	—

S = Standard — = Not available P = Available as part of a package

See numbered footnotes in Disclosures section.

## Specifications

MECHANICAL/PERFORMANCE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>ENGINE</b>						
Type: 1.8-Liter, 4-Cylinder Aluminum DOHC 16-Valve with Variable Valve Timing with intelligence (VVT-i), EV <sup>15,16</sup> /ECO/POWER Modes; 95 hp @ 5200 rpm (71 kW @ 5200 rpm), 105 lb.-ft. @ 3600 rpm (142 N•m @ 3600 rpm)	Standard	Standard	Standard	Standard	Standard	Standard
Compression ratio: 13.0:1	Standard	Standard	Standard	Standard	Standard	Standard
Induction system: Sequential multi-point EFI with Electronic Throttle Control System with intelligence (ETCS-i)	Standard	Standard	Standard	Standard	Standard	Standard
Emission rating: SULEV <sup>40</sup> with Advanced Technology Partial Zero Emission Vehicle (AT-PZEV) <sup>41</sup>	Standard	Standard	Standard	Standard	Standard	Standard
<b>ELECTRIC MOTOR</b>						
Motor type: Permanent magnet AC synchronous motor	Standard	Standard	Standard	Standard	Standard	Standard
Power output: 71 hp (53 kW)	Standard	Standard	Standard	Standard	Standard	Standard
Torque: 120 lb.-ft. (163 N•m)	Standard	Standard	Standard	Standard	Standard	Standard
Voltage: 600V maximum	Standard	Standard	Standard	Standard	Standard	Standard
Performance: Hybrid system net power: 121 hp (90kW)	Standard	Standard	Standard	Standard	Standard	Standard
<b>TRACTION BATTERY</b>						
Type: Sealed Nickel-Metal Hydride (Ni-MH) <sup>42</sup> — Voltage: 201.6V	Standard	NA	NA	NA	NA	NA
Type: Lithium-ion (Li-ion) — Voltage: 207.2V	NA	Standard	Standard	Standard	Standard	Standard
<b>TRANSMISSION</b>						
Electronically controlled Continuously Variable Transmission (ECVT)	Standard	Standard	Standard	Standard	Standard	Standard
<b>DRIVETRAIN</b>						
Front-Wheel Drive	Standard	Standard	Standard	Standard	Standard	Standard
<b>SUSPENSION</b>						
Independent MacPherson strut front suspension and double-wishbone rear suspension with front and rear stabilizer bars	Standard	Standard	Standard	Standard	Standard	Standard
<b>STEERING</b>						
Electric Power Steering (EPS); power-assisted rack-and-pinion	Standard	Standard	Standard	Standard	Standard	Standard
Turning circle diameter, curb to curb (ft.)	33.5	33.5	33.5	35.4	33.5	35.4
<b>BRAKE</b>						
Power-assisted ventilated front disc brakes; solid rear disc with integrated regenerative braking and Star Safety System™	Standard	Standard	Standard	Standard	Standard	Standard
<b>DIMENSIONS</b>						
<b>EXTERIOR DIMENSIONS (in.)</b>						
Overall height/width/length	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7
Wheelbase	106.3	106.3	106.3	106.3	106.3	106.3
Track (front/rear)	60.2/60.6	60.2/60.6	60.2/60.6	59.4/59.8	60.2/60.6	59.4/59.8
Overhang (front/rear)	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0
Ground clearance	5.1	5.1	5.1	5.1	5.1	5.1
Coefficient of drag (Cd)	0.24	0.24	0.24	0.24	0.24	0.24
<b>INTERIOR DIMENSIONS (front/rear) (in.)</b>						
Head room	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4
Shoulder room	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0
Hip room	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9
Leg room	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4



**Specifications** (continued)

<b>WEIGHTS/CAPACITIES</b>	<b>TWO</b>	<b>TWO ECO</b>	<b>THREE</b>	<b>THREE TOURING</b>	<b>FOUR</b>	<b>FOUR TOURING</b>
Curb weight (lb.)	3075	3010	3050	3080	3050	3080
Seating capacity	5	5	5	5	5	5
Passenger volume (cu. ft.)	93.1	93.1	93.1	93.1	93.1	93.1
Cargo volume (cu. ft.) <sup>43</sup>	24.6	27.4	24.6	24.6	27.4	27.4
Fuel tank (gal.)	11.3	11.3	11.3	11.3	11.3	11.3
<b>TIRES</b>						
Size						
P195/65R15	Standard	Standard	Standard	NA	Standard	NA
P215/45R17	NA	NA	NA	Standard	NA	Standard
Spare						
Temporary	Standard	NA	Standard	Standard	NA	NA
Tire repair kit	NA	Standard	NA	NA	Standard	Standard
<b>MILEAGE ESTIMATES (mpg city/highway/combined)<sup>44</sup></b>						
	54/50/52	58/53/56	54/50/52	54/50/52	54/50/52	54/50/52

**TOYOTA FINANCIAL SERVICES**



Toyota helps you get more out of every dollar you spend. By rewarding you for every purchase you make, the Toyota Rewards Visa® adds even more value to doing the things you love.

Turn everything you buy into points to redeem toward parts, accessories or an eligible vehicle purchase or lease at your Toyota dealer. Earn 5 points for every \$1 spent at participating Toyota dealers and 1 point for every \$1 spent everywhere else Visa is accepted.\*

Visit [www.toyotarewardsvisa.com](http://www.toyotarewardsvisa.com) for complete details.

Toyota Financial Services (TFS)<sup>†</sup> is a leading provider of automotive financial services, offering an extensive line of financing plans along with a variety of vehicle and payment protection products to Toyota customers and dealers in the U.S. For more information on TFS products and services, visit [www.toyotafinancial.com](http://www.toyotafinancial.com)

\*On approved credit. You must have a valid permanent home address in the 50 United States or the District of Columbia. Terms, conditions and restrictions apply and are fully described in the Toyota Rewards Visa Cardmember Agreement and the Toyota Rewards Program Terms and Conditions received with your card. Points earned are based on net purchases. Points-earning maximums apply and points will expire as described in the Rewards Terms and Conditions. Redemption only available at participating Toyota dealerships in the continental U.S. and Alaska. Points cannot be redeemed for cash. Please contact your participating Toyota dealer for information regarding restrictions your dealer may impose on the use of credit cards related to vehicle purchases or leases. The creditor and issuer of the Toyota Rewards Visa is Toyota Financial Savings Bank. Toyota Financial Services is a service mark used by Toyota Financial Savings Bank.

<sup>†</sup>Toyota Financial Services is a service mark for Toyota Motor Credit Corporation and Toyota Motor Insurance Services, Inc.

**WARRANTIES**

Every Toyota Car, Truck and SUV is built to exceptional standards. And that's not idle boasting. We back it up with these Limited Warranty Coverages:

**Basic:** 36 months/36,000 miles (all components other than normal wear and maintenance items).

**Hybrid-Related Component Coverage:** Hybrid-related components, including the HV battery, battery control module, hybrid control module and inverter with converter, are covered for 8 years/100,000 miles. The HV battery may have longer coverage under emissions warranty. Refer to applicable *Warranty and Maintenance Guide* for details.

**Powertrain:** 60 months/60,000 miles (engine, transmission/transaxle, drive system, seatbelts and airbags).

**Rust-Through:** 60 months/unlimited miles (corrosion perforation of sheet metal).

**Emissions:** Coverages vary under Federal and California regulations. Refer to applicable *Warranty and Maintenance Guide* for details.

Some vehicles are shown with available equipment. Seatbelts should be worn at all times. For details on vehicle specifications, standard features and available equipment in your area, contact your Toyota dealer. A vehicle with particular equipment may not be available at the dealership. Ask your Toyota dealer to help locate a specifically equipped vehicle.

All information presented herein is based on data available at the time of posting, is subject to change without notice and pertains specifically to mainland U.S.A. vehicles only. Prototypes shown. Actual production vehicles may vary.

**Accessories:** For Genuine Toyota Accessories purchased at the time of the new vehicle purchase, the Toyota Accessory Warranty coverage is in effect for 36 months/36,000 miles from the vehicle's in-service date, which is the same coverage as the Toyota New Vehicle Limited Warranty.

For Genuine Toyota Accessories purchased after the new vehicle purchase the coverage is 12 months, regardless of mileage, from the date the accessory was installed on the vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

You may be eligible for transportation assistance if it's necessary that your vehicle be kept overnight for repairs covered under warranty. Please see your authorized Toyota dealership for further details.

For complete details about Toyota's warranties, please visit [www.toyota.com](http://www.toyota.com), refer to the applicable *Warranty and Maintenance Guide* or see your Toyota dealer.

Toyota strives to build vehicles to match customer interest and thus they typically are built with popular options and option packages. Not all options/packages are available separately and some may not be available in all regions of the country. See [toyota.com](http://toyota.com) for information about options/packages commonly available in your area. If you would prefer a vehicle without any or with different options, contact your dealer to check for current availability or the possibility of placing a special order.

**CARS BUILT FOR THE WAY YOU LIVE**

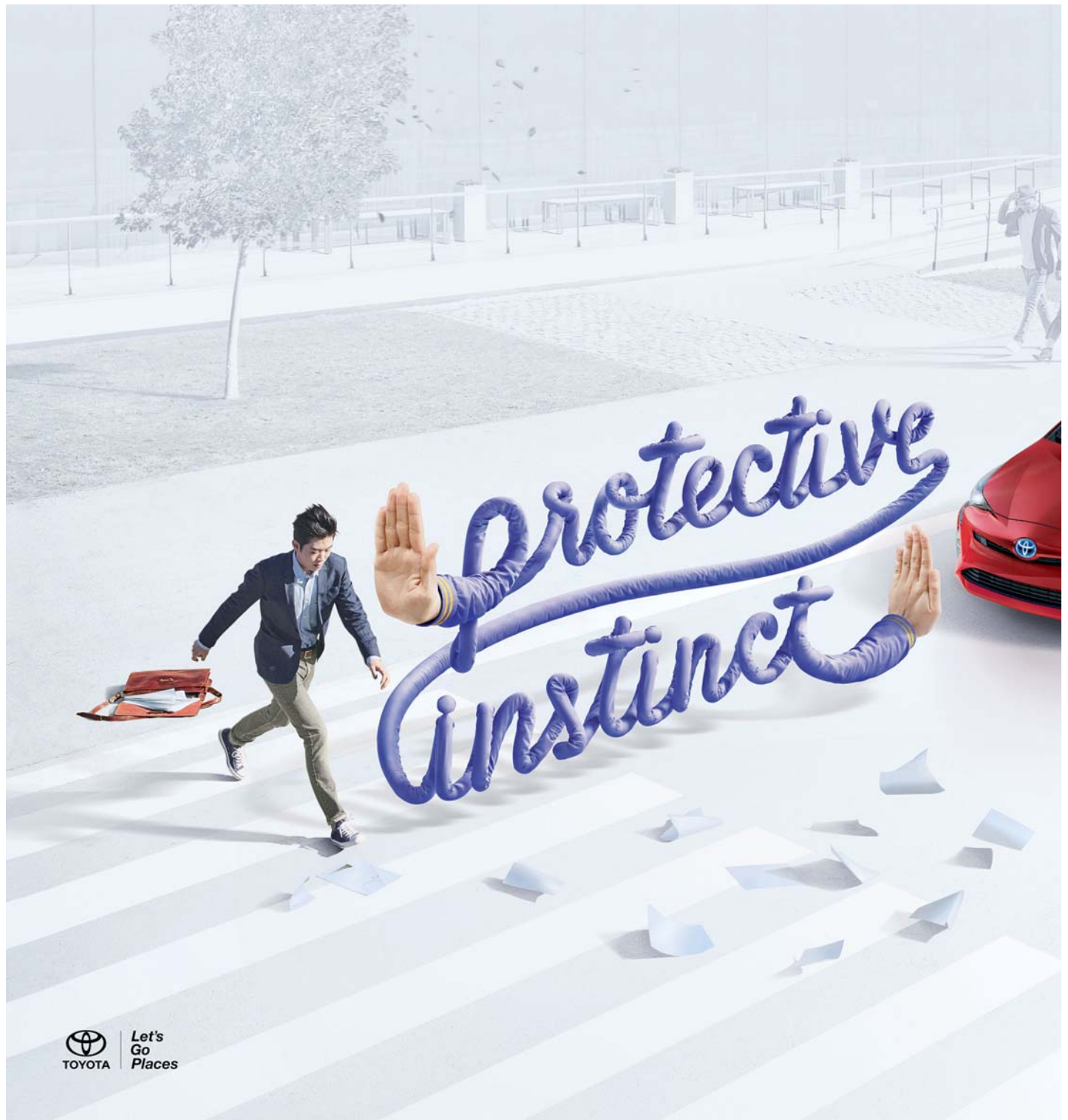
At Toyota, we build cars for how you live. From building advanced safety features designed to help prevent crashes to driving cross-country to understand how we can make your driving experience better, our work starts with understanding your needs. Building cars for how you live also means thinking about tomorrow — from fuel efficiency and environmental innovations, to things beyond cars, like a bicycle that you can control with your mind. And because what we learn building cars can help improve lives in other places, we do things like help communities rebuild their homes quickly after a disaster and work with soup kitchens to help them serve more people faster. Toyota. Built for how you live. Together we are going places.

**DISCLOSURES**

1. Toyota strives to build vehicles to match customer interest and thus they typically are built with popular options and option packages. Not all options/packages are available separately and some may not be available in all regions of the country. If you would prefer a vehicle with no or different options, contact your dealer to check for current availability or the possibility of placing a special order. 2. The backup camera does not provide a comprehensive view of the rear area of the vehicle. You should also look around outside your vehicle and use your mirrors to confirm rearward clearance. Cold weather will limit effectiveness and view may become cloudy. 3. Entune™ is a trademark of Toyota Motor Corporation. Always drive safely, obey traffic laws and focus on the road while driving. Services vary by phone/carrier. Functionality depends on many factors. Services subject to change. For enrollment and more details, see [toyota.com/entune](http://toyota.com/entune). 4. May not be compatible with all mobile phones, MP3/WMA players and like models. 5. iPod® and iPhone® are registered trademarks of Apple Inc. All rights reserved. 6. Advanced voice recognition capabilities vary by head unit. 7. Apps/services vary by phone/carrier; functionality depends on many factors. Select apps use large amounts of data; you are responsible for charges. Apps and services subject to change. See [toyota.com/entune](http://toyota.com/entune) for details. 8. Concentrating on the road should always be your first priority while driving. Do not use the hands-free phone system if it will distract you. The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by Toyota is under license. A compatible Bluetooth®-enabled phone must first be paired. Phone performance depends on software, coverage and carrier. 9. Always drive safely, obey traffic laws and focus on the road while driving. Siri® is available only on iPhone® 4S or later, iPad® with Retina™ display, iPad mini,™ and iPod touch® (5th generation) and requires Internet access. Siri® is not available in all languages or all areas, and features vary by area. Some Siri® functionality and commands are not accessible in the vehicle. Data charges may apply. See [apple.com](http://apple.com) and phone carrier for details. Siri® is a registered trademark of Apple Inc. 10. Be sure to obey traffic regulations and maintain awareness of road and traffic conditions at all times. Availability and accuracy of the information provided by the navigation system is dependent upon many factors. Use common sense when relying on information provided. Services and programming subject to change. Services not available in every city or roadway; updates may be available at an additional cost from your dealer. See your *Navigation System Owner's Manual* for details. 11. Be sure to obey traffic regulations and maintain awareness of road and traffic conditions at all times. Apps/services vary by phone/carrier; functionality depends on many factors. Select apps use large amounts of data; you are responsible for charges. Apps and services subject to change. See [toyota.com/entune](http://toyota.com/entune) for details. 12. Be sure to obey traffic regulations and maintain awareness of road and traffic conditions at all times. HD Radio™ Technology manufactured under license from iBiquity Digital Corporation U.S. and Foreign Patents. HD Radio,™ and the HD, HD Radio, and "Arc" logos are proprietary trademarks of iBiquity Digital Corp. 13. SiriusXM services require a subscription after 3-month trial period. **Subscriptions governed by SiriusXM Customer Agreement available at [www.siriusxm.com](http://www.siriusxm.com). If you decide to continue your SiriusXM service at the end of your complimentary trial, the plan you choose will automatically renew and bill at then-current rates until you call 1-866-635-2349 to cancel.** Fees and programming subject to change. Available only to those at least 18 years of age in the 48 contiguous United States and D.C. 14. PANDORA® the PANDORA® logo, and the Pandora trade dress are trademarks or registered trademarks of Pandora Media, Inc., used with permission. 15. EV Mode works under certain conditions at low speeds for up to a mile. Please see your Toyota vehicle *Owner's Manual* for further details. 16. CAUTION! When driving a hybrid vehicle, pay special attention to the area around the vehicle. Because there is little vehicle noise in electric-only mode, pedestrians, people riding bicycles or other people and vehicles in the area may not be aware of the vehicle starting off or approaching them, so take extra care while driving. 17. The Smart Key System may interfere with some pacemakers or cardiac defibrillators. If you have one of these medical devices, please talk to your doctor to see if you should deactivate this system. 18. HomeLink® and the HomeLink® house icon are registered trademarks of Gentex Corporation. 19. Qi wireless charging may not be compatible with all mobile phones, MP3/WMA players and like models. When using the wireless charging system, avoid placing metal objects between the wireless charger and the mobile device when charging is active. Doing so may cause metal objects to become hot and could cause burns. To prevent damage to devices, do not leave the devices in the vehicle. Temperature inside may become high, resulting in damage to the device. 20. Vehicle Stability Control (VSC) is an electronic system designed to help the driver maintain vehicle control under adverse conditions. It is not a substitute for safe driving practices. Factors including speed, road conditions and driver steering input can all affect whether VSC will be effective in preventing a loss of control. Please see your *Owner's Manual* for further details. 21. Brake Assist is designed to help the driver take full advantage of the benefits of ABS. It is not a substitute for safe driving practices. Braking effectiveness also depends on proper brake-system maintenance and tire and road conditions. 22. Smart Stop Technology® operates only in the event of certain simultaneous brake and accelerator pedal applications. When engaged, the system will reduce power to help the brakes bring the vehicle to a stop. Factors including speed, road conditions and driver input can all impact stopping distance. Smart Stop Technology® is not a substitute for safe and attentive driving and does not guarantee instant stopping. Please see your *Owner's Manual* for further details. 23. All the airbag (AB) systems are Supplemental Restraint Systems. All ABs (if installed) are designed to inflate only under certain conditions and in certain types of severe collisions: frontal and knee ABs typically inflate in frontal collisions; side and side curtain ABs in side collisions; Roll-Sensing Curtain ABs at a severe tilt degree, roll or lateral G-force. In all other accidents, the ABs will not inflate. To decrease the risk of injury from an inflating AB, always wear seatbelts, sit upright in the middle of the seat as far back as possible and do not lean against the door. Do not put objects in front of an AB or around the seatback. Do not use a rearward-facing child seat in any front passenger seat. The force of an inflating AB may cause serious injury or death. See your *Owner's Manual* for further information/warnings. 24. The Toyota Genuine Accessory Warranty will only apply when the installation is performed by a trained Toyota-approved installer. Please see dealer for details. 25. The Toyota Tire Pressure Monitor alerts the driver when tire pressure is critically low. For optimal tire wear and performance, tire pressure should be checked regularly with a gauge; do not rely solely on the monitor system. See your *Owner's Manual* for details. 26. This device is not a substitute for safe driving practices. It is the driver's responsibility to maintain a lookout for pedestrians, cyclists, other cars and objects and to drive the vehicle in a safe and prudent manner to avoid making contact. 27. Contact with the Safety Connect® response center is dependent upon cellular connection availability and GPS satellite signal reception, which can limit the ability to reach the response center or receive emergency service support. Enrollment and Subscription Service Agreement required. One-year trial subscription available only with new vehicle purchase of Safety Connect®-equipped vehicles. Additional subscription terms available; charges vary by subscription term selected. 28. Please refer to the *Owner's Manual* for more information and system limitations. 29. The Pre-Collision System is designed to help reduce the crash speed and damage in certain frontal collisions only. It is not a collision-avoidance system and is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, driver input and road conditions. See your *Owner's Manual* for further information. 30. The Pedestrian Detection System is designed to detect the presence of a pedestrian ahead of the vehicle, to determine if impact with the pedestrian is imminent and to help reduce impact speed. It is not a collision-avoidance system and is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, size and position of pedestrians, driver input and weather, light and road conditions. Please see your *Owner's Manual* for further information. 31. Lane Departure Alert is designed to read the lane markers under certain conditions, and provide visual and audible alerts when lane departure is detected. It is not a collision-avoidance system or a substitute for safe and attentive driving. Effectiveness depends on many factors. See *Owner's Manual* for more information. 32. The automatic high beam system operates at speeds above 21 mph. Situations such as a dirty windshield, variable weather, lighting conditions and hilly terrain will limit effectiveness, requiring the driver to manually turn off. See *Owner's Manual* for details. 33. Dynamic Radar Cruise Control is designed to assist the driver and is not a substitute for safe and attentive driving practices. Please see your *Owner's Manual* for important instructions and cautions. 34. Intelligent Clearance Sonar (ICS) is designed to assist drivers in avoiding potential collisions at speeds of 9 mph or less. Certain vehicle and environmental conditions, including an object's shape and composition, may affect the ability of the ICS to detect it. Always look around outside the vehicle and use mirrors to confirm clearance. See *Owner's Manual* for details. 35. Intelligent Parking Assist requires driver brake control. Always look around outside the vehicle and use mirrors to confirm clearance. 36. Do not rely exclusively on the Blind Spot Monitor. Always look over your shoulder and use your turn signal. There are several limitations to the function, detection, range and clarity of the monitor. For a complete list of limitations and directions regarding use of the monitor, please see the *Owner's Manual*. 37. Do not rely exclusively on the Rear Cross-Traffic Alert system. Always look over your shoulder and use your mirrors to confirm rear clearance. There are limitations to the function, detection, range and clarity of the system. To learn more, see your *Owner's Manual*. 38. HAC is designed to help minimize backward rolling on steep ascents. It is not a substitute for safe driving judgment and practices. Factors including grade, surface conditions and driver input can all affect whether HAC will be effective in preventing a loss of control. Please see your *Owner's Manual* for further details. 39. The engine immobilizer is a state-of-the-art anti-theft system. When you insert your key into the ignition switch or bring a Smart Key fob into the vehicle, the key transmits an electronic code to the vehicle. The engine will only start if the code in the transponder chip inside the key/fob matches the code in the vehicle's immobilizer. Because the transponder chip is embedded in the key/fob, it can be costly to replace. If you lose a key or fob, your Toyota dealer can help, or you can find a qualified independent locksmith to perform high-security key services by consulting your local Yellow Pages or by contacting [www.aloa.org](http://www.aloa.org). 40. Meets Tier 2/Bin 3 Federal emissions standard. 41. AT-PZEV rated by the California Air Resources Board. Meets Tier 2/Bin 3 Federal emissions standard. For more information please visit [www.arb.ca.gov](http://www.arb.ca.gov). 42. Hybrid vehicle battery expected life is 150,000 miles based on laboratory bench testing. 43. Cargo and load capacity limited by weight and distribution. 44. 2016 EPA-estimated city/highway/combined mileage. Actual mileage will vary. 45. 2016 Prius Two Eco EPA 58 city/53 hwy/56 combined mpg estimates. Actual mileage will vary. 46. 2016 Prius EPA 54 city/50 hwy/52 combined mpg estimates. Actual mileage will vary. 47. This floor mat was designed specifically for use in your model and model year vehicle and SHOULD NOT be used in any other vehicle. To avoid potential interference with pedal operation, each mat must be secured with its fasteners. Do not install a floor mat on top of an existing floor mat.



# **EXHIBIT B**



 **TOYOTA** | *Let's  
Go  
Places*



# **EXHIBIT C**



# 2017 Prius





# Let's shatter all expectations. The 2017 Toyota Prius.

Take everyone by surprise. The 2017 Prius is hitting streets with a daring, edgy look that continues to set trends. Its sleek shape, sculpted character lines and dynamic LED lighting attract all the right attention. An inviting interior, with soft-touch materials and advanced technology, gives everyone plenty of room to stretch out and get comfy. And when the roads get twisty, the double-wishbone style multi-link rear suspension and athletic stance ensure that this hybrid is always up for some fun. Best of all, it all comes in a package with an available EPA estimate of up to 58 mpg city.<sup>43</sup> Efficiency never looked so good. Let's go places.



Four Touring shown in Hypersonic Red<sup>44</sup> with available Premium Convenience Package.

See numbered footnotes in Disclosures section.



—  
“The food is perfect,  
and the decorations are on point.  
This dinner party will be one to remember.”  
—



DESIGNED TO PERFORM

# The road ahead is full of twists and turns. Let the fun begin.

Find more excitement around every corner. Prius is engineered to give you a comfortable and exhilarating ride. Its double-wishbone style multi-link rear suspension helps soak up the bumps and keeps Prius feeling sure-footed. A lower center of gravity and increased body rigidity help make this our most agile Prius yet. And with sporty touches like a shark-fin antenna, this hybrid is never afraid to show off its athletic side. So when you find your favorite winding road, you'll always be ready to go.



## LED TAILLIGHTS

Turn heads whether you're coming or going. LED taillights are more efficient, shine bright and help complete the stylish look.



## 17-IN. ALLOY WHEELS

Let's make a statement with every journey. Available 17-in. alloy wheels add the right amount of attitude and ensure that this hybrid grabs attention wherever it goes.



## LED LIGHTING

Prius features Bi-LED elements in the headlights, available integrated fog lights and accent lights, making front-end lighting that is as dramatic as it is efficient.



DESIGNED TO PERFORM



Four Touring shown in Blue Crush Metallic with available Premium Convenience Package.

# With tech this smart, you're ready to take on the city.

Prius helps you stay connected with the available Entune™ Premium Audio with Integrated Navigation<sup>10</sup> and App Suite.<sup>11</sup> With an available 7-in. high-resolution touch-screen with split-screen display, you can take control of your playlist, find movie tickets and make restaurant reservations, get turn-by-turn directions and more. The available illuminated entry welcomes you each time you get inside. And with the standard Smart Key System,<sup>16</sup> you can easily lock and unlock the driver's-side door by touching the door handle and start Prius with just the push of a button.



## QI-COMPATIBLE WIRELESS CHARGING<sup>18</sup>

No wires. Total convenience. With available Qi-compatible wireless smartphone charging, simply place your Qi-compatible smartphone or other compatible device on the nonslip surface to charge it up wirelessly.



## BLUETOOTH<sup>®</sup> WIRELESS TECHNOLOGY

*Bluetooth*<sup>®</sup> connectivity lets you make hands-free phone calls and wirelessly stream music from your compatible phone or compatible MP3 player.<sup>7</sup>



## COLOR HEAD-UP DISPLAY (HUD)

The available color Head-Up Display uses aircraft-inspired technology to project important information right on the windshield. This full-color display can show your speed, Hybrid System Indicator info and give turn-by-turn directions.

INTERIOR TECHNOLOGIES



Four Touring interior shown in Black SofTex® trim with available Premium Convenience Package.

# Get more of what you want, inside and out.

The futuristic cabin of Prius has been optimized to give everyone room to relax. The front seats are designed to provide plenty of comfort on those long drives. Its cockpit-inspired dash is easy to use and packed with functional tech, keeping you in command of all the fun. And with an available 8-way power-adjustable driver's seat, finding that perfect driving position has never been easier.



## INTELLIGENT CLEARANCE SONAR (ICS)<sup>32</sup>

When parking, this available system scans for stationary objects, like walls or posts. Should the system anticipate a collision, it will emit an audible and visible alert, reduce engine or motor output, and automatically apply the brakes if needed. And with advanced side-collision detection, Prius can help you get in and out of parking spots with plenty of room to spare.



## INTELLIGENT PARKING ASSIST (IPA)<sup>33</sup>

When you find an open parking spot, activate available Intelligent Parking Assist to help make parking a breeze. The system will automatically control the steering and help guide you in.



## INTEGRATED BACKUP CAMERA<sup>11</sup>

When you're in Reverse, the standard backup camera helps by giving you a view of what's happening in the rear. This feature is helpful when you're parking in a tight spot or backing up.



CONVENIENT TECHNOLOGY



Four Touring interior shown in Moonstone SofTex® trim with available Premium Convenience Package.

INTERIOR CONVENIENCE

# An inviting space designed around you.

Step into ultimate comfort and style. The smartly designed interior of Prius gives you and your friends plenty of room to stretch out. Its center console has been shaped to give everyone more room up front, and intelligent seat design makes the rear seats a relaxing place to hang out too. And with plenty of cargo space, you'll never have to leave those gotta-have items behind. So no matter what your day may bring, Prius is ready to help you handle it all.

## VERSATILE INTERIOR SEATS

With up to 27.4 cu. ft. of cargo space behind the rear seats,<sup>41</sup> Prius lets you bring more of your favorite things along for the ride. Need to carry more stuff? No problem. Fold the 60/40 rear seats down for up to 65.5 cu. ft. of total cargo space.<sup>41</sup>



## SMART-FLOW CLIMATE CONTROL SYSTEM

Not too hot, not too cold. The smart-flow climate control system helps keep the cabin feeling just right. It's an intelligent system too. When you're driving by yourself, you can choose to heat or cool just the front passenger area, helping increase the overall efficiency of Prius.



## HEATED FRONT SEATS

Settle in and enjoy some personalized comfort. Prius is available with SofTex<sup>®</sup>-trimmed heated front seats, so when the weather gets chilly, the simple press of a button brings added warmth.



See numbered footnotes in Disclosures section.



INTERIOR CONVENIENCE



Four Touring shown in Hypersonic Red<sup>44</sup> with available Premium Convenience Package.

See numbered footnotes in Disclosures section.



# Athletic style. Optimal efficiency.

This beauty is more than skin deep – the striking look of Prius helps it easily slip through the wind. Its sleek lines, aero stabilizing fins and underbody panels all work together to help reduce wind resistance. Up front, the active grille shutter automatically opens and closes to help optimize airflow and reduce engine warm-up time. And with its ultra-low coefficient of drag, Prius helps you get more mpg from every drive.



## ESTIMATED 58 MPG<sup>43</sup>

The 2017 Prius is one of our most efficient yet, with high-density batteries, light hybrid system components and an advanced gasoline engine. All these systems work together to help you go farther with less fuel. Our Prius Two Eco grade takes this efficiency even further with up to an EPA-estimated 58 mpg city.



## DRIVE MODES

Prius has different modes for different types of driving. ECO Mode helps maximize fuel economy. EV Mode<sup>13</sup> drives solely on battery power for up to one-half mile under certain conditions. And POWER Mode increases throttle response for additional get-up-and-go.



## DUAL MULTI-INFORMATION DISPLAY (MID)

The 4.2-in. color dual Multi-Information Display screens are customizable, so you can keep an eye on the information that matters most to you. A quick glance can show you real-time driving data, tips to help you improve your ECO savings, and more.

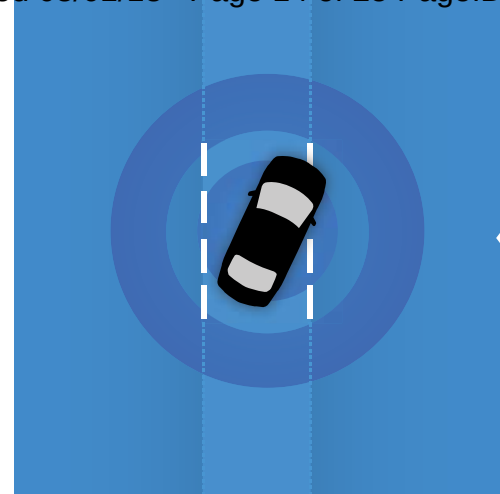
HYBRID EFFICIENCY



Two Eco shown in Blue Crush Metallic.

# Integrated safety to help support your drive.

The road can be unpredictable. That's why every new 2017 Prius comes standard with Toyota Safety Sense™ P (TSS-P).<sup>26</sup> This active safety package combines Pre-Collision System<sup>27</sup> with Pedestrian Detection<sup>28</sup> (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA),<sup>29</sup> Automatic High Beams (AHB),<sup>30</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>31</sup> to assist you. TSS-P's comprehensive features create in-the-moment safety designed to support your awareness and decision-making on the road.

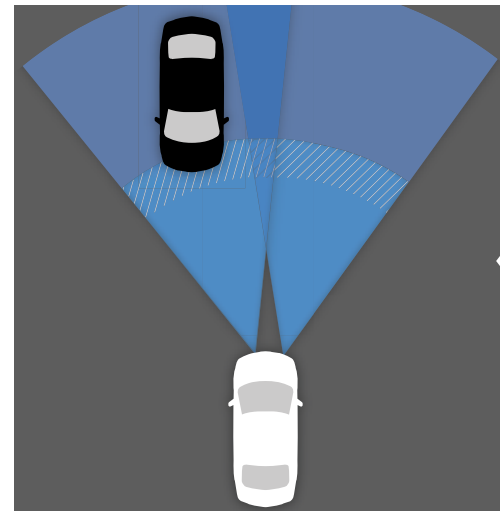


## LANE DEPARTURE ALERT WITH STEERING ASSIST (LDA w/SA)<sup>29</sup>

If an inadvertent lane departure is detected and there are visible lane markings, the Lane Departure Alert system will issue both an audible alert and visual warning on the MID screen. If the system determines that the driver is not taking corrective action, the Steering Assist function will initiate and provide gentle corrective steering when necessary to help keep the vehicle in the lane.

## PRE-COLLISION SYSTEM<sup>27</sup> WITH PEDESTRIAN DETECTION<sup>28</sup> (PCS w/PD)

Pre-Collision System with Pedestrian Detection helps keep the road safe by detecting a vehicle or pedestrians in certain situations. By combining millimeter-wave radar with a camera capable of shape recognition, the system provides an audible warning and a display notification to alert you of a possible collision with a pedestrian under certain circumstances. If you don't react, automatic braking support helps mitigate the potential for a collision.



## AUTOMATIC HIGH BEAMS (AHB)<sup>30</sup>

Enhance visibility and help make nighttime driving safe. This system uses a camera to help detect oncoming vehicles as far away as 2000 feet and, depending on the circumstances, it can automatically switch the high beams on and off, helping make it easier for other drivers on the road.



SAFETY TECHNOLOGY



Left to right: **Four** shown in Blue Crush Metallic with available Advanced Technology Package; **Four Touring** shown in Hypersonic Red<sup>44</sup> with available Premium Convenience Package. See numbered footnotes in Disclosures section.

# Peace of mind for the journey ahead.

Let's help make every road trip a safe one. Every new Prius comes standard with the Star Safety System,<sup>™</sup> our advanced integration of safety technologies that includes Enhanced Vehicle Stability Control (VSC),<sup>19</sup> Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)<sup>20</sup> and Smart Stop Technology<sup>®</sup> (SST).<sup>21</sup> And with eight standard airbags,<sup>22</sup> plus technologies like available Safety Connect,<sup>®25</sup> you can rest assured that Prius has got your back.



## RAIN-SENSING WINDSHIELD WIPERS

Don't let foul weather put a damper on your drive. The available rain-sensing variable intermittent windshield wipers on Prius automatically adjust their speed to match the amount of rain hitting the windshield and the speed of the car. Just set the wipers to "auto," and Prius does the rest.



## BLIND SPOT MONITOR (BSM)<sup>34</sup>

If Prius detects a vehicle in its blind spot, the available Blind Spot Monitor system alerts you through an illuminated indicator on the appropriate outside mirror.



## REAR CROSS-TRAFFIC ALERT (RCTA)<sup>35</sup>

When you slowly back out of a driveway or parking spot, the available Rear Cross-Traffic Alert is designed to provide an audible indicator to help warn you of approaching vehicles.

## PRIUS MODELS



## ONE

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup>

**Exterior Features**

- Bi-LED projector low- and high-beam headlights with auto-off feature
- LED Daytime Running Lights (DRL) with on/off feature
- LED taillights and stop lights
- 15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires
- Washer-linked variable intermittent windshield wipers
- Heated power outside mirrors with folding feature
- Active grille shutter
- Color-keyed roof-mounted shark-fin antenna

**Interior Features**

- Smart-flow climate control system with humidity sensor and pollen filtration mode
- Entune™ Audio
- Center console with armrest and storage compartment, white accent on steering wheel and shifter
- 4.2-in. color dual Multi-Information Display (MID)
- Tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and *Bluetooth*<sup>®</sup> hands-free phone controls
- 60/40 split fold-down rear seats with center armrest
- Fabric-trimmed front seats; 6-way adjustable driver's seat; 4-way adjustable front passenger seat
- Cruise control
- Smart Key System<sup>16</sup> on driver's door with Push Button Start
- Cargo area lightweight tonneau cover
- Two 12V auxiliary power outlets (one front, one rear)
- Power windows with auto up/down
- Integrated backup camera<sup>2</sup>
- Tire repair kit

**Safety Features**

- Eight airbags<sup>22</sup>
- Star Safety System™ — includes Enhanced Vehicle Stability Control (VSC)<sup>19</sup> Traction Control (TRAC), 4-wheel Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)<sup>20</sup> and Smart Stop Technology® (SST)<sup>21</sup>
- Toyota Safety Sense™ P (TSS-P)<sup>26</sup> — Pre-Collision System<sup>27</sup> with Pedestrian Detection<sup>28</sup> (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA)<sup>29</sup> Automatic High Beams (AHB)<sup>30</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>31</sup>



## TWO/TWO Eco

Adds to or replaces features offered on ONE

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup> (Prius Two only)
- 58 city/53 highway estimated mpg<sup>43</sup> (Prius Two Eco only)

**Exterior Features**

- Bi-LED projector low- and high-beam headlights with auto on/off feature (Prius Two Eco only)
- 15-in. 5-spoke alloy wheels with two-tone wheel covers and P195/65R15 tires
- Intermittent rear window wiper (Prius Two only)

**Interior Features**

- Smart Key System<sup>16</sup> on remote illuminated entry (Prius Two Eco only)
- Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat
- Cargo area lightweight tonneau cover (Prius Two only)
- Temporary spare tire (Prius Two only)
- Tire repair kit (Prius Two Eco only)

**Packages**

- Appearance Package (Prius Two only)
  - Piano-black side-skirt rocker panels
  - Two-tone (black and gunmetal) front and rear bumpers
- Safety Plus Package (included on Prius Two only at no charge)
  - Blind Spot Monitor (BSM)<sup>34</sup> and Rear Cross-Traffic Alert (RCTA)<sup>35</sup>
  - Intelligent Clearance Sonar (ICS)<sup>32</sup> with Intelligent Parking Assist (IPA)<sup>33</sup>



## THREE

Adds to or replaces features offered on TWO

**Powertrain**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup>

**Exterior Features**

- Bi-LED projector low- and high-beam headlights with auto on/off feature

**Interior Features**

- Entune™ Premium Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
- Smart Key System<sup>16</sup> on three doors with Push Button Start and remote illuminated entry
- Qi-compatible wireless smartphone charging<sup>18</sup> with charge indicator light
- SofTex®-trimmed tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and *Bluetooth*<sup>®</sup> hands-free phone controls
- Temporary spare tire

**Packages**

- Advanced Technology Package
  - Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator
  - Power tilt/slide moonroof with sliding sunshade
- Appearance Package
  - Piano-black side-skirt rocker panels
  - Two-tone (black and gunmetal) front and rear bumpers
- Safety Plus Package (included on this model at no charge)
  - Blind Spot Monitor (BSM)<sup>34</sup> and Rear Cross-Traffic Alert (RCTA)<sup>35</sup>
  - Intelligent Clearance Sonar (ICS)<sup>32</sup> with Intelligent Parking Assist (IPA)<sup>33</sup>



## PRIUS MODELS



## THREE Touring

Adds to or replaces features offered on THREE

### Powertrain

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup>

### Exterior Features

- Integrated fog lights and LED accent lights
- LED clearance lights
- 17-in. 5-spoke alloy wheels with P215/45R17 tires
- Unique rear bumper treatment

### Interior Features

- SofTex®-trimmed front seats with seatback pockets and 6-way adjustable driver's seat; 4-way adjustable front passenger seat

### Packages

- Appearance Package
  - Piano-black side-skirt rocker panels
  - 17-in. 5-spoke alloy wheels with gunmetal wheel inserts and P215/45R17 tires
  - Two-tone (black and gunmetal) front and rear bumpers
- Safety Plus Package (included on this model at no charge)
  - Blind Spot Monitor (BSM)<sup>34</sup> and Rear Cross-Traffic Alert (RCTA)<sup>35</sup>
  - Intelligent Clearance Sonar (ICS)<sup>32</sup> with Intelligent Parking Assist (IPA)<sup>33</sup>



## FOUR

Adds to or replaces features offered on THREE

### Powertrain

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup>

### Exterior Features

- Rain-sensing variable intermittent windshield wipers

### Interior Features

- SofTex®-trimmed heated front seats with seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 4-way adjustable front passenger seat
- Auto-dimming rearview mirror with HomeLink®<sup>17</sup>
- Cargo area tonneau cover
- Tire repair kit

### Safety Features

- Blind Spot Monitor (BSM)<sup>34</sup> and Rear Cross-Traffic Alert (RCTA)<sup>35</sup>

### Packages

- Premium Convenience Package
  - Entune™ Premium JBL® Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
  - Safety Connect®<sup>25</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)
- Advanced Technology Package
  - Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator
  - Power tilt/slide moonroof with sliding sunshade
- Appearance Package
  - Piano-black side-skirt rocker panels
  - Two-tone (black and gunmetal) front and rear bumpers
- Safety Plus Package 2 (included on this model at no charge)
  - Intelligent Clearance Sonar (ICS)<sup>32</sup> with Intelligent Parking Assist (IPA)<sup>33</sup>



## FOUR Touring

Adds to or replaces features offered on FOUR

### Powertrain

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive®
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 city/50 highway estimated mpg<sup>45</sup>

### Exterior Features

- Integrated fog lights and LED accent lights
- LED clearance lights
- 17-in. 5-spoke alloy wheels with P215/45R17 tires
- Unique rear bumper treatment

### Packages

- Premium Convenience Package
  - Entune™ Premium JBL® Audio with Integrated Navigation<sup>10</sup> and App Suite<sup>11</sup>
  - Safety Connect®<sup>25</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)
- Appearance Package
  - Piano-black side-skirt rocker panels
  - 17-in. 5-spoke alloy wheels with gunmetal wheel inserts and P215/45R17 tires
  - Two-tone (black and gunmetal) front and rear bumpers
- Safety Plus Package 2 (included on this model at no charge)
  - Intelligent Clearance Sonar (ICS)<sup>32</sup> with Intelligent Parking Assist (IPA)<sup>33</sup>



COLOR/TRIM/WHEELS\*

# Color



Midnight Black Metallic

Blue Crush Metallic



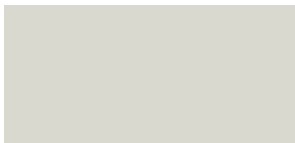
Sea Glass Pearl

Hypersonic Red<sup>44</sup>



Magnetic Gray Metallic

Classic Silver Metallic



Blizzard Pearl<sup>44</sup>

# Trim

ONE, TWO, TWO Eco and THREE fabric



Black

Moonstone

Harvest Beige

THREE Touring and FOUR Touring SofTex®



Black

Moonstone

FOUR SofTex®



Black

Moonstone

Harvest Beige

# Wheels



ONE 15-in. 5-spoke alloy wheels with full wheel covers



TWO, TWO Eco, THREE and FOUR 15-in. 5-spoke alloy wheels with two-tone wheel covers



THREE Touring and FOUR Touring 17-in. 5-spoke alloy wheels

\*Not all colors and trims available on all model grades. See dealer for details. See numbered footnotes in Disclosures section.

ACCESSORIES

A wide range of Genuine Toyota Accessories is available to help make driving your Prius even more fun. Now your Prius can reflect your personal style. There's something for everyone. Some accessories may not be available in all regions of the country. For a complete list of accessories, go to [toyota.com/prius](http://toyota.com/prius).

15-in. "Hyper Black" 10-spoke alloy wheels  
 Aero side splitter  
 Alloy wheel locks  
 All-weather floor liners<sup>46</sup>  
 Ashtray kit  
 Body side moldings

Cargo cross bars  
 Cargo net — envelope<sup>41</sup>  
 Cargo tote<sup>41</sup>  
 Cargo tray  
 Carpet cargo mat  
 Carpet floor mats<sup>46</sup>

Door edge guards  
 Emergency assistance kit  
 First aid kit  
 Illuminated doorsills  
 Lower console appliqué/shift appliqué  
 Paint protection film<sup>47</sup>

Rear bumper appliqué  
 Rear bumper protector  
 Universal tablet holder



Body side moldings



Rear bumper protector



Illuminated doorsills



15-in. "Hyper Black" 10-spoke alloy wheels



Cargo cross bars



Aero side splitters



Rear bumper appliqué



All-weather floor liners<sup>46</sup>


FEATURES<sup>1</sup>

	ONE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>EXTERIOR</b>							
Bi-LED projector low- and high-beam headlights with auto-off feature	S	S	—	—	—	—	—
Bi-LED projector low- and high-beam headlights with auto on/off feature	—	—	S	S	S	S	S
LED Daytime Running Lights (DRL) with on/off feature	S	S	S	S	S	S	S
Integrated fog lights and LED accent lights	—	—	—	—	S	—	S
LED taillights and stop lights	S	S	S	S	S	S	S
LED clearance lights	—	—	—	—	S	—	S
Heated power outside mirrors with folding feature	S	S	S	S	S	S	S
Power tilt/slide moonroof with sliding sunshade	—	—	—	P	—	P	—
Color-keyed outside door handles	S	S	S	S	S	S	S
15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires	S	—	—	—	—	—	—
15-in. 5-spoke alloy wheels with two-tone wheel covers and P195/65R15 tires	—	S	S	S	—	S	—
17-in. 5-spoke alloy wheels with P215/45R17 tires	—	—	—	—	S	—	S
17-in. 5-spoke alloy wheels with gunmetal wheels inserts and P215/45R17 tires	—	—	—	—	P	—	P
Piano-black side-skirt rocker panels	—	P	—	P	P	P	P
Two-tone (black and gunmetal) front and rear bumpers	—	P	—	P	P	P	P
Touring grade unique rear bumper treatment	—	—	—	—	S	—	S
Intermittent rear window wiper	—	S	—	S	S	S	S
Washer-linked variable intermittent windshield wipers	S	S	S	S	S	—	—
Rain-sensing variable intermittent windshield wipers	—	—	—	—	—	S	S
Active grille shutter	S	S	S	S	S	S	S
Color-keyed roof-mounted shark-fin antenna	S	S	S	S	S	S	S
<b>INTERIOR</b>							
Smart-flow climate control system with pollen filtration	S	S	S	S	S	S	S
Integrated backup camera <sup>2</sup>	S	S	S	S	S	S	S
Entune™ Audio — includes Entune™ Multimedia Bundle <sup>3</sup> (6.1-in. touch-screen display, AM/FM CD player, six speakers, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> , hands-free phone capability, phone book access and music streaming <sup>7</sup> via Bluetooth <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , and integrated backup camera <sup>2</sup> display	S	S	S	—	—	—	—
Entune™ Premium Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player, six speakers, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> , hands-free phone capability, phone book access and music streaming <sup>7</sup> via Bluetooth <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , Entune <sup>®</sup> App Suite <sup>11</sup> HD Radio <sup>TM12</sup> Technology, HD Predictive Traffic and Doppler Weather overlay, AM/FM cache radio, SiriusXM <sup>®</sup> Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote <sup>®</sup> album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune <sup>®</sup> App Suite <sup>11</sup> is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	S	S	S	S
Entune™ Premium JBL <sup>®</sup> Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player with MP3/WMA playback capability, ten JBL <sup>®</sup> GreenEdge™ speakers in six locations, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod <sup>®5</sup> connectivity and control, advanced voice recognition <sup>6</sup> , hands-free phone capability, phone book access and music streaming <sup>7</sup> via Bluetooth <sup>®8</sup> wireless technology), Siri <sup>®</sup> Eyes Free <sup>9</sup> , Entune <sup>®</sup> App Suite <sup>11</sup> HD Radio <sup>TM12</sup> Technology, HD Radio <sup>TM</sup> Predictive Traffic and Doppler Weather overlay, AM/FM cache radio, SiriusXM <sup>®</sup> Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote <sup>®</sup> album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune <sup>®</sup> App Suite <sup>11</sup> is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	—	—	P	P
Entune <sup>®</sup> App Suite <sup>11</sup> — includes Destination Search, iHeartRadio, MovieTickets.com, OpenTable <sup>®</sup> , Pandora <sup>®14</sup> , Facebook Places, Yelp <sup>®</sup> and Slacker Radio; real-time info including traffic, weather, fuel prices, sports and stocks. Access to Entune <sup>®</sup> App Suite <sup>11</sup> is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	S	S	S	S
4.2-in. color dual Multi-Information Display (MID) with customizable screens including Energy Monitor, Hybrid System Indicator and Eco Score, Eco Savings Record, Drive Monitor, Eco Wallet, Eco Diary, climate control, driver support systems, audio system content and navigation system content	S	S	S	S	S	S	S
Fabric-trimmed front seats; 6-way adjustable front passenger seat	S	—	—	—	—	—	—
Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat	—	S	S	S	—	—	—
SofTex <sup>®</sup> -trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat	—	—	—	—	S	—	—
SofTex <sup>®</sup> -trimmed heated front seats with seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 4-way adjustable front passenger seat	—	—	—	—	—	S	S
60/40 split fold-down rear seats with center armrest	S	S	S	S	S	S	S
Cruise control	S	S	S	S	S	S	S
Tilt/telescopic steering wheel with audio, Multi-Information Display (MID) and Bluetooth <sup>®8</sup> hands-free phone controls	S	S	S	—	—	—	—

See numbered footnotes in Disclosures section.

S = Standard — = Not available P = Available as part of a package

FEATURES<sup>1</sup> (continued)

	ONE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>INTERIOR (continued)</b>							
SofTex <sup>®</sup> -trimmed tilt/telescopic steering wheel with audio, Multi-Information Display (MID) and Bluetooth <sup>®</sup> hands-free phone controls	—	—	—	S	S	S	S
Upper door trim with chrome accent, soft-touch door armrest area with chrome accent interior door handles	S	S	S	—	—	—	—
Soft-touch upper door trim with chrome accent, SofTex <sup>®</sup> -trimmed door armrest area with chrome accent interior door handles	—	—	—	S	S	S	S
Digital instrumentation with speedometer, fuel gauge, odometer, current and average fuel economy, distance to empty, shift-position indicator and EV <sup>19</sup> /ECO/POWER Mode indicators	S	S	S	S	S	S	S
Smart Key System <sup>16</sup> on driver's door with Push Button Start	S	S	—	—	—	—	—
Smart Key System <sup>16</sup> on three doors with Push Button Start and remote illuminated entry	—	—	S	S	S	S	S
Power windows with auto up/down	S	S	S	S	S	S	S
Power door locks	S	S	S	S	S	S	S
Auto-dimming rearview mirror with HomeLink <sup>®17</sup>	—	—	—	—	—	S	S
Dual sun visors with illuminated vanity mirrors	S	S	S	S	S	S	S
White accent on steering wheel and shifter	S	S	S	S	S	S	S
Matte-black center console with armrest and storage compartment	S	S	S	—	—	—	—
Semi-gloss black center console with armrest and storage compartment (available on Harvest Beige and Black interiors only)	—	—	—	S	S	S	S
White center console with armrest and storage compartment (available on Moonstone interiors only)	—	—	—	S	S	S	S
Cargo area lightweight tonneau cover	S	S	—	S	S	—	—
Cargo area tonneau cover	—	—	—	—	—	S	S
Two 12V auxiliary power outlets (one front, one rear)	S	S	S	S	S	S	S
Rear dome light and cargo area light	S	S	S	S	S	S	S
Two front and two rear cupholders; two front and two rear bottle holders	S	S	S	S	S	S	S
Qi-compatible wireless smartphone charging <sup>18</sup> with charge indicator light	—	—	—	S	S	S	S
<b>SAFETY/CONVENIENCE</b>							
 Star Safety System <sup>TM</sup> — includes Enhanced Vehicle Stability Control (VSC) <sup>19</sup> Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) <sup>20</sup> and Smart Stop Technology <sup>®</sup> (SST) <sup>21</sup>	S	S	S	S	S	S	S
Driver and front passenger Advanced Airbag System <sup>22</sup>	S	S	S	S	S	S	S
Driver and front passenger front seat-mounted side airbags, passenger seat cushion airbag, driver's knee airbag, and front and rear curtain shield airbags <sup>22</sup>	S	S	S	S	S	S	S
LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on outboard rear seats and tether anchors on all rear seats	S	S	S	S	S	S	S
Tire Pressure Monitor System (TPMS) <sup>23</sup>	S	S	S	S	S	S	S
Vehicle Proximity Notification System (VPNS) <sup>24</sup>	S	S	S	S	S	S	S
Safety Connect <sup>®25</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)	—	—	—	—	—	P	P
Toyota Safety Sense <sup>TM</sup> P (TSS-P) <sup>26</sup> — Pre-Collision System <sup>27</sup> with Pedestrian Detection <sup>28</sup> (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA) <sup>29</sup> , Automatic High Beams (AHB) <sup>30</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC) <sup>31</sup>	S	S	S	S	S	S	S
Intelligent Clearance Sonar (ICS) <sup>32</sup> with Intelligent Parking Assist (IPA) <sup>33</sup>	—	P	—	P	P	P	P
Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator	—	—	—	P	—	P	—
Blind Spot Monitor (BSM) <sup>34</sup> and Rear Cross-Traffic Alert (RCTA) <sup>35</sup>	—	P	—	P	P	S	S
Hill Start Assist Control (HAC) <sup>36</sup>	S	S	S	S	S	S	S
Engine immobilizer <sup>37</sup>	S	S	S	S	S	S	S

See numbered footnotes in Disclosures section.

S = Standard — = Not available P = Available as part of a package

FEATURES<sup>1</sup> (continued)

PACKAGES	ONE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>Premium Convenience Package</b>							
Entune™ Premium JBL® Audio with Integrated Navigation <sup>10</sup> and App Suite <sup>11</sup> — includes Entune™ Multimedia Bundle <sup>3</sup> (7-in. high-resolution touch-screen with split-screen display, AM/FM CD player with MP3/WMA playback capability, ten JBL® GreenEdge™ speakers in six locations, auxiliary audio jack, USB 2.0 port <sup>4</sup> with iPod® <sup>5</sup> connectivity and control, advanced voice recognition <sup>6</sup> , hands-free phone capability, phone book access and music streaming <sup>7</sup> via Bluetooth® <sup>8</sup> wireless technology), Siri® Eyes Free <sup>9</sup> , Entune® App Suite <sup>11</sup> , HD Radio™ <sup>12</sup> Technology, HD Radio™ Predictive Traffic and Doppler Weather overlay, AM/FM cache radio, SiriusXM® Satellite Radio <sup>13</sup> with 3-month complimentary SiriusXM All Access trial, Gracenote® album cover art, and integrated backup camera <sup>2</sup> display. Access to Entune® App Suite <sup>11</sup> is subscription-free. See <a href="http://toyota.com/entune">toyota.com/entune</a> for details.	—	—	—	—	—	P	P
Safety Connect® <sup>25</sup> — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. (Complimentary one-year trial subscription.)	—	—	—	—	—	P	P
<b>Advanced Technology Package</b>							
Color Head-Up Display (HUD) with speedometer, navigation and Hybrid System Indicator	—	—	—	P	—	P	—
Power tilt/slide moonroof with sliding sunshade	—	—	—	P	—	P	—
<b>Appearance Package</b>							
Piano-black side-skirt rocker panels	—	P	—	P	P	P	P
17-in. 5-spoke alloy wheels with gunmetal wheel inserts and P215/45R17 tires	—	—	—	—	P	—	P
Two-tone (black and gunmetal) front and rear bumpers	—	P	—	P	P	P	P
<b>Safety Plus Package (included on these models at no charge)</b>							
Blind Spot Monitor (BSM) <sup>34</sup> and Rear Cross-Traffic Alert (RCTA) <sup>35</sup>	—	P	—	P	P	—	—
Intelligent Clearance Sonar (ICS) <sup>32</sup> with Intelligent Parking Assist (IPA) <sup>33</sup>	—	P	—	P	P	—	—
<b>Safety Plus Package 2 (included on these models at no charge)</b>							
Intelligent Clearance Sonar (ICS) <sup>32</sup> with Intelligent Parking Assist (IPA) <sup>33</sup>	—	—	—	—	—	P	P

S = Standard — = Not available P = Available as part of a package

SPECIFICATIONS

MECHANICAL/PERFORMANCE	ONE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>ENGINE</b>							
Type: 1.8-Liter, 4-Cylinder Aluminum DOHC 16-Valve with Variable Valve Timing with intelligence (VVT-i), EV <sup>15</sup> /ECO/POWER Modes; 95 hp @ 5200 rpm (71 kW @ 5200 rpm), 105 lb.-ft. @ 3600 rpm (142 N•m @ 3600 rpm)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Compression ratio: 13.0:1	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Induction system: Sequential multi-point EFI with Electronic Throttle Control System with intelligence (ETCS-i)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Emission rating: SULEV <sup>38</sup> with Advanced Technology Partial Zero Emission Vehicle (AT-PZEV) <sup>39</sup>	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>ELECTRIC MOTOR</b>							
Motor type: Permanent magnet AC synchronous motor	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Power output: 71 hp (53 kW)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Torque: 120 lb.-ft. (163 N•m)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Voltage: 600V maximum	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Performance: Hybrid system net power: 121 hp (90kW)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>TRACTION BATTERY</b>							
Type: Sealed Nickel-Metal Hydride (Ni-MH) <sup>40</sup> — Voltage: 201.6V	Standard	Standard	NA	NA	NA	NA	NA
Type: Lithium-ion (Li-ion) — Voltage: 207.2V	NA	NA	Standard	Standard	Standard	Standard	Standard
<b>TRANSMISSION</b>							
Electronically controlled Continuously Variable Transmission (ECVT)	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>DRIVETRAIN</b>							
Front-Wheel Drive	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>SUSPENSION</b>							
Independent MacPherson strut front suspension and double-wishbone style multi-link rear suspension with front and rear stabilizer bars	Standard	Standard	Standard	Standard	Standard	Standard	Standard

See numbered footnotes in Disclosures section.



## SPECIFICATIONS (continued)

MECHANICAL/PERFORMANCE (CONT.)	ONE	TWO	TWO ECO	THREE	THREE TOURING	FOUR	FOUR TOURING
<b>STEERING</b>							
Electric Power Steering (EPS); power-assisted rack-and-pinion	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Turning circle diameter, curb to curb (ft.)	33.5	33.5	33.5	33.5	35.4	33.5	35.4
<b>BRAKE</b>							
Power-assisted ventilated front disc brakes; solid rear disc with integrated regenerative braking and Star Safety System™	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>DIMENSIONS</b>							
<b>EXTERIOR DIMENSIONS (in.)</b>							
Overall height/width/length	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7	58.1/69.3/178.7
Wheelbase	106.3	106.3	106.3	106.3	106.3	106.3	106.3
Track (front/rear)	60.2/60.6	60.2/60.6	60.2/60.6	60.2/60.6	59.4/59.8	60.2/60.6	59.4/59.8
Overhang (front/rear)	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0	37.4/35.0
Ground clearance	5.1	5.1	5.1	5.1	5.1	5.1	5.1
Coefficient of drag (Cd)	0.24	0.24	0.24	0.24	0.24	0.24	0.24
<b>INTERIOR DIMENSIONS (front/rear) (in.)</b>							
Head room	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4	39.4/37.4
Shoulder room	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0	55.0/53.0
Hip room	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9	53.4/51.9
Leg room	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4	42.3/33.4
<b>WEIGHTS/CAPACITIES</b>							
Curb weight (lb.)	3075	3075	3010	3050	3080	3050	3080
Seating capacity	5	5	5	5	5	5	5
Passenger volume (cu. ft.)	93.1	93.1	93.1	93.1	93.1	93.1	93.1
Cargo volume (cu. ft.) <sup>41</sup>	24.6	24.6	27.4	24.6	24.6	27.4	27.4
Fuel tank (gal.)	11.3	11.3	11.3	11.3	11.3	11.3	11.3
<b>TIRES</b>							
Size							
P195/65R15	Standard	Standard	Standard	Standard	NA	Standard	NA
P215/45R17	NA	NA	NA	NA	Standard	NA	Standard
Spare							
Temporary	Standard	Standard	NA	Standard	Standard	NA	NA
Tire repair kit	NA	NA	Standard	NA	NA	Standard	Standard
<b>MILEAGE ESTIMATES (mpg city/highway/combined)<sup>42</sup></b>							
	54/50/52	54/50/52	58/53/56 <sup>43</sup>	54/50/52	54/50/52	54/50/52	54/50/52

**WARRANTIES**

Every Toyota Car, Truck and SUV is built to exceptional standards. And that's not idle boasting. We back it up with these Limited Warranty Coverages:

**Basic:** 36 months/36,000 miles (all components other than normal wear and maintenance items).

**Hybrid-Related Component Coverage:** Hybrid-related components, including the HV battery, battery control module, hybrid control module and inverter with converter, are covered for 8 years/100,000 miles. The HV battery may have longer coverage under emissions warranty. Refer to applicable *Warranty and Maintenance Guide* for details.

**Powertrain:** 60 months/60,000 miles (engine, transmission/transaxle, drive system, seatbelts and airbags).

**Rust-Through:** 60 months/unlimited miles (corrosion perforation of sheet metal).

**Emissions:** Coverages vary under Federal and California regulations. Refer to applicable *Warranty and Maintenance Guide* for details.

**Accessories:** For Genuine Toyota Accessories purchased at the time of the new vehicle purchase, the Toyota Accessory Warranty coverage is in effect for 36 months/36,000 miles from the vehicle's in-service date, which is the same coverage as the Toyota New Vehicle Limited Warranty.

For Genuine Toyota Accessories purchased after the new vehicle purchase the coverage is 12 months, regardless of mileage, from the date the accessory was installed on the vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

You may be eligible for transportation assistance if it's necessary that your vehicle be kept overnight for repairs covered under warranty. Please see your authorized Toyota dealership for further details.

For complete details about Toyota's warranties, please visit [www.toyota.com](http://www.toyota.com), refer to the applicable *Warranty and Maintenance Guide* or see your Toyota dealer.



**CARS BUILT FOR THE WAY YOU LIVE**

At Toyota, we build cars for how you live. From building advanced safety features designed to help prevent crashes to driving cross-country to understand how we can make your driving experience better, our work starts with understanding your needs. Building cars for how you live also means thinking about tomorrow — from fuel efficiency and environmental innovations, to things beyond cars, like a bicycle that you can control with your mind. And because what we learn building cars can help improve lives in other places, we do things like help communities rebuild their homes quickly after a disaster and work with soup kitchens to help them serve more people faster. Toyota. Built for how you live. Together we are going places.

**DISCLOSURES**

1. Toyota strives to build vehicles to match customer interest and thus they typically are built with popular options and option packages. Not all options/packages are available separately and some may not be available in all regions of the country. If you would prefer a vehicle with no or different options, contact your dealer to check for current availability or the possibility of placing a special order. 2. The backup camera does not provide a comprehensive view of the rear area of the vehicle. You should also look around outside your vehicle and use your mirrors to confirm rearward clearance. Environmental conditions may limit effectiveness and view may become obscured. See *Owner's Manual* for details. 3. Entune™ is a trademark of Toyota Motor Corporation. Always drive safely, obey traffic laws and focus on the road while driving. Services vary by phone/carrier. Functionality depends on many factors. Services subject to change. For enrollment and more details, see [toyota.com/entune](http://toyota.com/entune). 4. May not be compatible with all mobile phones, MP3/WMA players and like models. 5. iPod® and iPhone® are registered trademarks of Apple Inc. All rights reserved. 6. Advanced voice recognition capabilities vary by head unit. 7. Apps/services vary by phone/carrier; functionality depends on many factors. Select apps use large amounts of data; you are responsible for charges. Apps and services subject to change. See [toyota.com/entune](http://toyota.com/entune) for details. 8. Concentrating on the road should always be your first priority while driving. Do not use the hands-free phone system if it will distract you. The *Bluetooth®* word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by Toyota is under license. A compatible *Bluetooth®*-enabled phone must first be paired. Phone performance depends on software, coverage and carrier. 9. Always drive safely, obey traffic laws and focus on the road while driving. Siri® is available only on iPhone® 4S or later, iPad® with Retina® display, iPad mini™ and iPod touch® (5th generation) and requires Internet access. Siri® is not available in all languages or all areas, and features vary by area. Some Siri® functionality and commands are not accessible in the vehicle. Data charges may apply. See [apple.com](http://apple.com) and phone carrier for details. Siri® is a registered trademark of Apple Inc. 10. Availability and accuracy of the information provided by the navigation system is dependent upon many factors. Use common sense when relying on information provided. Services and programming subject to change. Services not available in every city or roadway. Updates may be available from your dealer at an additional cost. See *Owner's Manual* for details. 11. Be sure to obey traffic regulations and maintain awareness of road and traffic conditions at all times. Apps/services vary by phone/carrier; functionality depends on many factors. Select apps use large amounts of data; you are responsible for charges. Apps and services subject to change. See [toyota.com/entune](http://toyota.com/entune) for details. 12. Be sure to obey traffic regulations and maintain awareness of road and traffic conditions at all times. HD Radio™ Technology manufactured under license from iBiquity Digital Corporation U.S. and Foreign Patents. HD Radio™ and the HD, HD Radio, and “Arc” logos are proprietary trademarks of iBiquity Digital Corp. 13. SiriusXM services require a subscription after 3-month trial period. **Subscriptions governed by SiriusXM Customer Agreement available at [www.siriusxm.com](http://www.siriusxm.com). If you decide to continue your SiriusXM® service at the end of your complimentary trial, the plan you choose will automatically renew and bill at then-current rates until you call 1-866-635-2349 to cancel.** Fees and programming subject to change. Available only to those at least 18 years of age in the 48 contiguous United States and D.C. 14. PANDORA®, the PANDORA® logo, and the Pandora trade dress are trademarks or registered trademarks of Pandora Media, Inc., used with permission. 15. CAUTION! When driving a hybrid vehicle, pay special attention to the area around the vehicle. Because there is little vehicle noise in electric mode, pedestrians, people riding bicycles or other people and vehicles in the area may not be aware of the vehicle starting off or approaching them, so take extra care while driving. EV Mode works under certain conditions at low speeds for up to a mile. See *Owner's Manual* for details. 16. The Smart Key System may interfere with some pacemakers or cardiac defibrillators. If you have one of these medical devices, please talk to your doctor to see if you should deactivate this system. 17. HomeLink® and the HomeLink® house icon are registered trademarks of Gentex Corporation. 18. Qi wireless charging may not be compatible with all mobile phones, MP3/WMA players and like models. When using the wireless charging system, avoid placing metal objects between the wireless charger and the mobile device when charging is active. Doing so may cause metal objects to become hot and could cause burns. To prevent damage to devices, do not leave the devices in the vehicle. Temperature inside may become high, resulting in damage to the device. 19. Vehicle Stability Control is an electronic system designed to help the driver maintain vehicle control under adverse conditions. It is not a substitute for safe driving practices. Factors including speed, road conditions and driver steering input can all affect whether VSC will be effective in preventing a loss of control. See *Owner's Manual* for details. 20. Brake Assist is designed to help the driver take full advantage of the benefits of ABS. It is not a substitute for safe driving practices. Braking effectiveness also depends on proper brake-system maintenance and tire and road conditions. See *Owner's Manual* for details. 21. Smart Stop Technology® operates only in the event of certain contemporaneous brake and accelerator pedal applications. When engaged, the system will reduce power to help the brakes bring the vehicle to a stop. Factors including speed, road conditions and driver input can all impact stopping distance. Smart Stop Technology® is not a substitute for safe and attentive driving and does not guarantee instant stopping. See *Owner's Manual* for details. 22. All the airbag systems are Supplemental Restraint Systems. All airbags (if installed) are designed to inflate only under certain conditions and in certain types of severe collisions: typically, frontal and knee airbags inflate in frontal collisions, side torso and side curtain airbags inflate in side collisions and roll-sensing curtain airbags inflate at a severe roll angle or roll rate. To decrease the risk of injury from an inflating airbag, always wear seatbelts, sit upright in the middle of the seat as far back as possible and do not lean against the door. Do not put objects in front of an airbag or around the seatback. Do not use a rearward-facing child seat in any front passenger seat. The force of an inflating airbag may cause serious injury or death. See your *Owner's Manual* for further information/warnings. 23. The Toyota Tire Pressure Monitor alerts the driver when tire pressure is critically low. For optimal tire wear and performance, tire pressure should be checked regularly with a gauge; do not rely solely on the monitor system. See *Owner's Manual* for details. 24. This device is not a substitute for safe driving practices. It is the driver's responsibility to maintain a lookout for pedestrians, cyclists, other cars and objects and to drive the vehicle in a safe and prudent manner to avoid making contact. 25. Contact with the Safety Connect® response center is dependent upon the telematics device being in operative condition, cellular connection availability, navigation map data and GPS satellite signal reception, which can limit the ability to reach the response center or receive emergency service support. Enrollment and Telematics Subscription Service Agreement required. A variety of subscription terms is available; charges vary by subscription term selected. 26. Drivers should always be responsible for their own safe driving. Please always pay attention to your surroundings and drive safely. Depending on the conditions of roads, vehicles, weather, etc., the system(s) may not work as intended. See *Owner's Manual* for details. 27. The TSS Pre-Collision System is designed to help avoid or reduce the crash speed and damage in certain frontal collisions only. It is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, driver input and road conditions. See *Owner's Manual* for details. 28. The Pedestrian Detection system is designed to detect a pedestrian ahead of the vehicle, determine if impact is imminent and help reduce impact speed. It is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, size and position of pedestrians, driver input and weather, light and road conditions. See *Owner's Manual* for details. 29. Lane Departure Alert with Steering Assist is designed to read lane markers under certain conditions. It provides a visual and audible alert and slight steering force when lane departure is detected. It is not a collision-avoidance system or a substitute for safe and attentive driving. Effectiveness depends on many factors. See *Owner's Manual* for details. 30. Automatic High Beams operate at speeds above 25 mph. Factors such as a dirty windshield, weather, lighting and terrain limit effectiveness, requiring the driver to manually operate the high beams. See *Owner's Manual* for details. 31. Dynamic Radar Cruise Control is designed to assist the driver and is not a substitute for safe and attentive driving practices. System effectiveness depends on many factors, such as weather, traffic and road conditions. See *Owner's Manual* for details. 32. Intelligent Clearance Sonar (ICS) is designed to assist drivers in avoiding potential collisions at speeds of 9 mph or less. Certain vehicle and environmental factors, including an object's shape and composition, may affect the ability of the ICS to detect it. Always look around outside the vehicle and use mirrors to confirm clearance. See *Owner's Manual* for details. 33. The Intelligent Parking Assist system requires driver brake control. Always look around outside the vehicle and use mirrors to confirm clearance. 34. Do not rely exclusively on the Blind Spot Monitor. Always look over your shoulder and use your turn signal. There are limitations to the function, detection, range and clarity of the monitor. See *Owner's Manual* for details. 35. Do not rely exclusively on the Rear Cross-Traffic Alert system. Always look over your shoulder and use your mirrors to confirm rear clearance. There are limitations to the function, detection, range and clarity of the system. See *Owner's Manual* for details. 36. Hill Start Assist Control is designed to help minimize backward rolling on steep ascents. It is not a substitute for safe driving judgment and practices. Factors including grade, surface conditions and driver input can all affect whether HAC will be effective in preventing a loss of control. See *Owner's Manual* for details. 37. The engine immobilizer is a state-of-the-art anti-theft system. When you insert your key into the ignition switch or bring a Smart Key fob into the vehicle, the key transmits an electronic code to the vehicle. The engine will only start if the code in the transponder chip inside the key/fob matches the code in the vehicle's immobilizer. Because the transponder chip is embedded in the key/fob, it can be costly to replace. If you lose a key or fob, your Toyota dealer can help, or you can find a qualified independent locksmith to perform high-security key services by consulting your local Yellow Pages or by contacting [www.aloa.org](http://www.aloa.org). 38. Meets Tier 2/Bin 3 Federal emissions standard. 39. AT-PZEV rated by the California Air Resources Board. Meets Tier 2/Bin 3 Federal emissions standard. For more information please visit [www.arb.ca.gov](http://www.arb.ca.gov). 40. Hybrid vehicle battery expected life is 150,000 miles based on laboratory bench testing. 41. Cargo and load capacity limited by weight and distribution. 42. 2017 EPA-estimated city/highway/combined mileage. Actual mileage will vary. 43. 2017 Prius Two Eco EPA 58 city/53 hwy/56 combined mpg estimates. Actual mileage will vary. 44. Extra-cost color. 45. 2017 Prius EPA 54 city/50 hwy/52 combined mpg estimates. Actual mileage will vary. 46. This floor mat was designed specifically for use in your model and model year vehicle and SHOULD NOT be used in any other vehicle. To avoid potential interference with pedal operation, each mat must be secured with its fasteners. Do not install a floor mat on top of an existing floor mat. 47. The Toyota Genuine Accessory Warranty will only apply when the installation is performed by a trained Toyota-approved installer. Please see dealer for details.

Some vehicles are shown with available equipment. Seatbelts should be worn at all times. For details on vehicle specifications, standard features and available equipment in your area, contact your Toyota dealer. A vehicle with particular equipment may not be available at the dealership. Ask your Toyota dealer to help locate a specifically equipped vehicle.

All information presented herein is based on data available at the time of posting, is subject to change without notice and pertains specifically to mainland U.S.A. vehicles only. Prototypes shown. Actual production vehicles may vary.

# **EXHIBIT D**



PRIUS  
2 0 1 7



WARRANTY &  
MAINTENANCE GUIDE

## SAFETY PRECAUTIONS

Your Prius has both high-voltage DC and AC systems as well as a 12-volt system. Both DC and AC high voltage are very dangerous and can cause personal injury, severe burns, electric shock and even fatal injury.

To avoid personal injury, please follow all caution labels attached to high-voltage parts. Do not touch or attempt to remove or replace any high-voltage (orange-colored) wiring and connectors. Do not touch the service plug located in the driver's side trim of the trunk.

If an accident occurs, do not touch any high-voltage wiring, connectors or parts such as the inverter unit or hybrid vehicle battery assembly.

Do not touch the potassium hydroxide electrolyte that might spill or leak from the hybrid vehicle battery as the result of an accident. If potassium hydroxide electrolyte gets on your skin or in your eyes, neutralize it immediately with a saturated boric acid solution (ratio: 80 grams boric acid to two liters water). Seek immediate medical attention.

If a vehicle fire occurs, extinguish it with a Class D powder-type fire extinguisher.

Toyota recommends having maintenance and repairs for your Prius performed by an authorized Toyota dealership. To locate your nearest authorized Toyota dealership, contact the Toyota Customer Experience Center at (800) 331-4331 or log on to [www.toyota.com](http://www.toyota.com).



**T**hank 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](http://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

To update your contact information and vehicle ownership status, please visit **[www.toyota.com/ownerupdate](http://www.toyota.com/ownerupdate)**. Your vehicle's VIN will be required to start the update process.

You may also enroll to receive the following useful information and benefits at **[toyota.com/owners](http://toyota.com/owners)**:

- Access to Owner's Manuals and Maintenance Guides
- View Your Vehicle's Service History
- Explore How-to videos and more



**A**t 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.

**B**oth 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.



**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 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.

## 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](http://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.

**W**e 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 2017 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.

**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.

## Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. (“Toyota”), a California corporation, P.O. Box 259001, Plano, Texas 75025-9001.

## Which Vehicles Are Covered

These warranties apply to all 2017 model year Prius 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.



## 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

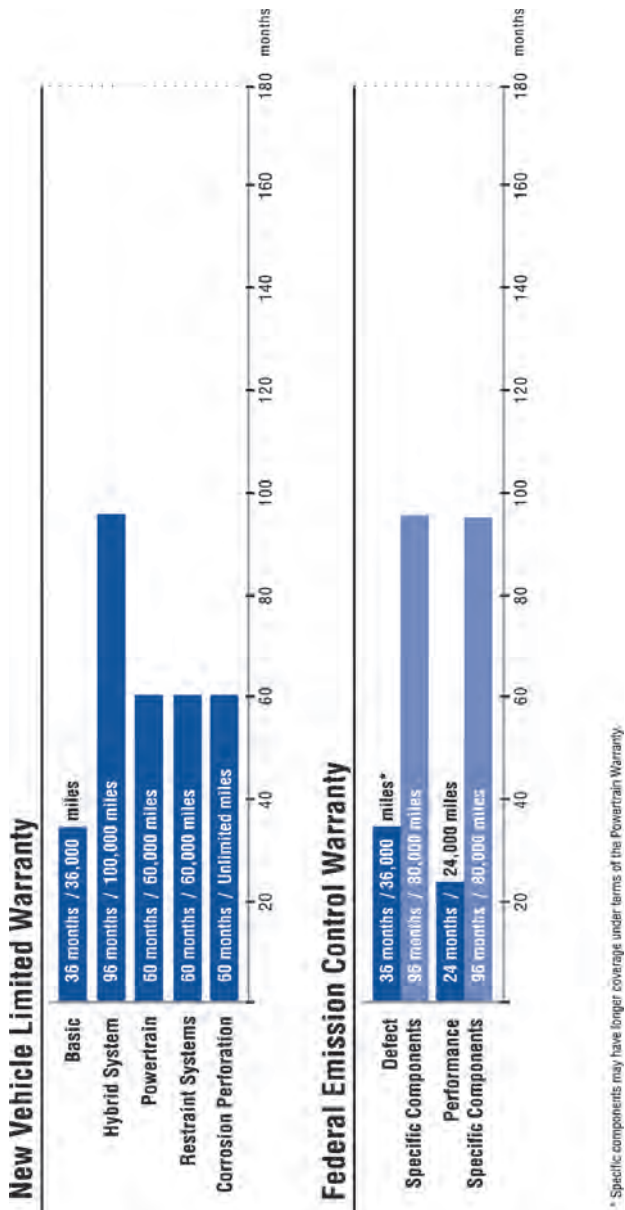
The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

**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.

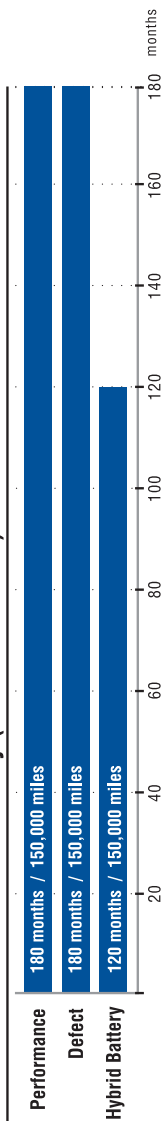
## Your Rights Under State Law

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

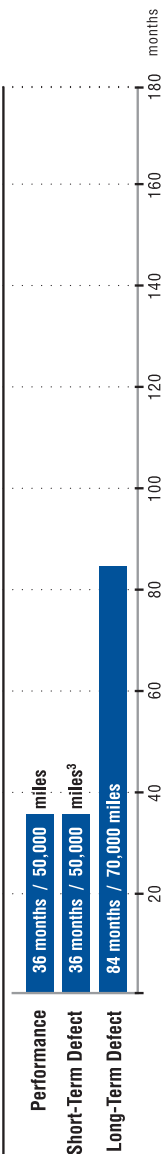
## WARRANTY COVERAGE AT A GLANCE



### California Emission Control Warranty (selected states)<sup>1</sup>



### Delaware, Pennsylvania and Washington Vehicles Only<sup>2</sup>



<sup>1</sup> Applies to California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Rhode Island and Vermont Vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

<sup>2</sup> Applies to Delaware, Pennsylvania 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.

<sup>3</sup> Specific components may have longer coverage under terms of the Powertrain 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 15-16.

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.

### Hybrid System Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of the components listed here and supplied by Toyota, subject to the exceptions indicated under “What Is Not Covered” on pages 15-16.

- Battery control module (battery voltage sensor)
- Hybrid battery
- Hybrid control module (power management control module)
- Inverter with converter

Coverage is for 96 months or 100,000 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 15-16.

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, valve covers, oil pan, oil pump, engine mounts, engine control computer, water pump, fuel pump, seals and gaskets.

#### Transaxle/Motor/Generator

Case and all internal parts, transaxle mounts, 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.

## 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 15-16.

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

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

## Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under “What Is Not Covered” on pages 15-16.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, refer to sections related to maintenance and 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 and fuel 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 30.

## Normal Wear and Tear

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



## Maintenance Expense

Normal maintenance services such as:

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

## Vehicles With Altered Odometer

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

## Salvage or Total-Loss Vehicles

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

## Incidental Damages

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

### Disclaimer of Extra Expenses and Damages

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

## DISPUTE 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

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 19 -20 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 19-20 have coverage of eight years or 80,000 miles, whichever occurs first.

## 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
- 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

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

## Hybrid System

- Battery control module (battery voltage sensor) (8/80)\*
- Battery thermistor
- Generator
- Hybrid battery\*
- Hybrid control module (power management control module) (8/80)\*
- Inverter with converter\*
- Motor
- System main relay and battery current sensor

## 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

\* Covered under the Hybrid System Warranty for eight years or 100,000 miles, whichever occurs first.

† 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.

## 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.



## 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 33, “Obtaining Warranty Service.”

## IF YOU HAVE QUESTIONS

If you have questions or concerns about your federal emission warranty coverage, please refer to “If You Need Assistance” on pages 5–6. 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 24). Currently, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington are the other states to which the California Emission Control Warranty applies.

## 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:

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Month	Day	Year
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**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.

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Dealership Name

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, New York, 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 18).

## YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board (CARB) and Toyota are pleased to explain the emission control system warranty for your 2017 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.

## MANUFACTURER'S WARRANTY COVERAGE

### Selected States <sup>1</sup>

For 15 years or 150,000 miles, whichever occurs first: <sup>2</sup>

- 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.
- Subject to the specific terms pertaining to maintenance described on the following pages, if any emissions-related part is defective, the part will be repaired or replaced by Toyota. This is your Emission Control System DEFECT WARRANTY.

### Delaware, Pennsylvania and Washington Vehicles Only <sup>3</sup>

- 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 19-20 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 27 is defective, the part will be repaired or replaced by Toyota. This is your LONG-TERM Emission Control System DEFECT WARRANTY.

<sup>1</sup> Applies to California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Rhode Island and Vermont vehicles equipped with a California Certified Emission Control System.

<sup>2</sup> Warranty coverage for the hybrid battery is 10 years or 150,000 miles, whichever occurs first.

<sup>3</sup> Applies to Delaware, Pennsylvania and Washington vehicles equipped with a California Certified Emission Control 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, Suite 4, El Monte, CA 91731, (800) 242-4450.

## 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 (DELAWARE, PENNSYLVANIA AND WASHINGTON VEHICLES ONLY\*)

The parts listed here are covered for seven years or 70,000 miles, whichever occurs first.

### Air/Fuel Metering System

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

### Air Induction System

- Intake manifold

### Catalyst System

- Exhaust front pipe (including catalytic converter)
- Exhaust manifold

### EGR System

- EGR valve

### Evaporative Control System

- Charcoal canister
- Fuel tank

### Hybrid System

- Battery<sup>†</sup>
- Battery control computer (battery voltage sensor)
- HV control module<sup>†</sup>
- Inverter with converter<sup>†</sup>
- Transaxle (including motor and generator)

## 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.

\* Applies to Delaware, Pennsylvania and Washington vehicles equipped with a California Certified Emission Control Warranty.

<sup>†</sup> Covered under the Hybrid System Warranty for eight years or 100,000 miles, whichever occurs first.



## 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 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 33, "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 33 for details.

## 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 page 5. You may also request information from or report complaints to:

California Air Resources Board  
Mobile Source Control Division  
9528 Telstar Avenue  
Suite 4  
El Monte, CA 91731  
(800) 242-4450

## Tire Limited Warranty

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

#### **American Kenda Rubber**

7095 Americana Parkway  
Reynoldsburg, OH 43068  
(866) 536-3287

#### **Bridgestone/Firestone**

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

#### **Continental Tire of North America**

1800 Continental Blvd.  
Charlotte, NC 28273  
(800) 847-3349

#### **Dunlop Tires**

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

#### **Goodyear Tire and Rubber Co.**

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

#### **Hankook Tire America Corporation**

1450 Valley Road  
Wayne, NJ 07470  
(800) 426-5665

#### **Michelin North America**

One Park Way South  
P.O. Box 19001  
Greenville, SC 29602  
(800) 847-3435

#### **Toyo Tire (U.S.A.) Corporation**

6261 Katella Ave., Suite 2B  
Cypress, CA 90630  
(800) 442-8696

#### **Yokohama Tire Corporation**

1 MacArthur Place, Suite 800  
Santa Ana, CA 92707  
(800) 722-9888

## 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.

## 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.**

## 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

**R**egular 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 "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.



## 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.

**R**egular 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):



## 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 “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 SuperChrome or Aluminum Alloy Wheels, follow these cleaning guidelines to maintain the appearance of your 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.

# Maintenance Log

MAINTENANCE

## 5,000 miles or 6 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

### Additional Maintenance Items for Special Operating Conditions <sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

#### 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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

## 10,000 miles or 12 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

### Additional Maintenance Items for Special Operating Conditions <sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**15,000 miles or 18 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Inspect the following:**

- \_ Ball joints and dust covers
- \_ Brake lines and hoses
- \_ Cabin air filter
- \_ Drive shaft boots
- \_ Engine/Inverter coolant<sup>3</sup>
- \_ Exhaust pipes and mountings
- \_ Radiator, condenser and/or intercooler
- \_ Steering gear
- \_ Steering linkage and boots

**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<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Refer to "Engine/Inverter Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

<sup>4</sup> Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.



**20,000 miles or 24 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**25,000 miles or 30 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**30,000 miles or 36 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires

**Inspect the following:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>- Automatic transmission for signs of leakage</li> <li>- Ball joints and dust covers</li> <li>- Brake lines and hoses</li> <li>- Brake linings/drums and brake pads/discs<sup>3</sup></li> <li>- Drive shaft boots</li> <li>- Engine/Inverter coolant<sup>4</sup></li> </ul> | <ul style="list-style-type: none"> <li>- Exhaust pipes and mountings</li> <li>- Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses</li> <li>- Fuel tank cap gasket</li> <li>- Radiator, condenser and/or intercooler</li> <li>- Steering gear</li> <li>- Steering linkage and boots</li> </ul> |
|---|--|

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Tighten nuts and bolts on chassis and body

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Inspect thickness measurement and disc runout.

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

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

### 35,000 miles or 42 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

#### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

##### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

##### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

##### 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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

### 40,000 miles or 48 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

#### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

##### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

##### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**45,000 miles or 54 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Inspect the following:**

- \_ Ball joints and dust covers
- \_ Brake lines and hoses
- \_ Cabin air filter
- \_ Drive shaft boots
- \_ Engine/Inverter coolant<sup>3</sup>
- \_ Exhaust pipes and mountings
- \_ Radiator, condenser and/or intercooler
- \_ Steering gear
- \_ Steering linkage and boots

**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<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Refer to "Engine/Inverter Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

<sup>4</sup> Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

**50,000 miles or 60 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**55,000 miles or 66 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**60,000 miles or 72 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires

**Inspect the following:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>_ Automatic transmission for signs of leakage</li> <li>_ Ball joints and dust covers</li> <li>_ Brake lines and hoses</li> <li>_ Brake linings/drums and brake pads/discs<sup>3</sup></li> <li>_ Drive shaft boots</li> <li>_ Engine/Inverter coolant<sup>4</sup></li> </ul> | <ul style="list-style-type: none"> <li>_ Exhaust pipes and mountings</li> <li>_ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses</li> <li>_ Fuel tank cap gasket</li> <li>_ Radiator, condenser and/or intercooler</li> <li>_ Steering gear</li> <li>_ Steering linkage and boots</li> </ul> |
|---|--|

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Replace automatic transmission fluid
- Tighten nuts and bolts on chassis and body

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Inspect thickness measurement and disc runout.

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

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



# Maintenance Log

MAINTENANCE

## 65,000 miles or 78 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

#### 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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

## 70,000 miles or 84 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**75,000 miles or 90 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Inspect the following:**

- \_ Ball joints and dust covers
- \_ Brake lines and hoses
- \_ Cabin air filter
- \_ Drive shaft boots
- \_ Engine/Inverter coolant<sup>3</sup>
- \_ Exhaust pipes and mountings
- \_ Radiator, condenser and/or intercooler
- \_ Steering gear
- \_ Steering linkage and boots

**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<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>4</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Refer to "Engine/Inverter Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

<sup>4</sup> Not all vehicles are designed for towing. Refer to your Vehicle Owner's Manual for details.

# Maintenance Log

MAINTENANCE

## 80,000 miles or 96 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

## 85,000 miles or 102 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

#### 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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**90,000 miles or 108 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires

**Inspect the following:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>_ Automatic transmission for signs of leakage</li> <li>_ Ball joints and dust covers</li> <li>_ Brake lines and hoses</li> <li>_ Brake linings/drums and brake pads/discs<sup>3</sup></li> <li>_ Drive shaft boots</li> <li>_ Engine/Inverter coolant<sup>4</sup></li> </ul> | <ul style="list-style-type: none"> <li>_ Exhaust pipes and mountings</li> <li>_ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses</li> <li>_ Fuel tank cap gasket</li> <li>_ Radiator, condenser and/or intercooler</li> <li>_ Steering gear</li> <li>_ Steering linkage and boots</li> </ul> |
|---|--|

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Tighten nuts and bolts on chassis and body

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Inspect thickness measurement and disc runout.

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

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

**95,000 miles or 114 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**100,000 miles or 120 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Replace engine/inverter coolant<sup>3</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**105,000 miles or 126 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

**Inspect the following:**

- \_ Ball joints and dust covers
- \_ Brake lines and hoses
- \_ Cabin air filter
- \_ Drive shaft boots
- \_ Engine/Inverter coolant<sup>4</sup>
- \_ Exhaust pipes and mountings
- \_ Radiator, condenser and/or intercooler
- \_ Steering gear
- \_ Steering linkage and boots

**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<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Inspect engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>5</sup>:**

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

**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<sup>1</sup>,

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Initial engine coolant replacement at 100,000 miles/120 months. Replace every 50,000 miles/60 months thereafter. Initial inverter coolant replacement at 150,000 miles/180 months. Replace every 50,000 miles/60 months thereafter.

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

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



# Maintenance Log

MAINTENANCE

## 110,000 miles or 132 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace engine oil and oil filter<sup>1</sup>
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>6</sup>:

- Tighten nuts and bolts on chassis and body

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

## 115,000 miles or 138 months

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Rotate tires
- Visually inspect brake linings/drums and brake pads/discs

**NOTE:** If 0W-20 oil WAS NOT used at the last oil change, replace engine oil and oil filter.<sup>1</sup>

### Additional Maintenance Items for Special Operating Conditions<sup>2</sup>

#### Driving on dirt roads or dusty roads:

- Inspect ball joints and dust covers
- Inspect drive shaft boots
- Inspect engine air filter
- Inspect steering linkage and boots
- Replace engine oil and oil filter<sup>1</sup>
- Tighten nuts and bolts on chassis and body

#### Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>6</sup>:

- Replace engine oil and oil filter<sup>1</sup>
- 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<sup>1</sup>

#### 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<sup>1</sup>

DEALER SERVICE VERIFICATION:

DATE:

MILEAGE:

**120,000 miles or 144 months**

- Check installation of driver's floor mat
- Inspect and adjust all fluid levels
- Inspect wiper blades
- Replace cabin air filter
- Replace engine air filter
- Replace engine oil and oil filter<sup>1</sup>
- Replace spark plugs<sup>3</sup>
- Rotate tires

**Inspect the following:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>_ Automatic transmission for signs of leakage</li> <li>_ Ball joints and dust covers</li> <li>_ Brake lines and hoses</li> <li>_ Brake linings/drums and brake pads/discs<sup>4</sup></li> <li>_ Drive shaft boots</li> <li>_ Engine/Inverter coolant<sup>5</sup></li> </ul> | <ul style="list-style-type: none"> <li>_ Exhaust pipes and mountings</li> <li>_ Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses</li> <li>_ Fuel tank cap gasket</li> <li>_ Radiator, condenser and/or intercooler</li> <li>_ Steering gear</li> <li>_ Steering linkage and boots</li> </ul> |
|---|--|

**Additional Maintenance Items for Special Operating Conditions<sup>2</sup>**

**Driving on dirt roads or dusty roads:**

- Tighten nuts and bolts on chassis and body

**Driving while towing, using a car-top carrier, or heavy vehicle loading<sup>6</sup>:**

- Replace automatic transmission fluid
- Tighten nuts and bolts on chassis and body

**DEALER SERVICE VERIFICATION:**

**DATE:**

**MILEAGE:**

<sup>1</sup> 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.

<sup>2</sup> Perform these service items only if you drive primarily under the conditions indicated.

<sup>3</sup> Maintenance services of spark plugs are required under the terms of the Emissions Control Warranty. For vehicles corresponding to PZEV the replacement interval is 150,000 miles.

<sup>4</sup> Inspect thickness measurement and disc runout.

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

<sup>6</sup> 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 “Maintenance and Care” section 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/Discs

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 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

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

### Engine/Inverter 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 "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 non-silicate, non-amine, non-borate 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.

## 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.

### 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.

### Radiator, Condenser and/or Intercooler

Inspect for damage, 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.

### Steering Gear

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.

## 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.



# Vehicle Identification

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Model \_\_\_\_\_

In-service date \_\_\_\_\_

Selling dealership \_\_\_\_\_

Key number \_\_\_\_\_

Body style \_\_\_\_\_

Mileage at delivery \_\_\_\_\_

Selling dealership phone number \_\_\_\_\_

Vehicle Identification Number \_\_\_\_\_

MAINTENANCE

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**MAINTENANCE**



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Toyota Hit with Class Action Over Alleged Prius Windshield Defect](#)

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