

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

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CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FL  
OCALA FLORIDA

JANICE TOLER, individually and on  
behalf of all others  
similarly situated,

Plaintiff,

v.

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

Defendants.

CASE NO.: 5:16-cv-727-OC-JAPRL

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**CLASS ACTION COMPLAINT**

Plaintiff Janice Toler ("Plaintiff") individually and on behalf of all others similarly situated, by and through their undersigned counsel, allege the following facts and claims upon knowledge as to matters relating to themselves and upon information and belief as to all other matters and, by way of this Class Action Complaint, aver as follows:

**INTRODUCTION AND SUMMARY OF ACTION**

1. This is a class action brought by Plaintiff on behalf of herself and a class of current and former owners and lessees of certain Toyota vehicles (the "Class Vehicles"<sup>1</sup>) against Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. (collectively, "Toyota") seeking redress for damage resulting from the inclusion of soy-based materials in Class Vehicles. Specifically, Toyota used a soy-based wiring insulation throughout the Class Vehicles that baits rodents –

<sup>1</sup> As used herein, the term "Class Vehicles" refers to at least the following Toyota vehicles: 4Runner (2011-2016); Avalon (2013); Camry Hybrid (2012-2013); Camry (2009-2016); FJ Cruiser (2014); Prius (2010, 2015); Prius C (2012-2015); Prius V (2012, 2015); Rav4 (2008-2016); Sequoia (2015); Sienna (2012); Tacoma (2014, 2015); Tundra (2009- 2016); Highlander (2009, 2015); Corolla (2014, 2016); and Venza Ltd. (2010, 2013). Plaintiffs reserve the right to amend or add to the vehicle models included in the Class Vehicles after conducting discovery.

including rats, squirrels, and other pests – to the vehicles and entices them to chew through, eat, or otherwise damage and compromise the wiring (the “Defect”). As a result, the Class Vehicles’ electrical and other operational systems are damaged and/or cease to function, leaving the vehicles partially or completely inoperable.

2. As the numerous complaints posted on the National Highway Traffic Safety Administration (“NHTSA”) website and other consumer resources reveal, rodents are uniquely attracted to the Defect in the Class Vehicles.

3. Despite the fact that Toyota is aware or should be aware of the Defect, Toyota has failed to disclose the Defect to Class Vehicle purchasers, and it routinely refuses to repair the Class Vehicles under its New Vehicle Limited Warranty (the “Warranty”) that it issues with each Class Vehicle purchaser. Current and former Class Vehicle owners and lessees should not be required to bear the costs of the Defect, nor should they be required to bear the risk of future out-of-warranty problems for damaged soy-based insulated wiring.

4. As a result of the Defect and the monetary costs associated with repairs, Plaintiff and Class Members have suffered injury in fact, incurred damages, and have otherwise been harmed by Toyota’s conduct.

5. Accordingly, Plaintiff seeks recovery for monetary and equitable relief for Toyota’s breach of its Warranty, breach of the implied warranty of merchantability, violations of the Magnusson Moss Warranty Act, and violations of Florida consumer protection laws. Plaintiff also seeks recovery based upon Toyota’s unjust enrichment, and declaratory relief as further described herein.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because (i) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs, (ii) Defendants are citizens of another State.

7. Venue is properly set in this District pursuant to 28 U.S.C. § 1391(b). Toyota does business and/or transacts business in this Judicial District, and therefore, is subject to personal jurisdiction in this Judicial District and resides here for venue purposes.

### **PARTIES**

8. Plaintiff Janice Toler ("Plaintiff Toler") is a citizen of the state of Florida and currently resides in Clermont, Florida.

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

10. Defendant Toyota Motor Corporation ("TMC") is a Japanese corporation. TMC is the parent corporation of Toyota Motor Sales, U.S.A., Inc. TMC, through its various entities, designs, manufactures, markets, distributes and sells Toyota automobiles at numerous other locations across the United States, including Florida.

11. Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") is incorporated and headquartered in California. TMS is TMC's United States sales and marketing division, which oversees sales and other operations across the United States, including Florida. TMS distributes

Toyota vehicles and sells these vehicles through its network of dealers. Money received from the purchase of a Toyota vehicle from a dealership flows from the dealer to TMS.

12. TMS and TMC sell Toyota vehicles through a network of dealerships that are the agents of TMS and TMC.

13. There exists, and at all times herein existed, a unity of ownership between TMS, 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.

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

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

16. Toyota engages in continuous and substantial business in Florida.

17. Plaintiff alleges that at all times mentioned herein, TMS and TMC were acting as an agent and/or employee of each other, and at all times mentioned were acting within the course and scope of said agency and/or employment with the full knowledge, permission, and consent of the other. In addition, each of the acts and/or omissions of TMS and TMC alleged herein were made known to, and ratified by, the other.

### **FACTUAL ALLEGATIONS**

#### **A. The Defective Soy-Based Insulated Wiring within Class Vehicles**

18. Electrical wiring is ubiquitous in modern automobiles. A vehicle's electrical wiring connects the various critical, and non-critical, vehicle systems. The wiring creates circuits that must stay intact in order for the vehicle to function as intended.

19. Electrical systems in an automobile deliver and monitor electrical power to various devices and sensors in the vehicle. An automobile's electrical system is complex and is made up of many different components. The battery is the center of and powers the electrical system. The electrical system is made up of a web of connected wires, fuses, and relay systems. This wiring carries the current supplied by the car battery and directs it to various vehicle components. When an electrical component in an automobile is not working correctly, it is often caused by an open circuit, which can result from a broken or compromised wire or wire connection. When this occurs, vehicle functions that are imperative to safe vehicle operation, such as working brake lights, headlights, and windshield wipers, may not work properly. This is because when wiring is disconnected or compromised, circuits are broken which causes a vehicle's systems connected to that circuit to partially or completely fail, rendering a vehicle partially or completely inoperable.

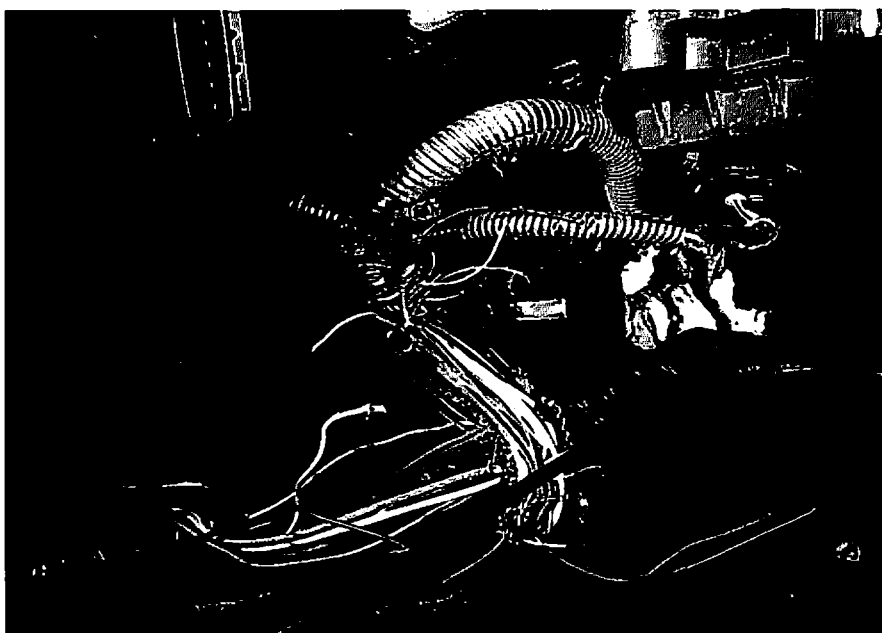
20. Historically, automobile wiring was coated or covered with a plastic or glass-based insulation that was made from petroleum. However, over the past decade or so, there has been a dramatic downshifting in automotive manufacturing which has spurred automobile manufacturers to explore new materials to decrease cost and make more parts recyclable. As a result, Toyota migrated from petroleum-based wire insulation to soy-based insulation because it is considerably less expensive.

21. Wiring insulation is an imperative line of defense to protect the integrity of electrical wiring in automobile electrical systems. But in the name of profit and cost-cutting, Toyota made the decision to switch its wiring insulation to a soy-based material – which invites rather than protects against electrical wiring issues and concerns.

22. The inclusion of soy-based materials has resulted in the attraction of rodents, including rats, squirrels, and other pests that nest under the hoods of Class Vehicles and chew, eat,

or gnaw on the insulation and electrical wires until the integrity of the electrical systems are compromised, rendering vehicles partially or fully inoperable. The wires do not have to be entirely chewed through to jeopardize the functionality of the wiring system; rather, mere exposure of the wires can make the vehicle unfit for use.

23. The image below depicts substantial rodent damage to the main engine wiring harness in a 2014 Toyota 4Runner, which caused \$5,500 in damage:<sup>2</sup>



24. The safety concerns that accompany failures in automobile electrical systems are obvious, and Toyota's continued use of soy-based wiring insulation poses a legitimate threat to the safety of Plaintiff, Class Members, prospective purchasers or lessees of Class Vehicles, and other drivers on the road.

25. As the image above makes clear, soy-based insulated wiring is not suitable for its intended purpose: to protect Class Vehicles' wire and circuitry in order to keep Class Vehicles operational and safe.

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<sup>2</sup> <http://www.synlube.com/Rodent/EngineHarness1.jpg> (last visited Dec. 7, 2016).

**B. Toyota's Knowledge of the Soy-Based Insulted Wiring Defect**

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

27. Toyota is aware or should have been aware of the Defect because its agents, dealers, or other representatives are routinely presented with and routinely and consistently refuse to cover rodent damage to the Class Vehicles' soy-based wiring insulation under the Warranty. Instead, Toyota, through its agents, dealers, or other representatives, compel the putative Class Members to either pay the costs of repair out-of-pocket or to make an insurance claim and pay their deductible.

28. Furthermore, the defective nature of the soy-based insulated wiring has been widely publicized and known within the automotive industry generally and to Toyota specifically. Consumer media websites have tracked the propensity of soy-based wire insulation to attract rodents and the resulting damage.<sup>3</sup> Honda – one of Toyota's primary competitors – is reportedly "convinced" that there is a problem with its own soy-based insulation and reportedly made plans to introduce a "spicy chemical" to its wiring to stop rodents from eating it.<sup>4</sup> Unlike Honda and upon information and belief, Toyota has taken no similar measures or actions.

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<sup>3</sup> See, e.g., Jenn Strathman, Mechanics Say Soy In Car Wiring Attracts Munching Mice, So Honda Created A Solution, WPTV, Nov. 6, 2013, <http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-munching-mice-so-toyota-created-a-solution> (last visited Dec. 7, 2016) (a Toyota Tundra purchaser experienced engine trouble due to rodent eating his wires); Jason Stooenke, Action 9 Leads National Investigation Into Rodents Chewing On Vehicle Wires, WSOCTV, updated June 3, 2016, <http://www.wsoc.tv/web/wsoc/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735> (last visited Dec. 7, 2016) (recounting the story of a purchaser of a brand new Toyota Camry who could not turn on her engine because rodents ate the soy wiring in her vehicle).

<sup>4</sup> Tim Esterdahl, Mice Eat Toyota Tundra Wires – True Story, Nov. 8, 2013, <http://www.tundraheadquarters.com/blog/mice-eat-wires> (last visited Dec. 7, 2016).

29. In many instances, Class Vehicle owners have incurred and will continue to incur expenses for the repair and/or replacement of the electrical wiring with the same soy-based insulated wiring, and the repeated cost of ineffective preventative measures, such as traps, poisons, pepper spray, or sheltering vehicles.

30. Indeed, Toyota continues to profit from the soy Defect despite making “repairs” by replacing damaged soy based wiring with new soy based wiring. In many cases the issue reoccurs with no solution to the problem.

31. Toyota has known, or it should have known, that soy-based wiring insulation attracts rodents that damage consumers’ vehicles. In fact, employees at Toyota dealerships routinely inform consumers that rodent damage to Class Vehicles is very common. Yet, notwithstanding its knowledge of this Defect, Toyota has routinely refused to repair the Class Vehicles under the Warranty when the Defect manifests.

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

32. Despite Toyota’s knowledge of the Defect, it refuses to honor its Warranty. The Warranty covers necessary repairs for defects in materials or workmanship: “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’ . . . .” See Plaintiff Janice Toler’s 2015 Toyota Rav4 Warranty and Maintenance Guide, at p. 14, attached hereto as **Exhibit “A”**. Thus, the Warranty covers *any* defect unless the defect is listed as an exception.

33. The Warranty exceptions, however, are not applicable to the defective soy-based insulated wiring. The exceptions to the Warranty include: tires, normal wear and tear, maintenance expense, vehicles with altered odometers, salvage or total-loss vehicles, and incidental damages. Ex. A, at pp. 15-16; Ex. B, at pp. 14-15. The Warranty does not cover damage from “[a]irborne chemicals, tree sap, road debris (including stone chips), rail dust, hail, floods, wind storms, lightning and other environmental conditions.”



34. When Toyota refuses to honor the Warranty for damage caused by the Defect, it does so under the exception for “other environmental conditions.” However, soy-based insulated wiring is not an environmental condition. As evidenced by Plaintiff’s and other Class Members’ experiences, their past vehicles and those of their neighbors who do not have the soy-based insulated wiring are unaffected by rodents nesting and gnawing at the vehicles’ electrical systems. Unlike the other aspects of this exclusion that encompass damage naturally existing in the environment, Toyota created the soy-based wiring insulation that drew rodents to the Class Vehicles and enticed rodents to chew, eat, or gnaw at the wiring. Thus, the Defect is not the environment in which the vehicle is located; the Defect is the inherent nature of the soy-based insulated wiring to attract rodents.

35. Furthermore, the Warranty does not expressly or impliedly disclaim rodent damage from Warranty coverage in Plaintiff’s Class Vehicle and the same is true for the warranties that cover all Class Vehicles.

36. Notwithstanding its obligation under its Warranty, Toyota has repeatedly denied warranty coverage to Plaintiff and Class members. Toyota routinely informs consumers, *inter alia*, that rodent damage is an environmental condition that is not covered under the Warranty. Toyota is deflecting its obligations under the Warranty by labeling the Defect – which Toyota has knowledge or should have knowledge of – as something it is not. Toyota has refused to cover the costs of repairs due to rodent damage to soy-based insulated wiring. Thus, Plaintiff and Class members were forced to pay out of pocket for repairs and services that should have been covered under Toyota’s Warranty.

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

37. Plaintiff’s experiences are by no means isolated or outlying occurrences. Indeed, the Internet is replete with examples from blogs and other websites where Toyota customers have complained of rodents chewing through their vehicles’ soy-based wire insulation, sometimes on multiple occasions.

38. For example:

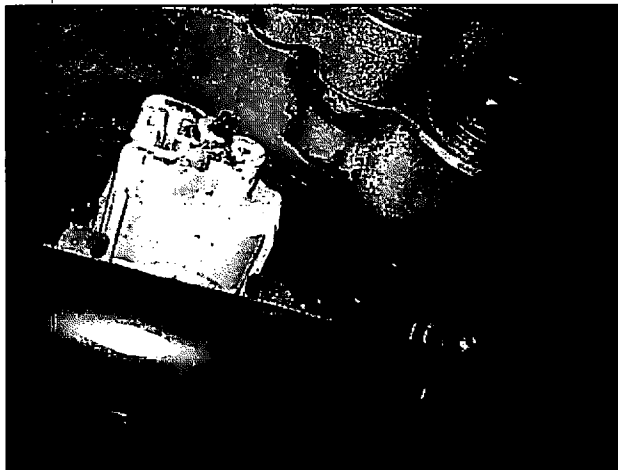
- From May 3, 2013, user HauKrazee posted on <http://www.toyota-4runner.org/5th-gen-t4rs/141251-broken-2010-4runner-rodents.html#post1371287>, (last visited on Dec. 7, 2016):

**Broken 4Runner - Rodents**

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

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

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



- From March 3, 2012, user ChristyMcCool posted on <http://www.customtacomas.com/forum/22-off-topic/155429-squirrels-rats-chewing-tacoma-wiring.html>, (last visited on Dec. 7, 2016):

**Squirrels & rats chewing Tacoma wiring!**

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

39. Complaints on the NHTSA website reveals that many consumers have experienced wire damage as a result of rodents and other animals chewing the soy-based portions of the wiring in multiple Toyota models—including but not limited to: 4Runner (2012, 2015, 2016); Avalon

(2013); Camry Hybrid (2012); FJ Cruiser (2014); Prius (2010); Prius C (2012); Prius V (2012); Rav4 (2008, 2014, 2015); Sequoia (2015); Sienna (2012); Tacoma (2014, 2015); and Tundra (2011).

40. The consumer complaints to NHTSA are evidence of a widespread problem. Representative examples of complaints on the NHTSA website regarding the Class Vehicles are included below (with emphasis supplied in capitalized bold, underlined letters):<sup>5</sup>

**Date of Incident:** 06/02/2016

**Date Complaint Filed:** 06/05/2016

**NHTSA/ODI ID:** 10872591

**Model:** 2015 Tacoma

**SUMMARY:**

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

**Date of Incident:** 04/17/16

**Date Complaint Filed:** 04/17/2016

**NHTSA/ODI ID:** 10859964

**Model:** 2012 4Runner

**SUMMARY:**

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

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<sup>5</sup> The foregoing complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original authors of the complaints.

**Date of Incident:** 3/01/2016

**Date Complaint Filed:** 03/03/2016

**NHTSA/ODI ID:** 10839755

**Model:** 2014 FJ Cruiser

**SUMMARY:**

KNOWN PROBLEM BY MANUFACTURERS. EXTREME DAMAGE TO WIRING HARNESS AND COMPONENTS WITHIN ENGINE COMPARTMENT BY RODENT. VEHICLE HAS 13,837 MILES ONLY. NEW WIRING STANDARDS REPORTEDLY DRAW RODENTS AND/OR INCREASE AMOUNT OF DAMAGE TO VEHICLE SYSTEMS. VEHICLE WAS PARKED LESS THAN 7 HOURS AND WHEN TURNED IGNITION TO VEHICLE, INSTRUMENT PANEL ILLUMINATED EVERY SAFETY WARNING TO INCLUDE ENGINE LIGHT FLASHING. ENGINE SPUTTERED AND REQUIRED TOW. INSURANCE COMPANY REPORTS HIGH NUMBER OF CLAIMS ESPECIALLY RELATED TO NEWER CARS WITH WIRING. DAMAGE TO WIRING IF DRIVEN COULD CAUSE VEHICLE SYSTEMS TO FAIL, FIRE AND COULD CAUSE GRAVE RISK OF INJURY OR DEATH TO OPERATOR AND PASSENGERS. MANUFACTURER DOES NOT COVER IN WARRANTY NOR PROVIDES PREVENTIVE REMEDY TO ISSUE.

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

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

**NHTSA/ODI ID:** 10787185

**Model:** 2012 Sienna

**SUMMARY:**

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

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

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

**NHTSA/ODI ID:** 10786504

**Model:** 2014 Rav4

**SUMMARY:**

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

**Date of Incident:** 09/30/2015

**Date Complaint Filed:** 10/05/2015

**NHTSA/ODI ID:** 10779880

**Model:** 2015 Rav4

**SUMMARY:**

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

**Date of Incident:** 09/04/2015

**Date Complaint Filed:** 09/13/2015

**NHTSA/ODI ID:** 10763422

**Model:** 2015 4Runner

**SUMMARY:**

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

**Date of Incident:** 03/12/2015

**Date Complaint Filed:** 03/14/2015

**NHTSA ID/ODI:** 10694252

**Model:** 2011 Tundra

**SUMMARY:**

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

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

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

**NHTSA/ODI ID:** 10483685

**Model:** 2010 Prius

**SUMMARY:**

2010 TOYOTA PRIUS AT DEALERSHIP FOR 25000 MILE SERVICE. ON 11/07/2012 AT 1700 THE DEALERSHIP CALLED AND REPORTED THAT THE CAR IS "INFESTED WITH RODENTS." STATED THAT HEADLINER IS SATURATED WITH URINE/ FECES, AIR AND CABIN AIR FILTERS DESTROYED, WIRES CHEWED, RODENTS FOUND TO BE LIVING IN DASHBOARD, IN DOOR INTERIORS, AND OTHER AREAS. REPORTED THAT THIS WAS "THE WORST CASE WE'VE SEEN." CAR IS OWNED BY TWO PROFESSIONALS- NO CHILDREN WHO WOULD HAVE DROPPED FOOD AND NO FOOD EVER EATEN IN VEHICLE. PURCHASED NEW FROM THIS SAME DEALERSHIP 01/02/2011. DEALERSHIP NOW REPORTS THAT THE CAR IS A HEALTH/ SAFETY HAZARD AND COULD COST "THOUSANDS" TO REPAIR. OUR INTERNET RESEARCH REVEALED THAT RODENT

INFESTATION IS COMMON IN THE TOYOTA PRIUS, REPORTEDLY BECAUSE RODENTS ARE ABLE TO GAIN EASY ACCESS THROUGH THE CAR'S VENTILATION SYSTEM. OWNERS REPORTED CONTACTING TOYOTA, WHO DENIED LIABILITY AND DENIED REQUEST FOR ASSISTANCE. \*TR

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

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

**NHTSA/ODI ID:** 10510017

**Model:** 2012 Prius V

**SUMMARY:**

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

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

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

**NHTSA/ODI ID:** 10592353

**Model:** 2012 Camry Hybrid

**SUMMARY:**

NO MATTER WHERE I PARK RODENTS ARE FINDING WAYS TO GET INTO MY CAR. I DO NOT KEEP FOOD IN THE CAR AND I HAVE DONE SEVERAL DIFFERENT THINGS TO PREVENT THEM GETTING IN. INCLUDING MOVING MY CAR AROUND TO PLACES OTHER THAN MY DESIGNATED COVERED PARKING SPOT. MY DEALER HAS TOLD ME TO PISS OFF. AS HAS TOYOTA, BUT IT WOULD APPEAR THAT TOYOTA SWITCHED OVER TO MORE ENVIRONMENTALLY FRIENDLY INSULATION MATERIALS IN RECENT YEARS. I PURCHASED THIS 2012 TOYOTA CAMRY BRAND NEW. THIS HAS BEEN GOING ON FOR TWO YEARS NOW AND IT WOULD APPEAR I'M NOT THE ONLY PERSON EXPERIENCING THIS AS IS APPARENT FROM THE LINKS BELOW. I HAVE EXTENSIVE PICTURES OF WHAT HAS HAPPENED TO MY CAR. THIS ALSO HASN'T BEEN AN ISSUE FOR ANY OF THE OTHER VEHICLES IN MY PARKING LOT AND MY PREVIOUS CAR WAS PARKED THERE FOR YEARS WITHOUT ISSUE (A DIFFERENT MANUFACTURER). I ALSO PARK OUR OLDER TOYOTA MATRIX (2003) AND TOYOTA MR2 SPYDER (2000) IN THAT SPOT AND I HAVE NOT HAD ANY ISSUES WITH EITHER VEHICLE. I BELIEVE OUR OLDER TOYOTA MODELS HAVE VERY DIFFERENT MATERIALS THAT AREN'T AS ATTRACTIVE TO RODENTS. I FIRMLY BELIEVE THIS HAS TO DO WITH TOYOTA'S MOVE TO MORE ENVIRONMENTALLY FRIENDLY MATERIALS. JUST TONIGHT I FINALLY HAVE HAD ENOUGH BECAUSE THESE CREATURES CHEWED INTO MY TRUNK AND WERE CHEWING UP THE MATERIALS IN MY TRUNK NEAR THE HYBRID BATTERY. I'M PARKED IN A COMPLETELY DIFFERENT AREA AND IT'S STILL HAPPENING. THIS ISN'T A COINCIDE! I HAVE SOME SERIOUS HEALTH AND SAFETY CONCERNS HERE. I WAS READING ABOUT ANOTHER OWNER THAT HAD RODENTS GET INTO THEIR NEW TOYOTA PRIUS THAT ATE THE PASSENGER AIRBAG AND DID OVER \$10,000 IN DAMAGES! THIS NEEDS TO BE INVESTIGATED ASAP.  
[HTTP://WWW.TOYOTANATION.COM/FORUM/152-VENZA-FORUM/359615-RODENT-PATROL-AGAINST-DAMAGE.HTML](http://www.toyotanation.com/forum/152-venza-forum/359615-rodent-patrol-against-damage.html)  
[HTTP://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-MOUSE-PROBLEM.113690/PAGE-2#IXZZ32AWYYLOL](http://priuschat.com/threads/toyota-claims-not-aware-of-mouse-problem.113690/page-2#ixzz32awyylol) \*JS

**PARTICULARIZED FACTUAL ALLEGATIONS**

***Florida Plaintiff Janice Toler***

41. On or about February 28, 2015, Plaintiff Toler purchased a brand new 2015 Toyota

Rav4 from Toyota of Clermont, which is an authorized Toyota dealer in Clermont, Florida.



42. Plaintiff used her Class Vehicle for personal, family, and/or household uses. Her Class Vehicle bears the following VIN: JTMWFREV9FD051614.

43. On or about October 7, 2016, Plaintiff Toler and her partner noticed that the ABS light and Swerve Protection light had illuminated on Plaintiff's Class Vehicle.

44. On October 13, 2016, Plaintiff Toler had her Class Vehicle serviced at Toyota of Clermont to determine why the dashboard lights were illuminating. At the dealership, a service consultant named Jimmy Mayo indicated that the car suffered extensive rodent damage. Mr. Mayo identified and showed the wires that the rodents had chewed through as well as rodent urine and feces located near the chew wiring. Mr. Mayo informed that the car dashboard would need to be removed and that the car would require a total rewiring because rodents had chewed up almost every wire in the engine compartment.

45. That same day, Plaintiff Toler contacted her insurance carrier to open a claim for the rodent damage. Because the repairs would take a few days, Plaintiff arranged for a rental car.

46. The next day, Plaintiff Toler called the dealership to get an estimate on the damage to her Class Vehicle, and Mr. Mayo informed that the damage could be between \$6,000-\$7,000.

47. In the interim, Plaintiff Toler called Toyota's Customer Care number to discuss the issue and spoke with a Toyota employee who opened a case (no. 1610141571).

48. After receiving no assistance, Plaintiff called the Toyota Regional Office and spoke with a Customer Loyalty Specialist. During this call, Toyota's representative informed that Toyota is not responsible for rodents and rodent damage to Toyota vehicles, and that there is no evidence that the soy materials in Toyota vehicles are causing the rodent damage. When Plaintiff Toler asked the Toyota Regional employee to open a case, he stated that it would be closed as quickly as it is opened because the rodent damage is "not Toyota's problem."

49. Despite attempting to speak with multiple Toyota representatives and employees at various levels of the Toyota hierarchy, Plaintiff Toler was and has been unable to obtain a remedy for the rodent damage to her Class Vehicle. Furthermore, Plaintiff Toler still has not heard anything with respect to the case she opened up with Toyota.

50. Plaintiff's insurance carrier denied replacement of her Class Vehicle wiring system, and instead chose the cheaper option to pay to repair the extensively damaged and chewed wires. Plaintiff Toler's rodent damage to her Class Vehicle was repaired under insurance, less a \$500.00 deductible paid by Plaintiff. See attached **Exhibit "B"**.

51. Plaintiff Toler routinely drives her car with the concern that the mere repair of her Class Vehicle's wires (rather than replacement) has left her Class Vehicle in a dangerous state. Furthermore, to date, Toyota has provided no solutions for preventing future rodent damage to Plaintiff's Class Vehicle.

52. Plaintiff Toler has suffered an ascertainable loss as a result of Toyota's omissions and/or misrepresentations associated with the soy-based insulation Defect, including, but not limited to, out of pocket losses, future repairs, and diminished value of her Class Vehicle.

53. Neither Toyota nor any of its agents, dealers, or other representatives informed Plaintiff Toler of the existence and prevalence of the Defect prior to purchase.

#### **CLASS ACTION ALLEGATIONS**

54. Plaintiff brings this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and the following Class:

All persons or entities who purchased or leased a Class Vehicle with soy-based wiring insulation in the United States.

55. Alternatively, Plaintiff proposes the following sub-class:

**Florida Sub-Class**

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

56. Excluded from the Class and/or Sub-Class are Toyota, its affiliates, subsidiaries, parents, successors, predecessors, any entity in which Toyota or its parents have a controlling interest; Toyota's current and former employees, officers and directors; the Judge(s) and/or Magistrate(s) assigned to this case; any person who properly obtains exclusion from the Class; any person whose claims have been finally adjudicated on the merits or otherwise released; and the parties' counsel in this litigation. Plaintiff reserves the right to modify, change, or expand the Class and/or Sub-Class definitions based upon discovery and further investigation.

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

58. *Numerosity*: Upon information and belief, the Classes are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Toyota and obtainable by Plaintiff only through the discovery process, Plaintiff believes, and on that basis allege, that thousands of Class Members have been subjected to the conduct by Toyota herein alleged.

59. Furthermore, common questions of law and fact exist as to all members of the Classes. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a) Whether Toyota engaged in the conduct alleged herein;
- b) Whether Toyota designed, advertised, marketed, distributed, leased, sold, or otherwise placed Class Vehicles into the stream of commerce in the United States;
- c) Whether the Class Vehicles were defective in that they were sold with soy-based wiring insulation;
- d) Whether Toyota knew of the Defect but failed to disclose the problem and its consequences to its customers;
- e) Whether a reasonable consumer would consider the Defect or its consequences to be material;
- f) Whether the Defect causes the vehicle to malfunction;
- g) Whether Toyota actively concealed or omitted disclosing the defect from Plaintiff and the other Class members;
- h) Whether Toyota breached its warranties to Plaintiff and Class Members;
- i) Whether Toyota's conduct violates Florida's consumer protection statutes, warranty laws, and other laws as asserted herein;
- j) Whether Plaintiff and the other Class members overpaid for their Class Vehicles as a result of the Defect alleged herein;
- k) Whether Plaintiff and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- l) Whether Plaintiff and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

60. *Typicality*: All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class Members were injured in the same manner by Toyota's uniform course of conduct described herein. Plaintiff and all Class Members have the same claims against Toyota relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief

are identical to those giving rise to the claims of all Class Members. Plaintiff and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Toyota's wrongful conduct as described herein. Plaintiff is advancing the same claims and legal theories on behalf of herself and all absent Class Members.

61. *Adequacy:* Plaintiff is an adequate representative for the Class because her interests do not conflict with the interests of the Class that they seek to represent; Plaintiff has retained counsel competent and highly experienced in complex class action litigation – including consumer class actions – and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and their counsel.

62. *Superiority:* A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and all Class Members. The injury suffered by each individual Class Member is relatively small in comparison 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 redress effectively the wrongs done to them by Toyota. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. 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, an 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*, the records (including databases, e-mails, etc.) Toyota maintains regarding sales and leases of Class Vehicles. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

63. Toyota has acted or refused to act on grounds generally applicable to Plaintiff and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class as a whole.

64. Given that Toyota has engaged in a common course of conduct as to Plaintiff and the Class, similar or identical injuries and common law and statutory violations are involved and common questions far outweigh any potential individual questions.

### **CAUSES OF ACTION**

#### **COUNT I BREACH OF EXPRESS WARRANTY**

65. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.

66. Toyota expressly warranted in its Warranty that they would repair and/or replace defects in material and/or workmanship free of charge that occurred during the warranty period.

67. Toyota breached express warranties by selling to Plaintiff and Class Members Class Vehicles with soy-based insulated wiring which Toyota knew or should have known attracts rodents and makes wiring in the Class Vehicles prone to rodent damage, causing Class Vehicles to fail prematurely and/or fail to function properly.

68. Toyota further breached the Warranty by failing to repair and/or replace Plaintiff and other Class Members' defective soy-based insulated wiring systems when the defective systems failed during the warranty period.

69. This intended failure to disclose the known Defect is malicious, and it was carried out with willful and wanton disregard for the rights and economic interests of Plaintiff and Class Members.

70. As a result of Toyota's actions, Plaintiff and Class Members have suffered economic damages including but not limited to costly repairs, loss of vehicle use, substantial loss in value and resale value of the vehicles, and other related damage.

71. Toyota's breach of warranty caused damages to Plaintiff and Class members.

72. Toyota's attempt to disclaim or limit these express warranties visà-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Toyota's Warranty limitation is unenforceable because they knowingly sold a defective product without informing consumers about the defect.

73. In addition, since Toyota knew or should have known about the Defect, the Warranty failed its essential purpose.

74. Furthermore, the time limits contained in Toyota's warranty period were also unconscionable and inadequate to protect Plaintiff and members of the Class. Among other things, Plaintiff and Class members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Toyota. A gross disparity in bargaining power existed between Toyota and Class members, and Toyota knew or should have known that the Class Vehicles were defective at the time of sale and would fail well before their useful lives.

75. Plaintiff and Class members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Toyota's conduct described herein.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**FLA. STAT. § 672.314**

76. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.

77. This claim is brought by Plaintiff Toler on Behalf of the Florida Sub-Class.

78. Toyota is and was at all relevant times a merchant with respect to motor vehicles.

79. A warranty that the Class Vehicles were in merchantable condition is implied by law.

80. Plaintiff's and Class Members' interactions with Toyota suffice to create privity of contract between Plaintiff and Class Members, on the one hand, and Toyota, on the other hand; however, privity of contract need not be established nor is it required because Plaintiff and Class Members are intended third-party beneficiaries of contracts between Toyota and its authorized dealers, and specifically, of Toyota's implied warranties. Toyota's dealers are intermediaries between Toyota and consumers that sell Class Vehicles to consumers and are not consumers of Class Vehicles, and therefore have no rights against Toyota with respect to Plaintiff and Class Members purchases or leases of Class Vehicles. Toyota's warranties were designed for the benefit of consumers who purchase(d) or lease(d) Class Vehicles.

81. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Class Vehicles are inherently defective in that they contain soy electrical wiring that is predisposed to rodents and rodent damage, and which damage frequently renders Class Vehicles partially or wholly inoperable.

82. Toyota was provided notice of these issues by numerous complaints filed against it, including the instant Complaint, and by numerous individual letters and communications sent by Plaintiff and other Class members before or within a reasonable amount of time after the allegations of the Defect became public.

83. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiff Toler and the other Class members have been damaged in an amount to be proven at trial.



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

84. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.

85. Plaintiff and Class Members are "consumers" as that term is defined under the MMWA. *See* 15 U.S.C. § 2301(3).

86. The Class Vehicles are "consumer products" as that term is defined under the MMWA. *See id.* § 2301(1).

87. Toyota is a "supplier" and "warrantor" as those terms are defined under the MMWA. *See id.* § 2301(4)-(5).

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

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

90. As set forth above, Toyota breached its warranties with Plaintiff and Class Members.

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

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

*Id.*

92. Class Vehicles contain soy-based wiring and wiring harnesses and share a common defect in or involving the wiring as Class Vehicles attract rodents and are predisposed to rodent damage.

93. Despite demands by Plaintiff and the Class for Toyota to pay the expenses associated with diagnosing and repairing the defective soy-based insulation and damaged wiring systems, Toyota has refused to do so.

94. Toyota breached these specific warranties as described in more detail herein and also breached them generally: by manufacturing soy-based insulated wiring systems that are defective in design, materials, and workmanship and are likely to fail due to damage caused by rodents; and by selling defective soy-based insulated wiring systems not in merchantable condition, which present an unreasonable risk of failure and are unfit for the ordinary purpose; by refusing to repair or replace, free of charge, the defective soy-based insulated wiring systems or any of their component parts; and by forcing consumers to pay for out-of-pocket costs for diagnostics, labor, repair, and replacement parts; and by not curing the defect once it was known and identified.

95. Plaintiff's and Class Members' interactions with Toyota suffice to create privity of contract between Plaintiff and Class Members, on the one hand, and Toyota, on the other hand; however, privity of contract need not be established nor is it required because Plaintiff and Class Members are intended third-party beneficiaries of contracts between Toyota and its authorized dealers, and specifically, of Toyota's implied warranties. Toyota's dealers are intermediaries between Toyota and consumers that sell Class Vehicles to consumers and are not consumers of Class Vehicles, and therefore have no rights against Toyota with respect to Plaintiff and Class

Members purchases or leases of Class Vehicles. Toyota's warranties were designed for the benefit of consumers who purchase(d) or lease(d) Class Vehicles.

96. Plaintiff and the other Class Members would suffer economic hardship if they returned their Class Vehicles but did not receive the return of all payments made by them. Because Toyota is refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiff and the other Class Members have not re-accepted their Class Vehicles by retaining them.

97. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

98. As a direct and proximate result of Toyota's breach of implied and express warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiff and Class Members have suffered damages in an amount to be proven at trial.

99. Plaintiff and Class Members are entitled to recover damages as a result of Toyota's breach of warranties.

100. Plaintiff and Class Members are also entitled to seek costs and expenses, including attorneys' fees, under the MMWA. 15 U.S.C. §2301(d)(2).

**COUNT IV**  
**VIOLATION OF THE FLORIDA DECEPTIVE & UNFAIR**  
**TRADE PRACTICES ACT ("FDUTPA")**  
**FLA. STAT. §§ 501.204, *et seq.***

101. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.

102. This claim is brought by Plaintiff Toler on behalf of the Florida Sub-Class.

103. Florida's Deceptive and Unfair Trade Practices Act prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." FLA. STAT. § 501.204(1).

104. In the course of Toyota's business, it willfully failed to disclose and actively concealed the Defect in Class Vehicles as described above.

105. Accordingly, Toyota engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices as defined in FLA. STAT. § 501.204(1), including representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Class Vehicles are of a particular standard and quality when they are not; advertising Class Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

106. Toyota's actions as set forth above occurred in the conduct of trade or commerce.

107. Toyota's conduct proximately caused injuries to Plaintiff Toler and the other Class members.

108. Plaintiff Toler and the other Class members were injured as a result of Toyota's conduct in that Plaintiff Toler and the other Class members overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

**COUNT V**  
**BREACH OF EXPRESS WARRANTY**  
**FLA. STAT. § 672.313**

109. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

110. This claim is brought by Plaintiff Toler on behalf of the Florida Sub-Class.

111. Toyota is and was at all relevant times a merchant with respect to motor vehicles.

112. Plaintiff's and Class Members' interactions with Toyota suffice to create privity of contract between Plaintiff and Class Members, on the one hand, and Toyota, on the other hand; however, privity of contract need not be established nor is it required because Plaintiff and Class Members are intended third-party beneficiaries of contracts between Toyota and its authorized dealers, and specifically, of Toyota's implied warranties. Toyota's dealers are intermediaries between Toyota and consumers that sell Class Vehicles to consumers and are not consumers of Class Vehicles, and therefore have no rights against Toyota with respect to Plaintiff and Class Members purchases or leases of Class Vehicles. Toyota's warranties were designed for the benefit of consumers who purchase(d) or lease(d) Class Vehicles.

113. In its Warranty and in advertisements, brochures, and through other statements in the media, Toyota expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. For example, the following language appears in all Class Vehicle Warranty manuals: "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' . . . ."

114. Toyota's Warranty as well as advertisements, brochures, and other statements regarding the Class Vehicles, formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles.

115. Toyota breached the express warranty to repair and adjust to correct defects in materials and workmanship of any part supplied by Toyota. Toyota has not repaired or adjusted, and has been unable to repair or adjust, the Class Vehicles' materials and workmanship defects, namely the soy-based electrical wiring parts and components.

116. At the time of selling or leasing Class Vehicles, Toyota did not provide Class Vehicles that conformed to its express warranties.

117. Furthermore, the Warranty of repair and/or adjustments to defective parts fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff Toler and the

other Class members whole and because Toyota has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

118. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

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

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

121. Finally, due to Toyota’s breach of warranties as set forth herein, Plaintiff Toler and the other Class members assert as an additional and/or alternative remedy, as set forth in FLA. STAT. § 672.608, for a revocation of acceptance of the goods, and for a return to Plaintiff and to the other Class members of the purchase price of all Class Vehicles currently owned for such other incidental and consequential damages as allowed under FLA. STAT. §§ 672.711 and 672.608.

122. Toyota was provided notice of these issues by numerous complaints filed against it, including the instant complaint, and by numerous individual letters and communications sent by Plaintiff and the other Class members before or within a reasonable amount of time after the allegations of the Defect became public.

123. As a direct and proximate result of Toyota's breach of express warranties, Plaintiff Toler and the other Class members have been damaged in an amount to be determined at trial.

**COUNT VI**  
**BREACH OF CONTRACT/Common Law Warranty**

124. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

125. Plaintiff brings this Count on behalf of a National Class, or in the alternative, the Florida Sub-Class.

126. To the extent Toyota's limited remedies are deemed not to be warranties, Plaintiff, individually and on behalf of the other Class members, plead in the alternative under common law warranty and contract law.

127. Toyota limited the remedies available to Plaintiff and the other Class members to repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, and/or warranted the quality or nature of those services to Plaintiff and the other Class members.

128. Toyota breached this warranty or contract obligation by failing to repair the Class Vehicles with the soy-wiring Defect, or to replace them.

129. As a direct and proximate result of Toyota's breach of contract or common law warranty, Plaintiff and the other Class members have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VII**  
**FRAUDULENT CONCEALMENT**

130. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

131. Plaintiff brings this Count on behalf of the Florida Sub-Class.

132. Toyota intentionally concealed the above-described Defect, or acted with reckless disregard for the truth, and denied Plaintiff and the other Class members information that is highly relevant to their purchasing decision.

133. Toyota further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car, that the Class Vehicles it was selling had no significant defects and would perform and operate properly when driven in normal usage.

134. Toyota knew these representations were false when made.

135. The Class Vehicles purchased or leased by Plaintiff and the other Class members were, in fact, defective, unsafe, and unreliable because the Class Vehicles contained faulty and defective soy-based electrical wiring and related components, as alleged herein.

136. Toyota had a duty to disclose that these Class Vehicles were defective, unsafe, and unreliable in that certain electrical wiring components of the Class Vehicles attract rodents that eat, chew, or gnaw the wiring which compromise the integrity and functionality of those components, because Plaintiff and the other Class members relied on Toyota's material representations that the Class Vehicles they were purchasing were safe and free from defects.

137. The aforementioned concealment was material because if it had been disclosed Plaintiff and the other Class members would not have bought or leased the Class Vehicles, or would not have bought or leased those Vehicles at the prices they paid.

138. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Toyota knew or recklessly disregarded that its representations were false because it knew that people had experienced problems and failures in their Class Vehicles due to rodents eating, chewing, gnawing, or otherwise compromising Class Vehicle electrical wiring containing soy. Toyota intentionally made false statements in order to sell Class Vehicles.



139. Plaintiff and the other Class members relied on Toyota's reputation – along with Toyota's failure to disclose the faulty and defective nature of Class Vehicle electrical wiring and insulation, and Toyota's affirmative assurance that its Class Vehicles were safe and reliable, and other similar false statements – in purchasing or leasing Toyota's Class Vehicles.

140. As a result of their reliance, Plaintiff and the other Class members have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase or lease and/or the diminished value of their Class Vehicles.

141. Toyota's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiff and the other Class members. Plaintiff and the other Class members are therefore entitled to an award of punitive damages.

**COUNT VIII**  
**UNJUST ENRICHMENT/RESTITUTION**  
**(PLEADING IN THE ALTERNATIVE)**

142. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

143. As the intended and expected result of its conscious wrongdoing, Toyota has profited and benefited from Plaintiff and Class Members purchase of Class Vehicles.

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

145. Toyota has been unjustly enriched by its deceptive conduct in connection with the sale and lease of Class Vehicles and by withholding benefits from Plaintiff and the Class at the expense of these parties.

146. Equity and good conscience militate against permitting Toyota to retain these ill-gotten profits and benefits, and permitting Toyota to do so would be unjust and inequitable because of Toyota's misrepresentations and misconduct as against Plaintiff and Class Members, as alleged herein

147. Plaintiff and members of the Class were injured as a direct and proximate result of Defendants' misrepresentations and omissions because they paid for or leased Class Vehicles would not have purchased (or would have paid less for) had they known the true facts.

148. Because Toyota's retention of the non-gratuitous benefit conferred upon it by Plaintiff and the members of the Class is unjust and inequitable, Toyota must pay restitution to Plaintiff and members of the Class.

**COUNT IX**  
**DECLARATORY RELIEF**  
**(PLEADING IN THE ALTERNATIVE)**

149. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

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

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

152. An actual controversy, over which this Court has jurisdiction, now exists between Plaintiff and Toyota concerning their respective rights, duties and obligations for which Plaintiff desire a declaration of rights under the Class Vehicle warranties.

153. Toyota warrants and advertises the reliability and workmanship of its Class Vehicles. Plaintiff contend that Toyota breached its warranties to Plaintiff and the Class Members when they received Class Vehicles at the time of the purchase that were worth less than what was promised by Toyota's warranties.

154. Toyota's Warranty explicitly warrants workmanship and does not disclaim or exclude the type of damage suffered in Class Vehicles as a result of the Defect in the Class Vehicles.

155. Plaintiff seeks a declaration of the parties' respective rights, duties and obligations under the Class Vehicle warranties and other promises made by Toyota related to the quality and workmanship of the Class Vehicles, and specifically that Plaintiff and Class Members are entitled

to recover their out-of-pocket expenses related to repairs and/or replacement (including labor costs) of their defective and unworkmanlike Toyota Class Vehicles under the Class Vehicle warranties.

156. Specifically, Plaintiff seeks a declaratory judgment that Toyota's Warranty for Class Vehicles provide coverage for, and are to be read to include coverage for, rodent damage in Class Vehicles resulting from the Defect as described herein. Plaintiff also seeks a declaratory judgment that nothing in Toyota's warranties for Class Vehicles disclaims or excludes warranty coverage for the Defect described herein.

157. A judicial declaration is necessary in order that Plaintiff and the Class Members may ascertain their rights and duties under Toyota's Class Vehicle warranties. At this time, Plaintiff and the Class Members have Class Vehicles that were defective upon lease or purchase, or continue to remain defective in design, materials and/or workmanship. Plaintiff and Class Members suffered damages at the time of their purchase/lease and have paid or will have to pay future repair and/or replacement costs as a direct result of the Defect in the Class Vehicles.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of themselves and members of the Class, respectfully request that this Court:

- (a) Determine that this action is a proper class action, certifying Plaintiff as class representatives under Federal Rule of Civil Procedure 23 and Plaintiff's counsel as Class Counsel;
- (b) Award all actual, general, special, incidental, statutory, punitive and consequential damages to which Plaintiff and Class members are entitled;
- (c) Award pre-judgment and post-judgment interest on such monetary relief;
- (d) Grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Toyota 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 Plaintiff and Class members with appropriate curative notice regarding the existence and cause of the Defect;

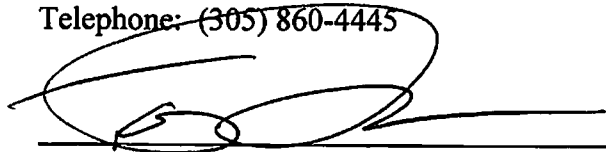
- (e) Award Plaintiff and Class members their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and
- (f) Award such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully demand a jury trial for all claims so triable.

Dated: December 16, 2016

Respectfully submitted,  
PENNEKAMP LAW, P.A.  
2811 SW 3 Avenue  
Miami, FL 33129  
Telephone: (305) 860-4445

A handwritten signature in black ink, appearing to read 'Tom Pennekamp', is written over a horizontal line.

TOM PENNEKAMP  
Florida Bar No. 860840 Email:  
[tom@pennekamlaw.com](mailto:tom@pennekamlaw.com)  
*Attorneys for Plaintiff and the Proposed Class*

## Welcome to the Toyota Family

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**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**

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

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



## Satisfaction Down the Road

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**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.



## If You Need Assistance

### INTRODUCTION

**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.

## If You Need Assistance

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

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

## The Immobilizer Key

### THE NEW WORLD OF ANTI-THEFT TECHNOLOGY

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

### SECURITY

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

INTRODUCTION

## The Immobilizer Key

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### 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.

## Transportation Assistance

### INTRODUCTION

**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 2015 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.

## General Warranty Provisions

### Who Is the Warrantor

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

### Which Vehicles Are Covered

These warranties apply to all 2015 model year RAV4 vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

### Multiple Warranty Conditions

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

### When Warranty Begins

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

### Repairs Made at No Charge

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

### Parts Replacement

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

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

## General Warranty Provisions

WARRANTY

### Informal Dispute Settlement Program

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

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

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

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

### Limitations

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

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

### Your Rights Under State Law

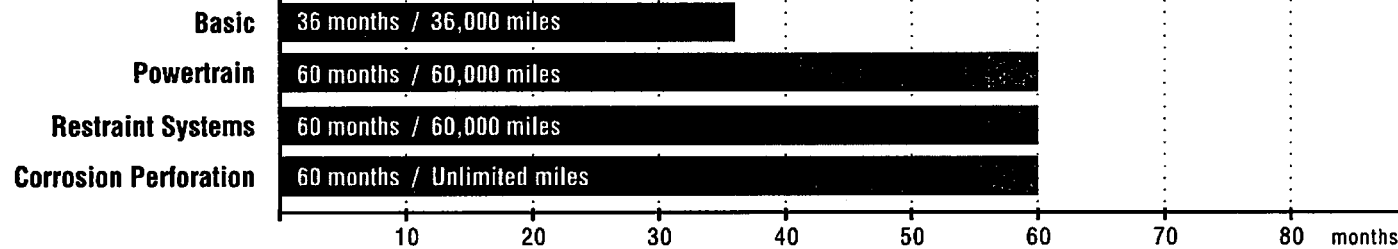
These warranties give you specific legal rights. You may also have other rights that vary from state to state.

## WARRANTY

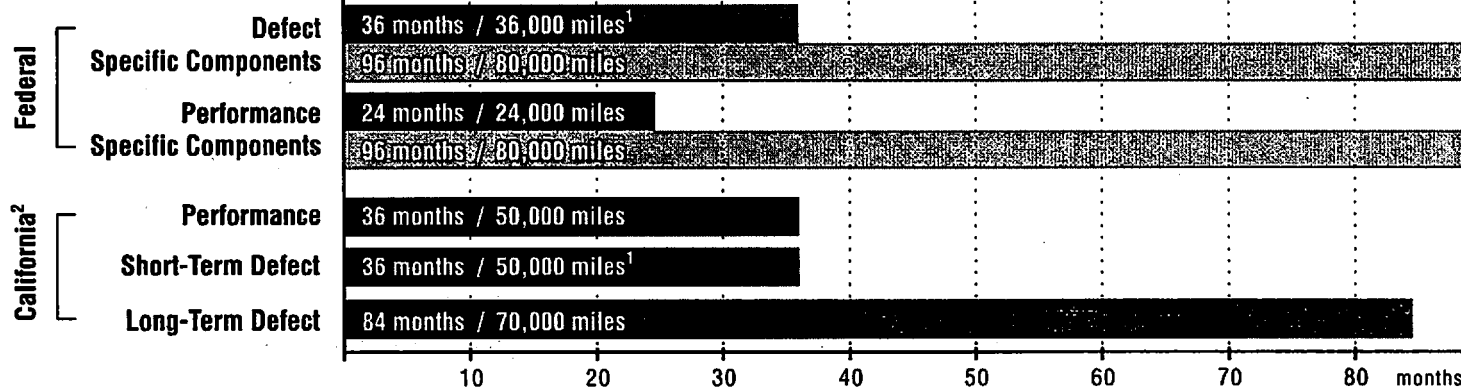
### General Warranty Provisions

#### WARRANTY COVERAGE AT A GLANCE

#### New Vehicle Limited Warranty



#### Emission Control Warranty



<sup>1</sup> Specific components may have longer coverage under terms of the Powertrain Warranty.

<sup>2</sup> Also applies to Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.



## New Vehicle Limited Warranty

WARRANTY

### WHAT IS COVERED AND HOW LONG

#### Basic Warranty

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

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

#### Powertrain Warranty

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

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

#### Engine

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

#### Transmission and Transaxle

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

#### Front-Wheel-Drive System

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

#### Rear-Wheel-Drive System

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

#### Restraint Systems Warranty

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

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

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

## New Vehicle Limited Warranty

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### Corrosion Perforation Warranty

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

Coverage is for 60 months, regardless of mileage.

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

### Towing

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

### WHAT IS NOT COVERED

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

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

This warranty also does not cover the following:

### Tires

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

### Normal Wear and Tear

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

## New Vehicle Limited Warranty

**WARRANTY**

### Maintenance Expense

Normal maintenance services such as:

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

### Vehicles With Altered Odometer

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

### Salvage or Total-Loss Vehicles

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

### Incidental Damages

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

### Disclaimer of Extra Expenses and Damages

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

## New Vehicle Limited Warranty

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### DISPUTE RESOLUTION

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

## Federal Emission Control Warranty

### WHAT IS COVERED AND HOW LONG

#### Emission Defect Warranty

Toyota warrants that your vehicle:

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

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

#### Emission Performance Warranty

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

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

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

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

WARRANTY

## Federal Emission Control Warranty

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### WHAT IS NOT COVERED

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

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

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

### WARRANTY PARTS LIST

#### Air/Fuel Metering System

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

#### Air Induction System

- Intake manifold and intake air surge tank

#### Catalyst System

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

#### Evaporative Control System

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

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

## Federal Emission Control Warranty

WARRANTY

### Exhaust Gas Recirculation (EGR) System

- EGR gas temperature sensor
- EGR valve
- Associated parts

### Ignition System

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

### Positive Crankcase Ventilation (PCV) System

- Oil filler cap
- PCV valve or orifice

### Other Parts Used in Above Systems

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

### MAINTENANCE

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

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

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

## Federal Emission Control Warranty

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### REPLACEMENT PARTS

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

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

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

### IF YOUR VEHICLE FAILS AN EMISSIONS TEST

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

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

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



## Federal Emission Control Warranty

### IF YOU HAVE QUESTIONS

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

U.S. Environmental Protection Agency  
Vehicle Programs & Compliance Division  
(6405J)  
Attn: Warranty Complaints  
401 M Street SW  
Washington, D.C. 20460

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

WARRANTY

## Federal Emission Control Warranty

### DEALER CERTIFICATE

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

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

☐ The vehicle with which this statement is delivered was placed into service as a company car or demonstrator prior to delivery. The Emission Performance Warranty period commenced on the date the vehicle was first placed into service, which was:
 

---

Month
Day
Year

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

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

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Dealership Name

## California Emission Control Warranty

WARRANTY

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

### YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board (CARB) and Toyota are pleased to explain the emission control system warranty for your 2015 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.

## California Emission Control Warranty

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### MANUFACTURER'S WARRANTY COVERAGE

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

### OWNER'S WARRANTY RESPONSIBILITIES

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

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

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

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

## California Emission Control Warranty

### WHAT IS NOT COVERED

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

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

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

### PARTS LIST: LONG-TERM EMISSION DEFECT WARRANTY

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

#### Air/Fuel Metering System

- 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 (including manifold converter)

#### Evaporative Control System

- Charcoal canister
- Fuel tank

#### Ignition System

- Knock sensor

#### Other Parts Used in Systems Listed

- Transmission solenoid

WARRANTY

## California Emission Control Warranty

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### MAINTENANCE

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

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

### REPLACEMENT PARTS

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

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

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

## California Emission Control Warranty

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### IF YOUR VEHICLE FAILS A SMOG-CHECK TEST

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

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

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

### REPAIR DELAYS

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

WARRANTY

## California Emission Control Warranty

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### IF YOU HAVE QUESTIONS

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

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



## **Tire Limited Warranty**

### **OBTAINING WARRANTY SERVICE**

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

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

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

### **ORIGINAL EQUIPMENT TIRE MANUFACTURERS**

#### **Bridgestone/Firestone**

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

#### **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

#### **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**

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

**WARRANTY**

## Operation and Maintenance

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### GENERAL INFORMATION

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

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

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

### WHERE TO GO FOR MAINTENANCE

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

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

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

## Operation and Maintenance

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### REPLACEMENT PARTS

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

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

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

WARRANTY

## Obtaining Warranty Service

### BY GEOGRAPHIC REGION

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

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

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

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

### EMERGENCY REPAIRS

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

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

## Notes

WARRANTY

## The Importance of Scheduled Maintenance

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**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 "Vehicle Maintenance and Care" section of the Owner's Manual. Be sure to perform these procedures regularly to ensure the most trouble-free operation of your vehicle.

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



## Maintaining Your Warranty

### IMPORTANT MAINTENANCE INFORMATION

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

### Maintenance Records

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

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

### Maintenance Providers

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

### Dealer-Recommended Maintenance

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

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

MAINTENANCE

## Using the Maintenance Log Charts

**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):





## Using the Maintenance Log Charts

### Special Operating Conditions

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

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

### Engine Oil Selection

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

### Additional Maintenance

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

### SuperChrome and Alloy Wheel Care

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

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

# 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:

## Maintenance Log

### 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Ball joints and dust covers | <input type="checkbox"/> Radiator and condenser      |
| <input type="checkbox"/> Brake lines and hoses       | <input type="checkbox"/> Rear differential oil (4WD) |
| <input type="checkbox"/> Drive shaft boots           | <input type="checkbox"/> Steering gear box           |
| <input type="checkbox"/> Engine coolant <sup>3</sup> | <input type="checkbox"/> Steering linkage and boots  |
| <input type="checkbox"/> Exhaust pipes and mountings | <input type="checkbox"/> Transfer case oil (4WD)     |

**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>
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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:**

MAINTENANCE

<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 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

## 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:

## Maintenance Log

### 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:

- |  |   |
|--|---|
| <input type="checkbox"/> Automatic transmission for signs of leakage           | <input type="checkbox"/> Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses |
| <input type="checkbox"/> Ball joints and dust covers                           | <input type="checkbox"/> Fuel tank cap gasket   |
| <input type="checkbox"/> Brake lines and hoses                                 | <input type="checkbox"/> Radiator and condenser   |
| <input type="checkbox"/> Brake linings/drums and brake pads/discs <sup>3</sup> | <input type="checkbox"/> Rear differential oil (4WD)  |
| <input type="checkbox"/> Drive shaft boots                                     | <input type="checkbox"/> Steering gear box  |
| <input type="checkbox"/> Engine coolant <sup>4</sup>                           | <input type="checkbox"/> Steering linkage and boots   |
| <input type="checkbox"/> Exhaust pipes and mountings                           | <input type="checkbox"/> Transfer case oil (4WD)  |
| <input type="checkbox"/> Front differential oil                                |   |

#### 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 rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 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

## 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:

## Maintenance Log

### 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Ball joints and dust covers | <input type="checkbox"/> Radiator and condenser      |
| <input type="checkbox"/> Brake lines and hoses       | <input type="checkbox"/> Rear differential oil (4WD) |
| <input type="checkbox"/> Drive shaft boots           | <input type="checkbox"/> Steering gear box           |
| <input type="checkbox"/> Engine coolant <sup>3</sup> | <input type="checkbox"/> Steering linkage and boots  |
| <input type="checkbox"/> Exhaust pipes and mountings | <input type="checkbox"/> Transfer case oil (4WD)     |

**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>
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 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

## 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>6</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 OW-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:



## Maintenance Log

### 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:

- |  |   |
|--|---|
| <input type="checkbox"/> Automatic transmission for signs of leakage           | <input type="checkbox"/> Front differential oil   |
| <input type="checkbox"/> Ball joints and dust covers                           | <input type="checkbox"/> Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses |
| <input type="checkbox"/> Brake lines and hoses                                 | <input type="checkbox"/> Fuel tank cap gasket   |
| <input type="checkbox"/> Brake linings/drums and brake pads/discs <sup>3</sup> | <input type="checkbox"/> Radiator and condenser   |
| <input type="checkbox"/> Drive belts <sup>4</sup>                              | <input type="checkbox"/> Rear differential oil (4WD)  |
| <input type="checkbox"/> Drive shaft boots                                     | <input type="checkbox"/> Steering gear box  |
| <input type="checkbox"/> Engine coolant <sup>5</sup>                           | <input type="checkbox"/> Steering linkage and boots   |
| <input type="checkbox"/> Exhaust pipes and mountings                           | <input type="checkbox"/> Transfer case oil (4WD)  |

#### 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
- ☐ Replace front differential oil
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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> Initial inspection at 60,000 miles/72 months. Inspect every 15,000 miles/18 months thereafter.

<sup>5</sup> Refer to "Engine 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.

# 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 OW-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:

## Maintenance Log

### 75,000 miles or 90 months

- |   |  |
|---|--|
| <input type="checkbox"/> Check installation of driver's floor mat | <input type="checkbox"/> Rotate tires  |
| <input type="checkbox"/> Inspect and adjust all fluid levels      | <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs |
| <input type="checkbox"/> Inspect wiper blades                     |  |

**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:

- |  |  |
|--|--|
| <input type="checkbox"/> Ball joints and dust covers | <input type="checkbox"/> Radiator and condenser      |
| <input type="checkbox"/> Brake lines and hoses       | <input type="checkbox"/> Rear differential oil (4WD) |
| <input type="checkbox"/> Drive belts                 | <input type="checkbox"/> Steering gear box           |
| <input type="checkbox"/> Drive shaft boots           | <input type="checkbox"/> Steering linkage and boots  |
| <input type="checkbox"/> Engine coolant <sup>3</sup> | <input type="checkbox"/> Transfer case oil (4WD)     |
| <input type="checkbox"/> Exhaust pipes and mountings |  |

**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>
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 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:

## Maintenance Log

### 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:

- |  |   |
|--|---|
| <input type="checkbox"/> Automatic transmission for signs of leakage           | <input type="checkbox"/> Front differential oil   |
| <input type="checkbox"/> Ball joints and dust covers                           | <input type="checkbox"/> Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses |
| <input type="checkbox"/> Brake lines and hoses                                 | <input type="checkbox"/> Fuel tank cap gasket   |
| <input type="checkbox"/> Brake linings/drums and brake pads/discs <sup>3</sup> | <input type="checkbox"/> Radiator and condenser   |
| <input type="checkbox"/> Drive belts   | <input type="checkbox"/> Rear differential oil (4WD)  |
| <input type="checkbox"/> Drive shaft boots                                     | <input type="checkbox"/> Steering gear box  |
| <input type="checkbox"/> Engine coolant <sup>4</sup>                           | <input type="checkbox"/> Steering linkage and boots   |
| <input type="checkbox"/> Exhaust pipes and mountings                           | <input type="checkbox"/> Transfer case oil (4WD)  |

### 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 rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 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

## 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 coolant <sup>3</sup>
- ☐ 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:

# Maintenance Log

## 105,000 miles or 126 months

- |   |  |
|---|--|
| <input type="checkbox"/> Check installation of driver's floor mat | <input type="checkbox"/> Rotate tires  |
| <input type="checkbox"/> Inspect and adjust all fluid levels      | <input type="checkbox"/> Visually inspect brake linings/drums and brake pads/discs |
| <input type="checkbox"/> Inspect wiper blades                     |  |

**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:

- |  |  |
|--|--|
| <input type="checkbox"/> Ball joints and dust covers | <input type="checkbox"/> Radiator and condenser      |
| <input type="checkbox"/> Brake lines and hoses       | <input type="checkbox"/> Rear differential oil (4WD) |
| <input type="checkbox"/> Drive belts                 | <input type="checkbox"/> Steering gear box           |
| <input type="checkbox"/> Drive shaft boots           | <input type="checkbox"/> Steering linkage and boots  |
| <input type="checkbox"/> Engine coolant <sup>4</sup> | <input type="checkbox"/> Transfer case oil (4WD)     |
| <input type="checkbox"/> Exhaust pipes and mountings |  |

**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>
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 replacement at 100,000 miles/120 months. Replace every 50,000 miles/60 months thereafter. Refer to "Engine Coolant" in the "Explanation of Maintenance Items" section in the back of this guide for more information.

<sup>4</sup> Refer to "Engine 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:



## Maintenance Log

**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:**

- |  |   |
|--|---|
| <input type="checkbox"/> Automatic transmission for signs of leakage           | <input type="checkbox"/> Front differential oil   |
| <input type="checkbox"/> Ball joints and dust covers                           | <input type="checkbox"/> Fuel lines and connections, fuel tank band and fuel tank vapor vent system hoses |
| <input type="checkbox"/> Brake lines and hoses                                 | <input type="checkbox"/> Fuel tank cap gasket   |
| <input type="checkbox"/> Brake linings/drums and brake pads/discs <sup>4</sup> | <input type="checkbox"/> Radiator and condenser   |
| <input type="checkbox"/> Drive belts   | <input type="checkbox"/> Rear differential oil (4WD)  |
| <input type="checkbox"/> Drive shaft boots                                     | <input type="checkbox"/> Steering gear box  |
| <input type="checkbox"/> Engine coolant <sup>5</sup>                           | <input type="checkbox"/> Steering linkage and boots   |
| <input type="checkbox"/> Exhaust pipes and mountings                           | <input type="checkbox"/> Transfer case oil (4WD)  |

**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
- ☐ Replace front differential oil
- ☐ Replace rear differential oil (4WD)
- ☐ Replace transfer case oil (4WD)
- ☐ 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 2GR-FE engines, it is imperative to use the Denso-manufactured spark plug FK20HR11 or equivalent, which enables full engine performance.

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

<sup>5</sup> Refer to "Engine 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.

MAINTENANCE

## Explanation of Maintenance Items

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

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

### Automatic Transmission Fluid

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

### Ball Joints and Dust Covers

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

### Brake Lines and Hoses

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

### Brake Linings/Drums and Brake Pads/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 Belts

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

## Explanation of Maintenance Items

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### 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 Coolant

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

Your Toyota is equipped with Genuine Toyota Super Long-Life Coolant. The replacement intervals for engine coolant recommended in this booklet are based on replacement with Genuine Toyota Super Long-Life Coolant or similar high-quality 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.

### Front and Rear Differential Oil

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

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

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

### Fuel Tank Cap Gasket

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

### Nuts and Bolts on Chassis and Body

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

### Radiator and Condenser

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

### Spark Plugs

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

### Steering Gear Box

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

## Explanation of Maintenance Items

---

### Steering Linkage and Boots

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

### Tire Rotation

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

### Transfer Case Oil

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

### Wiper Blades

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

MAINTENANCE

## Vehicle Identification

---

Model \_\_\_\_\_

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

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

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

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

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

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

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

**MAINTENANCE**

## Notes

[illegible]

## MAINTENANCE

## Notes

# MAINTENANCE



## Notes

[illegible]

## MAINTENANCE

## Notes

# MAINTENANCE

## Notes

[illegible]

## MAINTENANCE

# MAINTENANCE



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***This sender cannot receive replies.***

Janice,

We received a claim regarding your 2015 TOYOTA RAV4. A member of our team, Claim Team, will review your coverage and get your claim moving through the process as soon as possible. We'll contact you if we need additional information.

**Claim Information:**

- Claim number: 59-994B-726
- Date of loss: 10/11/2016
- Named Insured: Janice Toler
- Claim associate(s): Claim Team
- Contact number: 855-341-8184
- Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

**What's Next?**

Now that we're reviewing your claim, you can track the status on the State Farm® website by clicking Check Claims Status below.

**Check Claims Status**

Check Claims Status provides information about our Select Service® Program, repair facilities, estimates and payments on your claim(s), and other claim-related information. You'll find our Select Service Repair Facilities by clicking on [Find a Repair Facility](#).

Please note: Protecting your personal information is important to us. Check Claims Status will ask you to log in with a user name and password each time you access this site.

Questions? Call us at the number listed above.

Thank you for choosing State Farm!

**Stay Connected with State Farm**



**Email intended for: Janice Toler**

**Please do not reply to this message.** This email was sent from a notification-only address that cannot accept incoming emails.

You received this email at J2012LT@GMAIL.COM because you have a State Farm policy/account or you have requested information from State Farm.

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1007443

2001 148854 201 03-17-2016



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Janice,

We make every effort to streamline your claim experience. As information is received, we may add or change the claim associate(s) assigned to work with you to help you receive the specialized service you deserve.

Contact information for your current claim associate(s) is below:

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: Comprehensive  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: General Questions  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

**Important Information**

Claim number: 59-994B-726  
Date of loss: 10/11/2016  
Named Insured: Janice Toler

### Additional Information

You can find information about your claim and our processes on the Check Claims Status page.

**Check Claims Status**

Please note: Protecting your personal information is important to us. Check Claims Status will ask you to log in with a user name and password each time you access this site.

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Email Intended for: Janice Toler

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1007751

2000 149954 200 01-25-2016





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***This sender cannot receive replies.***

Janice,

We authorized your car rental with Hertz Local Edition. If you have questions about your rental, contact Hertz directly at 352-243-2070.

**Important Information**

Claim number: 59-994B-726  
Date of loss: 10/11/2016  
Named Insured: Janice Toler

Claim associate(s): Claim Team  
Handling: Comprehensive  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: General Questions  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

**Additional Information**

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[Check Claims Status](#)

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Email intended for: Janice Toler

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1007750

2000 149955 200 02-22-2016



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Janice,

This message is for your awareness only. An estimate for your 2015 Toyota Rav4 is available for you to view on the Check Claims Status page.

**Important Information**

Claim number: 59-994B-726  
Date of loss: 10/11/2016  
Named Insured: Janice Toler

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Sun: 8:30 a.m. - 7:00 p.m.

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Handling: Comprehensive  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Handling: General Questions  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

**Additional Information**

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**Check Claims Status**

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Email intended for: Janice Toler

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1007561

2001 149288 201 07-22-2016

Providing Insurance and Financial Services  
Home Office, Bloomington, IL



October 19, 2016

Janice L Toler  
10616 Vista Del Sol Cir  
Clermont FL 34711-8027

Exp Office ATL  
PO Box 52250  
Phoenix AZ 85072-2250

RE: Claim Number: 59-994B-726  
Date of Loss: October 11, 2016  
Our Insured: Janice L Toler

Dear Janice L Toler:

State Farm Insurance® sent an Electronic Funds Transfer (EFT) on October 19, 2016 to the bank account you provided to us. If you have not received the payment within four banking days, please notify us immediately.

**Payment Details**

Coverage	Amount Paid
Janice L Toler / Comprehensive	\$488.74
Total Electronic Funds Transfer (EFT) Amount	\$488.74

Sincerely,

Robert Holland  
Claim Associate  
(855) 341-8184

State Farm Mutual Automobile Insurance Company

NOTICE: If you did not provide us with bank account information or you were not expecting an electronic funds transfer payment, please contact our Audit Confirmation Team at (888) 443 6207.



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***This sender cannot receive replies.***

Janice,

This message is for your awareness only. An estimate for your 2015 Toyota Rav4 is available for you to view on the Check Claims Status page.

**Important Information**

Claim number: 59-994B-726  
Date of loss: 10/11/2016  
Named Insured: Janice Toler

Claim associate(s): Claim Team  
Handling: Comprehensive  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Claim associate(s): Claim Team  
Handling: General Questions  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
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Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

**Additional Information**

You can find information about your claim and our processes on the Check Claims Status page.

[REDACTED]

**Check Claims Status**

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Email intended for: Janice Toler

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1007561

2001 149288 201 07-22-2016



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Janice,

We made the following payment on your claim:

**Payment:**

Date issued: 10/26/2016  
Mailed to: 16851 STATE ROAD 50, CLERMONT, FL 347115963  
Payment method/number: Paper/119992281J  
Status: Not Cashed  
Payment amount: \$749.00

**Important Information**

Claim number: 59-994B-726  
Date of loss: 10/11/2016  
Named Insured: Janice Toler

Claim associate(s): Claim Team  
Handling: Comprehensive  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
Sat: 7:30 a.m. - 8:00 p.m.  
Sun: 8:30 a.m. - 7:00 p.m.

Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.  
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Claim associate(s): Claim Team  
Handling: General Questions  
Contact number: 855-341-8184  
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Claim associate(s): Claim Team  
Handling: Rental Reimbursement  
Contact number: 855-341-8184  
Claims office hours: Mon-Fri: 6:30 a.m. - 9:00 p.m.



Sat: 7:30 a.m. - 8:00 p.m.

Sun: 8:30 a.m. - 7:00 p.m.

#### Additional Information

You can find information about your claim and our processes on the Check Claims Status page.

[Check Claims Status](#)

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#### Stay Connected with State Farm



Email Intended for: Janice Toler

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1007965

2002 150464 202 07-29-2016 12:00:00 AM

Providing Insurance and Financial Services  
Home Office, Bloomington, IL



October 26, 2016

Janice L Toler  
10616 Vista Del Sol Cir  
Clermont FL 34711-8027

State Farm Claims  
P O Box 52250  
Phoenix AZ 85072-2250

RE: Claim Number: 59-994B-726  
Date of Loss: October 11, 2016  
Our Insured: Janice L Toler

Dear Janice L Toler:

We have determined there is additional damage to your vehicle.

We have prepared a supplemental estimate for your vehicle. Enclosed is a copy for your records.

Payment has been sent directly to the body shop in the amount of \$749.00.

Our goal is to ensure a quality repair is done to your vehicle. Consequently, a supplemental estimate is sometimes needed. If you have questions about the attached supplemental estimate, please let us know.

Sincerely,

Miranda Morelli  
Claim Associate  
(855) 341-8184  
Fax: (855) 666-0964

State Farm Mutual Automobile Insurance Company

Enclosures: Estimate Copy

JS 42 (Rev. 08/16)

## CIVIL COVER SHEET

5:16-cv-727-JSM-PRL

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

JANICE TOLER

(b) County of Residence of First Listed Plaintiff LAKE COUNTY  
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)  
Pennekamp Law, P.A.  
2811 SW 3rd Ave, Miami, FL 33129  
305-860-4445

## DEFENDANTS

TOYOTA MOTOR CORPORATION, and  
TOYOTA MOTOR SALES, U.S.A., INC.,County of Residence of First Listed Defendant LOS ANGELES COUNTY  
(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 checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input checked="" type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input 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 checked="" 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 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"/> 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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>PRISONER PETITIONS</b> <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 USC 31332Brief description of cause: Defective component in automobile causing damage in excess of \$5 million

## VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

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

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/16/2016

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

1713