UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

NED SIMERLEIN, JAMES ECKHOFF, MARICEL LOPEZ, CRAIG KAISER, JOHN F. PRENDERGAST, RAYMOND and ROSARIO ALVAREZ, KAREN EASON, JENNIFER SOWERS, JENNIFER FRANKLIN, JORDAN AMRANI, CRYSTAL GILLESPIE, MELISSA STALKER, DILLEN STEEBY, PAULA McMILLIN, JOSEPH C. HARP Jr., and JAMES and MELISSA JUGO TINNEY, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES, USA, INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., and TOYOTA MOTOR MANUFACTURING, INDIANA, INC.,

Defendants.

Case No. 3:17-CV-01091

SECOND AMENDED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Ned Simerlein, James Eckhoff, Maricel Lopez, Craig Kaiser, John F. Prendergast, Raymond and Rosario Alvarez, Karen Eason, Jennifer Sowers, Jennifer Franklin, Jordan Amrani, Crystal Gillespie, Melissa Stalker, Dillen Steeby, Paula McMillin, Joseph C. Harp Jr., and James and Melissa Jugo Tinney ("Plaintiffs") bring this class action on behalf of themselves and all others similarly situated against defendants Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, USA, Inc., Toyota Motor Engineering & Manufacturing North America, Inc. and Toyota Motor Manufacturing, Indiana, Inc. (collectively, "Toyota"). Based on personal knowledge as to themselves, and on information and belief based on the investigation of counsel, including counsel's review of consumer complaints available on the database of the National Highway Transportation Safety Administration ("NHTSA") and other publicly available information, as to all other matters, Plaintiffs allege as follows:

INTRODUCTION

1. On or about December 23, 2016, as required by the National Traffic and Motor Vehicle Safety Act,¹ Toyota issued an interim safety recall notice ("Safety Recall Notice" or "Safety Recall")² for model year 2011 through 2016 Toyota Siennas with power sliding doors ("Recalled Siennas" and, together with model year 2017 – 2018 Siennas, the "Class Vehicles").³ In the Safety Recall Notice, Toyota admitted there is a dangerous defect in the rear passenger power sliding doors of the Recalled Siennas because the power doors can unexpectedly and independently open while the vehicle is in motion:

¹ 49 U.S.C. § 30118(c) (the "Safety Act").

² A true and correct copy of the Safety Recall Notice is attached hereto as Exhibit A.

³ The Class Vehicles include model year 2017 – 2018 Siennas because, on information and belief, they have the same or materially the same sliding doors as those in the Recalled Siennas. All Siennas manufactured by Toyota at any time, whether or not Class Vehicles, are sometimes referenced herein as "Siennas."

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. Toyota has decided that a defect, which relates to motor vehicle safety, exists in certain 2011 – 2016 Model Year Sienna Vehicles.

* * * *

In the involved vehicles, there is a possibility that if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

(Emphasis supplied). Approximately 744,000 Siennas are covered by the Safety Recall and the same dangerous condition is present in the 2017 and 2018 models.

- 2. Toyota has thus conceded that the defective power sliding rear doors in the Class Vehicles ("Defective Doors") present an immediate risk of physical injury when used in their intended manner, and therefore are inherently dangerous when used for their ordinary purpose. According to an article about the Safety Recall in Fortune Magazine, Toyota has stated it "would like to refrain from commenting whether there were any injuries or crashes as a result of the safety flaw."
- 3. In fact, Toyota has known that the power sliding doors in its Siennas, which it consistently marketed as safe, convenient family vehicles, suffered from problems prior to the issuance of the Safety Recall Notice. Toyota knew there were consumer complaints about the Defective Doors in its Siennas, including that the doors could open while the vehicle was in motion or could close or jam, which posed a safety risk to occupants in the rear passenger seats.
- 4. As detailed in Section IV(A), since at least 2007, consumers lodged numerous complaints with NHTSA specifically about the extremely dangerous condition of the Defective

⁴ See "Toyota Is Recalling More Vehicles—And This Time It Has Nothing To Do With Airbags," Fortune Magazine, Nov. 22, 2016, available at http://fortune.com/2016/11/22/toyota-sienna-sliding-door-recall (last visited June 11, 2017).

Doors opening independently while they were driving Siennas, often with their children in the rear passenger seats:

- a. While driving ... door slid open on my 11 year old son ... My daughter frantically grabbed her brother (whom was buckled) thank God. Until I was able to pull over to safety....⁵
- b. "... with a van full of 3 children, age 8 and under ... [p]ouring down rain, the door decides to malfunction, and would not close electrically or manually. **I had to drive home w/ the door open**. The problem has since been ongoing and now we just don't use the door"; 6
- c. "... despite the electric doors being turned off, while my husband was driving with all 4 of our babies the door opened and got stuck."
- 5. In addition, as detailed in Section IV(B), since at least 2007, consumers also reported to NHTSA instances of the Defective Doors in the Siennas closing independently, freezing in a partially open position, and jamming, including instances of the Defective Doors actually closing on their children's arms, hands, and fingers:
 - a. "The sliding door was opening ..., but opened only halfway before slamming shut very quickly. ... [and] [m]y daughter had started getting into the car, so the door slammed shut on her finger and actually latched closed with her finger stuck inside";8
 - b. "The sliding door independently closed on the child's arm";⁹
 - c. "The door did not release automatically and only released when he used his other hand to push the "door open" button. **Unfortunately he suffered a fracture of his 4th right metacarpal.** We are very concerned about the close proximity of the door mechanism and the seat belt, and also about the lack of a safety mechanism for automatic sensing/release." 10

⁵ NHTSA database, NHTSA ID No. 10938424, Post Date 12/10/2016. All emphasis in NHTSA quotes herein is supplied. All typographical errors were in original complaint postings. On the NHTSA website, all consumer complaints are posted in all capital letters. They have been changed into standard sentence capitalization here for readability.

⁶ NHTSA database, NHTSA ID No. 10816998, Post Date 12/30/2015.

⁷ NHTSA database, NHTSA ID No. 10283000, Post Date 09/06/2009.

⁸ NHTSA database, NHTSA ID No. 10554193, Post Date 11/30/2013.

⁹ NHTSA database, NHTSA ID No. 10513006, Post Date 05/21/2013.

¹⁰ NHTSA database, NHTSA ID No. 08/20/2012 Post Date 03/07/2012.

- 6. Toyota's self-described "safety flaw" in the Siennas' Defective Doors exposes occupants and others to extreme danger, even death. Doors sliding open while the van is in motion can result in passengers (especially young children) falling out of or being ejected from a moving vehicle. The doors independently closing, freezing mid-operation, and jamming can result in serious bodily injury if an arm, leg, hand, foot or neck is trapped by the door. Unintended door closings can also cause property damage; indeed, one driver reported that the Defective Doors actually crushed his laptop. If the doors close and do not reopen, a person can get trapped inside the van and be unable to exit in case of an accident or other emergency. Each of these extremely dangerous scenarios can cause driver distraction and result in a collision that can harm vehicle occupants and others on the road.
- 7. While Toyota knew about the Defective Doors and the dangers they present for over a decade, Toyota continued to manufacture, market, sell, lease, and warrant its Siennas in order to reap profits, without disclosing that the power sliding doors were inherently defective, dangerous and created a grave risk of bodily harm and death. Toyota not only knew of the NHTSA complaints, it had received 399 additional direct reports of the condition through warranty claims and field reports. In addition, beginning in 2004, Toyota issued multiple technical service bulletins ("TSBs") to dealer technicians (but with no notice to consumers) with purported fixes for various problems Toyota itself identified in the Defective Doors none of which worked. Moreover, in January 2014, Toyota began a two-year investigation of the potential causes for the dangerous conditions created by the Defective Doors before finally and belatedly issuing the interim Safety Recall in December 2016 albeit without a fix. Toyota did not disclose what it knew to prospective and existing purchasers and lessees and, in fact,

actively concealed it. Thus, Plaintiffs and other Class members were unknowingly driving Siennas with Defective Doors that were ticking time bombs.

- 8. Toyota's sale of the Class Vehicles with the dangerous Defective Doors is particularly egregious because Toyota marketed these vehicles primarily to families with children. Toyota promoted the Siennas as safe and convenient, and charged a premium for the power sliding door feature. Parents buy or lease Siennas precisely because they have power sliding doors, which supposedly enable them to safely load their children in the rear passenger seats when, for example, they have one young child in each arm or are carrying groceries with their children in tow. Toyota's marketing and advertising for the Siennas is replete with assurances about their safety, which is of paramount concern to parents. A family minivan with power sliding doors that can autonomously open while parents are driving their children, or that can close independently or jam, potentially trapping a child's arm or leg, is intrinsically unsafe, and renders Toyota's marketing of the Siennas as safe patently untrue and materially misleading.
- 9. In the Safety Recall Notice, Toyota admitted it did not have a "fix" for the dangerously Defective Doors and would send a second notification when a remedy was available. Toyota "suggest[ed]" that, in the interim, drivers disable the power sliding door system a key feature of the Sienna and a primary reason Plaintiffs and other parents drive them if they wanted to avoid the possibility that the doors would open of their own accord while the vehicle was on the road. Toyota thus put consumers in the position of having to choose between driving their Siennas with dangerously defective sliding doors or, in order to keep occupants safe, disabling the power doors for which they paid a premium.

- 10. Toyota announced a purported remedy for the Defective Doors in a July 12, 2017 letter to its dealers, but, again, not to consumers. The letter describes the safety flaw as merely being an issue with the power door motor fuse that can cause the doors to slide open while driving. The problem of doors closing, jamming, and freezing is not addressed at all. The letter directs Toyota dealers to purchase parts and "replace the instrument panel junction block and install new wire harnesses connecting it to the power sliding doors" (the "Recall Repair")¹¹ As set forth in Section V(E), however, this purported fix does not cure all of the defects in the power sliding doors, because the root of the problem is not solely the junction box or the harnesses, but a uniform fundamental design flaw that pervades the entire power sliding door system, including other components such as the lock assemblies/latches, hinges and fuel doors. The system is underdesigned and unsophisticated, and cannot perform, let alone safely perform, the functions advertised by Toyota. Among other flaws, the sliding door system has a marginalized motor and cable system that can be overwhelmed by foreseeable conditions and uses such that the doors can appear to be latched when they are not, and can open, close, swing from side to side, and freeze. The highly touted jam protection system does not function properly, in part because there is only a ¼ inch pressure sensor on the outside edge of the door, leaving approximately 8 inches of the door jamb without sensor protection. In addition, the system is riddled with poor quality parts, including lock assemblies/latches, hinges and cables that fail prematurely.
- 11. Even if there were to be a permanent fix that completely corrects all of the problems plaguing the Defective Doors, the Safety Recall has decreased the intrinsic and resale value of the Class Vehicles. Plaintiffs and other Class members have been damaged as a result.

¹¹ A true and correct copy of Toyota's July 12, 2017 letter to dealers is attached hereto as Exhibit B.

- 12. Toyota's knowing sale of the Class Vehicles with dangerous Defective Doors, its decades-long concealment of the grave risks associated with these doors, and its touting the safety and convenience of Siennas in order to increase sales and profits despite this knowledge, shocks the conscience. Toyota's belated issuance of the interim Safety Recall without a fix and its failure to provide a permanent fix that addresses all of the problems in the Defective Doors has put hundreds of thousands if not millions of people many of whom are children at risk.
- 13. Plaintiffs, on behalf of themselves and the Classes (defined below), assert claims seeking redress for Toyota's egregious and unconscionable misconduct. Plaintiffs assert: (a) a multi-state class claim for Toyota's violations of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §§ 42-110a, et seq.) ("CUTPA") and materially identical state consumer protection statutes; (b) individual state class claims for violations of (i) CUTPA, (ii) the Alabama Deceptive Trade Practices Act (Ala. Code §§ 8-19-1, et seq.); (iii) the California Consumer Legal Remedies Act (Cal. Civ. Code. §§ 1750, et seq.), (iv) the California Unfair Competition Law (CAL. BUS. & PROF. CODE §§ 17200, et seq; (v) the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, et seq.); (vi) the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, et seq.); (vii) the Indiana Deceptive Consumer Sales Act (Indiana Code § 24-5-0.5 et seq.); (viii) the Kentucky Consumer Protection Act (Ky. Rev. Stat. Ann. §§ 367.110, et seq.); (ix) the Maine Unfair Trade Practices Act (Me. Rev. Stat. Ann. Tit. 5 § 205-A, et seq.); (x) the Missouri Merchandising Practices Act (Mo. Rev. Stat. §§ 407.010, et seq.); (xi) the New York General Business Law (N.Y. G.B.L. § 349); (xii) the Oregon Unlawful Trade Practices Law (Or. Rev. Stat. §§ 646.605, et seq.); (xiii) the Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 Pa. Cons. Stat. §§ 201-1, et seq.); (c) claims for (i) breach of express warranty, (ii) breach of implied warranty, (iii) unjust

enrichment and (*iv*) fraudulent omission under various state laws; and (d) a claim for violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* on behalf of a nationwide class. Plaintiffs seek damages, restitution and punitive damages, and appropriate equitable relief. Plaintiffs do not allege claims for personal injury.

JURISDICTION AND VENUE

- 14. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because Plaintiffs and members of the proposed Classes are citizens of states different from Toyota's home states, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.
- 15. Jurisdiction is also proper in this Court pursuant to 28 U.S.C. § 1331 because Plaintiffs' claims under the Magnusson Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*, arise under federal law, and this Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.
- 16. This Court has jurisdiction over Toyota because it conducts substantial business in this District and some of the actions giving rise to this action took place in this District and/or caused injury to property in this state; and products, materials, or things processed, serviced, or manufactured by Toyota anywhere were used or consumed in this state in the ordinary course of commerce, trade, or use. Toyota is one of the largest manufacturers and sellers of automotive vehicles in the world. Defendants have, at all relevant times, conducted and continue to conduct, business in Connecticut, and every other state in the country.
- 17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this District, Toyota has caused harm to Plaintiff Simerlein and other Class members in this District, and Toyota is a resident of this District under 28 U.S.C. § 1391(c)(2) because it is subject to

personal jurisdiction in this District. Also, venue is proper in this district pursuant to 18 U.S.C. § 1965.

THE PARTIES

I. PLAINTIFFS

A. Connecticut

- 18. Plaintiff Ned Simerlein resides in Cheshire, New Haven County, Connecticut, with his wife and two daughters. His daughters are aged, as of the filing of this action, 3 years and 11 months respectively.
- 19. Plaintiff Simerlein owns a 2013 Toyota Sienna XLE with power rear sliding doors, which he purchased used in or around September 30, 2016 from a Toyota dealership located in New Jersey.
- 20. Prior to purchasing his 2013 Toyota Sienna, Plaintiff Simerlein conducted internet research about different models of family vehicles. He was expressly interested in purchasing an SUV or minimal with power sliding doors for the convenience and assistance they would provide to him and his wife in loading their young children and cargo.
- 21. Plaintiff Simerlein was aware of Toyota's decades-long marketing message of safety which is one of the reasons he looked closely at the Toyota Sienna which had power sliding doors. His research included a careful review of Toyota's website, including claims about the safety and convenience of the Siennas.
- 22. Safety was the top concern of Plaintiff Simerlein and his wife in choosing their new vehicle and is what led them to opt for the Sienna. When Plaintiff Simerlein purchased the Sienna, he believed that it was one of the safest vehicles available and was top of the line. He purchased the vehicle believing he and wife and children would be safer in it than they would be in a car not specifically marketed as a safe family vehicle.

- 23. In December 2016, Plaintiff Simerlein received the Safety Recall Notice from Toyota, informing him of the defective power sliding doors. Plaintiff Simerlein is extremely concerned about the risk that his rear passenger doors could open independently while he or his wife are driving their Sienna and the harm it can cause to their children.
- 24. The Defective Doors create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to Plaintiff Simerlein and his family.
- 25. Plaintiff Simerlein did not receive the benefit of his bargain. He purchased a vehicle that is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defective Doors have significantly diminished the intrinsic and resale value of Plaintiff Simerlein's Sienna. Plaintiff Simerlein's and all other Class Vehicles have been stigmatized as a result of being equipped with the Defective Doors and the publicity of the safety recall.
- 26. Plaintiff Simerlein would not have purchased his Class Vehicle or would not have paid as much for it as he did if he had known of the Defective Doors.

B. Alabama

- 27. Plaintiff Jennifer Franklin is a resident of Woodstock, Alabama.
- 28. Ms. Franklin owns a 2014 Toyota Sienna XLE equipped with sliding doors. Ms. Franklin purchased her Sienna used from Moore Nissan in Bessemer, Alabama.
- 29. Toyota failed to disclose the sliding door defect to Ms. Franklin before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. Franklin, therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable

vehicle. Ms. Franklin would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.

30. The sliding doors in Ms. Franklin's Sienna have stalled dozens of times since purchase and continue to do so. In November 2016, a Sliding Door on her Sienna spontaneously opened while Ms. Franklin was driving with her children. As a result, Ms. Franklin stopped driving her Sienna.

C. California

Raymond and Rosario Alvarez

- 31. Plaintiffs Raymond and Rosario Alvarez are residents of Rancho Cucamonga, California.
- 32. Mr. and Ms. Alvarez own a 2011 Toyota Sienna equipped with sliding doors.

 Mr. and Ms. Alvarez purchased their Sienna new from Power Toyota Cerritos.
- 33. Toyota failed to disclose the sliding door defect to Mr. and Ms. Alvarez before they purchased their Sienna, despite Toyota's knowledge of the defect. Mr. and Ms. Alvarez, therefore, purchased their Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Mr. and Ms. Alvarez would not have purchased or paid as much for their Sienna if they knew it was defective and unsafe to themselves and others because it contains the Defective Doors.
- 34. The sliding doors in Mr. and Ms. Alvarez's Sienna have stalled many times and continue to do so. In addition, the sliding doors in their Sienna have spontaneously opened, while the vehicle was in motion, on numerous occasions.

Karen Eason

35. Karen Eason is a resident of Jurupa Valley, California.

- 36. Ms. Eason owns a 2011 Toyota Sienna equipped with sliding doors. She purchased her Sienna new from Larry Miller Toyota in Corona, California.
- 37. Toyota failed to disclose the sliding door defect to Ms. Eason before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. Eason, therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Ms. Eason would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.

Jennifer Sowers

- 38. Jennifer Sowers is a resident of Lodi, California.
- 39. Ms. Sowers owns a 2013 Toyota Sienna equipped with sliding doors. Ms. Sowers purchased her Sienna new from Geweke Toyota in Lodi, California.
- 40. Toyota failed to disclose the sliding door defect to Ms. Sowers before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. Sowers, therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Ms. Sowers would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.

D. Florida

- 41. Plaintiff Maricel Lopez resides in Port St. Lucie, St. Lucie County, Florida, with her husband and three children. Her children are aged, as of the filing of this Amended Complaint, fourteen, ten, and eight years old years old respectively.
- 42. Plaintiff Lopez owns a 2011 Toyota Sienna LE with power rear sliding doors, which she purchased new in 2011 at Toyota of Vero Beach in Vero Beach, Florida.

- 43. Prior to purchasing her 2011 Toyota Sienna, Plaintiff Lopez was specifically interested in a minivan with power sliding doors for the convenience of her family, and safety was a top concern for her and her husband in choosing a new vehicle. Prior to purchasing this 2011 Toyota Sienna, Plaintiff Lopez had a perception of Toyota as being safe, and believed it was top rated for safety and reliability. When Plaintiff Lopez purchased her Toyota Sienna, she believed it was one of the safest vehicles available with power sliding doors.
- 44. The Defective Doors create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to Plaintiff Lopez and her family which Toyota did not disclose and of which she was unaware.
- 45. Plaintiff Lopez did not receive the benefit of her bargain. She purchased her Class Vehicle without knowing that it is of a lesser standard, grade, and quality than represented, and she did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defective Doors have significantly diminished the intrinsic and resale value of Plaintiff Lopez's Sienna. Plaintiff Lopez's and all other Class Vehicles have been stigmatized as a result of being equipped with the Defective Doors and the publicity of the Safety Recall.
- 46. Plaintiff Lopez would not have purchased this Class Vehicle or would not have paid as much for it as she did if she had known of the Defective Doors.

E. Illinois

- 47. Plaintiff Jordan Amrani is a resident of Skokie, Illinois.
- 48. Mr. Amrani owns a 2013 Toyota Sienna equipped with sliding doors. Mr. Amrani purchased his Sienna new from Schaumburg, Illinois.
- 49. Toyota failed to disclose the sliding door defect to Mr. Amrani before he purchased his Sienna, despite Toyota's knowledge of the defect. Mr. Amrani, therefore,

purchased his Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Mr. Amrani would not have purchased or paid as much for his Toyota Sienna if he knew it was defective and unsafe to himself and others because it contains the Defective Doors.

F. Indiana

- 50. Plaintiff Craig Kaiser resides in Noblesville, Hamilton County, Indiana with his wife and three children. His oldest child is four years old and has special needs limiting his mobility. His younger children are one-year-old twins.
- 51. Plaintiff Kaiser owns a 2015 Toyota Sienna LE with power rear sliding doors, which he purchased new in January 2015 in Chicago, Illinois.
- 52. Plaintiff Kaiser conducted internet research on Toyota's website for information about Toyota Sienna's features prior to purchasing his 2015 Toyota Sienna. He and his wife were specifically interested in the power sliding door feature, and safety was a top concern for Plaintiff Kaiser in choosing a new vehicle. Prior to purchasing his 2015 Toyota Sienna, Plaintiff Kaiser had a perception that Toyota's reputation is for making particularly safe and high quality vehicles.
- 53. The Defective Doors create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to Plaintiff Kaiser and his family, which Toyota did not disclose and of which he was unaware.
- 54. Plaintiff Kaiser did not receive the benefit of his bargain. He purchased his Class Vehicle without knowing that it is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defective Doors have significantly diminished the intrinsic and resale value of Plaintiff Kaiser's Sienna. Plaintiff Kaiser's and all

other Class Vehicles have been stigmatized as a result of being equipped with the Defective Doors and the publicity of the Safety Recall.

55. Plaintiff Kaiser would not have purchased his Class Vehicle or would not have paid as much for it as he did if he had known of the Defective Doors.

G. Kentucky

Crystal Gillespie

- 56. Plaintiff Crystal Gillespie is a resident of Ulysses, Kentucky.
- 57. Ms. Gillespie owns a 2013 Toyota Sienna equipped with sliding doors. Ms. Gillespie purchased her Sienna used from Pop's Chevrolet Buick in Prestonsburg, Kentucky.
- 58. Toyota failed to disclose the sliding door defect to Ms. Gillespie before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. Gillespie, therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Ms. Gillespie would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.
- 59. In July of 2017, the sliding door in Ms. Gillespie's Sienna forcefully closed on her husband despite his attempts to stop it. Additionally, the sliding doors in this vehicle produced a popping sound during open or close operation.

Melissa Stalker

- 60. Plaintiff Melissa Stalker is a resident of Van Lear, Kentucky.
- 61. Ms. Stalker owns a 2017 Toyota Sienna equipped with sliding doors. Ms. Stalker purchased her Sienna new from Walters Toyota in Pikeville, Kentucky.
- 62. Toyota failed to disclose the sliding door defect to Ms. Stalker before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. Stalker therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable

vehicle. Ms. Stalker would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.

63. The Sliding Doors in Ms. Stalker's Sienna have stalled on multiple occasions, forcing the operator to close them manually.

H. Maine

- 64. Plaintiff John F. Prendergast resides in Camden, Knox County, Maine, with his wife and three children. His children are aged, as of the filing of this Amended Complaint, thirteen, five, and three years old respectively.
- 65. Plaintiff owns a 2015 Toyota Sienna XLE with power rear sliding doors, which he purchased in March 2016 in Saco, Maine.
- 66. Prior to purchasing his 2015 Toyota Sienna, Plaintiff Prendergast conducted internet research about different models of family vehicles.
- 67. Safety was a top concern for Plaintiff Prendergast and his wife in choosing their new vehicle. Prior to purchasing his 2015 Toyota Sienna, Plaintiff Prendergast was aware of Toyota's longstanding marketing message of safety. When Plaintiff Prendergast purchased his Toyota Sienna, he believed it was one of the safest vehicles available and was top of the line. He purchased the vehicle believing he and wife and children would be safer in it than they would be in a car not specifically marketed as a safe family vehicle.
- 68. In December 2016 or January 2017, Plaintiff Prendergast received the Safety Recall Notice from Toyota, informing him of the defective power sliding doors. Plaintiff Prendergast is extremely concerned about the risk that his rear passenger doors could open independently while he or his wife are driving their Sienna and the harm it can cause to their children.

- 69. Plaintiff Prendergast did not receive the benefit of his bargain. He purchased a vehicle that is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defective Doors have significantly diminished the intrinsic and resale value of Plaintiff Prendergast's Sienna. Plaintiff Prendergast's and all other Class Vehicles have been stigmatized as a result of being equipped with the Defective Doors and the publicity of the safety recall.
- 70. The Defective Doors create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to Plaintiff Prendergast and his family, which Toyota did not disclose and of which Plaintiff Prendergast was unaware.
- 71. Plaintiff Prendergast would not have purchased his Class Vehicle or would not have paid as much for it as he did if he had known of the Defective Doors.

I. Missouri

- 72. Plaintiff Dillen Steeby is a resident of Lee's Summit, Missouri.
- 73. Mr. Steeby owns a 2015 Toyota Sienna equipped with sliding doors. Mr. Steeby purchased his Sienna new from Jay Wolfe Toyota in Kansas City, Missouri.
- 74. Toyota failed to disclose the sliding door defect to Mr. Steeby before he purchased his Sienna, despite Toyota's knowledge of the defect. Mr. Steeby, therefore, purchased his Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Mr. Steeby would not have purchased or paid as much for his Toyota Sienna if he knew it was defective and unsafe to himself and others because it contains the Defective Doors.
- 75. Concerned about the Defective Doors, Mr. Steeby disabled the power sliding door functionality, and thus no longer enjoys the benefits of that feature.

J. New York

- 76. Plaintiff James Eckhoff resides in North Babylon, Suffolk County, New York. He has a wife and two children. His children are aged, as of the filing of this Amended Complaint, twenty-one and fifteen, and they were eighteen and twelve at the time he purchased his Class Vehicle.
- 77. Plaintiff Eckhoff owns a 2013 Toyota Sienna XLE with power rear sliding doors, which he purchased new in 2013 in Islip, New York.
- 78. Prior to purchasing his 2013 Toyota Sienna, Plaintiff Eckhoff conducted internet research, including on Toyota's website, for information about Toyota Sienna's features. He was specifically interested in the power sliding door feature, and safety was a top concern for Plaintiff Eckhoff in choosing a new vehicle. Prior to purchasing his 2013 Toyota Sienna, Plaintiff Eckhoff believed it was one of the safest vehicles available with power sliding doors.
- 79. The Defective Doors create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to Plaintiff Eckhoff and his family, which Toyota did not disclose and of which he was unaware.
- 58. Plaintiff Eckhoff did not receive the benefit of his bargain. He purchased his Class Vehicle without knowing that it is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defective Doors have significantly diminished the intrinsic and resale value of Plaintiff Eckhoff's Sienna. Plaintiff Eckhoff's and all other Class Vehicles have been stigmatized as a result of being equipped with the Defective Doors and the publicity of the Safety Recall. Plaintiff Eckhoff would not have purchased his Class Vehicle or would not have paid as much for it as he did if he had known of the Defective Doors.

K. Oregon

- 59. Plaintiff Paula McMillin is a resident of Las Vegas, Nevada.
- 60. Ms. McMillin owns a 2013 Toyota Sienna equipped with sliding doors. Ms. McMillin purchased her Sienna new from Beaverton Toyota in Beaverton, Oregon.
- 61. Toyota failed to disclose the sliding door defect to Ms. McMillin before she purchased her Sienna, despite Toyota's knowledge of the defect. Ms. McMillin, therefore, purchased her Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Ms. McMillin would not have purchased or paid as much for her Toyota Sienna if she knew it was defective and unsafe to herself and others because it contains the Defective Doors.
- 62. Concerned about the Defective Doors, Ms. McMillin disabled the power sliding door functionality, and thus no longer enjoys the benefits of that feature.

L. Pennsylvania

- 63. Plaintiff Joseph C. Harp Jr. is a resident of Fort Washington, Pennsylvania.
- 64. Mr. Harp owns a 2015 Toyota Sienna equipped with sliding doors. Mr. Harp purchased his Sienna new from Thompson Toyota in Doylestown, Pennsylvania.
- 65. Toyota failed to disclose the sliding door defect to Mr. Harp before he purchased his Toyota, despite Toyota's knowledge of the defect. Mr. Harp, therefore, purchased his Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Mr. Harp would not have purchased or paid as much for his Toyota Sienna if he knew it was defective and unsafe to himself and others because it contains the Defective Doors.

M. West Virginia

66. Plaintiffs James Tinney and Melissa Jugo Tinney are residents of Charleston, West Virginia.

- 67. Mr. and Dr. Tinney own a 2016 Toyota Sienna equipped with sliding doors. Mr. and Dr. Tinney purchased their Sienna new from Bert Wolfe Toyota in Charleston, West Virginia.
- 68. Toyota failed to disclose the sliding door defect to Mr. and Dr. Tinney before they purchased their Sienna, despite Toyota's knowledge of the defect. Mr. and Dr. Tinney, therefore, purchased their Sienna with the incorrect understanding that it would be a safe and reliable vehicle. Mr. and Dr. Tinney would not have purchased or paid as much for their Toyota Sienna if they knew it was defective and unsafe to themselves and others because it contains the Defective Doors.

II. THE TOYOTA DEFENDANTS

A. Toyota Motor Corporation

- 69. Defendant Toyota Motor Corporation ("TMC") is a Japanese corporation located at 1 Toyota-Cho, Toyota City, Aichi Prefecture, 471-8571, Japan. TMC is the parent corporation of Toyota Motor Sales, U.S.A., Inc.
- 70. TMC, through its various entities, designs, manufactures, markets, distributes and sells Toyota automobiles in the United States, including in Connecticut, New York, Florida, Indiana, and Maine.

B. Toyota Motor North America, Inc.

71. Defendant Toyota Motor North America, Inc. ("TMNA") is incorporated in California, with its primary address at 6565 Headquarters Dr., Plano, TX 75024. TMNA was previously headquartered in California. TMNA is a holding company of sales, manufacturing, engineering, and research and development subsidiaries of TMC located in the United States.

72. One of TMNA's divisions, Toyota Technical Center, "has been the driving force behind Toyota's North American engineering and research and development activities." The vice president of production engineering for TMNA manages "new vehicle process planning, equipment procurement, construction and installation, including safety, quality and productivity confirmation prior to handover to manufacturing operations."

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

- 73. Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") is incorporated and headquartered in the State of California, with its primary address at 6565 Headquarters Dr., Plano, TX 75024. TMS was previously headquartered in California.
- 74. TMS is the United States sales and marketing division for TMC, which oversees sales and other operations across the United States. "Every [Toyota] vehicle sold in the U.S. depends upon [TMS's] extensive network of dedicated professional who align sales and marketing resources for our dealers nationwide." TMS was responsible for Toyota's marketing of the Siennas as "safe" family vehicles.
- 75. TMS distributes Siennas and sells them through a network of dealerships that are the agents of TMS. Money received from the purchase of a Toyota vehicle from a dealership flows from the dealer to TMS. TMS issues the express repair warranties for the Class Vehicles.

¹² See https://www.toyota.com/usa/operations#!/Design-Research-Development (last visited Oct. 5, 2017).

¹³ See http://corporatenews.pressroom.toyota.com/article_display.cfm?article_id=5907 (last visited Oct. 5, 2017).

¹⁴ See https://www.toyota.com/usa/operations#!/Sales-Marketing (last visited Oct. 5, 2017).

D. Toyota Motor Engineering & Manufacturing North America, Inc.

- 76. Defendant Toyota Motor Engineering & Manufacturing North America, Inc. ("TEMA") is incorporated in Kentucky and has its primary address at 6565 Headquarters Dr., Plano, TX 75024. TEMA was previously headquartered in California.
- 77. TEMA is "responsible for [Toyota's] engineering design and development, R&D, and manufacturing activities in the United States, Mexico, and Canada." An executive vice president of TEMA (who also serves as president of Toyota Technical Center) formally served as "executive engineer in the Planning, Development and Operations department, in charge of product planning for the Tacoma and Sienna programs" and later served as "executive chief engineer" for the Sienna program. This individual also serves on Toyota's North American Executive Committee.

E. Toyota Motor Manufacturing, Indiana, Inc.

78. Defendant Toyota Motor Manufacturing, Indiana, Inc. ("TMMI") is incorporated in Indiana, and has its primary address at 4000 Tulip Tree Drive, Princeton, IN 47670-4000. TMMI manufactures the Toyota Siennas.

FACTUAL ALLEGATIONS

I. TOYOTA'S SIENNA MINIVANS

79. Toyota is the world's second largest manufacturer of automotive vehicles and sells its vehicles across the United States through a network of over 1,200 dealers, including in Connecticut, New York, Florida, Indiana, and Maine. Toyota has branded itself as the maker of

¹⁵ See https://www.toyota.com/usa/operations#!/Engineering-Manufacturing (last visited Oct. 5, 2017).

¹⁶ See http://corporatenews.pressroom.toyota.com/article_display.cfm?article_id=3403 (last visited Oct. 5, 2017).

safe vehicles and has spent millions of dollars on extensive marketing and advertising campaigns to cement the association of the image of safety with its products.

- 80. Toyota has designed, manufactured, marketed and sold Toyota Siennas since approximately 1998. At all times it has uniformly branded these vehicles as safe, reliable and convenient family minimans.
- 81. The first generation of Toyota Siennas was manufactured at a Toyota facility in Georgetown, Kentucky. Beginning in 2003, production of the Toyota Siennas was moved to TMMI, the Toyota facility in Princeton, Indiana, where they have been built ever since.
- 82. The Class Vehicles are the third generation of Siennas. They were engineered at the Toyota Technical Center and at Toyota Motor Corporation in Japan.

II. THE DESIGN AND OPERATION OF SIENNAS' POWER DOORS

- 83. Since it first started selling Siennas in 1998, Toyota has offered power sliding rear passenger doors in its Siennas. Power sliding doors were standard in all Sienna models (the LE, XLE, and Limited) between 2011 and 2016 other than the most basic model (in 2011-2012, simply called the "Sienna," and in 2012-2016, called the "Sienna L"). That they were not available in the most basic models demonstrates that Toyota charged, and consumers paid, a premium for this feature.
- 84. In its brochure for model year 2011 Siennas, Toyota described the power sliding doors as follows:

The all-new Sienna's available dual power sliding side doors open wider, so it's easier to step in and out, or load and unload cargo. Operating the doors is easy using a button on the remote keyless entry or available Smart Keyfobs, the interior or exterior door handles, or switches on the overhead console and interior center pillar.

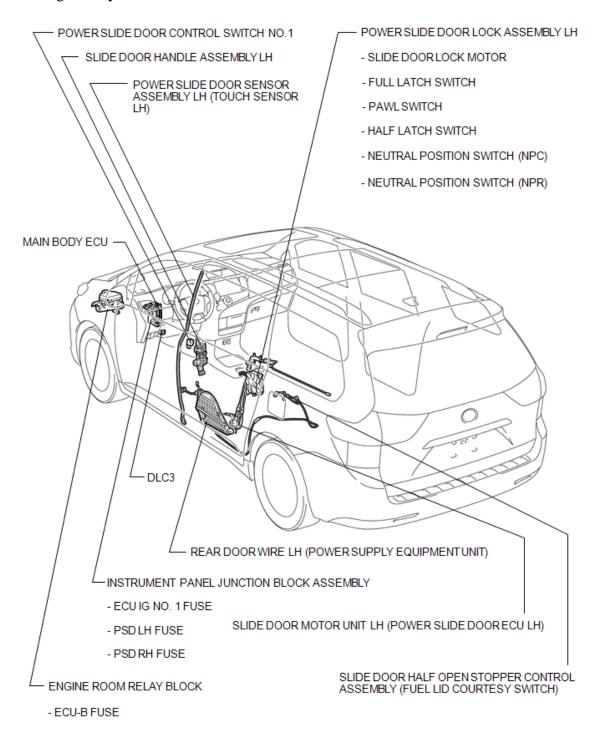
 $^{^{17}}$ In 2012, in the LE model the doors were optional, as part of a package.

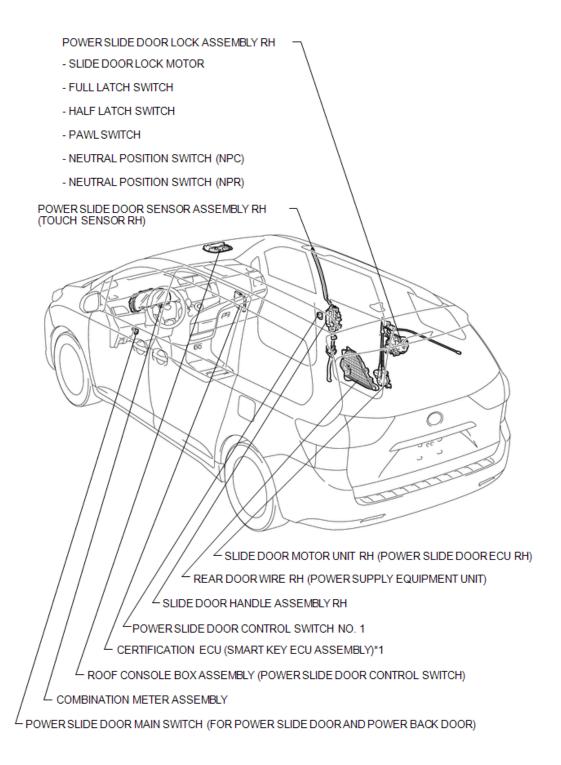
85. Similarly, in its brochures for model year 2012, 2013 and 2014 Siennas, Toyota stated:

Getting people or cargo into or out of Sienna is easy. The available dual power sliding side doors are operated with a button on the remote keyless entry or available Smart Key fobs, with switches on the overhead console and interior center pillar, or by pulling either of the door handles. ... Both the sliding doors and the liftgate offer jam protection.

- 86. The power sliding doors can be operated by flipping the door handles from outside or inside the vehicle, or by activating buttons located on the driver's key fob, on the console behind the rearview mirror, or on the interior pillars. Pushing any one of the door operation buttons causes the corresponding power sliding door to open if it is closed, or to close if it is open. If the button is pressed while the door is in motion, the door will reverse direction. The power sliding doors also include a power assist feature whereby if the door is close to latching position, it will power latch automatically.
- 87. The power sliding door system design in all Class Vehicles includes an electric motor and associated pull cables for operating the rear passenger doors on each side of the van. When electric current is applied to the motor, the motor pulls on a steel cable to open or close the door. The electric motors may be operated by multiple switches and controlled by a small computer known as an electronic control unit ("ECU"). The switches send a signal to the ECU, and the ECU, based on set parameters and sensor positions, decides what to do, such as open the door, close the door, reverse the motion of the door, or cease the motion of the door. The door ECUs communicate to the main vehicle ECU on a Controller Areal Network ("CAN"), which is an on-board network protocol designed to allow various electronic control units and devices to communicate with each other in applications without a host computer.
 - 88. The following two diagrams reflect the major parts of the Toyota Sienna power

sliding door system:





^{*1:} w/ Smart Key System

89. The Class Vehicles are equipped with two different sensor systems, which Toyota markets as "jam protection." Jam protection is intended to prevent the power sliding rear

doors from closing on passengers or objects in the path of the doors.

- 90. First, a motor overload sensor on the door's motor is supposed to detect any interruption or slowing down of door motion caused, for example, by a person grabbing the door or by an obstacle in the door track and reverse the door's direction.
- 91. Second, a pressure sensitive rubber strip on the outermost portion of the leading edge of the door is intended to sense pressure and signal the door to reverse door closing. For example, if the door is closing on the arm of a young child, the rubber strip should sense the pressure of the child's arm against the rubber and signal the door to reverse, thereby freeing the child's arm.

III. THE SIENNA'S POWER SLIDING DOOR SYSTEM SUFFERS FROM A FUNDAMENTAL DESIGN FLAW

- 92. As described herein, the Class Vehicles' power sliding rear doors do not work as advertised. Based on the preliminary findings of Plaintiffs' counsel's independent automotive engineering consultant, this is because the entire power sliding door system of the Class Vehicles is defectively designed.
- 93. The obvious goal in designing a power door for a family vehicle is to design a door that operates safely and automatically, including mechanisms to keep passengers (who are likely to be young children) from falling out of the vehicle, having body parts crushed during door movement, or being otherwise injured by the door. If the door fails in that goal, its overall design has failed.
- 94. Here, the entire power sliding door system is underdesigned. It has a marginally sized motor and cable system, which can be overwhelmed for multiple commonly occurring reasons, such as obstacles in the door track, temperature, moisture, corrosion and other environmental factors, gravity, and foreseeable misuse. The door motor system being

prematurely and easily overwhelmed is a root cause of many of the symptoms associated with the design defect. The power sliding doors, moreover, are equipped with inadequate, poorly planned safety mechanisms and with latches (also referred to as the lock assemblies), hinges and cables that are subject to premature corrosion and failure. These combine with the undersized motor and cable system to form the overall flawed design.

- 95. The overall design defect results in, among other things: (a) the doors opening independently, posing risk of passengers falling out while the vehicles are in motion and risk of accident due to driver distraction; (b) closing independently, potentially trapping any object in their path, including the arms and legs of young passengers; (c) freezing in a partially open position, sometimes resulting in consumers having to drive the car from the place at which their door froze to, at a minimum, home or a dealer with the door partially open; (d) freezing in a partially or fully closed position, which poses the risk of passengers being unable to exit or be unloaded from the vehicle in a dangerous situation; (e) failing to latch/lock, enabling small children to push open the door easily, thereby defeating and bypassing the child lock feature of the doors; (f) failing fuel door assemblies that prevent driver side door operation; and (g) failing to consistently and reliably detect objects or people on its path to prevent injury or door malfunction.
- 96. This overall design defect is pervasive and, as corroborated by Toyota's own failure to correct the malfunctions by replacing motors, cables, latches and other parts, cannot be remedied by replacement of any individual part. The power sliding door design system is, as a whole, not designed with the necessary sophistication and robustness to operate satisfactorily or safely.
 - A. The Design Flaw Allows the Power Doors to Open and Close Independently Due to False Latching

1. False Latching Arising from ECU-Triggered Door Motor Shutdown

97. One of the purported built-in safety features of Toyota's "jam protection" is a motor overload sensor, intended to detect any interruption of the door motion and signal the door to reverse direction. This feature is defectively designed such that when the door motor senses resistance for the first time, it reverses direction and if the door faces resistance again, the ECU instructs the door motor to turn off completely, leaving the door uncontrolled (the "ECU-Triggered Early Shutdown Problem"). If this happens when the door is near the latching point, it can cause consumers to believe that doors are closed and latched when in fact they are not ("false latching"). The doors can then open and close independently, and move from side to side, due to, for example, motion, gravity or even someone leaning lightly on the door from the inside or outside.

98. The door motor on the Class Vehicles is thus designed by Toyota to shut down and cease functioning in the event the motor overload sensor detects an interruption twice. Interruptions that occur more than once are common in normal operation and should be expected by any vehicle manufacturer. Obstacles can include not only small toys and shoes inside the vehicles, but material naturally present in the vehicles' outside environments. For example, gravel, grime, and grit on the door track may be read by the motor overload system as obstacles. In cold weather, humidity has a tendency to freeze on door tracks and create friction. Also, rubber and grease tend to harden at low temperatures, making the entire door mechanism stiffer and requiring more than usual force to move the door. Other obstacles to door motion, such as the vehicle being on a steep driveway where the door has to move against the incline, and ordinary wear and tear on the door mechanism can also trigger the same problem. If a door on their vehicle does not immediately close when they press a button, it is common for drivers to simply press the button again. If the power sliding door faces an obstacle to closure twice,

whatever the reason may be, the door motor will give up and turn off.

- 99. The ECU-Triggered Early Shutdown Problem leading to false latching can also be inadvertently triggered by simply opening the gas cap door during closing of the power sliding door. The gas cap door is opened by a switch on the lower left of the instrument panel. The gas cap door is on the left side of the vehicle, on the path of the sliding door. So, if the gas cap door is open, the door is prevented from opening to avert collision of the sliding power door with the gas cap door. When the motor ECU stops the moving power sliding door, the motor will immediately turn off, potentially leaving the door in a falsely latched position.
- 100. This dangerous false latching condition may also be inadvertently triggered by simply starting the engine during closing of the power sliding door, stalling the door motion. This is the unintended consequence of a power surge. A voltage drop below a set value causes the door motor ECU to stop the door.
- 101. On information and belief, other expected operational conditions can cause the door motor to detect an obstacle and turn itself off, creating a false latch condition. These can include, for example, humidity, steep topographical inclines, vehicle battery voltage fluctuations, and extreme temperatures. Plaintiffs believe discovery from Toyota will assist in identifying and assessing other conditions that may cause or contribute to the ECU-Triggered Early Shutdown Problem.

2. False Latching Due to Mechanical Door Motor Failures

102. Because the Class Vehicle door motors are underdesigned, they are also prone to becoming mechanically overwhelmed under certain circumstances. The motor/cable mechanism may mechanically jam and cause the power sliding to stop working even without ECU intervention ("Door Motor Mechanical Failure Problem"). If this happens while the door is in a nearly closed but not actually closed position, false latching can occur, creating a risk of danger

to occupants. Depending on how the motor jams, the door may also get stuck in position or be free to slide from side to side, which also pose a risk of harm.

3. False Latching Due to Blown Fuses

103. Sometimes, but not always, when the Sienna door motors are overwhelmed, the fuse for the door motor will blow (the "Inadvertent Fuse Blowing Problem"). Toyota equipped the original design with a 25 amp fuse for door motor circuit protection. The undersized door motor system may frequently be overwhelmed during expected use, causing the original 25 amp fuse to blow, potentially causing false latching. As set forth in Section V(E) below, this is the only source of false latching that Toyota even appears to *attempt* to address with its Recall Repair (together with an earlier post-Safety Recall TSB). It is unknown whether the Recall Repair will adequately address the Fuse Activation Problem, but, even if it did, the fundamental problem of the underdesigned power sliding door system will remain unaddressed.

4. False Latching Due to Latch, Sensor, and Switch Failure

104. In addition to the false latching caused by the inadequate door motors, Toyota designed the door latches (also referred to as the lock assembly), sensors and switches on the Class Vehicles with low quality materials and components, which can also cause false latching (the "Latch Failure Problem").

105. On August 2, 2017, after issuing the interim Safety Recall Notice, Toyota issued a TSB, T-SB-0244-17, which states:

Some 2011-2016 model year Sienna vehicles may exhibit power or manual sliding door front and rear latches simultaneously NOT latching due to corrosion on the latch lever pin of the front lock assembly. Additionally, some 2011-2015 model year Sienna vehicles may exhibit power sliding door abnormal closing operation due to internal corrosion in the latch switch of the rear lock assembly. 18

¹⁸ A true and correct copy of T-SB-0244-17 is attached hereto as Exhibit C.

106. Among the abnormal operations that Toyota has conceded may arise from latch (and rear switch and position sensor) "corrosion" is that "during power mode closing operation, the power sliding door cannot completely close and latch." Of course, if this happens, and the door almost closes (*i.e.*, closes to the point that it appears closed but is not), the door will, unbeknownst to the driver, not latch. Regardless of the cause, such false latching can lead to the Defective Doors opening while driving and/or sliding back and forth on their track, increasing the risk of injury to a vehicle occupant.

107. Although Toyota issued an extended warranty for the corrosion prone latch parts referenced in T-SB-0244-17 (Warranty Enhancement ZH5–D), unlike in the case of a recall repair, Toyota will not replace the defective locks/latches, switches or sensors under that extended warranty until they actually fail, causing "abnormal operation" which is "verified" by the dealer. *Id.* Thus, even if a driver experiences the doors opening while the vehicle is in motion due to the Latch Failure Problem, as stated in the warranty, Toyota will not replace the locks/latches unless the dealer can replicate the problem. Of course, by the time locks/latches, switches or sensors actually fail, Toyota has placed the owners and passengers at a highly unreasonable risk of harm.

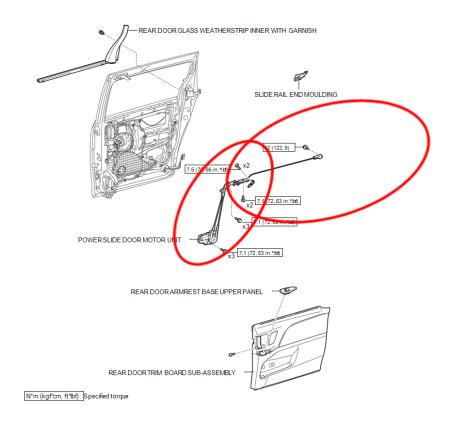
108. On information and belief, the "corrosion" Toyota references in T-SB-0244-17 is a catchall phrase to indicate premature failure of cheap internal components. The Class Vehicles operate in extreme temperature ranges and environmental conditions, such as humidity, salt, acid, vibration, constant use, and misuse. These are well known foreseeable

¹⁹ This foregoing description is from a limited warranty enhancement that Toyota issued relating to the latch corrosion problem (Warranty Enhancement ZH5–D, described further in the following paragraph). A true and correct copy of Toyota's memorandum to dealers concerning this Warranty Enhancement Program is attached hereto as Exhibit D.

conditions understood by automotive engineers yet the materials in the Sienna minivan door latches are unable to handle them.

5. False Latching Due to Defective Door Cables

- 109. In addition to the foregoing problems, the door cables upon which the door motors rely to open and close the doors are prone to premature failure (the "Defective Door Cables Problem"). This too can result in false latching.
- 110. The power sliding doors operate by the turning of the door motor, which causes tension on the door cables that are connected to the door frames and cause the doors to move on their tracks, as follows:



111. The cables are underdesigned, in that they are too thin and/or the materials are too weak for their known function, which is to pull the heavy Sienna minivan doors open and closed. They are thus excessively prone to premature breakage and failure.

112. If the cable breaks when the door is near enough to closed to appear closed, false latching can occur, just as it can due to the ECU-Triggered Early Shutdown Problem, Door Mechanical Failure, the Inadvertent Fuse Blowing Problem and the Latch Failure Problem. The defective cables that are part of the overall design of the power sliding door system thus expose passengers and drivers to the same risks described herein.

6. The Siennas' Warning System is Inadequate

113. The door system also fails to adequately warn of risks as they develop. The first time a power sliding door encounters any obstruction, it issues just two short generic beeps. If the door encounters another obstruction, it issues an additional beep. It stops beeping after that. Additional indicators for a failed door latch are a small indicator light on the busy gauge panel and some graphical image on the center display. These are easy signals for a driver, particularly one occupied with young passengers, to overlook or misunderstand as something less significant. Once the door ceases operation, it issues one additional beep, which only lasts for a very short time, approximately two seconds, after which the door may slide open at any time, including much later, when the car is being driven, without any further beep or any other warning. A more robust power door sliding door system design would not allow the vehicle to be driven with its doors, unbeknownst to the driver, open and unlatched.

B. Additional Components of the Flawed Design of the Siennas' Power Sliding Door System

114. While false latching, and, particularly, false latching due to the door motor turning off when the door is interrupted twice, is one of the most prevalent and dangerous components of the Siennas' door design defect, the doors are, in fact, riddled with other problems that indicate Toyota undervalued the importance of a safe door system, resulting in massive overall design failure.

- 1. The Quarter-Inch Door Jam Protection Sensor Strip Leaves Most of the Doors' Leading Edges as Unsecured Pinch Zones
- 115. The jam protection system (the system intended to prevent the door from closing on objects in their path) is also prone to failure because the rubber strip designed to sense the pressure of a trapped item (such as a child's hand or foot) leaves a significant portion of the door's jamb uncovered (the "Deficient Sensor Coverage Problem"). This is an obviously defective design component.
- 116. The rear power sliding doors are each about eight inches thick at their center. The thin obstruction-detecting rubber strip is only 1/4 inch wide, which is only 1/32 of the width of the door, and is located only at the outermost edge of each door, as shown below.



117. Thus, any obstructing object – such as the hand of a child inside the vehicle – that is between the door and the side of the vehicle, but does not extend to touch the rubber strip, would not be detected by the sensor system, potentially resulting in serious injury. Toyota

easily could have, but did not choose to, added an additional sensor strip at the inner edge of the door to complement the one on the outer edge of the door. This would have offered reasonable pinch zone coverage.

118. The door motor overload feature, which causes the motor to shut off after encountering an obstacle twice, as described in Section II above, is meant to supplement the narrow strip sensor as an injury prevention method. However, the motor overload sensor requires the door to exert possibly significant force on the infringing limbs or object before reversing, and thus, itself, poses the risk of potential injury.

2. The Door Cables Are Underdesigned and Fail Prematurely

- 119. The Defective Door Cable Problem does not only result in false latching. When a door cable breaks, which can happen without warning, the door can swing open at any time, risking driver and passenger injury, or it can swing closed at any time, including on a passenger's limb or owner's property.
- 120. In addition, when a cable breaks, it can become caught or tangled in other parts of the door structure. Depending on the location of the broken portion of cable, the door can freeze in its tracks, making it impossible to open a closed door, or close an open door.
- 121. As set forth in Section IV(C), Toyota issued a TSB purporting to address problems with the door cables in earlier models of Siennas and even issued an extended warranty due to the defective cables in those earlier models. Nonetheless, Toyota sold Class Vehicles without properly designed cables. Toyota's November 22, 2016 Defect Information Report submitted in connection with the Recall ("Defect Information Report" or "DIR") reports that when a dealer reported that the power sliding door on a Class Vehicle would not close, Toyota found two defects: one, that a fuse for the door had blown, and, two, the door cable was

not properly attached to the latch mechanism and the cable end was bent.²⁰

3. The Poor Quality of the Door Locks/Latches Gives Rise to Multiple Problems

- 122. The door latching corrosion referenced in T-SB-0244-17 (see ¶ 105 does not result in the potential for false latching only. As stated in the related warranty enhancement (see id.), the abnormal operations that Toyota concedes it may cause also include:
 - During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open position.
 - During power mode closing operation, the power sliding door cannot completely close and latch.
 - The power mode closing operation of the power sliding door is inoperative.
- 123. Yet, Toyota will not repair these problems under its extended warranty program until they actually occur and can be verified by a dealer. The intermittent and unpredictable nature of the some of the door problems makes it extremely difficult and unlikely to be verified by a dealer at will, leaving the customer helpless.

4. Fuel Door Malfunction Disrupts the Power Sliding Door System

- 124. The fuel door suffers from manufacturing deficiencies that cause it to shift away from a full closed and locked position. The shifting results from hinge failure and triggers the mechanical lock out feature designed to prevent collision of the driver sider power sliding door and the fuel door.
- 125. This fuel door triggered lock out response creates a safety hazard by disabling the driver side power sliding door. The fuel door's primary function is to remain in the fully closed position until directed to do so by the operator, yet it fails by popping open due to flawed

²⁰ A true and correct copy of this Defect Information Report is attached hereto as Exhibit E.

design and manufacturing. This failure prevents entry and egress through the driver side power sliding door and puts occupant safety at risk.

C. Toyota Knew the Power Sliding Door System is Fundamentally Flawed

- 126. As a well-organized automotive company with extensive design and engineering procedures, Toyota knew a power sliding door system is critical to safety and requires adequate sophistication to prevent mishaps such as false latching. It also requires sufficient robustness to withstand foreseeable problems that may arise during use.
- 127. Here, despite its touted engineering know-how and use of quality checks, Toyota used an inadequate design for the operation of the Defective Doors. A smarter, more sophisticated obstruction and pinch sensing system, a stronger motor and cable system and a more robust overall system were necessary to make the Class Vehicles doors safe and to make them of the standard that was marketed to Class Members and for which Class Members paid. Toyota's management, especially officers in charge of engineering, knew that the power sliding door system in the Class Vehicles was poorly designed and could not operate properly or safely.

IV. TOYOTA KNEW THE SIENNA POWER SLIDING DOORS WERE DEFECTIVE AND FREQUENTLY MALFUNCTIONED SINCE LONG BEFORE THE SAFETY RECALL

128. Toyota knew that Sienna's power sliding doors were defective and posed an unreasonable risk of serious bodily harm and other dangerous conditions for at least a decade. Vehicle manufacturers like Toyota monitor NHTSA and other databases for consumer complaints as part of their ongoing obligation to uncover and report potential safety-related defects. Accordingly, Toyota knew, or should have known, of the many complaints lodged with NHTSA about the specific safety hazard that is the subject of the Safety Recall. In fact, in the Defect Information Report, Toyota admitted to receiving nearly 400 direct reports of this

dangerous condition from warranty claims and field technicians, and, as described below, numerous complaints on the NHTSA website state Toyota was informed of the doors malfunctioning. Toyota also issued numerous TSBs addressing known problems with the Defective Doors going back to at least 2004. Toyota was also sued in a 2011 class action lawsuit over defects in model year 2004-2007 Siennas, and issued an incredible warranty extension in 2012 from the 3 year/36,000 mile coverage in Toyota's standard warranty to coverage for 9 years/120,000 miles – an extension of *six years or 84,000 miles*.

A. Toyota Knew the Sienna's Defective Doors Unexpectedly Opened While on the Road Since at Least 2007

- 1. Dangerous Incidents of Independent Door Openings in Model Year 2004-2010 Toyota Siennas
- 129. From 2007 onward, Toyota knew the power sliding doors in its Siennas were plagued by a uniform and pervasive design flaw that could cause the Defective Doors to open unexpectedly and independently while the Sienna was being driven.
- 130. For example, a complaint filed with NHTSA on December 21, 2007 concerning a 2004 Sienna reported:
 - ... After activating the close button on the side or with the remote, the doors close and then re-open by themselves repeatedly. On several occasions we had closed the door and driven off and the door would open by itself. ²¹
- 131. Similarly, a complaint filed with NHTSA on July 31, 2009 about a 2004 Sienna reported:

The contact owns a 2004 Toyota Sienna. ... Recently, while attempting to stop the vehicle, the rear passenger side door opened. ... She took the vehicle back to the dealer and they stated

²¹ NHTSA database, NHTSA ID No. 10212525, Post Date 12/21/2007.

that the door motor failed, and that the door was an inch off the door track. The estimated cost of repair was \$1,800.²²

132. On September 6, 2009, a parent who drove a 2006 Sienna filed a complaint with NHTSA reporting that her Sienna's door opened and got stuck with four children in the vehicle:

Our sliding door stopped working about a year ago. This morning, despite the electric doors being turned off, while my husband was driving with all 4 of our babies the door opened and got stuck. My husband can't open or close the door. ²³

133. A complaint filed with NHTSA on December 6, 2009 concerning a 2006 Sienna referenced another instance of the doors suddenly opening in transit and Toyota, despite being informed, not doing anything about it:

The door would become unlatched and open slightly in transit. I took the car to the dealer and they informed me that the latch would have to be replaced. I talked to the service manager who told me that there was nothing he could do about it nor was it covered by any recall or warranty...This is a major safety issue for Toyota, but they did not want to hear about it or do anything about it...I find it very upsetting that this door unlatches by itself without any prior warning. ²⁴

134. A complaint filed with NHTSA on January 7, 2010 concerning a 2004 Sienna similarly noted the dangers posed to children:

2004 Toyota Sienna automatic passenger side sliding door stopped working and wouldn't shut. This door also came open without warning, presenting a safety hazard to children riding in car. ²⁵

135. A complaint filed with NHTSA on June 14, 2010 concerning a 2005 Sienna reported:

... While driving at speeds of 20 mph, the contact heard a beeping sound indicating that the driver side sliding door was opened. The

²² NHTSA database, NHTSA ID No. 10278954, Post Date 07/31/2009.

²³ NHTSA database, NHTSA ID No. 10283000, Post Date 09/06/2009.

²⁴ NHTSA database, NHTSA ID No. 10294659, Post Date 12/6/2009.

²⁵ NHTSA database, NHTSA ID No. 10298576, Post Date 01/07/2010.

door independently opened while the vehicle was in motion. The vehicle was taken to the dealer who attempted to close the door when he noticed that the latch had broken. ... ²⁶

136. A complaint filed with NHTSA on October 6, 2010 concerning a 2006 Sienna stated:

The contact owns a 2006 Toyota Sienna. While driving 25 mph, the left front passenger door motor seized, **the cable snapped and the door flew open**. The door would not close. The vehicle was taken to an authorized dealer where the motor and cable were replaced at the contact's expense. The contact called the manufacturer who stated that there were no recalls....²⁷

137. A complaint filed with NHTSA on December 21, 2010 concerning a 2006 Sienna reported:

While starting forward after loading grandson in driver side second row of seats drivers side sliding door opened half way I stopped and attempted to close door automatically. Door would not close but remained half open. Tried manual operation to no avail. ... If door had opened at speed on highway it would have caused great danger as my grandson was sitting next to door. Called customer service at Toyota to complain.²⁸

138. Yet another complaint filed with NHTSA on May 23, 2011 about a 2008 Sienna reported that "[t]he sliding door opened when the car was moving, then failed to be able to close by power or manually." ²⁹

2. Dangerous Incidents in Model Year 2011-2018 Class Vehicles

- 139. NHTSA continued to receive reports of the power sliding doors on the Sienna spontaneously opening after it began selling the Class Vehicles.
- 140. For example, a complaint filed with NHTSA on May 30, 2013 concerning a 2011 Sienna described the extreme risk the condition presented to children:

²⁶ NHTSA database, NHTSA ID No. 10336699, Post Date 06/16/2010.

²⁷ NHTSA database, NHTSA ID No. 10359463, Post Date 10/06/2010.

²⁸ NHTSA database, NHTSA ID No. 10371892, Post Date 12/21/2010.

²⁹ NHTSA database, NHTSA ID No. 10402357, Post Date 05/23/2011.

The power sliding doors failed on the vehicle while I was driving down the road the door started sliding open. My kids were safely fastened in their seatbelts but the latch and safety latches both failed and this could have resulted in an accident or injury. The dealer said the latches corroded which can cause the failure and proper lubrication could have prevented the defect but I can't find that anywhere in the service manual and I asked the dealer to show me that on their list of checks and he did not have any documentation that they check that. I have heard that many of these latches fail and need to be replaced but Toyota doesn't seem to think it is an issue. ³⁰

141. A complaint filed with NHTSA on June 13, 2014 concerning a 2012 Sienna indicated that Toyota was not only aware of the independent door openings but acknowledged that they were a "major safety issue":

... there were 3 instances when the door would automatically open without human intervention but while we were driving down the highway with children in the rear seats. **Toyota agrees this is a major safety issue** but will only split the \$1,200 bill with us. Based on the fact they are willing to help pay for the repair out of warranty proves they are aware of the issue yet fail to issue a recall and put are willing to risk lives especially children's lives to save face.³¹

142. On February 17, 2015, a complaint filed with NHTSA concerning a 2011 Sienna noted that because there was no assurance that the power doors would stay closed, the vehicle was unsafe to transport anyone:

Sliding power doors work intermittently and have needed to be forced open or closed on occasion. [In one instance], the door began to open, and then stopped after only opening an inch. The door ajar alarm began sounding. I pulled the door open packed my little one up in his car seat and went to shut the door. The door would not latch to stay closed and the door would move freely without the use of the door handle. **The vehicle is now unsafe to transport anyone in as door cannot be closed** ... My husband had to tie the door shut in order to take the vehicle to the dealer where the expected repair part was \$937.00. I thought buying

³⁰ NHTSA database, NHTSA ID No. 10514321, Post Date 05/30/2013.

³¹ NHTSA database, NHTSA ID No. 10598023, Post Date 06/13/2014.

Toyota was buying quality but, I guess they don't make them like they used to. \dots ³²

143. A complaint filed with NHTSA on March 13, 2015 concerning a 2012 Sienna detailed yet another extraordinarily dangerous event:

While driving approximately 40 mph, the rear driver side sliding door suddenly opened. While attempting to shut the door, the door could not be secured. The vehicle was taken to the dealer who diagnosed that the cause of the failure was due to a faulty door motor and faulty door latch. The manufacturer was notified of the failure. The failure mileage was 44,820.³³

144. A December 30, 2015 complaint to NHTSA about a 2011 Sienna reported:

Sliding door opened as usual, with a van full of 3 children, age 8 and under. Pouring down rain, the door decides to malfunction, and would not close electrically or manually. I had to drive home w/ the door open. The problem has since been ongoing and now we just don't use the door.³⁴

- 145. On January 15, 2016, the driver of a 2012 Sienna reported "... the door would slide open and closed while I was driving it and would not stay closed....." 35
- 146. A complaint filed with NHTSA on March 8, 2016 concerning a 2012 Sienna stated:

As I have driven on the highway, on three separate occasions, my rear sliding doors have spontaneously opened on their own. After it happened the first time, we turned off the automatic door feature and it still happened another two times. When we took it into the dealership we were informed that this was a "known issue with 2007-2011 Toyota Sienna's but that Toyota has not acknowledged an issue yet with 2012 Sienna's". We were also told it would cost over \$5000 for a partial fix. When I called Toyota Corporation their response was "what do you want us to do about it?" 36

³² NHTSA database, NHTSA ID No. 10683888, Post Date 02/17/2015.

³³ NHTSA database, NHTSA ID No. 10694119, Post Date 03/13/2015.

³⁴ NHTSA database, NHTSA ID No. 10816998, Post Date 12/30/2015.

³⁵ NHTSA database, NHTSA ID No. 10820438, Post Date 01/15/2016.

³⁶ NHTSA database, NHTSA ID No. 1084030, Post Date 03/08/2016.

147. A March 30, 2017 complaint filed with NHTSA about a 2012 Sienna whose doors began to open beginning in May 2016, reported:

... The contact stated that while parking or driving at various speeds, the power sliding door would open without warning. The vehicle was taken to an independent mechanic and a dealer where no diagnoses was performed due to a recall. The contact mentioned that the failure has occurred on several occasions. The contact received notification of NHTSA campaign number: 16v858000 (structure) however, the part to do the repair was unavailable. The contact stated that the manufacturer exceeded a reasonable amount of time for the recall repair. The manufacturer was notified of the failure.³⁷

148. Similarly, a complaint filed with NHTSA on June 23, 2016 about a June 13, 2016 incident in a 2011 Sienna stated:

... While driving 25 mph, the driver side sliding door opened while the vehicle was in motion. The vehicle was taken to the dealer where it was diagnosed that the sliding door motor failed and needed to be replaced.³⁸

149. A complaint filed with NHTSA on August 24, 2016 about an incident occurring that day in a 2013 Sienna expressed the consumer's view that the door defect rendered her minivan unusable:

Power doors stopped working and are stuck open. They stick open with my kids in the back and I was driving home. I've owned this car for 44 days. Mo[to]r just quit door is stuck halfway. Thank god we got home safe!!! Less then 90000 miles and the car is unusable. ³⁹

150. Another complaint, filed with NHTSA on September 22, 2016 about an incident that occurred on September 21, 2016 in a 2012 Sienna, stated:

Passenger door - motor lock assembly failure where passenger door will not shut and flies open when driving. ... door flew open

³⁷ NHTSA database, NHTSA ID No. 10969484, Post Date 3/30/2017.

³⁸ NHTSA database, NHTSA ID No. 10876281, Post Date 06/23/2016.

³⁹ NHTSA database, NHTSA ID No. 10898271, Post Date 08/24/2016.

after I shut it and drove the vehicle. I then stopped to shut door and door would not close at all.⁴⁰

- 151. A complaint filed with NHTSA on October 19, 2016 about an event that occurred on September 12, 2016 in a 2013 Sienna stated that "... [w]hile driving approximately 45 mph, the rear driver's side sliding door opened without warning. ... 41
- 152. A complaint filed with NHTSA on July 10, 2017 describes how Toyota knew that the Defective Doors continued to malfunction on a 2015 Sienna even after the door motor was replaced:

The contact stated that the sliding doors were constantly opening independently. The failure was persistent. The vehicle was taken to a local dealer...where it was diagnosed that the door motor failed and needed to be replaced. The vehicle was repaired but the failure recurred...The contact stated that the manufacturer exceeded a reasonable amount of time for the recall repair. The manufacturer was made aware of the issue and was not able to confirm when the parts were to become available.⁴²

- 153. Drivers continue to report problems with the Defective Doors in the 2017 Toyota Siennas the newest model of the car. A January 27, 2017 complaint filed with NHTSA describes how the Defective Doors opened independently when the consumer's 2017 Toyota Sienna was in motion, stating, "while driving approximately 65 mph, the rear driver side door opened without warning..."
 - B. Toyota Knew the Defective Doors Closed Independently, did not Fully Close, and Jammed
 - 1. Reports of Defective Doors Trapping and Injuring Children's Hands and Arms and Causing Property Damage

⁴⁰ NHTSA database, NHTSA ID No. 10908710, Post Date 09/22/2016.

⁴¹ NHTSA database, NHTSA ID No. 10917369, Post Date 10/19/2016.

⁴² NHTSA database, NHTSA ID No. 11004045, Post Date 07/10/2017.

⁴³ NHTSA database, NHTSA ID No. 10948030, Post Date 1/27/2017.

- 154. In addition to reports of Class Vehicle doors opening independently, consumers reported extremely dangerous incidents of their children's hands and arms getting caught in the Defective Doors despite the presence of jam protection.
- 155. A complaint filed with NHTSA on August 11, 2011 about a 2011 Sienna reported that the power sliding doors independently closed on a toddler's hand:
 - ...I was about to get my 3 month old son out of the driver side power door. My 2 1/2yr old daughter pushed the power door button to close her door after getting out of the vehicle and was holding onto the van to gain her ground, at which time the power sliding door closed entirely on her right hand! It did not open with the door sensor as we were told it would do if anything was in the path of the door closing. When I frantically tried to pull open the door from the inside, and push the power door button, the door would not open and she just kept screaming from the other side. ... When you are told the power doors and windows are on a sensor they need to actually function 100%, not only for a large object like a body obstructing the door/window, but also children's hands- after all this is a family vehicle that I was under the impression was built on safety!⁴⁴
- 156. A complaint filed with NHTSA on August 20, 2012 about a 2011 Sienna reported a child's finger being broken by a closing door:

My 12 year old son reached back for the seat belt for the middle row seat behind the passenger while the automatic door was closing. His hand became trapped between the door and frame as the automatic door shut. The door did not release automatically and only released when he used his other hand to push the "door open" button. Unfortunately he suffered a fracture of his 4th right metacarpal. We are very concerned about the close proximity of the door mechanism and the seat belt, and also about the lack of a safety mechanism for automatic sensing/release.⁴⁵

157. A complaint filed with NHTSA on May 21, 2013 about a 2012 Sienna reported the power door closing on a child's arm:

⁴⁴ NHTSA database, NHTSA ID No. 10418523, Post Date 08/11/2011.

⁴⁵ NHTSA database, NHTSA ID No. 10471641, Post Date 03/07/2012.

The contact owns a 2012 Toyota Sienna. The contact stated that a child passenger was injured from the automatic rear sliding door. The sliding door independently closed on the child's arm. The vehicle was taken to a dealer for diagnosis however, because an injury occurred the contact was informed that the manufacturer would contact her about the failure. The vehicle was not repaired. The failure and current mileage was 23,535.⁴⁶

158. A complaint filed with NHTSA on November 30, 2013 about a 2013 Sienna reported the power door independently closing on a child's finger:

The sliding door was opening (via keychain button), **but opened only halfway before slamming shut very quickly**. It was like it thought it hit something in by the back tire, but there was nothing there. My daughter had started getting into the car, **so the door slammed shut on her finger and actually latched closed with her finger stuck inside**. The door hasn't worked since. This "safety feature" backfired.⁴⁷

159. A complaint filed with NHTSA on April 29, 2016 about a 2015 Sienna reported a child's bruised hip:

I ... pushed the button above me on the console. At that point the door started to close on him. It did not stop closing and was pressing him into the door frame. ... I expected that the door would automatically sense a blockage, stop and open back. He was only ok because he was strong enough to press back, but his hip was very bruised. ... The electrical or sensing system in this door is faulty.⁴⁸

160. In addition to injury to child passengers, Sienna owners have also reported damage to personal property caused by the Defective Doors' jamming and freezing. For example, a complaint filed with NHTSA on August 2, 2013 reports that the sliding door on a 2011 Sienna crushed a laptop computer:

(Toyota, Sienna 2011) passenger automatic sliding door anti-jam sensor failed. Object (MacBook) was placed in door pocket compartment. Door switch was pressed and door began opening.

⁴⁶ NHTSA database, NHTSA ID No. 10513006, Post Date 05/21/2013.

⁴⁷ NHTSA database, NHTSA ID No. 10554193, Post Date 11/30/2013.

⁴⁸ NHTSA database, NHTSA ID No. 10862153, Post Date 04/29/2016.

MacBook did not completely clear the doors path completely and door began crushing it. I could hear something wasn't right and saw the door bend the laptop and park in the fully open position. You could clearly see and hear the door had met an obstacle and was struggling, but just pressed through it. **Door made no attempt to stop or reverse. The MacBook was damaged**. The whole machine was bent by the door and I can no longer fit a cd in the optical slot because it is now curved rather than flat. These doors are strong enough [to] bend metal! The "anti-jam" system failed. After seeing that, I really think that these doors have to capability to seriously injure someone.⁴⁹

2. Reports of Defective Doors Closing Independently, Moving From Side to Side, Jamming, and Other Malfunctions

- 161. Many consumers reported overall functionality problems with the doors on their Class Vehicles the doors would independently open or close, would be unable to close or open, or some combination of all of the above.
- 162. For example, a complaint filed on January 21, 2011 by the owner of a 2011 Sienna reported several instances of the power sliding doors getting stuck in a brand new vehicle, and noted that a repair by a Toyota dealer did not remedy the problem:

In November of 2010, we purchased 2011 Toyota Sienna XLE. Within a month, on two separate occasions the automatic sliding doors got stuck midway. They would not move back or forward. We took it to the original dealership. We were told that Toyota had them clear some "codes" for the automatic doors and the problem was fixed. Two weeks later, the same problem is happening on both doors. We took the car back and the service manager informed us that Toyota would not authorize new motors in the car, although it is a brand new car and under warranty. This is a Toyota manufacturing problem and needs to get resolved!⁵⁰

163. Another complaint filed with NHTSA on January 27, 2011 about a 2011 Sienna stated:

⁴⁹ NHTSA database, NHTSA ID No. 10533323, Post Date 08/02/2013.

⁵⁰ NHTSA database, NHTSA DI No. 10378177, Post Date 1/21/2011.

Driver side power sliding door on 2011 Toyota Sienna repeatedly (but intermittently) jams upon opening -- happened almost immediately after purchased. ...[A] previous Toyota technical service bulletins related to the Sienna power sliding door problems (BO010-01). I was told that until enough people complain, Toyota won't recognize that there is a problem and won't do anything about it. ⁵¹

164. A complaint filed with NHTSA on March 25, 2011 about another new 2011 Sienna reported:

My new 2011 Toyota Sienna LE automatic power sliding door on the driver side stopped working. ... If I try to open using remote control or switches then it will try to open but close immediately and make beeping sounds. I took the vehicle to the local Toyota dealer couple of times but they simply said there is no problem. ... Toyota refused to fix the issue promptly until we filed for arbitration to replace the car or refund vehicle purchase price. Toyota finally replaced power sliding door motors for both left and right side to address the issue.⁵²

165. Another complaint filed with NHTSA on April 10, 2011 about a 2011 Sienna expressed frustration because the vehicle was purchased specifically for its power sliding doors:

Purchased 2011 Sienna LE van in October 2010. Almost immediately the power sliding doors intermittently open an inch or less & alarm sounds. You can't open or close door at this point. You have to man-handle it to close. Even turning off the power door with the switch does not help. Took it to the dealer & they said Toyota Corp. knows about it but no idea how to repair..... Only option is to shut off the power doors & use manually. I bought this model because of the power sliding doors! ⁵³

166. Another complaint filed with NHTSA on April 13, 2011 about a 2011 Sienna reported:

...The contact noticed that the rear sliding door remained stuck in an open position intermittently. The failure occurred while using the manual operation or power assist button. The vehicle was taken to the dealer on five occasions and they were unable to

⁵¹ NHTSA database, NHTSA ID No. 10379344, Post Date 01/27/2011.

⁵² NHTSA database, NHTSA ID No. 10392924, Post Date 03/25/2011.

⁵³ NHTSA database, NHTSA ID No. 10395399, Post Date 04/10/2011.

duplicate the failure. **A complaint was filed with the manufacturer** and they advised the contact that a remedy would be available in March 2011; however, when the vehicle was taken to the dealer to be repaired the dealer informed the contact that the part was not available. ...⁵⁴

167. A complaint filed with NHTSA on October 10, 2011 about a 2011 Sienna reported:

Driver side power door is not opening on its own. With very few miles the door refused to open and close on its own power. ... Dealer blamed customer for problem as the car was "too dusty". ... The passenger power door is now starting to fail. It was never disclosed to customer that car cannot be driven on gravel or dusty roads. The customer must drive on gravel roads daily so the van is now all but useless for its intended purpose. Additionally the lack of the driver side sliding door to open is a safety concern for rear seat passengers. If the passenger door were to become damaged in an accident the rear occupants would be unable to safely exit the vehicle. ⁵⁵

168. A complaint filed with NHTSA on October 27, 2011 about a 2011 Sienna reported:

... related to the rear doors, we have repeatedly experienced the problem reported by others of the power doors jamming in a partially open position and having to be slowly pushed closed manually (with great resistance), before they will function again normally in either power or manual mode. This could be a safety concern that could impede the ability to exit the vehicle in an emergency.

169. A complaint filed with NHTSA on March 7, 2012 concerning a 2011 Sienna stated:

The contact owns a 2011 Toyota Sienna. The contact stated the driver's side automatic sliding door jammed and failed to release open until body force was applied to the door. The failure occurred fifty times. The vehicle was taken to an authorized dealer twice and they were unable to duplicate the

⁵⁴ NHTSA database, NHTSA ID No. 10395795, Post Date 04/13/2011.

⁵⁵ NHTSA database, NHTSA ID No. 10429366, Post Date 10/10/2011

malfunction. The contact planned to notify the manufacturer of the defect. \dots ⁵⁶

170. A complaint filed with NHTSA on February 5, 2013 concerning a 2011 Sienna detailed the consumer's experience with a door closing on her repeatedly and her feeling that the vehicle was "not worth the hassle":

During the test drive and inspection of 2011 Toyota Sienna van the driver's side rear sliding door would close without touching the button or handle. The dealer (rep) told me that he had pressed the close button too many times and that's why it shut during the inspection of the vehicle. After taking the vehicle home the driver's rear sliding door shut on me while I was getting a small child out of a car seat-I did not touch the button or door handle. After the same thing happened 4-5 more time I took the 2011 Sienna van back to the dealer and told them that I would not take the vehicle back until the problem was fixed. The dealer replaced the motors in both sliding doors. The problems has continued⁵⁷

171. Similarly, a complaint filed with NHTSA on April 15, 2014 concerning a 2011 Sienna stated:

Within one week of purchase, the driver side, power assist sliding door failed to open completely. After initially opening six inches it would only move four inches in either direction by pulling the exterior handle. Only with multiple pulls/jerks could the door be fully opened or closed. This problem would manifest unpredictably, most often with the driver side power door, but once with the passenger side. Otherwise the doors functioned properly about eighty percent of the time. This failure appears to involve a safety feature which prevents the door from advancing when sufficient resistance is met. In all cases of failure no mechanism for resistance was found. My fear is that the safety feature may also fail when it needs to perform properly, to prevent an arm or leg from being crushed.⁵⁸

172. A complaint filed with NHTSA on August 18, 2014 concerning a 2012 Sienna stated:

⁵⁶ NHTSA database, NHTSA ID No. 10450680, Post Date 03/07/2012.

⁵⁸ NHTSA database, NHTSA ID No. 10582792, Post Date 04/15/2014.

Driver's side rear sliding door will not latch shut when closing door either manually of electrically. When closing front latches engage of sliding door but subsequent rear latching does not engage upon end of closing cycle. One can hear rear of sliding door locking mechanism actuator whine when attempting final close cycle. After the van's failure to cycle the door shut at rear, then also at rear a diagnostic sounds a long beep warning sound afterwards. Removing negative to see if this would reset the door in some way only served to cancel all electronic commands to the door to open or close useless from any button (fob, overhead control console button, manual door handle opening or open/close buttons). Passenger (right) sliding door unaffected.⁵⁹

173. A complaint filed with NHTSA on September 14, 2015 concerning a 2011 Sienna stated:

Pressed button to open power slider (with child inside waiting to exit vehicle). With door halfway open, cable snapped and door froze. The cable was exposed to the inside of the passenger compartment when this occurred. Door is now inoperable (even manually) after being "diagnosed" with "broken cable" by dealership. **Dealership and Toyota were sent complaint in writing.** 60

174. A complaint filed with NHTSA on October 21, 2015 concerning a 2011 Sienna stated:

The rear passenger door cable snapped completely cut in half and the door does not function. The car was parked when this happened as I was unloading.⁶¹

175. A complaint filed with NHTSA on November 9, 2015 concerning a 2011 Sienna stated:

The power sliding door stopped working. Upon close notice, it looks like the cable is broken. I am surprised to see this issue on my 2011 model Sienna XLE all wheel drive. It looks like there was a recall related to this issue in the previous generation.... It

⁵⁹ NHTSA database, NHTSA ID No. 10626109, Post Date 12/04/2014.

⁶⁰ NHTSA database, NHTSA ID No. 10763891, Post Date 09/15/2015.

⁶¹ NHTSA database, NHTSA ID No. 10785063, Post Date 10/21/2015.

seems like the extended warranty covers models from 2007 to 2010... But my car is a 2011 year model purchased during 2010. ⁶²

176. A complaint filed with NHTSA on March 17, 2016 concerning a 2011 Sienna stated:

The sliding door intermittently closes about 2/3 of the way, beeps, and then opens again. It probably happens 3/4 of the time. It currently has no issue opening. ⁶³

177. A complaint filed with NHTSA on May 3, 2016 concerning a 2016 Sienna stated:

The sliding passenger doors stopped working and you could not open them manually. Passengers side door stopped working 8/3/15 and the drivers side door stopped working 5/3/16.⁶⁴

178. A complaint filed with NHTSA on May 17, 2016 concerning a 2015 Sienna stated:

Power sliding door does not open or close when using any of the electrical buttons in the vehicle as well as on the key fob.⁶⁵

179. A complaint filed with NHTSA on September 29, 2016 regarding a 2014 Sienna stated:

Closed driver sliding door with inside button. Went into grocery store. Came back out and sliding door was wide open. Tried to shut door with fob and it gets about $\frac{3}{4}$ closed, stops, then opens again. Had to shut manually. 66

180. Another complaint, filed with NHTSA on October 29, 2016 concerning a 2013 Sienna stated:

⁶² NHTSA database, NHTSA ID No. 10789418, Post Date 11/09/2015.

⁶³ NHTSA database, NHTSA ID No.10850313, Post Date 03/17/2016.

⁶⁴ NHTSA database, NHTSA ID No. 10862854, Post Date 05/03/2016.

⁶⁵ NHTSA database, NHTSA ID No. 10865527, Post Date 05/17/2016.

⁶⁶ NHTSA database, NHTSA ID No. 10910695, Post Date 09/29/2016.

Both power sliding door have failed due to the cable assembly. One door the cable snapped. The other door the cable got stuck.⁶⁷

181. Consistent with this pattern of dangerous conditions, a complaint filed with NHTSA on January 4, 2017 about an incident that first occurred on November 14, 2016 in a 2015 Sienna states:

... when we pressed [t]he button to close them, the doors came partly closed, then opened back up, then tried to close, then tried to open. Regardless of what we did, the door would not operate correctly. ... Took the van to dealer. They said it was the motor and replaced it. That was 11-14-2016. Now 1-4-2017, the doors are not working properly again. And when I called the dealer, they never mentioned the recent recall. ... I called Toyota, they said that I would eventually get something in the mail. It is hard to believe that a manufacturer would be so irresponsible about major safety issues. Once I looked online, I found that the sliding door problem has been going on for years. How is it legal for a company to purposely continue to endanger people's lives?⁶⁸

182. A complaint filed with NHTSA on June 20, 2017 describes how the Defective Doors on a 2016 Toyota Sienna both open while driving and close independently, causing injury and risking even further injury:

Right side passenger door, opened by itself while driving. My [kids] were seated on the back with Grandma. Door also, closes by itself hurting the passenger who is trying to get into [the car]. It hurt several times by 8 year old daughter, my 11 year old boy and Grandma. Even closes when you are putting stuff in the passenger side.⁶⁹

C. Toyota's Technical Service Bulletins Relating to the Defective Doors

183. Technical Service Bulletins ("TSB") are communications that automobile manufacturers send to the service technicians at dealerships when they become aware of several occurrences of an unanticipated problem. They provide information about diagnosis and

⁶⁷ NHTSA database, NHTSA ID No. 10919991, Post Date 10/29/2016.

⁶⁸ NHTSA database, NHTSA ID No. 10939776, Post Date 1/4/2017.

⁶⁹ NHTSA database, NHTSA ID No. 11000200, Post Date 6/20/2017.

instruction for repair. Pursuant to the implementing regulations for the TREAD Act, at 49 CFR 573.6, when a manufacturer issues a Technical Service Bulletin, it must file it with NHTSA.

184. Beginning as early as 2004, Toyota issued multiple TSBs about the power sliding doors in its Siennas. All of these TSBs serve as further evidence that Toyota was aware of the Defective Doors since well before the Class Vehicles were first manufactured and sold, and yet failed to disclose this information to consumers, including Plaintiffs and other Class members.

185. On April 19, 2004, Toyota issued Technical Service Bulletin T-SB-EL004-04, titled "Power Sliding Door Inoperative," which stated, "[i]n some instances, customers with 2004 model year Sienna vehicles may experience power sliding door inoperative conditions." Although this TSB stated new parts were being made available to make the doors more durable, the TSB "fix" obviously did not remedy the Defective Doors.

186. On December 6, 2006, Toyota issued another TSB T-SB BO027-06, titled "Sliding Door Diagnostic Tips." This TSB set forth a summary of repair suggestions for sliding doors on 1998 through 2003 Sienna vehicles. *It listed no fewer than 17 types of problems known to arise with respect to the functionality of the Sienna's sliding doors.* It included 12 reasons for problems under the heading "Door Does Not Close/Open Properly in Power Mode: Door Does NOT Move, Door Closes But Re-opens [and/or] Door Moves Part Way." Nearly 12 years later, Toyota still has not managed to come up with a repair to make the Siennas' power sliding doors safe and free from serious defect.

⁷⁰ A true and correct copy of T-SB-EL004-04 is attached hereto as Exhibit F.

⁷¹ A true and correct copy of T-SB BO027-06 is attached hereto as Exhibit G.

187. In 2007, Toyota issued another TSB, T-SB EL0011-07, titled, "Power Back Door & Power Sliding Door Difficult to Close." This TSB concerned Model Years 2004 – 2007. Again, although this bulletin indicated that new parts were being made to repair this defect, Toyota Sienna power doors continued to be defective on a widespread basis.

188. On March 13, 2009, with T-SB-0085-09, Toyota updated its 2004 TSB to indicate that same "power sliding door inoperative conditions" described in that bulletin *existed in 2005-2007 models*.⁷³ The update noted that repairs were only covered by warranty within the first of 3 years or 36,000 miles, which meant that none of the 2005-2007 models newly disclosed to be defective were covered. In this TSB, Toyota omitted that "power sliding door inoperative conditions" included the doors independently opening.

189. On October 4, 2010, Toyota issued T-SB-0280-10, concerning a problem described as "Some 2004 – 2010 Sienna vehicles may exhibit a condition where one or both sliding doors do not open or close smoothly."⁷⁴ Yet again, despite describing a repair, Toyota failed to fully fix its door problems in either older models or new models going forward.

190. On May 24, 2011, Toyota issued a TSB to its dealers and service technicians about 2011 Siennas, T-SB-0044-11:⁷⁵

Some 2011 model year Sienna vehicles may exhibit an abnormal power slide door operation. This bulletin contains field fix information for the following conditions:

- Driver or passenger side power sliding door opens partially
- Driver or passenger side power sliding door makes an abnormal pop noise when initially opening with the outside handle.

⁷² A true and correct copy of T-SB EL0011-07 is attached hereto as Exhibit H.

⁷³ A true and correct copy of T-SB-0085-09 is attached hereto as Exhibit I.

⁷⁴ A true and correct copy of T-SB-0280-10 is attached hereto as Exhibit J.

 $^{^{75}}$ A true and correct copy of T-SB-0044-11 is attached hereto as Exhibit K.

- 191. This May 24, 2011 TSB did not disclose the fact that the Defective Doors could open independently, close independently, freeze, and jam, despite the fact that by 2011 Toyota had received numerous reports of all these incidents occurring. Instead, Toyota deceptively concealed the numerous problems reported with the Defective Doors.
- 192. On November 14, 2013, Toyota filed yet another TSB, T-SB-0170-13, about the Defective Doors. Toyota stated that "certain 2011 Models may exhibit a condition in which the power sliding doors or power hatch are inoperative from the overhead console switch or require excessive pressure on the overhead console switch to operate." Again, it did not disclose or address any of the many consumer reports of other problems with the Defective Doors, or disclose that these had caused and could continue to cause dangerous even fatal events.
- 193. It was not until November 22, 2016 that Toyota finally disclosed the door opening problem in the Defect Information Report. Even then, Toyota omitted the other well-documented problems with the Defective Doors listed above.
- 194. Toyota did not disclose the many known reports of physical injuries and dangerous conditions caused by the Defective Doors in its TSBs or Safety Recall-related filings. Nor did it disclose all of the ways in which it knew the Defective Doors malfunctioned. Toyota knowingly attempted to minimize the extent of the dangerous conditions posed by the Defective Doors by active concealment. Had Toyota disclosed the truth, NHTSA might have begun an investigation and prevented the exposure of occupants of over 745,000 to an unreasonable risk of danger.

⁷⁶ A true and correct copy of T-SB-0170-13 is attached hereto as Exhibit L.

D. The 2011 Lawsuit Against Toyota Regarding the Defective Doors

195. In June 2011, two Sienna owners brought a putative class action against Toyota in the United States District Court for the District of New Jersey alleging the sliding doors in 2004-2007 Siennas were defective. This existence of this lawsuit is incontrovertible proof that Toyota was aware of defects in its sliding doors as of June 30, 2011. The plaintiffs in that class action alleged the 2004-2007 models contained defects in the material, manufacturing and/or workmanship of the sliding doors that caused them to fail to open and close properly. They alleged the failures with respect to opening and closing were most often caused by one or more of the following factors: failure of the sliding doors' assembly, including failure of the door pulleys and/or cables; failure of the door touch sensors; failure of the controllers or controller assembly; defective attachment of the sliding doors; and/or, in models with motorized doors, failure of the motor which opens and closes the doors.

196. After a motion to dismiss and a motion for reconsideration, the court ruled plaintiffs could proceed with a consumer protection claim and a breach of express warranty claim. On January 7, 2013, Plaintiffs voluntarily dismissed the lawsuit. No class was certified and no notice was ever sent to members of the putative class.

197. Despite Toyota's undeniable knowledge in 2011 of defects with the power doors in the 2004-2007 Siennas, including the failure of the motor driving the power doors, Toyota continued to manufacture, market and sell Siennas with Defective Doors throughout the relevant period.

⁷⁷ Wiseberg v. Toyota Motor Corporation, et al., No. 2:11-cv-03776 (D.N.J. 2011).

E. The 2012 Warranty Extension

198. On April 19, 2012, Toyota announced a *six year* warranty extension for the rear sliding door latch assemblies and power sliding door cable assemblies in the sliding doors of Siennas manufactured between 2004-2010:

Toyota has received reports of customer concerns regarding rear sliding doors that gradually become difficult to open or close in certain 2004-2010 model year Sienna vehicles.

Although the Rear Sliding Door Latch Assemblies and the Power Sliding Door Cable Assembly are covered by Toyota's New Vehicle Limited Warranty for 3 years or 36,000 miles (whichever occurs first), Toyota is announcing a Customer Support Program (CSP) which will extend the warranty coverage for the following:

- 1) Rear Sliding Door Latch Assemblies For certain 2004-2010MY Sienna vehicles equipped with a Manual or Power Sliding Door, the warranty coverage for the Rear Sliding Door Latch Assemblies will be extended to 9 years from the date-of-first-use or 120,000 miles (whichever occurs first).
- 2) Power Sliding Door Cable Assembly For certain 2004-2007MY Sienna vehicles equipped with a Power Sliding Door, the warranty coverage for the Power Sliding Door Cable Assembly will be extended to 9 years from the date-of-first-use or 120,000 miles (whichever occurs first).⁷⁸
- 199. Toyota was careful to brand this as a "warranty enhancement" rather than a recall to conceal from owners/lessees and potential purchasers the known safety risks in the sliding doors of Siennas. Moreover, the warranty enhancement announcement is deceptive because it only states that opening or closing the doors might become "difficult." It omits the fact, known to Toyota, that the doors could independently open while the vehicle is in motion. It also omits the host of other known dangerous defects in the power sliding doors that consumers reported.
- 200. By putting in place an extended warranty, Toyota was able to cover repairs for vehicles only *after* the doors actually malfunctioned. Thus, consumers had to continue to use

⁷⁸ A true and correct copy of this Warranty Policy Bulletin is attached hereto as Exhibit M.

their Siennas until something potentially dangerous happened before they could have their sliding doors repaired.

- 201. The fact that Toyota extended the warranty by six years indicates that Toyota was not only aware of the problems caused by the Defective Doors, it did not have a solution to the problem, and did not expect to have one for at least several years, if ever.
- 202. As set forth in Section IV(A) and (B) above, consumers continued to report issues with the Defective Doors on their Class Vehicles long after the 2012 announcement of the warranty extension because Toyota did nothing to fix the problem in subsequent Sienna models.

V. TOYOTA'S RESPONSE TO COMPLAINTS ABOUT THE DEFECTIVE DOORS WAS DILATORY AND FAILED TO CORRECT THE DESIGN FLAW

- A. Toyota Starts Investigating the Defective Doors in 2014, Yet Continues to Sell the Class Vehicles Equipped with the Dangerous Defect
- 203. According to Toyota's November 2016 Defect Information Report, Toyota began to look into the defect that gave rise to the Safety Recall in January 2014. Its purported investigation was slow and anemic, and, unbelievably, Toyota continued to sell the Class Vehicles despite knowing the Defective Doors could fly open while the vehicles were in motion, or independently close or jam.
- 204. As detailed in Section IV(A) and (B), by January 2014, Toyota knew there had already been numerous complaints of the power sliding doors opening on the road and closing, including on children's hands.
- 205. The DIR states Toyota began investigating the condition when a dealer notified it of the following event in January 2014:⁷⁹

⁷⁹ Available at https://static.NHTSA.gov/odi/rcl/2016/RMISC-16V858-6717.pdf.

Toyota received a dealer report from the U.S. market indicating that the left side sliding door would not close properly in a 2014 Sienna. During the inspection of the vehicle by the dealer technician, it was found that the fuse for the sliding door motor had operated. It was also confirmed that the door cable was not attached to the latch mechanism in the front lock assembly and that the cable end was bent. The sliding door front lock assembly was returned to the supplier for investigation; it was found that the latch mechanism functioned normally when the cable end was set back into place and there was no dimensional abnormality of the cable which could lead to the cable detachment. Toyota also confirmed the current production condition of the cable installation process and found no abnormalities. Toyota concluded that this report was an isolated case and decided to monitor the field.

206. Toyota reported it received additional reports from its dealers and a field technician between February 2014 and mid-April 2015:

Between February, 2014 and mid-April, 2015, Toyota received an additional three dealer reports and one Field Technical Report from the U.S. market indicating that a sliding door would not close/latch properly and that the fuse for the sliding door motor had operated. An inspection of these vehicles and investigation of the recovered parts found binding in the rear lock mechanism of some vehicles possibly caused by corrosion/debris in the rear lock. However, no specific trend was identified at the time, and Toyota continued its investigation and monitoring of the field.⁸⁰

207. From May 2015 through April 2016, Toyota continued to dawdle in its investigation, if it was investigating at all. According to the chronology of events in the DIR:

In November, 2015, Toyota received three Field Technical Reports from the U.S. market indicating that the left side sliding door would not latch. Two of the three reports also indicated that the left side sliding door opened while driving. Toyota inspected the vehicles and confirmed that the fuse for the sliding door motor had operated; however, no corrosion was observed in the rear lock assembly of these vehicles. One of the three reports indicated that the operation of the fuse occurred at low temperatures. To understand the phenomenon's potential relationship to temperature and investigate the cause of the operated fuse, Toyota

⁸⁰ *Id*.

collected the lock assemblies, slide door motors, and wire harness from two of three inspected vehicles mentioned above.

In parallel with vehicle and part investigation efforts, between December, 2015 and April, 2016, Toyota continued to sporadically receive Field Technical Reports and warranty claims, and analyzed those that related to operation of the sliding door motor fuse. It was found that complaints of difficulty in proper closing of the sliding door related to an operated door motor fuse increased during the winter season and were concentrated in cold climate areas. Based on this analysis, and in order to duplicate the scenario of the operated fuse, Toyota conducted a series of duplication tests specifically focused on seasonality factors.

208. In the DIR, Toyota acknowledged the mass of warranty and dealer/technician reports it had received of the condition:

As of November 8, 2016, based on a diligent review of records, Toyota's best engineering judgment is that there are 9 Toyota Field Technical Reports (including one unverified report) and 390 unverified warranty claims that have been received from U.S. sources that relate to this condition and which were considered in the decision to submit this report. Multiple counts of the same incident are counted separately.

209. The DIR states Toyota "continued to investigate" between May and November 2016, ultimately concluding that:

[T]he sliding door motor could stall when the door is operated, which could generate high current in the door motor circuit and result in the operation of the fuse for the door motor. If the fuse is operated with the sliding door latch mechanism in an unlatched position, the door may not close properly if opened, and in limited circumstances, could open while driving.

- 210. The Defect Information Report provided no description of a repair option. Indeed, the section of the Defect Information Report titled "Description of Corrective Action" contained only the phrase "TBD," or "To Be Determined."
 - B. Toyota Fails to Promptly Alert Consumers to the Defective Doors After Deciding to Recall the Vehicles (November 16, 2016 December 23, 2016)

- 211. According to the DIR, Toyota made the decision to recall the Class Vehicles on November 17, 2016. Toyota did not, however, immediately notify consumers of the dangerous condition. Instead, between November 17, 2016 and December 23, 2016, when it began sending out the Safety Recall Notices, Toyota continued to allow Sienna drivers to unknowingly expose themselves and their children to the potentially fatal risk of the power doors suddenly opening while the vehicle is in motion, or causing bodily harm by closing on passengers, as well as other dangerous conditions.
- 212. A complaint filed with NHTSA concerning a 2014 Sienna reported a potentially life-threatening event that occurred on November 24, 2016:

While driving ... door slide open on my 11 year old son ... My daughter frantically grabbed her brother (whom was buckled) thank God. Until I was able to pull over to safety. I broke down into tears knowing my husband and I paid \$43,298.43 to provide a safe "home away from home" for my family of 6....⁸¹

213. Likewise, a complaint filed with NHTSA about an incident in a 2011 Sienna on December 10, 2016 stated:

While driving at various speeds, the rear passenger side sliding door independently opened without warning. The contact received notification of NHTSA Campaign Numbers 16v858000 (Structure) [the Safety Recall] and ...[the Takata recall]. However, the parts to do the repairs were unavailable. 82

- 214. As set forth in Section IV(B), at about the same period, there were also numerous complaints filed with NHTSA about the power sliding doors closing on their own and jamming.
 - C. Toyota Finally Issues the Safety Recall but Does Not Correct the Dangerous Defect
- 215. Beginning on approximately December 23, 2016, Toyota began to send out interim Safety Recall Notices to owners and lessees of the Class Vehicles. According to the

⁸¹ NHTSA database, NHTSA ID No. 10938424, Post Date 12/10/2016.

⁸² NHTSA database, NHTSA ID No. 10929427, Post Date 12/01/2016.

brief press release Toyota issued about the Safety Recall, customer notification was to be completed by mid-January 2017, which, on information and belief, was not the case.

- 216. As stated above, the Safety Recall Notices only disclosed the risk that the power sliding doors could open while driving, but not the additional known risks of injuries and safety hazards caused by the doors closing, moving from side to side, or becoming jammed. In the Safety Recall Notice, Toyota admitted it had no remedy for the dangerous condition, stating: "We are currently preparing the remedy. We will notify you again when the remedy is ready."
- 217. In the meantime, the Safety Recall Notice "suggest[ed]" that drivers should disable the power sliding door system in their minivans.
- 218. Disabling the power sliding doors as Toyota suggests in the Safety Recall Notice was not a solution because, as consumers have reported, even if the power doors are disabled, they continue to malfunction. During the relevant period, numerous consumers reported the doors opening and closing and otherwise malfunctioning even after they turn off the power door system in response to an unintended opening/closing event. Thus, Toyota's suggestion to turn off the door power system did not actually foreclose the possibility of the doors opening while the vehicle is in motion.
- 219. For example, a complaint filed with NHTSA on December 27, 2016 concerning a 2011 Sienna states:

Sliding doors opened while driving, turned off automatic and used manual opening, door will not latch closed now while using manual operation, lights interior now stay on. Rear door and side sliding now indicate on screen open from time to time while driving now.⁸³

220. In addition, a complaint filed with NHTSA on March 9, 2017 concerning a 2013 Sienna states:

⁸³ NHTSA database, NHTSA ID No. 10937749, Post Date 12/27/2016.

... the door would not latch when manually closed. The door had to be tied shut in order to drive the vehicle to the Toyota dealer since there was no other way to fasten it. The dealer **reported** they knew this was part of a Toyota recall but they had no documentation on how to fix it from Toyota so they just replaced the entire motor assembly. Toyota has known about this problem and has done nothing about it. It is a dangerous situation that has to be fixed before someone falls out of a moving vehicle. The door closes and appears latched until you drive and then it flies open.⁸⁴

- 221. Another significant problem with Toyota's interim suggestion that people disable their power door systems is that some Class Vehicle owners/lessees have reported extreme difficulty in opening or closing their sliding doors manually.
- 222. For example, a complaint filed with NHTSA on May 22, 2017 about a 2014 Sienna states:

The contact owns a 2014 Toyota Sienna. The contact received notification of NHTSA campaign number: 16v858000 (latches/locks/ linkages) [the Safety Recall]. The parts to do the repair were unavailable. ... **The contact mentioned because the doors were so heavy and she had to open and close them manually, she was currently experiencing shoulder issues.** The contact stated that the manufacturer exceeded a reasonable amount of time for the recall repair. The manufacturer stated that they did not have a remedy and the contact would receive a letter when the parts and remedy were available.⁸⁵

223. Similarly, a complaint filed with NHTSA on March 9, 2017 concerning a 2011 Sienna states:

Left sliding door won't open electronically or manually. Right sliding door is making a clunking noise when opening electronically. Been back to dealer 4 times since for the doors not working properly. I had to pay \$244. ...I'm not using the left door now during the winter because I can't be sure the door will close. 86

⁸⁴ NHTSA database, NHTSA ID No. 10959832, Post Date 03/09/2017.

⁸⁵ NHTSA database, NHTSA ID No. 10990907, Post Date 5/22/2017.

⁸⁶ NHTSA database, NHTSA ID No. 10959825, Post Date 03/09/2017.

224. A complaint filed with NHTSA about a 2016 Sienna states:

The sliding passenger doors stopped working and **you could not open them manually**. Passengers side door stopped working 8/3/15 and the drivers side door stopped working 5/3/16.⁸⁷

- 225. Further, in addition to being ineffective in rendering the Defective Doors safe and usable, disabling the power doors precludes consumers from utilizing a key feature of their Class Vehicles. Consumers paid a substantial premium for the power sliding door feature, and the availability of that feature was a material factor in their decision to purchase Siennas. Disabling the power sliding doors as Toyota suggests deprives them of the use of a feature for which they paid a premium, and the benefit of their bargain. It leaves them with power sliding doors that are not operational, much less fit for their ordinary purpose.
- 226. Moreover, the announcement of the Safety Recall has decreased the intrinsic and resale value of the Class Vehicles. Owners of Class Vehicles are currently unlikely to be able to sell their vehicles. As one consumer reported on May 26, 2017, after she experienced the door of her 2014 Class Vehicle sliding open next to her son, she "[w]as told by service manager that it was 'illegal for us to sell our car.'" 88
- 227. Indeed, in its instruction letter to its dealers regarding sale in connection with the Safety Recall, Toyota stated:

... 49 Code of Federal Regulations §577.13 requires us to provide the following advisory: It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

Pre-Owned Vehicles in Dealer Inventory

⁸⁷ NHTSA database, NHTSA ID No. 10862854, Post Date 05/03/2016.

⁸⁸ NHTSA database, NHTSA ID No., 10991818, Post Date 5/26/2017.

Toyota typically requests that dealers NOT deliver any pre-owned vehicles in dealer inventory that are covered by a Safety Recall unless the defect has been remedied. In this case, until remedy parts are available, delivery of a pre-owned vehicle is acceptable if disclosed to the customer that the vehicle is involved in this Safety Recall and that the remedy is currently being prepared by Toyota.

D. Consumers Continue to Report Dangerous Incidents After the Interim Safety Recall

- 228. After the Recall, consumers continued to be in danger when they used the power sliding doors and Class Vehicles in their intended manner.
- 229. For example, a complaint filed with NHTSA on April 4, 2017 about an incident on March 21, 2017 concerning a 2014 Sienna reported:

... the rear passenger sliding door opened independently. Once the button was pressed to close the door, the door attempted to close, but did not. The contact received notification of NHTSA campaign number: 16v858000 (structure); however, the parts to do the repair were unavailable. The manufacturer exceeded a reasonable amount of time for the recall repair. The manufacturer was notified of the issue. The contact was notified that the manufacturer considered the failure collateral damage and it was more cost effective for the contact to drive the vehicle.⁸⁹

230. A complaint filed on June 7, 2017 about an incident occurring on June 2, 2017, concerning a 2012 Sienna stated:

Passenger side sliding door failed. While driving at low speeds the door independently opened and caused the motor to fail. The contact was unable to close the door. The vehicle was taken to the dealer ... where it was diagnosed that the motor and linkages needed to be preplaced. The contact referenced NHTSA Campaign Number 16V858000 [the Safety Recall]. 90

E. Toyota's Belated Purported Recall Remedy Does Not Cure The Fundamental Design Flaw In The Power Sliding Door System

231. On July 12, 2017 - more than seven months after issuing the interim Safety

⁸⁹ NHTSA database, NHTSA ID No. 10970442, Post Date 4/4/2017.

⁹⁰ NHTSA database, NHTSA ID No. 10993672, Post Date 6/7/2017.

Recall Notice – Toyota finally announced to distributors and dealers (but not to consumers) that a purported remedy would be available for the Recalled Siennas. Unfortunately for Plaintiffs and other Class members, the Recall Remedy is wholly inadequate to address all of the problems that plague the Defective Doors.

- 232. In the Amended Defect Report that Toyota filed with NHTSA on June 12, 2017, Toyota stated it would begin issuing notifications of the Recall Remedy to affected owners and lessees by the week of July 17, 2017.⁹¹ However, on information and belief, many affected drivers did not receive a notice at that time. Also, as Toyota acknowledged in that Amended Defect Report, it has not yet offered any remedy at all for the 11,700 owners of wheelchair adapted Siennas with Defective Doors.
- 233. On July 12, 2017 or shortly thereafter, Toyota filed with NHTSA "Technical Instructions for Safety Recall G-04" for Model Years 2011-2014 and Model Years 2015-2016. The Instructions advised repair technicians to replace the junction box and the door motor wiring harness that connects the junction box to other components of the door.⁹²
- 234. The sole problem the Recall Remedy is even plausibly intended to address is that, in some circumstances, when a Defective Door encounters an obstruction to closure or opening, or the motor is otherwise overwhelmed, the door motor fuse can blow out, causing the motor to stop controlling the door. The initial design for the Defective Doors used a 25 Amp fuse for the door motor, which was, as Toyota has now conceded, insufficient to handle the current load that would pass through it in certain circumstances.
 - 235. Toyota's first attempt to address the fuse issue after it issued the interim Safety

⁹¹ A true and correct copy of a sample Remedy Notice is attached hereto as Exhibit N.

⁹² A true and correct copy of the Technical Instructions for Safety Recall G04 for Model Years 2011-2014 is attached hereto as Exhibit O. The only difference between the 2011-2014 and 2015-2016 Instructions is the junction box part number.

Recall Notice is set forth in T-SB-0208-17 which Toyota issued on April 10, 2017.⁹³ T-SB-0208-17 states that "[s]ome 2011 – 2016 model year Sienna vehicles may exhibit Sliding Door Front and Rear Latches simultaneously NOT latching due to the PSD 25 Amp fuse becoming open." The resolution Toyota proposed in T-SB-0208-17 did not address the root cause of the problem, namely the underdesigned power door system, but simply called for replacing the 25 Amp fuse with a 30 Amp fuse. That proposed remedy was dangerous. The initial 25 Amp fuse had been designed to match the capacity of the wiring loom and junction box. With the 25 Amp fuse, if the motor was overloaded, the fuse could blow, protecting the rest of the system from permanent damage and fire risk. However, the 30 Amp fuse could dangerously overload the rest of the power door system, posing risk of overheating, melting or even fire.

- 236. When Toyota announced the Recall Remedy in July 2017, like T-SB-0208-17, all that it appears to have been meant to address was potential overload of the door motor fuse. The only meaningful difference between the Recall Remedy and T-SB 0208-17 is that rather than replacing a 25 Amp fuse with a 30 Amp fuse in a junction box not designed to handle it, the Recall Remedy called for replacing the junction box with one that could handle the increased amperage and replacing the wiring harness connecting the door motors to the junction box.
- 237. As stated above, the problem with the Siennas' insufficient fuse is just one of many symptoms of Toyota's defective design that can lead to the Defective Doors opening and closing independently. The Recall Remedy has not been shown to adequately remedy that one problem.
 - 238. The Recall Remedy did not, and was not intended to, address any of the other

⁹³ Although the fuse issue described in T-SB-0208-17 is the sole cause of door opening that Toyota appears to try to address in its Purported Recall Remedy, the TSB does not mention the Safety Recall. A true and correct copy of T-SB-0208-17 is attached hereto as Exhibit P.

dangerous failures in the doors' design that expose consumers to significant and unreasonable danger of physical harm. It did not, for example, address the ECU-Triggered Early Shutdown Problem, the Door Motor Mechanical Failure Problem, the Latch Failure Problem, or the Defective Door Cables Problem, all of which can cause false latching. It also did not address any door failures *other* than false latching that can be caused by the aforementioned problems, such as that the automatic power system may become impossible to use, the doors may freely slide closed damaging obstacles in the doors' paths, and the doors may become stuck in an open, closed, or partially open position. And the Recall Remedy does nothing to address the Deficient Sensor Coverage Problem.

239. As set forth in Section III above, all of the foregoing malfunctions of the Defective Doors are caused by Toyota's failure to design its Sienna power doors in a sufficiently robust and safe manner for their ordinary and expected functions. The purported Recall Remedy addresses only a small fraction, if at all, of that fundamental design defect and the problems that it causes.

VI. TOYOTA FALSELY MARKETED THE CLASS VEHICLES AS SAFE AND CONVENIENT FAMILY VEHICLES

240. In late 2010, after Toyota's image and sales were damaged by complaints about unintended acceleration, its top executives "decided to revamp its marketing message and shift the focus to safety in a big way." As detailed in an article in Advertising Age titled, "Toyota to Push Safety in Upcoming Ad Blitz":

Toyota Motor Sales U.S.A.'s overall sales fell 34% in August and are down 1% for the year -- it's the only major manufacturer with a decline for 2010. Executives admit that consumers have doubts

⁹⁴ Mark Rechtin, "Toyota to Push Safety in Upcoming Ad Blitz," September 6, 2010, AdvertisingAge. Available at http://adage.com/article/news/advertising-toyota-push-safety-upcoming-ad-blitz/145729/ (last visited June 20, 2017), referencing statement made by top Toyota executives to Automotive News.

about the safety and quality of Toyota vehicles, so the automaker is planning an advertising blitz to counter that perception.

For years, Toyota's brand message has been based on quality, durability and reliability, with a dash of value thrown in at the tagline. But with both Toyota loyalists and possible converts now skeptical of that message, the automaker is putting safety first.

"What we're dealing with is a perception issue, and brand perceptions are not brand realities," said Bob Carter, Toyota Division general manager. "If a customer has removed us from their consideration list, it was because of a perception of Toyota safety."

. . .

Mr. Carter said the safety theme will continue in Toyota's brand advertising until consumer attitudes change.

. . .

Said Mr. Fay [the Toyota Marketing VP in charge of the campaign] of the coming ad campaign: "We need to make an emotional connection with people who own or are considering our product. We need to address the concerns of the customer, based on what we've been through this year."

He said the safety campaign should run well into 2011.

"This is not a short-term thing where we run an execution or two," Mr. Fay said. "We still have QDR. We just have to assure customers that's the case." 95

- 241. In connection with this campaign, Toyota introduced a video commercial with a voiceover that stated: "Everyone deserves to be safe. That's why every Toyota now comes with the Star Safety System, standard. ... We always think of safety, even in the concept design of our vehicles ... we know there's nothing more important to you than your safety." 96
- 242. It was also in connection with this new campaign that, in January 2011, Toyota added a link on the home page of its website to a section called "Toyota Safety" which brought

⁹⁵ *Id.* (Emphasis supplied.)

⁹⁶ Available at https://www.youtube.com/watch?v=a_vaFypz8xk, last visited June 11, 2017.

the web user to a page about Toyota's many safety features, beginning with a video showing the text "Everyone deserves to be safe. Which is why Toyota is doing even more to enhance our cars' safety and technology." It also included a statement that "[a]t Toyota, we're currently investing one million dollars an hour to enhance the safety and technology of our vehicles."

- 243. Toyota has kept this safety message prominent in its marketing, including on its website, to this day.
- 244. Toyota is one of the ten biggest advertising spenders in the United States.⁹⁹ During 2015 alone Toyota spent 435 billion Japanese yen, or 1.6% of its revenues, on advertising and sales promotions, including print and electronic media.¹⁰⁰
- 245. For example, as of the time of the filing of this action, Toyota's main website touted the safety features of all of its vehicles, saying to potential customers:

Let's go places, safely.

Why were 9 Toyota vehicles named "Top Safety Picks" by the Insurance Institute for Highway Safety in 2017? Because we design them with the knowledge that safety is more than features – it's the lives of the people who drive our cars. For us, the journey towards a safe road never ends. This belief, along with our collaborative research efforts, drives us to create advancements and innovations in safety that have helped (and continue to help) prevent crashes and protect people.

A screen shot of this portion of the website is below. 101

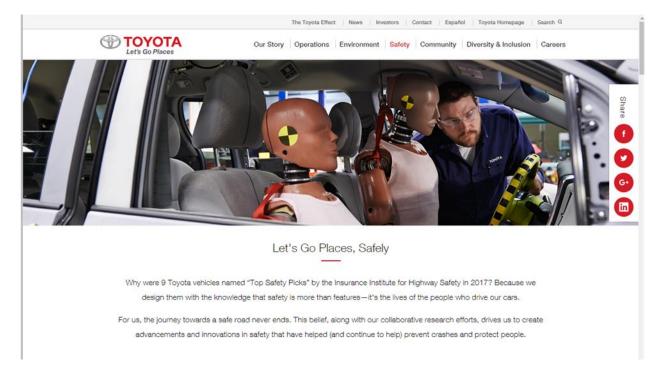
⁹⁷Available at https://web.archive.org/web/20110103143210/http://www.toyota.com:80/safety/, last visited June 11, 2017.

⁹⁸ *Id*.

⁹⁹ Market Realist, "A Must-Read Overview of Toyota Motor Corporation," Part 5. Available at http://marketrealist.com/2016/05/understanding-toyotas-marketing-strategy/ (last visited June 20, 2017).

¹⁰⁰ http://marketrealist.com/2016/05/understanding-toyotas-marketing-strategy/

¹⁰¹ https://www.toyota.com/usa/safety/



- 246. This part of Toyota's website also provides a vast array of information about the purported safety mechanisms the company offers. It does not, however, mention the dangerous Defective Doors on the Siennas.
- 247. The page on Toyota's main website describing the company's leadership further repeats its safety theme. It currently states, "We build cars and trucks that help you and your family go places reliably and safely."
- 248. In addition to its representations about Toyota vehicles generally, Toyota has centered its marketing on the Class Vehicles directly on their safety, reliability, and family friendliness.
- 249. The brochures for the Class Vehicles are filled with page upon page of features represented as promoting safety, and Toyota's website is loaded with similar representations. In the brochures for example, Toyota claims that "[a]t Toyota, safety is one of our top priorities," and touts the Sienna's "Star Safety System" which includes six features represented as designed

to prevent collision.¹⁰² Such pages of the brochures also state: "At Toyota, safety is one of our top priorities. That's why we equipped Sienna with an array of active safety systems, to help keep you out of harm's way, and passive safety systems, to help protect you should a collision occur."¹⁰³

250. The brochures further state that:

Our commitment to your family's well-being doesn't end with the active safety features found in the Star Safety System.TM Should a collision occur, Sienna's comprehensive set of seven standard airbags can help protect occupants in all three rows of seating. Sienna also offers a multitude of features, like available rainsensing wipers, that you might not associate with safety but that can help ensure your overall peace of mind."¹⁰⁴

251. The 2013 brochures also state (and other class year brochures contain similar language):

SEATBELTS

Sienna features a 3-point Emergency Locking Retractor (ELR) seatbelt for the driver's seat and Automatic/Emergency Locking Retractors (ALR/ELR) for all passenger belts.

SIDE IMPACT DOOR BEAMS

Within each of Sienna's four doors are steel beams designed to help protect the occupants in the event of a side-impact collision.

LATCH

LATCH (Lower Anchors and Tethers for Children) provides an added measure of safety for smaller family members. LATCH includes lower anchors and tethers on outboard second row seats and the center seat of the third row.

safetyconnect®

Via Toyota's 24/7 call center, available Safety Connect® offers subscribers helpful features such as Emergency Assistance, Stolen

¹⁰² See, e.g., Brochure for 2013 Toyota Sienna at p. 12.

¹⁰³ *Id*.

¹⁰⁴ *Id.* at 14.

Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Safety Connect® also offers the reliability of embedded cellular and GPS technology.

PRE-COLLISION SYSTEM (PCS)

This available system uses radar to determine if a frontal collision is imminent, alerts the driver with visual and audible warnings, and automatically applies the brakes to help slow the vehicle and help reduce the impact energy.

Below is an image of this page as copied from the 2013 brochure.



252. While the motorized sliding door is not expressly listed among the above safety features, a car with doors that can open randomly while the vehicle is in motion *is not a safe car*. This is a factor that would be extremely significant to consumers who are motivated to purchase Siennas because of its purported safety.

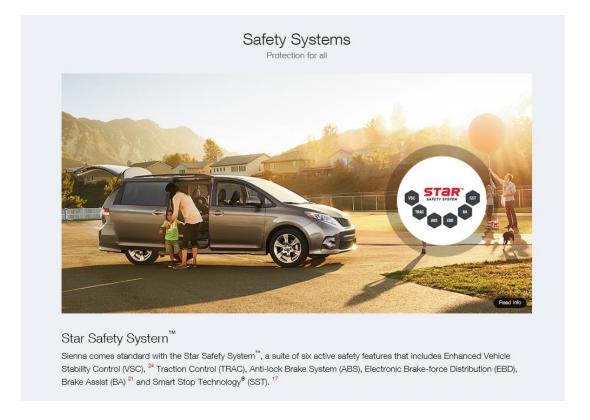
253. Even the brochures for the more recent of the Class Vehicles, for example, model year 2017 Siennas, continue to tout the safety of the Class Vehicles. For example, like the earlier brochures, these brochures tout the "Star Safety System," a suite of six active safety features designed to help keep you out of harm's way," and state that "Our commitment to your family's well-being doesn't end with the active safety features found in the Star Safety System," followed by a list of other safety features. These 2017 brochures do not reference the potential for the doors to open or close independently, to get stuck in place, or to fail to stop for fingers, toes and other obstacles in the paths of the doors.

254. Toyota's website similarly promotes the safety of its Siennas. It includes multiple photographs and descriptions touting the safety systems of the current model, and, on information and belief, at the times each new model was being sold, contained similar information about that model. The following is a screenshot of a portion of Toyota Sienna Safety page recently on Toyota's website: 107

¹⁰⁵ See 2013 Brochure at 12, and 2017 Brochure at 12.

¹⁰⁶ See 2013 Brochure at 13, and 2017 Brochure at 13.

¹⁰⁷ https://www.toyota.com/sienna/sienna-features/



- 255. Moreover, in Toyota's brochures and on its website for the Sienna, even pages that do not directly address safety, are filled with images of happy parents and children underscoring the message of safety that Toyota intends to convey. In addition Toyota's most recent commercial campaign specifically for the Siennas, introduced in 2012 and still running, has been for the "Swagger Wagon," and is aimed directly at parents who want family transportation that has "swagger." While the vehicles are promoted as esthetically pleasing, the main characters in the commercial are parents, the drivers who want to transport their children safely. Toyota's family oriented advertising and marketing clearly conveys a uniform and pervasive message that Toyota Siennas should be equated with safety and reliability.
- 256. Moreover, the mere fact of loading a car with airbags and anti-collision systems represents to potential purchasers that it is a particularly safe car, even if a consumer does not

¹⁰⁸ See, e.g., video available at https://www.youtube.com/watch?v=pUG3Z8Hxa5I

read a brochure, visit the website, or review other advertising materials. It is people looking for safe vehicles who seek to buy Siennas, and that is as Toyota intends.

257. In short, Toyota's safety advertising and messaging is false, because cars with doors that may open independently while the vehicle is in motion, that may close independently or close on children's fingers despite purported jam protection, or that are subject to a range of other jamming, freezing and breaking malfunctions, are unsafe.

VII. TOLLING OF THE STATUTE OF LIMITATIONS

A. Continuing Act Tolling

- 258. Beginning in 2010, Toyota continuously marketed and sold the dangerously defective Class Vehicles to unsuspecting customers. It continuously represented these vehicles as safe, convenient and family-friendly. By making these false representations, and failing to disclose that the power sliding doors were defective and exposed occupants to great risk, Toyota engaged in a continuing wrong sufficient to render inapplicable any statute of limitations that Toyota might seek to apply.
- 259. Pursuant to the TREAD Act, 49 U.S.C. § 30118, manufacturers are required to report information regarding customer complaints and warranty claims to NHTSA, and federal law imposes criminal penalties against manufacturers who fail to disclose known safety defects. Toyota owed a continuing duty to Plaintiffs and Class members to disclose to any risks to life and limb that its products pose. It continually breached that duty.
- 260. Moreover, Toyota breached its duties to consumers by knowingly selling Class Vehicles with Defective Doors on an ongoing basis.
- 261. Toyota's knowledge of the defects is evidenced by numerous NHTSA complaints by consumers, many of whom reported contacting Toyota directly about the Defective Doors. Other NHTSA complainants reported taking their vehicles to Toyota's

dealers, who are agents of Toyota and, on information and belief, report consumer complaints back to Toyota. Moreover, there were known complaints about the operation of the power sliding doors in earlier generations of the Siennas, and, on information and belief, the power sliding door design remained the same or materially similar in the Class Vehicles.

262. Thus, Toyota had continuing knowledge of the Defective Doors and the dangers they posed, yet continued to market and sell the Class Vehicles. Plaintiffs' and other Class members' claims are not time barred.

B. Fraudulent Concealment Tolling

- 263. Toyota had a duty to disclose to Plaintiffs and the Class members the true quality and nature of the Class Vehicles, that the Class Vehicles had uniform defect; and that the Defective Doors require repairs, pose a safety concern, and reduce the intrinsic and resale value of the vehicles.
 - 264. This duty arose, *inter alia*, under the TREAD Act, 49 U.S.C. § 30118.
- 265. Toyota has known, since at least 2007, of the risk that the doors in its Siennas would open or close independently, freeze, and jam. Prior to installing the Defective Doors in Class Vehicles, Toyota knew that the doors were defective based on consumer complaints and prior reported problems.
- 266. Despite its knowledge of the Defective Doors, Toyota failed to disclose and concealed this material information from Plaintiffs and other Class members, and instead continue to market the Class Vehicles as safe and durable.
- 267. The purpose of Toyota's concealment of the Defective Doors was to prevent Plaintiffs and other Class members from seeking redress.

- 268. Plaintiffs and the other Class members justifiably relied on Toyota to disclose the Defective Doors in the Class Vehicles that they purchased or leased, because that defect was not discoverable by Plaintiffs and the other Class members through reasonable efforts.
- 269. Any applicable statute of limitations has been tolled by Toyota's knowledge, active concealment, and denial of the facts alleged herein, which behavior was ongoing.

C. Discovery Rule Tolling

- 270. Even through the exercise of reasonable diligence, Plaintiffs and other Class members could not have discovered, prior to Toyota's issuance of the Safety Recall Notice in late December 2016, that Toyota was concealing and misrepresenting dangerous defects in the power sliding doors of the Class Vehicles and the risks that were posed by those defects.
- 271. Plaintiffs and the other Class members could not have reasonably discovered, and could not have known of facts that would have caused a reasonable person to suspect, that Toyota intentionally failed to disclose material information within its knowledge about a dangerous defect to consumers worldwide.
 - 272. As such, no potentially relevant statute of limitations should be applied.

D. Estoppel

- 273. Toyota was under a continuous duty, including under the TREAD Act, 49 U.S.C. § 30118, to disclose to Plaintiffs and the other members of the Class to disclose the facts that it knew about the Defective Doors installed in the Class Vehicles.
- 274. Toyota knowingly, affirmatively, and actively concealed the true nature, quality, and character of the Defective Doors from Plaintiffs and other members of the Class.
- 275. Thus, Toyota is estopped from relying on any statutes of limitations in defense of this action.

CLASS ACTION ALLEGATIONS

- 276. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) on behalf of themselves and all others similarly situated.
- 277. Plaintiffs seek to represent a class a nationwide class (the "Nationwide Class") defined as:

Nationwide Class

All persons, entities or organizations who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Class Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. ¹⁰⁹

278. Plaintiff Simerlein seeks to represent a multi-state consumer protection class ("Multi-State Consumer Protection Class") defined as:

All persons, entities or organizations who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Class Vehicles distributed for sale or lease in any of the following states: Alaska, Arkansas, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Massachusetts, Michigan, Missouri, New Jersey, New York, Rhode Island, Vermont, Washington, Wisconsin, and the District of Colombia, any additional states which the Court determines to have sufficiently similar law to Connecticut without creating manageability issues.

279. Plaintiffs also respectively seek to represent the following statewide classes (the "Statewide Classes") defined as:

All persons, entities, or organizations who purchased or leased a Class Vehicle in Connecticut.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Alabama.

¹⁰⁹ Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case.

All persons, entities, or organizations who purchased or leased a Class Vehicle in California.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Florida.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Illinois.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Indiana.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Kentucky.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Maine.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Missouri.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Oregon.

All persons, entities, or organizations who purchased or leased a Class Vehicle in Pennsylvania.

All persons, entities, or organizations who purchased or leased a Class Vehicle in West Virginia.

Numerosity and Ascertainability - Fed. R. Civ. P. 23(a)(1)

280. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(1). In the Safety Recall Notice, Toyota stated that approximately 744,000 Class Vehicles are subject to the Safety Recall. On information and belief, thousands of purchasers or lessees of the Class Vehicles reside in, or purchased or leased their Class Vehicles, in the states in which Plaintiffs reside, as well as other in other states and U.S. territories. Individual joinder of all Class members is impracticable.

281. Each of the Classes is ascertainable because its members can be readily identified using registration records, sales records, production records, and other information kept by Toyota, or third parties in the usual course of business and within its control. Indeed, most if not all of the Class members can be identified by review of the list of people to whom Toyota sent the Safety Recall Notice. Plaintiffs anticipate providing appropriate notice to each Class member, in compliance with Fed. R. Civ. P. 23(c)(2), to be approved by the Court after class certification, or pursuant to court order under Fed. R. Civ. P. 23(d).

Commonality and Predominance - Fed. R. Civ. P. 23(a)(2) and 23(b)(3)

- 282. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(2) and 23(b)(3) because it involves common questions of law and fact, and because these common questions predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation, the following:
 - a. Whether the Sienna power sliding doors system suffers from a uniform design flaw;
 - b. When Toyota knew or should have known that the power sliding doors in the Class Vehicles were defective and/or dangerous;
 - c. Whether Toyota omitted and failed to disclose material facts about the Class Vehicles;
 - d. Whether Toyota misrepresented the Class Vehicles as being safe;
 - e. Whether Toyota's conduct, as alleged herein, was likely to mislead a reasonable consumer;
 - f. Whether Toyota's statements, concealments and omissions regarding the Class Vehicles were material to a reasonable consumer;
 - g. Whether the Defective Doors in the Class Vehicles were unfit for the ordinary purposes for which they were used;
 - h. Whether Toyota's conduct tolls any or all applicable limitations periods;

- i. Whether Toyota's conduct described herein violates the consumer protection statutes of various states, as alleged herein;
- j. Whether Toyota breached its express and implied warranties;
- k. Whether Toyota has been unjustly enriched by the conduct alleged herein;
- 1. Whether the Class Vehicles have suffered a diminution of value as a result of Defective Doors;
- m. Whether Plaintiffs and the members of the Classes are entitled to damages on the Counts where damages are an available remedy;
- n. Whether Plaintiffs and the members of the Classes are entitled to punitive damages on Counts where punitive damages are an available remedy; and
- o. Whether Plaintiffs and the Classes are entitled to restitution, injunctive relief, or other equitable relief and/or other relief as may be proper.

Typicality - Fed. R. Civ. P. 23(a)(3)

283. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(3) because Plaintiffs' claims are typical of the claims of the Class members, and arise from the same course of conduct by Toyota. The relief Plaintiffs seek is typical of the relief sought for the absent Class members and do not conflict with the interests of any other members of the Classes.

Adequate Representation - Fed. R. Civ. P. 23(a)(4)

- 284. Plaintiffs will fairly and adequately represent and protect the interests of the Classes. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective products.
- 285. Plaintiffs and their counsel are committed to vigorously prosecuting this action and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Classes.

Superiority - Fed. R. Civ. P. 23(b)(2) and 23(b)(3)

- 286. This action satisfies the requirements of Fed. R. Civ. P. 23(b)(2) because Toyota has acted and refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive and/or corresponding declaratory relief with respect to the Classes as a whole.
- 287. This action satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because a class action is superior to other available methods for the fair and efficient adjudication of this controversy.
- 288. Because the damages suffered by each individual member of the Classes may be relatively small in comparison to the expense of litigation, it would be very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, such that most or all Class members would have no rational economic interest in individually controlling the prosecution of specific actions, and the burden imposed on the judicial system by individual litigation by even a small fraction of the Classes would be enormous, making class adjudication the superior alternative under Fed. R. Civ. P. 23(b)(3)(A).
- 289. The conduct of this action as a class action presents far fewer management difficulties, far better conserves judicial resources and the parties' resources, and far more effectively protects the rights of each Class member than would piecemeal litigation. Compared to the expense, burdens, inconsistencies, economic infeasibility, and inefficiencies of individualized litigation, the challenges of managing this action as a class action are substantially outweighed by the benefits to the legitimate interests of the parties, the Court, and the public of class treatment in this Court, making class adjudication superior to other alternatives, under Fed. R. Civ. P. 23(b)(3)(D).

290. Plaintiffs are not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Rule 23 provides the Court with authority and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges. The Court may, on Plaintiffs' motion or on its own determination, certify nationwide, statewide and/or multi-state classes for claims sharing common legal questions; utilize the provisions of Rule 23(c)(4) to certify any particular claims, issues, or common questions of fact or law for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize Rule 23(c)(5) to divide any Class into subclasses.

291. Class members expressly disclaim any recovery in this action for physical injury resulting from the Defective Doors without waiving their right to bring such claims in other actions or dismissing such claims. However, Plaintiffs are informed and believe that injuries and other physical events that occur as a result of the Defective Doors implicate the Class Vehicles, constitute evidence supporting various claims, including diminution of value, and may be continuing to occur because there is no demonstrable permanent fix that corrects all the problems with the Defective Doors. The increased risk of injury from the Defective Doors serves as an independent justification for the relief sought by Plaintiffs and the Classes.

CLAIMS FOR RELIEF

Claim Brought on Behalf of the Nationwide Class:

COUNT I

(On Behalf of the Nationwide Class) Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.

- 292. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 293. The sale of the Class Vehicles was subject to the provisions and regulations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.

- 294. The Class Vehicles are "consumer products" as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
- 295. Plaintiffs and the other Nationwide Class members are "consumers" as defined by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).
- 296. Toyota is a "supplier" and "warrantor" as defined by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).
- 297. The express warranties in Toyota's marketing and advertising provided by Toyota are "written warranties" as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The express repair warranty between Toyota and class members are also "written warranties" as defined by that section. The Class Vehicles' implied warranties are come under 15 U.S.C. § 2301(7).
- 298. Toyota breached these warranties, as further described above, by selling the Class Vehicles with the Defective Doors, and not disclosing their defective condition, and by providing Class Vehicles not in merchantable condition and not fit for the ordinary purpose for which vehicles are used. They are also not fit for the specific purposes for which Toyota sold them to Class members and for which Class members purchased them.
- 299. Privity is not required in this case because Plaintiffs and the other Nationwide Class members are intended third-party beneficiaries of contracts between Toyota and its dealers; specifically, they are the intended beneficiaries of Toyota's express and implied warranties. The dealers were not intended to be the ultimate consumers of the vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally,

privity is also not required because the Class Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

- 300. Requiring an informal dispute settlement procedure, or affording Toyota a reasonable opportunity to cure its breach of written warranties, is unnecessary and futile. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing, of its misrepresentations concerning the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the power sliding doors were defective. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement whether under the Magnuson-Moss Warranty Act or otherwise that Plaintiffs resort to an informal dispute resolution procedure and/or afford Toyota a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.
- 301. Plaintiffs and the other members of the Nationwide Class would suffer economic hardship if they returned its 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, Plaintiffs and the other Nationwide Class members have not re-accepted its Class Vehicles by retaining them.
- 302. Plaintiffs and the other Nationwide Class members have been damaged as a result of the wrongful conduct complained of herein. Said conduct continues and the harm or risk of harm is ongoing.
- 303. The amount in controversy exceeds the statutory minimums set forth at 15 U.S.C. § 2310(d)(3). Each Plaintiff's individual claim is equal to or larger than \$25 and the cumulative amount in controversy (excluding interest and costs) exceeds \$50,000.

304. As a result of Toyota's violations of the Magnuson-Moss Warranty Act and its express and implied warranties with consumers, Plaintiffs and the other members of the Nationwide Class have been damaged in an amount to be determined at trial.

Claim Brought on Behalf of the Multi-State Consumer Protection Class:

COUNT II

(On behalf of the Multi-State Consumer Protection Class)
Connecticut General Statutes § 42-110a, et seq.,
The Connecticut Unfair Trade Practices Act ("CUTPA"), and Materially Identical State
Consumer Protection Statutes

- 305. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 306. Plaintiff Simerlein, a consumer of the Siennas, brings this action individually and on behalf of the Multi-State Consumer Protection Class.
- 307. The foregoing acts, conduct and omissions of Toyota constitute unfair, unconscionable, deceptive or unlawful acts or business practices in violation of at least the following state consumer protection statutes:¹¹⁰
 - a. **Alaska Unfair Trade Practices and Consumer Protection Act**, Alaska Stat. § 45.50.471, *et seq.*;
 - b. Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, et seq.;
 - c. California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq., California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.;
 - d. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, et seq.;
 - e. **Delaware Consumer Fraud Act**, Del. Code Ann. tit. 6, § 2511, et seq.;
 - f. District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-

¹¹⁰ There is no material conflict between these state consumer protection statutes and the Connecticut Unfair Trade Practices Act, Connecticut General Statutes § 42-110a, *et seq.* ("CUTPA") because these statutes, like CUTPA, (1) do not require plaintiffs to show that unnamed class members relied on the defendants' misrepresentations; (2) do not require plaintiffs to allege scienter; and (3) permit plaintiffs to seek relief for violations of the statute on a class-wide basis.

3901, et seq.;

- g. Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, et seq.);
- h. **Hawaii Unfair and Deceptive Practices Act**, Hawaii Rev. Stat. § 480-1, et seq.;
- i. **Illinois Consumer Fraud and Deceptive Business Practices Act**, 815 Ill. Comp. Stat. § 505/1, et seq.;
- j. Massachusetts Regulation of Business Practices for Consumers' Protection Act, Mass. Gen. Laws Ann. ch. 93A, § 1 et seq.;
- k. **Michigan Consumer Protection Act, Mich. Comp. Laws § 445.901** et seq.;
- 1. **Missouri Merchandising Practices Act**, Mo. Rev. Stat. § 407.010, et seq.;
- m. New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, et seq.;
- n. New York General Business Law (N.Y. G.B.L. § 349)
- o. **Rhode Island Unfair Trade Practices and Consumer Protection Act**, R.I. Gen. Laws § 6-13.1-1, *et seq.*;
- p. **Vermont Consumer Fraud Act**, Vt. Stat. Ann. tit. 9, § 2451, et seq.;
- q. Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, et seq.; and
- r. **Wisconsin Consumer Act,** Wis. Stat. Ann. § 100.18, et seq.
- 308. The Connecticut Unfair Trade Practices Act ("CUTPA") provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Conn. Gen. Stat. § 42-110b(a). All of the other state statutes' set forth in ¶ 274 above contain a similar prohibition on the use of unfair or deceptive acts or practices in the conduct of trade or commerce.
- 309. Toyota is a "person" within the meaning of CUTPA, Conn. Gen. Stat. § 42-110a(3), and the other states' consumer protection statutes. At all relevant times, Toyota was acting in the conduct of trade or commerce as it advertises, distributes, markets and sells the Siennas to consumers within this and each of the states listed above.

- 310. At all relevant times, Toyota was prohibited by CUTPA, Conn. Gen. Stat. § 42-110a *et seq.*, and the other states' consumer protection statutes from engaging in unfair, deceptive and/or misleading acts and/or practices in the conduct of any trade or commerce.
- 311. Based on any of the conduct alleged in this Complaint, Toyota engaged in unfair and deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b and the other states' similar consumer protection statutes. In the course of its business, Toyota failed to disclose and actively concealed the dangers and risks posed by the Defective Doors and otherwise engaged in activities with a tendency or capacity to deceive.
- 312. Toyota also engaged in unlawful trade practices by employing deception, deceptive acts or practices, and misrepresentations or omissions of material facts when it knowingly advertised the Class Vehicles as being "safe" and suitable for consumers despite Toyota's knowledge that the power sliding doors in the Class Vehicles were defective. For at least a decade, Toyota was aware that the power sliding doors in its Class Vehicles were prone to independently opening while the vehicle was being driven, as well as otherwise independently opening and/or closing, or becoming jammed. The Defective Doors endangered the safety of passengers, many of whom were young children. Despite this knowledge, Toyota marketed the Class Vehicles as "safe" vehicles and did not disclose to Plaintiff and the Consumer Protection Class that the power sliding doors were dangerously defective until after December 22, 2016.
- 313. Safety is a critical feature for many purchasers of automobiles, especially automobiles marketed towards families with young children, such as the Sienna. Thus, Toyota's misrepresentations that the Class Vehicles were "safe," and omissions and misleading statements about the Defective Doors were material to reasonable consumers.

- 314. Toyota's acts and practices offend public policy as established by statute. Toyota violated the Motor Vehicle Safety Act, 49 U.S.C. § 30101 *et seq.* (the "Safety Act"), by failing to promptly disclose the existence of the Defective Doors to NHTSA and to the owners, purchasers, and lessees of Toyota Vehicles. *See* 49 U.S.C. § 30118(c). In addition, Toyota failed to notify NHTSA of the Defective Doors within 5 working days after it was determined to be related to motor vehicle safety, as required by the Transportation Recall Enhancement, Accountability, and Documentation ("TREAD") Act and its implementing regulations. *See* 49 CFR § 573.6(a) & (b).
- 315. Toyota's acts and practices were immoral, unfair, unscrupulous, oppressive and unethical, especially insofar as these acts and practices exploited the motivation of Plaintiffs and the Multi-State Consumer Protection Class to ensure the safety of themselves and their passengers, including their minor children, and then placed them in physical danger.
- 316. Toyota's acts and practices caused substantial injury to Plaintiff Simerlein and other members of the Multi-State Consumer Protection Class because: (a) they would not have purchased the Class Vehicles, or would not have purchased them on the same terms, if the true facts concerning the Defective Doors had been known; and (b) they paid a price premium due to Toyota's marketing and selling of the Class Vehicles as "safe." Meanwhile, unbeknownst to them, serious injury can result from ordinary use of the Defective Doors in the Class Vehicles. Consumers have thus overpaid for the Class Vehicles, could not have reasonably avoided such injury and such injury is not outweighed by any countervailing benefits to consumers or competition.
- 317. Toyota's unfair and/or deceptive practices directly, foreseeably, and proximately caused Plaintiff Simerlein and the Multi-State Consumer Protection Class to suffer an

ascertainable loss, including overpaying for the Class Vehicles, being deprived of the use of the Class Vehicles for which they paid a premium but which are not fit for their ordinary purpose, and losing intrinsic and resale value.

- 318. To the extent required by various consumer protection statutes, Plaintiffs have issued demand letters to Toyota advising Toyota of the claims set forth herein. Toyota has failed to proffer a reasonable settlement offer in response to any demand letter.
- 319. As a result of Toyota's violation of CUTPA and the other states' consumer protection statutes, Plaintiff Simerlein and the other members of the Multi-State Consumer Protection Class should be awarded damages, including punitive damages, in an amount to be determined at trial.
- 320. Plaintiff Simerlein and the Connecticut Class seek to recover all relief available under the statute, including but not limited to any equitable relief available and reasonable attorneys' fees and costs incurred in connection with this action.

Claims Brought on Behalf of the Connecticut Class:

COUNT III

(On behalf of the Connecticut Class)
Violations of Connecticut General Statutes § 42-110a, et seq.,
The Connecticut Unfair Trade Practices Act ("CUTPA")

- 321. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 322. Plaintiff Simerlein pleads this Count III individually and on behalf of the Connecticut Class.
- 323. Plaintiff Simerlein, a consumer of the Siennas, brings this action individually and on behalf of the Connecticut Class.

- 324. The Connecticut Unfair Trade Practices Act ("CUTPA") provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Conn. Gen. Stat. § 42-110b(a).
- 325. Toyota is a "person" within the meaning of CUTPA, Conn. Gen. Stat. § 42-110a(3). At all relevant times, Toyota was acting in the conduct of trade or commerce as it advertises, distributes, markets and sells Siennas to consumers in Connecticut and the rest of the United States.
- 326. At all relevant times, Toyota was prohibited by CUTPA, Conn. Gen. Stat. § 42-110a *et seq.*, from engaging in unfair, deceptive and/or misleading acts and/or practices in the conduct of any trade or commerce.
- 327. Based on any of the conduct alleged herein, Toyota engaged in unfair and deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b. In the course of its business, Toyota failed to disclose and actively concealed the dangers and risks posed by the Defective Doors and otherwise engaged in activities with a tendency or capacity to deceive.
- 328. Toyota also engaged in unlawful trade practices by employing deception, deceptive acts or practices, misrepresentations or omissions of material facts when it knowingly advertised the Class Vehicles as being "safe" and suitable for consumers despite Toyota's knowledge that the power sliding doors in the Class Vehicles were defective. For at least a decade, Toyota was aware that the power sliding doors in its Class Vehicles were prone to independently opening while the vehicle was being driven, as well as otherwise independently opening and/or closing, or becoming jammed. The Defective Doors endangered the safety of passengers, many of whom were young children. Despite this knowledge, Toyota marketed the

Class Vehicles as "safe" vehicles and did not disclose to Plaintiff Simerlein and the Connecticut Class that the power sliding doors were dangerously defective until after December 22, 2016.

- 329. Safety is a critical feature for many purchasers and lessees of automobiles, especially automobiles marketed towards families with young children, Thus, Toyota's misrepresentations that the Class Vehicles were "safe," and omissions and misleading statements about the Defective Doors were material to reasonable consumers.
- 330. Toyota's acts and practices offend public policy as established by statute. Toyota violated the Motor Vehicle Safety Act, 49 U.S.C. § 30101 *et seq.* (the "Safety Act"), by failing to promptly disclose the existence of the Defective Doors to NHTSA and to the owners, purchasers and dealers of Toyota Vehicles. *See* 49 U.S.C. § 30118(c). In addition, Toyota failed to notify NHTSA of the Defective Doors within 5 working days after it was determined to be related to motor vehicle safety, as required by the Transportation Recall Enhancement, Accountability, and Documentation ("TREAD") Act and its implementing regulations. *See* 49 CFR § 573.6(a) & (b).
- 331. Toyota's acts and practices were immoral, unfair, unscrupulous, oppressive and unethical, especially insofar as these acts and practices exploited the motivation of Plaintiff Simerlein and the Connecticut Class to ensure the safety of themselves and their passengers, including their minor children, and then placed them in physical danger.
- 332. Toyota's acts and practices caused substantial injury to Plaintiff Simerlein and Connecticut Class members because: (a) they would not have purchased the Class Vehicles, or would not have purchased them on the same terms, if the true facts concerning the Defective Doors had been known; and (b) they paid a price premium due to Toyota's marketing and selling of the Class Vehicles as "safe." Meanwhile, unbeknownst to them,

serious injury can result from ordinary use of the Defective Doors in the Class Vehicles. Consumers have thus overpaid for the Class Vehicles, could not have reasonably avoided such injury and such injury is not outweighed by any countervailing benefits to consumers or competition.

- 333. Toyota's unfair and/or deceptive practices directly, foreseeably, and proximately caused Plaintiff Simerlein and the Connecticut Class to suffer an ascertainable loss, including overpaying for the Class Vehicles, being deprived of the use of the Class Vehicles for which they paid a premium but which are not fit for their ordinary purpose, and losing resale value.
 - 334. This class action is specifically permitted by Conn. Gen. Stat. § 42-110g(b).
- 335. As a result of Toyota's violation of CUTPA, Plaintiff Simerlein and the other Connecticut Class members should be awarded damages, including punitive damages, in an amount to be determined at trial.
- 336. Plaintiff Simerlein and the Connecticut Class seek to recover all relief available under the statute, including but not limited to any equitable relief available and reasonable attorneys' fees and costs incurred in connection with this action.

COUNT IV

(On Behalf of the Connecticut Class) Breach of Express Warranty

- 337. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 338. Plaintiff Simerlein brings this claim individually and on behalf of the members of the Connecticut Class.
- 339. Toyota expressly warranted that the Class Vehicles were of high quality, were safe, and would work properly. It expressly warranted that the power sliding doors would make loading and unloading children and cargo and people easy. It also expressly warranted that it

would repair and/or replace defects in material and/or workmanship free of charge while the vehicle was within warranty.

- 340. Plaintiff Simerlein and members of the Connecticut Class relied on these express warranties when choosing to purchase or lease their Class Vehicles.
- 341. Toyota has breached these warranties because the Class Vehicles are not of high quality, are not safe, and do not work properly, insofar as the Vehicles are equipped with Defective Doors.
- 342. In addition, Toyota, on one hand, and Plaintiff Simerlein and other members of the Connecticut Class, on the other, have entered into certain written warranties. The basic warranty "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota," and lasts for 36 months or 36,000 miles. This warranty, by its terms, provides that "[w]arranty coverage is automatically transferred at no cost to subsequent vehicle owners." Toyota also offers extended warranties which consumers can purchase. Toyota is therefore required to repair defects in the power sliding doors on the Class Vehicles.
- 343. Toyota has breached this express warranty because it has failed to remedy the Defective Doors.
- 344. Plaintiff Simerlein and the Connecticut Class members relied on the warranties above, both about the condition of the Class Vehicles and the availability of repair, in making their decisions to purchase or lease the Class Vehicles. Plaintiff Simerlein and the Connecticut Class members have fulfilled all of their obligations under any contract with Toyota or have otherwise been excused from doing so by the breach herein.

- 345. As a direct and proximate result of Toyota's false and misleading representations and warranties, Plaintiff Simerlein and the Connecticut Class members suffered significant damages as described herein.
- 346. As the manufacturers, suppliers, and/or sellers of the Siennas, Toyota had actual knowledge of the Defective Doors and the breach of warranties. It issued the Safety Recall concerning the Defective Doors, acknowledging they were unsafe, and it knew it had made warranties to the contrary. It sent the Safety Recall Notice directly to Plaintiff Simerlein and the Connecticut Class members, demonstrating that it knows there are people against whom its warranties have been breached. It also had actual knowledge of the Defective Doors and its breaches of warranties due to a host of warranty claims, consistent consumer complaints and reports from its own dealers and field technicians.
- 347. For the same reasons, no informal dispute resolution mechanism could provide an adequate remedy to Plaintiff Simerlein and other members of the Connecticut Class. As such, any requirement of participation in such an informal mechanism should be excused and thus considered satisfied.
- 348. As a result of Toyota's breach of its express warranties, Plaintiff Simerlein and the Connecticut Class members have been damaged in an amount to be determined at trial.

COUNT V

(On Behalf of the Connecticut Class) Breach of Implied Warranty

- 349. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 350. Plaintiff Simerlein brings this claim individually and on behalf of the Connecticut Class.

- 351. Toyota, as the designer, manufacturer, marketer, distributor, and/or seller of Siennas impliedly warranted that the Class Vehicles, including their power sliding doors, were fit for their intended purpose in that they would be safe vehicles with functional power sliding doors.
- 352. Toyota breached the warranty implied in the contract for the sale/lease of the Class Vehicles in that the Class Vehicles could not pass without objection in the trade under the contract description, the goods were not of fair, average quality within the description, and the Class Vehicles were unfit for their intended and ordinary purpose in that their power sliding doors did not function properly and exposed Class members to a risk that they might open or close independently, or jam. As a result, Plaintiff Simerlein and the Connecticut Class members did not receive the goods as impliedly warranted by Toyota to be merchantable.
- 353. Plaintiff Simerlein and members of the Connecticut Class are the intended beneficiaries of Toyota's implied warranties.
- 354. In reliance upon Toyota's skill and judgment and the implied warranties, Plaintiff Simerlein and members of the Connecticut Class purchased or leased the Class Vehicles for use as safe transportation with power sliding doors that would make loading and unloading the vehicles safer and easier.
- 355. Plaintiff Simerlein and members of the Connecticut Class did not alter the Class Vehicles and/or the Defective Doors to use them in an unintended manner. Any changes to the vehicles made by members of the Connecticut Class constituted expected and ordinary use of a minivan.

- 356. The Class Vehicles were defective when they left the exclusive control of Toyota. The built-in power sliding doors at all times pose an unreasonable risk of failing, exposing the passengers to serious bodily harm.
- 357. The Class Vehicles were defectively designed and/or manufactured and unfit for their intended purpose, and Class members did not receive the goods as warranted.
- 358. As a direct and proximate cause of Toyota's breach of the implied warranty, Plaintiff Simerlein and members of the Connecticut Class have been damaged in an amount to be determined at trial.

COUNT VI

(On behalf of the Connecticut Class) Unjust Enrichment

- 359. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 360. This claim is brought in the alternative to Plaintiff Simerlein's warranty claims.
- 361. Plaintiff Simerlein brings this claim individually and on behalf of the Connecticut Class.
- 362. As a result of Toyota's material deceptive advertising, marketing and sale of the Class Vehicles, Toyota was enriched at the expense of Plaintiff Simerlein and the Connecticut Class through their purchase of the vehicles, because the vehicles were not "safe" and did not work properly despite Toyota's representations to the contrary.
- 363. Toyota had knowledge of the benefit it incurred at the expense of Plaintiff and members of the Connecticut Class, because Toyota knew that the Class Vehicles did not perform or operate as advertised.

- 364. Under the circumstances, it would be against equity and good conscience to permit Toyota to retain the ill-gotten benefits it received from Plaintiff Simerlein and the Connecticut Class as the result of its deceptive marketing and advertising practices.
- 365. Plaintiff Simerlein and the Connecticut Class members do not have an adequate remedy at law.

Claims Brought on Behalf of the Alabama Class:

COUNT VII

(On behalf of the Alabama Class) Violations of the Alabama Deceptive Trade Practices Act Ala. Code §§ 8-19-1, et seq.

- 366. Plaintiff Franklin ("Plaintiff," for the purposes of the Alabama Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 367. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).
- 368. The Alabama Deceptive Trade Practices Act prohibits "engaging in . . . unconscionable, false, misleading, or deceptive act[s] or practice[s] in the conduct of trade or commerce." Ala. Code § 8-19-5.
- 369. By the conduct described in detail above and incorporated herein, Toyota engaged in unfair or deceptive acts in violation of Ala. Code § 8-19-5.
- 370. Toyota's omissions regarding the smissourliding door defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.

- 371. Toyota intended for Plaintiff and the other Class members to rely on Toyota's omissions regarding the sliding door defect.
- 372. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Toyota's omissions of fact concerning the above-described sliding door defect that results in a failure of the doors to properly open and close, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.
- 373. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.
- 374. Toyota's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other class members.
- 375. In addition to being deceptive, the business practices of Toyota were unfair because Toyota knowingly sold Plaintiff and the other Class members Class Vehicles with defective Sliding Doors that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Toyota's exclusive knowledge of the sliding door defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.
- 376. Plaintiff sent numerous emails to Toyota demanding relief for the sliding door defect, including on July 21, August 3, and August 9, 2017. Through this written correspondence, Plaintiff informed Toyota of her experiences with the sliding door defect, and

how the sliding door defect has resulted in her family's fear of continuing to use her Sienna. She placed blame on Toyota for knowingly selling her a defective and unsafe vehicle, and demanded relief, including a buyback of the Sienna.

377. As a direct and proximate result of Toyota's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the sliding door defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, treble damages, attorneys' fees and costs, and all other relief allowed under Ala. Code. §§ 8-19-1, et seq.

COUNT VIII

(On behalf of the Alabama Class) Breach of Express Warranty Ala. Code §§ 7-2-313 and 7-2A-210

- 378. Plaintiff Franklin ("Plaintiff," for purpose of the Alabama Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 379. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).
- 380. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 381. In its Comprehensive Warranty, Toyota expressly warranted that it would repair defects in materials and workmanship in the Class Vehicles free of charge if those defects became apparent during the warranty period.

- 382. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 383. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiff and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 384. Toyota breached its express warranty to repair defects within the Class Vehicles. Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 385. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly 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 pretenses.
- 386. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff 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.
- 387. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 388. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding

door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

- 389. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.
- 390. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 them whole.
- 391. As a direct and proximate result of Toyota's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT IX

(On behalf of the Alabama Class)
Breach of Implied Warranty of Merchantability
Ala. Code §§ 7-2-314 and 7-2A-212

392. Plaintiff Franklin ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.

- 393. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).
- 394. Toyota is and was at all relevant times a "merchant" with respect to motor vehicles under Ala. Code §§ 7-2-104 and 7-2A-103.
- 395. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.
- 396. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 397. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 398. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 399. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT X

(On behalf of the Alabama Class) Fraudulent Omission

- 400. Plaintiff Franklin ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 401. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).
- 402. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.
- 403. Having been aware of the sliding door defect, and having known that Plaintiff and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 404. Toyota did not disclose the sliding door defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.
- 405. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 406. In purchasing or leasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 407. Had Plaintiff and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

- 408. Through its omissions regarding thesliding door defect, Toyota intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 409. As a direct and proximate result of Toyota's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT XI

(On behalf of the Alabama Class) Unjust Enrichment

- 410. Plaintiff Franklin ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 411. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).
- 412. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.
- 413. Toyota has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.
 - 414. It is inequitable and unconscionable for Toyota to retain these benefits.
- 415. Because Toyota concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.

- 416. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 417. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims Brought on Behalf of the California Class:

COUNT XXII

(On behalf of the California Class) Violation of the California Consumer Legal Remedies Act Cal. Civ. Code. §§ 1750, et seq.

- 418. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 419. Plaintiffs brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).
- 420. Plaintiffs and the other Class members were deceived by Toyota's failure to disclose that the Class Vehicles share a common design defect in that they suffer from the sliding door defect.
- 421. Toyota engaged in unfair or deceptive acts or practices when, in the course of its business, it knowingly omitted material facts as to the characteristics and qualities of the Class Vehicles.
- 422. Toyota failed to disclose material information concerning the Class Vehicles that it had a duty to disclose. Toyota had a duty to disclose the sliding door defect because, as detailed above: (a) Toyota knew about the sliding door defect, (b) Toyota had exclusive knowledge regarding the sliding door defect not known to the general public, Plaintiff, or the

other Class members; and (c) Toyota actively concealed material facts concerning the sliding door defect from the general public, Plaintiffs, and the other Class members. As detailed above, the information concerning the defect was known to Toyota at the time of advertising and selling the Class Vehicles, all of which was intended to induce consumers to purchase the Class Vehicles.

- 423. Toyota intended for Plaintiffs and the other Class members to rely on it to provide adequately designed and adequately manufactured automobiles, and to honestly and accurately reveal the problems described throughout this Complaint.
- 424. Toyota intentionally failed or refused to disclose the sliding door defect to consumers.
- 425. Toyota's deceptive omissions were intended to induce Plaintiffs and the other Class members to believe that the Class Vehicles were adequately designed and manufactured.
- 426. Toyota's conduct constitutes unfair acts or practices as defined by the California Consumer Legal Remedies Act (the "Act," for purposes of this Count).
- 427. Plaintiffs and the other Class members have suffered injury in fact and actual damages resulting from Toyota's material omissions because they paid inflated purchase prices for the Class Vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, punitive damages, costs and attorneys' fees, and all other relief that the Court deems proper under California Civil Code § 1780.
- 428. In accordance with California Civil Code Section 1782, Plaintiffs' counsel sent a certified letter to Toyota on January 15, 2018, notifying Toyota of its § 1770 violations.

 Pursuant to § 1782 of the Act, Toyota is hereby on notice of its particular § 1770 violations and

Plaintiffs' demands that Toyota rectify the problems associated with the defect detailed above, and give notice to all affected consumers of Toyota's intent to so act.

- 429. If Toyota fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782 of the Act, Plaintiffs will amend this complaint to add claims for actual, punitive, and statutory damages; restitution; and disgorgement under the CLRA as appropriate under California Civil Code § 1780, pursuant to California Civil Code § 1782(d).
- 430. Pursuant to California Civil Code § 1780(d), attached hereto as Exhibits F-H are affidavits showing that this action has been commenced in the proper forum.

COUNT XIII

(On behalf of the California Class) Violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty Cal. Civ. Code §§ 1790, et seq.

- 431. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 432. Plaintiffs brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).
- 433. Plaintiffs and the other Class members are "buyers" within the meaning of Cal. Civ. Code. § 1791.
- 434. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code \$ 1791.
- 435. Toyota is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791.

- 436. Plaintiffs and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 437. Toyota made an express warranty to Plaintiffs and the other Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, as described above.
- 438. The Class Vehicles share a common design defect, in that they suffer from the sliding door defect.
- 439. The Class Vehicles are covered by Toyota's express warranty. The sliding door defect described herein substantially impairs the use, value, and safety of the Class Vehicles to reasonable consumers, including Plaintiffs and the other Class members.
- 440. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 441. Toyota has had the opportunity to cure the defect in the Class Vehicles, but it has chosen not to do so. Giving Toyota a chance to cure the defect is not practicable in this case and would serve only to delay this litigation, and is thus unnecessary.
- 442. As a result of Toyota's breach of its express warranty, Plaintiffs and the other Class members received goods with substantially impaired value. Plaintiffs and the other Class members have been damaged as a result of the diminished value of the Class Vehicles resulting from the sliding door defect.

- 443. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiffs and the other Class members are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their vehicles, or the overpayment or diminution in value of their Class Vehicles.
- 444. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and the other Class members are entitled to costs and attorneys' fees.

COUNT XIV

(On behalf of the California Class)
Violation of the Song-Beverly Consumer
Warranty Act for Breach of Implied Warranty
Cal. Civ. Code §§ 1790, et seq.

- 445. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 446. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).
- 447. Plaintiffs and the other Class members who purchased their Class Vehicles in California are "buyers" within the meaning of Cal. Civ. Code. § 1791.
- 448. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code \$ 1791.
- 449. Toyota is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791.
- 450. Toyota impliedly warranted to Plaintiffs and the other members of the Class that the Class Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

- 451. Cal. Civ. Code § 1791.1(a) states that: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:
 - (1) Pass without objection in the trade under the contract description;
 - (2) Are fit for the ordinary purposes for which such goods are used;
 - (3) Are adequately contained, packaged, and labeled;
 - (4) Conform to the promises or affirmations of fact made on the container or label.
- 452. The Class Vehicles would not pass without objection in the automotive trade because they share a common design defect in that they suffer from the sliding door defect
- 453. Because of the sliding door defect, the Class Vehicles are not fit for their ordinary purposes.
- 454. The Class Vehicles were not adequately labeled because the labeling failed to disclose the defects described herein.
- 455. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 456. Toyota has had the opportunity to cure the defect in the Class Vehicles, but it has chosen not to do so. Giving Toyota a chance to cure the defect is not practicable in this case and would serve only to delay this litigation, and is thus unnecessary.

- 457. As a result of Toyota's breach of its implied warranty, Plaintiffs and the other Class members received goods with substantially impaired value. Plaintiffs and the other Class members have been damaged as a result of the diminished value of the Class Vehicles.
- 458. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiffs and the other Class members are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.
- 459. Under Cal. Civ. Code § 1794, Plaintiffs and the other Class members are entitled to costs and attorneys' fees.

COUNT XV

(On behalf of the California Class) Fraudulent Omission

- 460. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-291 if fully set forth herein.
- 461. Plaintiffs brings this Count individually and on behalf of the other members of the California Class ("Class," for purposes of this Count).
- 462. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.
- 463. Having been aware of the sliding door defect, and having known that Plaintiffs and the other members of the Class could not have reasonably been expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 464. Toyota did not disclose the sliding door defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.

- 465. For the reasons set forth above, the sliding door defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.
- 466. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 467. Had Plaintiffs and the other members of the Class known of sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.
- 468. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 469. As a direct and proximate result of Toyota's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT XVI

(On behalf of the California Class) Unjust Enrichment

470. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.

- 471. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).
- 472. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.
- 473. Toyota has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.
 - 474. It is inequitable and unconscionable for Toyota to retain these benefits.
- 475. Because Toyota concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.
 - 476. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 477. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

COUNT XVII

(On behalf of the California Class) Violation of the California Unfair Competition Law Cal. Bus. & Prof. Code §§ 17200, et seq.

- 478. Plaintiffs Alvarez, Eason, and Sowers ("Plaintiffs," for purposes of the California Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 479. Plaintiffs bring this Count individually and on behalf of the other members of the California Class ("Class," for purposes of this Count).

- 480. California Business and Professions Code § 17200 prohibits any "unlawful, unfair, or fraudulent business acts or practices."
- 481. Toyota's conduct violated multiple statutes and the common law, as alleged herein.
- 482. Toyota has violated § 17200 by knowingly selling Class Vehicles that include the sliding door defect and omitting mention of this defect to consumers.
- 483. Toyota's conduct was unscrupulous, offended established public policy, and was fraudulent.
- 484. The harm caused by Toyota's conduct greatly outweighs any benefit to consumers.
- 485. Plaintiffs relied on the omissions of Toyota with respect to the quality and reliability of the Class Vehicles. Plaintiffs and the other Class members would not have purchased or leased their Class Vehicles, and/or paid as much for them, but for Toyota's omissions.
- 486. Toyota concealed and failed to disclose material information about the Class Vehicles in a manner that is likely to, and in fact did, deceive consumers and the public.
- 487. All of the wrongful conduct alleged herein occurred in the conduct of Toyota's business.
- 488. Plaintiffs, individually and on behalf of the other Class members, requests that this Court restore to Plaintiffs and the other Class members any money acquired by unfair competition, including restitution and/or restitutionary disgorgement.

Claims Brought on Behalf of the Florida Class:

COUNT XVIII

(On Behalf of the Florida Class) Violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq

- 489. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
- 490. In the event this Court declines to proceed with a Multi-State Consumer Protection Class and award the relief sought in Count I, Plaintiff Lopez pleads this Count X on behalf of the Florida Class.
 - 491. Plaintiff Lopez brings this claim individually and on behalf of the Florida Class.
- 492. This cause of action is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq. ("FDUTPA"), whose purpose is to "protect the consuming public ... from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.202(2).
- 493. Pursuant to the FDUTPA, "a person who has suffered a loss as a result of a violation of this part may recover actual damages, plus attorney's fees and Court costs." Fla. Stat § 501.211(2).
- 494. Plaintiff Lopez is a consumer as defined by Fla. Stat. § 501.203. Plaintiff Lopez and each member of the Florida Class purchased one or more Class Vehicles.
 - 495. Toyota is engaged in trade or commerce within the meaning of FDUTPA.
- 496. Fla. Stat. § 501.204(1) declares unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ..."

- 497. Toyota has violated FDUTPA by engaging in the unfair and deceptive acts and practices as described herein, which included carrying out an advertising and marketing campaign, directed at Plaintiff and the Florida Class, conveying the message that the Class Vehicles were safe and reliable and omitted material information about the Defective Doors, despite the fact that Toyota knew or should have known that the Class Vehicles were neither safe nor reliable because they were equipped with the Defective Doors.
- 498. As a result of Toyota's unfair and deceptive acts and practices, and unlawful conduct, Plaintiff Lopez and other members of the Florida Class have in fact been harmed. If Toyota had disclosed the information discussed above about the Defective Doors, Plaintiff Lopez and the Florida Class either would have paid less for the Class Vehicles or would not have purchased or leased them at all.
- 499. The damages suffered by Plaintiff Lopez and the Florida Class were directly and proximately caused by the unfair and deceptive acts and practices of Toyota.
- 500. Because Toyota fraudulently concealed the Defective Doors in Class Vehicles, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Toyota's conduct, they are now worth significantly less than they otherwise would be.
- 501. Pursuant to Fla. Stat. § 501.211(1), Plaintiff Lopez and the Florida Class seek a declaratory judgment and a court order enjoining the above-described wrongful acts and practices of Toyota.
- 502. Additionally, pursuant to Fla. Stat. § 501.211(2) and pursuant to Fla. Stat. § 501.2105, Plaintiff Lopez and the Florida Class make claims for damages, attorneys' fees and costs and all other relief, including but not limited to equitable relief, available under FDUTPA.

COUNT XIX

(On Behalf of the Florida Class) Breach of Express Warranty

- 503. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
 - 504. Plaintiff Lopez brings this claim individually and on behalf of the Florida Class.
- 505. Plaintiff Lopez, and each member of the Florida Class, formed a contract with Toyota at the time they purchased or leased their Class Vehicles. The terms of that contract include the promises and affirmations of fact made by Toyota through marketing and advertising, as described above.
- 506. Plaintiff Lopez and members of the Florida Class are among those intended to be ultimate consumers of the Class Vehicles.
- 507. Among other things, through its advertising and marketing Toyota consistently represents that the Class Vehicles are "safe," "reliable" family vehicles, with dual power sliding doors that would make loading and unloading passengers easy. These representations constitute express warranties. They were relied upon by Class members as part of the basis of their bargain and are part of the contract between Toyota and each member of the Florida Class.
- 508. Toyota has breached its express warranties as to the Class Vehicles' quality because the Class Vehicles do not conform to Toyota's affirmations and promises in its advertising and marketing documents described above. At the time that Toyota warranted Class Vehicles, it knew that they did not conform to the warranties. Nonetheless, it sold the Class Vehicles for more than six years without developing with a fix.
- 509. In addition to the warranties in Toyota's marketing and advertising, Toyota and members of the Florida Class have entered into certain written repair warranties. The basic

warranty "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota," and lasts for 36 months or 36,000 miles. This warranty, by its terms, provides that "[w]arranty coverage is automatically transferred at no cost to subsequent vehicle owners." Therefore, Toyota is and at all times has been required to repair defects in the power sliding doors of the Class Vehicles.

- 510. Toyota breached its express written repair warranties because despite knowing about the Defective Doors throughout the time it sold the Class Vehicles it at no time provided repairs in a timely manner or repairs that have been demonstrated to be effective. Even after issuing the Safety Recall Notice in December 2016, it not timely provide repairs. Instead, Toyota suggested that Class Vehicle owners disable the power feature on their sliding doors. In fact, Toyota has not fixed all of the problems with the Defective Doors on a widespread basis and in a manner that has been proven to be effective.
- 511. Moreover, even if Toyota were to have a demonstrably long-term successful repair for all of the problems with the Defective Doors in the Class Vehicles, any such repair will not make the members of the Classes, because, among other things, the Defective Doors and the Safety Recall has decreased the intrinsic and resale value of the Class Vehicles.
- 512. Because the contractual remedy in the repair warranty therein is insufficient to make the Plaintiff Lopez and the other Florida Class members whole, including because Toyota is not offering recall repairs for all of the problems with the Defective Doors, that repair warranty fails in its essential purpose. Thus, the limited repair warranty does not restrict the recovery available to Plaintiff Lopez and other Florida Class members.
- 513. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles,

including the members of the Florida Class, demonstrating that it knew the identities of consumers against whom it breached its implied warranties. Toyota's actual knowledge of its breaches of its implied warranties is also evidenced by a host of warranty claims, consistent consumer complaints and reports from Toyota's own dealers and field technicians.

- 514. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth, offer repairs, or stop manufacturing Defective Doors in a timely manner, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiffs to provide Toyota further opportunity to cure its breach.
- 515. For the same reasons, no informal dispute resolution mechanism could provide an adequate remedy to Plaintiff Lopez and other members of the Florida Class. As such, any requirement of participation in such an informal mechanism should be excused and thus considered satisfied.
- 516. As a direct and proximate result of Toyota's breach of its express warranties, Plaintiff Lopez and the Florida Class members have been damaged in an amount to be determined at trial.

COUNT XX

(On Behalf of the Florida Class) Breach of Implied Warranty

- 517. Plaintiffs repeats and realleges paragraphs 1 through 291 as if fully set forth herein.
 - 518. Plaintiff Lopez brings this claim individually and on behalf of the Florida Class.
- 519. Florida has codified and adopted the provisions of the Uniform Commercial Code governing the implied warranty of merchantability. Fla. Stat. §§ 672.314, 672.315.

- 520. Fla. Stat. § 672.314 provides that, unless excluded or modified, a warranty that the good shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.
- 521. Fla. Stat. § 672.315 provides that, unless excluded, a warranty of fitness for a particular purpose was implied by law in the Class Vehicle transactions, because the seller had reason to know of particular purposes for which the goods are required (in this case, safety, family use, and ease of loading and unloading) and that the buyer was relying on the seller's skill or judgment to select or furnish suitable goods.
- 522. The Class Vehicles are "goods" as defined in Florida's commercial codes governing the implied warranty of merchantability. Fla. Stat. § 672.105.
- 523. As designers, manufacturers, producers, marketers, labelers and sellers of Toyota's Class Vehicles, Toyota is a "merchant" within the meaning of Florida's commercial code. Fla. Stat. § 672.104.
- 524. By placing the Class Vehicles in the stream of commerce, Toyota impliedly warranted that the vehicles are reasonably safe, and that all claims in its advertising of the Class Vehicles were true, including that the Vehicles are safe and reliable.
- 525. As a merchant, Toyota knew that consumers, including Plaintiff Lopez and the other Florida Class members, relied upon them to design, label, and sell products that were reasonably safe and not deceptively marketed, and in fact members of the public, including Plaintiff Lopez and the Florida Class, reasonably relied upon the skill and judgment of Toyota and upon said implied warranties in purchasing the Class Vehicles.
- 526. Plaintiff Lopez and the other Florida Class members purchased or leased Toyota's Class Vehicles for their intended purpose.

- 527. The Class Vehicles and/or the Defective Doors, when sold and at all times thereafter were not merchantable and are not fit for the ordinary purpose for which cars and doors are used. They are also not fit for the specific purposes for which Toyota sold them to Class members and for which Class members purchased them.
- 528. The Class Vehicles were defective when Toyota delivered the Class Vehicles to its agents, the dealerships which sold the Class Vehicles, and the Class Vehicles were therefore still defective when sold to Plaintiff Lopez and the Florida Class.
- 529. Plaintiff Lopez and the Florida Class suffered ascertainable loss directly and proximately caused by Toyota's misrepresentations and failure to disclose material information. Had they been aware of the Defective Doors, Plaintiff Lopez and the Florida Class either would have paid less for its vehicles or would not have purchased or leased them at all. Plaintiff Lopez and the Florida Class did not receive the benefit of its bargain as a result of Toyota's misconduct.
- 530. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles, including the members of the Florida Class, demonstrating that it knew the identities of consumers against whom it breached its warranties. Toyota's actual knowledge of its breaches of its implied warranties is also evidenced by a host of warranty claims, consistent consumer complaints and reports from Toyota's own dealers and field technicians.
- 531. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth in a timely manner, offer repairs, or stop manufacturing or selling the Defective Doors, and instead

continued to issue false warranties. It is thus not required, and would be futile, for Plaintiff Lopez to provide Toyota further opportunity to cure its breach.

532. As a direct and proximate result of Toyota's breach of implied warranty, Plaintiff Lopez and the Florida Class have been damaged in an amount to be determined at trial.

COUNT XXI

(On Behalf of the Florida Class) Unjust Enrichment

- 533. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
- 534. This claim is brought in the alternative to Plaintiff Lopez's and the Florida Class's warranty claims.
 - 535. Plaintiff Lopez brings this claim individually and on behalf of the Florida Class.
- 536. As a result of Toyota's fraudulent and misleading labeling, advertising, marketing and sales of the Class Vehicles, Toyota was unjustly enriched at the expense of Plaintiff Lopez and the Florida Class.
- 537. Plaintiff Lopez and the Florida Class conferred a benefit on Toyota by purchasing the Class Vehicles.
- 538. Toyota has been unjustly enriched in retaining the revenues derived from Plaintiff Lopez's and the Florida Class members' purchases of the Class Vehicles, which retention of such revenues under these circumstances is unjust and inequitable because Toyota misrepresented, through advertising and marketing, that the Class Vehicles were "safe" and reliable automobiles when in reality the Class Vehicles were equipped with the Defective

Doors, which are prone to opening and closing independently, including while the vehicle is in motion, thereby rendering the Class Vehicles inherently unsafe and unreliable.

- 539. It would be against equity and good conscience to permit Toyota to retain the ill-gotten benefits it received from Plaintiff Lopez and the Florida Class in light of the fact that the Class Vehicles were not safe and reliable as Toyota purported them to be.
- 540. Thus, it would be unjust and inequitable for Toyota to retain the benefit without restitution to Plaintiff Lopez and the Florida Class of all monies paid to Toyota for the Class Vehicles.
- 541. Because Toyota's retention of the non-gratuitous benefit conferred on it by Plaintiff Lopez and the Florida Class is unjust and inequitable, Toyota must pay restitution to Plaintiff Lopez and the Florida Class for its unjust enrichment, as ordered by the Court.

Claims Brought on Behalf of the Illinois Class:

COUNT XXII

(On behalf of the Illinois Class)
Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act
815 Ill. Comp. Stat. 505/1, et seq.

- 542. Plaintiff Amrani ("Plaintiff," for the purposes of the Illinois Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 543. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).
- 544. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2, states that, "[u]nfair methods of competition and unfair or deceptive acts or

- practices . . . are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby."
- 545. By the conduct described in detail above and incorporated herein, Toyota engaged in unfair or deceptive acts in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.
- 546. Toyota's omissions regarding the sliding door defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.
- 547. Toyota intended for Plaintiff and the other Class members to rely on Toyota's omissions regarding the sliding door defect.
- 548. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Toyota's omissions of fact concerning the above-described sliding door defect that results in a failure of the doors to properly open and close, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.
- 549. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.
- 550. Toyota's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other class members.
- 551. In addition to being deceptive, the business practices of Toyota were unfair because Toyota knowingly sold Plaintiff and the other Class members Class Vehicles with defective Sliding Doors that are essentially unusable for the purposes for which they were sold.

The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Toyota's exclusive knowledge of the sliding door defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

552. As a direct and proximate result of Toyota's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the sliding door defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under 815 Ill. Comp. Stat. 505/1, et seq.

COUNT XXIII

(On behalf of the Illinois Class) Breach of Express Warranty 810 Ill. Comp. Stat. 5/2-313 and 5/2A-210

- 553. Plaintiff Amrani ("Plaintiff," for purpose of the Illinois Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 554. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).
- 555. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.

- 556. In its Comprehensive Warranty, Toyota expressly warranted that it would repair or replace defects in the Class Vehicles free of charge.
- 557. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 558. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiff and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 559. Toyota breached its express warranty to repair defects within the Class Vehicles. Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 560. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly 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 pretenses.
- 561. Rather than take any measures to cure its warranty breaches to Plaintiff and the other Class members, Toyota merely issued an interim notice to Class Vehicle owners, suggesting that they "disable the power sliding door system[.]"
- 562. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff 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.

- 563. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 564. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.
- 566. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 them whole.

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

COUNT XXIV

(On behalf of the Illinois Class) Fraudulent Omission

- 568. Plaintiff Amrani ("Plaintiff," for purposes of the Illinois Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 569. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).
- 570. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.
- 571. Having been aware of the sliding door defect, and having known that Plaintiff and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 572. Toyota did not disclose the sliding door defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.
- 573. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 574. In purchasing or leasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.

- 575. Had Plaintiff and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.
- 576. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 577. As a direct and proximate result of Toyota's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT XXV

(On behalf of the Illinois Class) Unjust Enrichment

- 578. Plaintiff Amrani ("Plaintiff," for purposes of the Illinois Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 579. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).
- 580. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.
- 581. Toyota has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.
 - 582. It is inequitable and unconscionable for Toyota to retain these benefits.

- 583. Because Toyota concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.
 - 584. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 585. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims Brought on Behalf of the Indiana Class:

COUNT XXVI

(On Behalf of the Indiana Class) Violations of Indiana Code § 24-5-0.5 et seq., The Indiana Deceptive Consumer Sales Act

- 586. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 587. Plaintiff Kaiser brings this claim individually and on behalf of the members of the Indiana Class.
- 588. Plaintiff Kaiser and the Indiana Class members' purchases of the Class Vehicles are "consumer transactions" within the meaning of Indiana's Deceptive Consumer Sales Act ("Indiana DCSA"), Ind. Code § 24-5-0.5, et seq. at § 24-5-0.5-2(a)(1).
- 589. Each Toyota Defendant is a "person" within the meaning of Ind. Code § 24-5-0.5-2(2) and "supplier" within the meaning of Ind. Code § 24-5-0.5-2(a)(3).
- 590. The Indiana DCSA prohibits a person from engaging in a "deceptive trade practice," which includes representing:
 - (1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or

benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have;

- (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not; § 24-5-0.5-3(a), (b)(1), (2).
- 591. It also provides that: "[a]ny representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation thereon or therein, or who authored such materials, and such suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false." § 24-5-0.5-3 (c)
- 592. Toyota engaged in misleading, false, or deceptive acts that violated the Indiana DCSA by failing to disclose and knowingly concealing the dangers and risks posed by the Defective Doors in the Class Vehicles. Toyota also engaged in unlawful trade practices by: (1) representing that the Class Vehicles and/or the Defective Doors have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard and quality when they are not; (3) advertising the Class Vehicles with the intent not to sell or lease them as advertised; and (4) otherwise engaging in conduct likely to deceive.
- 593. Toyota's actions as set forth below and above occurred in the conduct of trade or commerce.
- 594. In the course of its business, Toyota failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Doors as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Toyota also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud,

misrepresentations, or concealment, suppression or omission, in connection with the sale of the Class Vehicles.

- 595. In the course of Toyota's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the Defective Doors. Toyota compounded the deception by repeatedly asserting that the Class Vehicles were safe, reliable, and of high quality.
- 596. Toyota's unfair or deceptive acts or practices, including these misrepresentations, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to and did in fact deceive reasonable consumers, including Plaintiff Kaiser and the other members of the Indiana Class, about the true safety, reliability, and value of the Class Vehicles.
- 597. Toyota knew or should have known of the deceptiveness of its conduct that violated the Indiana DCSA.
- 598. To protect its profits, Toyota concealed the dangers and risks posed by the Defective Doors in the Class Vehicles, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed them to continue driving dangerous vehicles.
- 599. Toyota owed Plaintiff Kaiser and the Indiana Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Doors because Toyota possessed exclusive knowledge of the dangers and risks posed by the foregoing and intentionally concealed the foregoing from Plaintiff Kaiser and the Indiana Class.
- 600. Because Toyota fraudulently concealed the Defective Doors in Class Vehicles, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class

Vehicles by Toyota's conduct, they are now worth significantly less than they otherwise would be.

- 601. Toyota's failure to disclose and active concealment of the dangers and risks posed by the Defective Doors in the Class Vehicles were material to reasonable consumers, including Plaintiff Kaiser and the Indiana Class.
- 602. Plaintiff Kaiser and the Indiana Class suffered ascertainable loss caused by Toyota's misrepresentations and their failure to disclose material information. Had they been aware of the Defective Doors, Plaintiff Kaiser and the Indiana Class either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiff Kaiser and the Indiana Class did not receive the benefit of their bargain as a result of Toyota's misconduct.
- 603. Toyota's violations present a continuing risk to Plaintiff Kaiser and the Indiana Class. Toyota's unlawful acts and practices complained of herein affect the public interest. Toyota's actions constitute an "incurable deceptive act" within the meaning of Ind. Code § 24-5-0.5-2(a)(8) insofar as they are "deceptive act[s] done by a supplier as part of a scheme, artifice, or device with intent to defraud or mislead."
- 604. As a direct and proximate result of Toyota's violations of the Indiana DCSA, Plaintiff Kaiser and the Indiana Class have suffered injury-in-fact and/or actual damage.
- 605. Pursuant to Ind. Code § 24-5-0.5-4, Plaintiff Kaiser and the Indiana Class seek monetary relief against Toyota measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$500 for Plaintiff Kaiser and each Indiana Class member, including treble damages up to \$1,000 for Toyota's willfully deceptive acts. Plaintiff Kaiser and the Indiana Class are entitled to damages, together with interest, costs,

and attorneys' fees pursuant to Ind. Code § 24-5-0.5-4(a)(1) and (2), and all other relief available under the Indiana DCSA.

606. Plaintiff Kaiser and the Indiana Class also seek punitive damages based on the outrageousness and recklessness of Toyota's conduct and Toyota's high net worth.

COUNT XXVII

(On Behalf of the Indiana Class) Breach of Express Warranty

- 607. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 608. Plaintiff Kaiser brings this claim individually and on behalf of the members of the Indiana Class.
- 609. Plaintiff Kaiser, and each member of the Indiana Class formed a contract with Toyota at the time they purchased or leased their Class Vehicles. The terms of that contract include the promises and affirmations of fact made by Toyota through marketing and advertising, as described above.
- 610. Among other things, through its advertising and marketing, Toyota consistently represents that the Class Vehicles are "safe," "reliable" family vehicles, with dual power sliding doors that would make loading and unloading passengers easy. These representations constitute express warranties. They were relied upon by Class members as part of the basis of their bargain and are part of the contract between Toyota and each member of the Indiana Class.
- 611. Toyota has breached its express warranties as to the Class Vehicles' quality because the Class Vehicles do not conform to Toyota's affirmations and promises in its advertising and marketing documents described above. At the time that Toyota warranted Class Vehicles, it knew that they did not conform to the warranties. Nonetheless, it sold the Class Vehicles for more than six years without coming up with a fix.

- 612. In addition to the warranties in Toyota's marketing and advertising, Toyota and members of the Indiana Class have entered into certain written repair warranties. The basic warranty "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota," and lasts for 36 months or 36,000 miles. This warranty, by its terms, provides that "[w]arranty coverage is automatically transferred at no cost to subsequent vehicle owners." Therefore, Toyota is and at all times has been required to repair defects in the power sliding doors of the Class Vehicles.
- 613. Toyota breached its express written repair warranties because despite knowing about the Defective Doors throughout the time it sold the Class Vehicles it at no time provided repairs in a timely manner or repairs that have been demonstrated to be effective. Even after issuing the Safety Recall Notice in December 2016, it did not timely provide repairs. Instead, Toyota suggested that Class Vehicle owners disable the power feature on their sliding doors. In fact, Toyota has not fixed all of the problems with the Defective Doors on a widespread basis and in a manner that has been proven to be effective.
- 614. Moreover, even if Toyota were to have a demonstrably long-term successful repair for all of the problems with the Defective Doors in the Class Vehicles, any such repair will not make the members of the Classes whole, because, among other things, the Defective Doors and the Safety Recall have decreased the intrinsic and resale value of the Class Vehicles.
- 615. Because the contractual remedy in the repair warranty is insufficient to make the Plaintiff and the other Indiana Class members whole, including because Toyota is not offering recall repairs for all of the problems with the Defective Doors, that repair warranty fails in its essential purpose. Thus, the limited repair warranty does not restrict the recovery available to Plaintiff and other Indiana Class members.

- 616. The Defective Doors in the Class Vehicles are of such a character that when used in their expected manner they are likely to be a source of danger to the driver, passenger, and/or other persons.
- 617. Plaintiff Kaiser and members of the Indiana Class are among those intended to be ultimate consumers of the Class Vehicles.
- 618. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles, including the members of the Indiana Class, demonstrating that it knew the identities of consumers against whom it breached its warranties. Toyota's actual knowledge of its breaches of its warranties to provide safe, reliable vehicles with power sliding doors is also evidenced by a host of warranty claims, consistent consumer complaints and reports from Toyota's own dealers and field technicians.
- 619. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth, offer repairs, or stop manufacturing Defective Doors, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiff to provide Toyota further opportunity to cure its breach.
- 620. For the same reasons, no informal dispute resolution mechanism could provide an adequate remedy to Plaintiff Kaiser and other members of the Indiana Class. As such, any requirement of participation in such an informal mechanism should be excused and thus considered satisfied.
- 621. As a direct and proximate result of Toyota's breach of its express warranty, Plaintiff Kaiser and the Indiana Class have suffered damages in an amount to be proven at trial.

COUNT XXVIII

Breach of Implied Warranty (On Behalf of the Indiana Class)

- 622. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 623. Plaintiff Kaiser brings this claim individually and on behalf of the members of the Indiana Class.
- 624. By placing the Class Vehicles in the stream of commerce, Toyota impliedly warranted that the vehicles are reasonably safe, and that all claims in its advertising of the Class Vehicles were true, including that the Class Vehicles are safe and reliable.
- 625. As a merchant, Toyota knew that consumers, including Plaintiff Kaiser and the Indiana Class, relied upon Toyota to design, label, and sell products that were reasonably safe and not deceptively marketed, and in fact members of the public, including Plaintiff Kaiser and the Indiana Class, reasonably relied upon the skill and judgment of Toyota and upon said implied warranties in purchasing the Class Vehicles.
- 626. The Class Vehicles were defective because they were equipped with the Defective Doors, which can open and/or close independently, and/or jam and/or fail to detect obstructions, such as human limbs, in the path of door closure, rendering the Class Vehicles unsafe.
- 627. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth in a timely manner, offer repairs, or stop manufacturing or selling the Defective Doors, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiff Kaiser to provide Toyota further opportunity to cure its breach.

- 628. Plaintiff Kaiser and members of the Indiana Class are among those intended to be ultimate consumers of the Class Vehicles.
- 629. The Defective Doors in the Class Vehicles are of such a character that when used in their expected manner they are likely to be a source of danger to the driver, passengers and/or others.
- 630. The Class Vehicles and/or the Defective Doors, when sold and at all times thereafter were not merchantable and are not fit for the ordinary purpose for which cars and doors are used. Specifically, they are inherently defective and dangerous in that the Defective Doors can independently open, including while the car is in motion, and can independently close or jam, or fail to detect obstructions, such as human limbs, in the path of door closure.
- 631. The Class Vehicles and/or the Defective Doors are also not fit for the specific purposes for which Toyota sold them to Class members and for which Class members purchased them. They were not safe, reliable family vehicles with power sliding doors that made loading and unloading easy.
- 632. The Defective Doors in the Class Vehicles were defective when Toyota delivered the Class Vehicles to its agents, the dealerships which sold the Class Vehicles, and the Defective Doors were therefore still defective when the Class Vehicles were sold to Plaintiff Kaiser and the Indiana Class.
- 633. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles, including the members of the Indiana Class, demonstrating that it knew the identities of consumers against whom it breached its warranties. Toyota's actual knowledge of its breaches of its warranties to provide safe, reliable vehicles with power sliding doors is also evidenced by

a host of consistent consumer complaints and reports from Toyota's own dealers and field technicians.

- 634. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its implied warranties were false, and yet it did not disclose the truth, offer repairs, or stop manufacturing Defective Doors in a timely manner, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiffs to provide Toyota further opportunity to cure its breach.
- 635. As a direct and proximate result of Toyota's breach of its implied warranty, Plaintiff Kaiser and the Indiana Class members are entitled to damages in an amount to be determined at trial.

COUNT XXIX

(On Behalf of the Indiana Class) Unjust Enrichment

- 636. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
- 637. This claim is brought in the alternative to Plaintiff Kaiser's and the Indiana Class's warranty claims.
- 638. Plaintiff Kaiser brings this claim individually and on behalf of the members of the Indiana Class.
- 639. As a result of Toyota's fraudulent and misleading labeling, advertising, marketing and sales of the Class Vehicles, Toyota was unjustly enriched in a measurable amount at the expense of Plaintiff Kaiser and the Indiana Class.
- 640. Plaintiff Kaiser and the Indiana Class conferred a benefit on Toyota by purchasing the Class Vehicles.

- 641. Toyota has been unjustly enriched in retaining the revenues derived from Plaintiff Kaiser's and the Indiana Class members' purchases of the Class Vehicles, which retention of such revenues under these circumstances is unjust and inequitable because Toyota misrepresented, through advertising and marketing, that the Class Vehicles were "safe" and reliable automobiles when in reality the Class Vehicles were equipped with the Defective Doors, which are prone to opening and closing independently, including while the vehicle is in motion, thereby rendering the Class Vehicles inherently unsafe and unreliable.
- 642. It would be against equity and good conscience to permit Toyota to retain the ill-gotten benefits it received from Plaintiff Kaiser and the Indiana Class in light of the fact that the Class Vehicles were not safe and reliable as Toyota purported them to be.
- 643. Thus, it would be unjust and inequitable for Toyota to retain the benefit without restitution to Plaintiff Kaiser and the Indiana Class of all monies paid to Toyota for the Class Vehicles.
- 644. Because Toyota's retention of the non-gratuitous benefit conferred on it by Plaintiff Kaiser and the Indiana Class is unjust and inequitable, Toyota must pay restitution to Plaintiff Kaiser and the Indiana Class for its unjust enrichment, as ordered by the Court.

Claims on Behalf of the Kentucky Class:

COUNT XXX

(On behalf of the Kentucky Class)
Violations of the Kentucky Consumer Protection Act
Ky. Rev. Stat. Ann. §§ 367.110, et seq.

645. Plaintiffs Gillespie and Stalker ("Plaintiffs," for purposes of the Kentucky Class's claims) repeat and reallege paragraphs 1-291 as if fully set forth herein.

- 646. Plaintiffs bring this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).
- 647. The Kentucky Unfair Trade Practices Act states that "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce" are unlawful. Ky. Rev. Stat. Ann. § 367.170(1).
- 648. By the conduct described in detail above and incorporated herein, Toyota engaged in unfair or deceptive acts in violation of Ky. Rev. Stat. Ann. § 367.170.
- 649. Toyota's omissions regarding the sliding door defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.
- 650. Toyota intended for Plaintiffs and the other Class members to rely on Toyota's omissions regarding the sliding door defect.
- 651. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon Toyota's omissions of fact concerning the above-described sliding door defect that results in a failure of the doors to properly open and close, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.
- 652. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiffs and the other Class members, Plaintiffs and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.
- 653. Toyota's omissions have deceived Plaintiffs, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

- 654. In addition to being deceptive, the business practices of Toyota were unfair because Toyota knowingly sold Plaintiffs and the other Class members Class Vehicles with defective Sliding Doors that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiffs and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiffs and the other Class members or to competition under all of the circumstances. Moreover, in light of Toyota's exclusive knowledge of the sliding door defect, the injury is not one that Plaintiffs or the other Class members could have reasonably avoided.
- 655. As a direct and proximate result of Toyota's unfair and deceptive trade practices, Plaintiffs and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the sliding door defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ky. Rev. Stat. Ann. §§ 367.110, et seq.

COUNT XXXI

(On behalf of the Kentucky Class)
Breach of Express Warranty
Ky. Rev. Stat. Ann. §§ 355.2-313 and 355.2A-210

- 656. Plaintiffs Gillespie and Stalker ("Plaintiffs," for purpose of the Kentucky Class's claims) repeat and reallege paragraphs 1-291 as if fully set forth herein.
- 657. Plaintiffs bring this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).

- 658. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 659. In its Comprehensive Warranty, Toyota expressly warranted that it would repair or replace defects in the Class Vehicles free of charge.
- 660. Plaintiffs and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 661. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiffs and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 662. Toyota breached its express warranty to repair defects within the Class Vehicles. Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 663. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly concealed material facts regarding its Class Vehicles. Plaintiffs and the other Class members were therefore induced to purchase or lease the Class Vehicles under false pretenses.
- 664. Rather than take any measures to cure its warranty breaches to Plaintiffs and the other Class members, Toyota merely issued an interim notice to Class Vehicle owners, suggesting that they "disable the power sliding door system[.]"
- 665. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs 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.

- 666. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 667. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiffs and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.
- 669. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 Plaintiffs' and the other Class members' remedies would be insufficient to make them whole.

670. As a direct and proximate result of Toyota's breach of its express warranty, Plaintiffs and the other Class members have been damaged in an amount to be determined at trial.

COUNT XXXII

(On behalf of the Kentucky Class) Breach of Implied Warranty of Merchantability Ky. Rev. Stat. Ann. §§ 355.2-314 and 355.2A-212

- 671. Plaintiffs Gillespie and Stalker ("Plaintiffs," for purposes of the Kentucky Class's claims) repeat and reallege paragraphs 1-291 as if fully set forth herein.
- 672. Plaintiffs bring this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).
- 673. Toyota is and was at all relevant times a merchant with respect to motor vehicles under Ky. Rev. Stat. Ann. §§ 355.2-104 and 355.2A-103.
- 674. Pursuant to Ky. Rev. Stat. Ann. §§ 355.2-314 and 355.2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.
- 675. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 676. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified

Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

- 677. Plaintiffs and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 678. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT XXXIII

(On behalf of the Kentucky Class) Fraudulent Omission

- 679. Plaintiffs Gillespie and Stalker ("Plaintiffs," for purposes of the Kentucky Class's claims) repeat and reallege paragraphs 1-291 as if fully set forth herein.
- 680. Plaintiffs bring this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).
- 681. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.
- 682. Having been aware of the sliding door defect, and having known that Plaintiffs and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 683. Toyota did not disclose the sliding door defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.

- 684. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 685. In purchasing or leasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 686. Had Plaintiffs and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.
- 687. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 688. As a direct and proximate result of Toyota's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT XXXIV

(On behalf of the Kentucky Class) Unjust Enrichment

- 689. Plaintiffs Gillespie and Stalker ("Plaintiffs," for purposes of the Kentucky Class's claims) repeat and reallege paragraphs 1-291 as if fully set forth herein.
- 690. Plaintiffs bring this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).

- 691. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.
- 692. Toyota has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.
 - 693. It is inequitable and unconscionable for Toyota to retain these benefits.
- 694. Because Toyota concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.
 - 695. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 696. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims on Behalf of the Maine Class

COUNT XXXV

(On behalf of the Maine Class)
Violations of the Maine Unfair Trade Practices Act,
Me. Rev. Stat. Ann. Tit. 5 § 205-A, et seq.

- 697. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 698. Plaintiff Prendergast brings this Count individually and on behalf of the Maine Class.

- 699. Plaintiff Prendergast is a person who purchased or leased Class Vehicles primarily for personal, family, or household purposes within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 213(1).
- 700. Maine's Unfair Trade Practices Act ("MUTPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." Me. Rev. Stat. Ann. Tit. 5 § 207.
- 701. Toyota's actions as set forth above occurred in the conduct of trade or commerce within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 206(3).
- 702. In the course of its business, Toyota failed to disclose and actively concealed the dangers and risks posed by the Defective Doors and otherwise engaged in activities with a tendency or capacity to deceive, including marketing the Class Vehicles as safe.
- 703. By failing to disclose and by actively concealing the true quality and characteristics of Class Vehicles, by marketing Class Vehicles as safe and by presenting itself as a reputable company that valued consumer safety and the highest quality products, Toyota engaged in unfair and deceptive business practices in violation of MUTPA.
- 704. Toyota's misrepresentations as to and concealment of the true quality and characteristics of Class Vehicles were material to Plaintiff Prendergast and the Maine Class. Safety is a critical feature for many purchasers of automobiles, especially automobiles marketed towards families with young children. Moreover, vehicles with safe, reliable power sliding doors are worth more than vehicles with dangerous doors subject to design and/or manufacturing defects. Thus, Toyota's misrepresentations that the Class Vehicles were "safe," and omissions and misleading statements about the Defective Doors were material to reasonable consumers. Toyota's misrepresentations and omissions misled consumers acting reasonably.

- Toyota violated the Motor Vehicle Safety Act, 49 U.S.C. § 30101 *et seq.* (the "Safety Act"), by failing to promptly disclose the existence of the Defective Doors to NHTSA and to the owners, purchasers and dealers of Toyota Vehicles. *See* 49 U.S.C. § 30118(c). In addition, Toyota failed to notify NHTSA of the Defective Doors within 5 working days after it was determined to be related to motor vehicle safety, as required by the Transportation Recall Enhancement, Accountability, and Documentation ("TREAD") Act and its implementing regulations. *See* 49 CFR § 573.6(a) & (b).
- 706. Toyota' conduct, as described herein, caused substantial injury to consumers who unknowingly purchased and/or leased Class Vehicles with Defective Doors. In addition to the physical potential harm to consumers and their families, individuals who purchased and/or leased Class Vehicles did not receive the benefit of their bargain because they paid substantially more than they should have for the Class Vehicles, believing they were purchasing and/or leased safe family minivans with safe and reliable automatic doors.
- 707. Toyota' conduct is not outweighed by any countervailing benefits to consumers or competition. In fact, there are no countervailing benefits to consumers or competition resulting from Toyota' unfair and deceptive acts or practices. Consumers have paid a premium for safe, reliable power sliding doors that they have not actually received and, because Toyota is not actually providing the doors that it promises, it can produce its vehicles at lower cost than its competitors, thus unfairly distorting the competitive landscape of the family minivan market.
- 708. Since Plaintiff Prendergast and Maine Class members reasonably relied on Toyota's material representations and omissions described above and, unbeknownst to them,

serious injury can result from ordinary use of the Defective Doors on the Class Vehicles, Plaintiff and Class members could not have reasonably avoided such injury.

- 709. Toyota's acts and practices were also immoral, unfair, unscrupulous, oppressive and unethical, especially insofar as these acts and practices exploited the motivation of Plaintiff and the Maine Class to ensure the safety of themselves and their passengers, including their minor children, and then placed those children in physical danger.
- 710. Plaintiff Prendergast and the Maine Class suffered ascertainable loss caused by Toyota's misrepresentations and its concealment of and failure to disclose material information. But for Toyota's wrongdoing, Plaintiff Prendergast and class members who purchased and/or leased Class Vehicles either would have paid less for the Class Vehicles or would not have purchased and/or leased the Class Vehicles at all.
- 711. As a direct and proximate result of Toyota' violations of MUTPA, Plaintiff Prendergast and the Maine Class have suffered a loss of money and/or property and other harm covered by MUTPA.
- 712. On July 13, 2017, Plaintiff Prendergast provided Toyota with a written demand for relief pursuant to Me. Rev. Stat. Ann. Tit. 5 § 213(1-A). Toyota has not adequately responded to this letter. Because more than thirty days have passed since Plaintiff Prendergast issued his demand letter to Toyota, this action complies with the requirements of Me. Rev. Stat. Ann. Tit. 5 § 213.
- 713. Plaintiff Prendergast and the Maine Class are entitled to recover actual damages in an amount to be established at trial, restitution, and any other relief, including equitable relief available under Me. Rev. Stat. Ann. Tit. 5 § 213(1).

714. Furthermore, in accordance with Me. Rev. Stat. Ann. Tit. 5 § 213(2), Toyota is liable to the Plaintiff Prendergast for reasonable attorneys' fees and costs incurred in connection with this action.

COUNT XXXVI

(On behalf of the Maine Class) Breach of Express Warranty, 11 M.R.S. § 2-313

- 715. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 716. Plaintiff Prendergast brings this claim individually and on behalf of the members of the Maine Class.
 - 717. Under 11 M.R.S. § 2-313
 - (1) Express warranties by the seller are created as follows:
 - (a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.
 - (b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description. In the case of consumer goods sold by a merchant with respect to such goods, the description affirms that the goods are fit for the ordinary purposes for which such goods are used. ...
- 718. Toyota expressly warranted that the Class Vehicles were of high quality, were safe, and would work properly. It expressly warranted that the power sliding doors would make loading and unloading children and cargo and people easy. It also expressly warranted that it

would repair and/or replace defects in material and/or workmanship free of charge while the vehicle was within warranty.

- 719. Plaintiff Prendergast and members of the Maine Class relied on these express warranties when choosing to purchase or lease their Class Vehicles.
- 720. Toyota has breached these warranties because the Class Vehicles are not of high quality, are not safe, and do not work properly, insofar as the Vehicles are equipped with Defective Doors.
- 721. In addition, Toyota and members of the Maine Class have entered into certain written warranties. The basic warranty "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota," and lasts for 36 months or 36,000 miles. This warranty, by its terms, provides that "[w]arranty coverage is automatically transferred at no cost to subsequent vehicle owners." Toyota also offers extended warranties which consumers can purchase. Toyota is and at all times has been therefore required to repair defects in the power sliding doors on the Class Vehicles.
- 722. Toyota has breached this express warranty because it has failed to remedy the Defective Doors.
- 723. Plaintiff Prendergast and the Maine Class members relied on the warranties above, both about the condition of the Class Vehicles and the availability of repair, in making their decisions to purchase or lease the Class Vehicles. Plaintiff Prendergast and the Maine Class members have fulfilled all of their obligations under any contract with Toyota or have otherwise been excused from doing so by the breach herein.

- 724. As a direct and proximate result of Toyota's false and misleading representations and warranties, Plaintiff Prendergast and the Maine Class members suffered significant damages as described herein.
- 725. As the manufacturers, suppliers, and/or sellers of the Siennas, Toyota had actual knowledge of the Defective Doors and the breach of warranties. It issued the Safety Recall concerning the Defective Doors, acknowledging they were unsafe, and it knew it had made warranties to the contrary. It sent the Safety Recall Notice directly to Plaintiff Prendergast and the Maine Class members, demonstrating that it knows there are people against whom its warranties have been breached. It also had actual knowledge of the Defective Doors and its breaches of warranties due to a host of consistent consumer complaints and reports from its own dealers and field technicians.
- 726. For the same reasons, no informal dispute resolution mechanism could provide an adequate remedy to Plaintiff Prendergast and other members of the Maine Class. As such, any requirement of participation in such an informal mechanism should be excused and thus considered satisfied.
- 727. As a result of Toyota's breach of its express warranties, Plaintiff Prendergast and the Maine Class members have been damaged in an amount to be determined at trial.

COUNT XXXVII

(On behalf of the Maine Class) Breach of Implied Warranty, 11 M.R.S.A. § 2-314(2)(c), § 2-315

- 728. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 729. Plaintiff Prendergast brings this claim individually and on behalf of the Maine Class.

- 730. Pursuant to 11 M.R.S.A. § 2-314(2)(c), a manufacturer impliedly warrants that goods "are fit for the ordinary purposes for which such goods are used." Pursuant to 11 M.R.S.A. § 2-315, an implied warranty of fitness for a particular purposes arises where "the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods "
- 731. Toyota, as the designer, manufacturer, marketer, distributor, and/or seller of Siennas impliedly warranted that the Class Vehicles, including their power sliding doors, were fit for their intended purpose in that they would be safe vehicles with functional power sliding doors.
- 732. Toyota breached the warranty implied in the contract for the sale/lease of the Class Vehicles in that the Class Vehicles could not pass without objection in the trade under the contract description, the goods were not of fair, average quality within the description, and the Class Vehicles were unfit for their intended and ordinary purpose in that their power sliding doors did not function properly and exposed Class members to a risk that they might open or close independently. As a result, Plaintiff Prendergast and the Maine Class members did not receive the goods as impliedly warranted by Toyota to be merchantable.
- 733. Plaintiff Prendergast and members of the Maine Class are the intended beneficiaries of Toyota's implied warranties.
- 734. In reliance upon Toyota's skill and judgment and the implied warranties, Plaintiff Prendergast and members of the Maine Class purchased or leased the Class Vehicles for use as safe transportation with power sliding doors that would make loading and unloading the vehicles safer and easier.

- 735. Plaintiff Prendergast members of the Maine Class did not alter the Class Vehicles and/or the Defective Doors to use them in an unintended manner. Any changes to the vehicles made by members of the Maine Class constituted expected and ordinary use of a minivan.
- 736. The Class Vehicles were defective when they left the exclusive control of Toyota. The built-in power sliding doors at all times pose an unreasonable risk of failing, exposing the passengers to serious bodily harm.
- 737. The Class Vehicles were defectively designed and/or manufactured and unfit for their intended purpose, and Class members did not receive the goods as warranted.
- 738. As a direct and proximate cause of Toyota's breach of the implied warranty,
 Plaintiff and members of the Maine Class have been damaged in an amount to be determined at trial.

COUNT XXXVIII

(On behalf of the Maine Class) Unjust Enrichment

- 739. Plaintiffs repeat and reallege paragraphs 1 to 291 as if fully set forth herein.
- 740. This claim is brought in the alternative to Plaintiff Prendergast's warranty claims.
- 741. Plaintiff Prendergast brings this claim individually and on behalf of the Maine Class.
- 742. As a result of Toyota's material deceptive advertising, marketing and sale of the Class Vehicles, Toyota was enriched at the expense of Plaintiff Prendergast and the Maine Class through their purchase and/or lease of the vehicles, because the vehicles were not "safe" and did not work properly despite Toyota's representations to the contrary.

- 743. Toyota had knowledge of the benefit it incurred at the expense of Plaintiff Prendergast and members of the Maine Class, because Toyota knew that the Class Vehicles did not perform or operate as advertised.
- 744. Under the circumstances, it would be against equity and good conscience to permit Toyota to retain the ill-gotten benefits it received from Plaintiff Prendergast and the Maine Class as the result of its deceptive marketing and advertising practices.
- 745. Plaintiff Prendergast and the members of the Maine Class do not have an adequate remedy at law.

Claims on Behalf of the Missouri Class:

COUNT XXXIX

(On behalf of the Missouri Class) Violations of the Missouri Merchandising Practices Act Mo. Rev. Stat. §§ 407.010, et seq.

- 746. Plaintiff Steeby ("Plaintiff," for the purposes of the Missouri Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 747. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).
- 748. Toyota, Plaintiff, and the other Class members are "persons" within the meaning of Mo. Rev. Stat. § 407.010(5).
- 749. Toyota engaged in "trade" or "commerce" in the State of Missouri within the meaning of Mo. Rev. Stat. § 407.010(7).
- 750. The Missouri Merchandising Practices Act ("Missouri MPA") makes unlawful "the act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material

fact in connection with the sale or advertisement of any merchandise." Mo. Rev. Stat. § 407.020.

- 751. In the course of Toyota's business, it willfully failed to disclose and actively concealed the sliding door defect, described above. Accordingly, Toyota used or employed deception and fraud, and concealed, suppressed and omitted a material fact in connection with the sale or advertisement of merchandise in trade or commerce, in violation of the Missouri MPA. Toyota's conduct offends public policy; is unethical and unscrupulous; and presents a risk of, or causes, substantial injury to consumers.
- 752. Toyota's omissions regarding the sliding door defect, described above, are material facts that a reasonable person would have considered in deciding to purchase (or pay the same price for) the Class Vehicles.
- 753. Toyota intended for Plaintiff and the other Class members to rely on Toyota's omissions of fact regarding the sliding door defect.
- 754. Plaintiff and the other Class members were injured by Toyota's omissions of fact concerning the above-described sliding door defect, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.
- 755. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiff and the other Class members, Plaintiff and reasonable consumers would not have purchased or leased Class Vehicles or would have paid less to do so.
- 756. Toyota's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

- 757. In addition to being deceptive, the business practices of Toyota were unfair because Toyota knowingly sold Plaintiff and the other Class members Class Vehicles with defective Sliding Doors that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Toyota's exclusive knowledge of the sliding door defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.
- 758. As a direct and proximate result of Toyota's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the sliding door defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Mo. Rev. Stat. § 407.025.

COUNT XL

(On behalf of the Missouri Class)
Breach of Express Warranty
Mo. Rev. Stat. §§ 40.2-313 and 400.2a-210

- 759. Plaintiff Steeby ("Plaintiff," for purpose of the Missouri Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 760. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).

- 761. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 762. In its Comprehensive Warranty, Toyota expressly warranted that it would repair defects in materials and workmanship in the Class Vehicles free of charge if those defects became apparent during the warranty period.
- 763. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 764. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiff and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 765. Toyota breached its express warranty to repair defects within the Class Vehicles.

 Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 766. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly 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 pretenses.
- 767. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff 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.

- 768. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 769. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 770. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.
- 771. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 them whole.

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

COUNT XLI

(On behalf of the Missouri Class) Breach of Implied Warranty of Merchantability Mo. Rev. Stat. §§ 400.2-314 and 400.2a-212

- 773. Plaintiff Steeby ("Plaintiff," for purposes of the Missouri Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 774. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).
- 775. Toyota is and was at all relevant times a "merchant" with respect to motor vehicles under Mo. Rev. Stat. §§ 400.2-104 and 400.2a-103.
- 776. Pursuant to Mo. Rev. Stat. §§ 400.2-314 and 400.2a-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.
- 777. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 778. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified

Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

- 779. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 780. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT XLII

(On behalf of the Missouri Class) Unjust Enrichment

- 781. Plaintiff Steeby ("Plaintiff," for purposes of the Missouri Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 782. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).
- 783. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.
- 784. Toyota has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.
 - 785. It is inequitable and unconscionable for Toyota to retain these benefits.
- 786. Because Toyota concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.

787. Toyota knowingly accepted the unjust benefits of its wrongful conduct.

As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims Brought on Behalf of the New York Class:

COUNT XLIII

(On Behalf of the New York Class) Violation of New York General Business Law § 349

- 788. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
- 789. In the event this Court declines to proceed with a Multi-State Consumer Protection Class and award the relief sought in Count I, Plaintiff Eckhoff pleads this Count VI on behalf of the New York Class.
- 790. Plaintiff Eckhoff brings this claim individually and on behalf of the New York Class.
- 791. New York General Business Law § 349 prohibits "deceptive acts or practices in the conduct of any business, trade, or commerce" in New York state.
- 792. Toyota's marketing, advertising and sale of the Class Vehicles constitutes "business, trade or commerce."
- 793. The conduct of Toyota alleged herein violates General Business Law § 349 in that Toyota's representations and claims lead consumers such as Plaintiff Eckhoff and members of the New York Class to believe that the Class Vehicles are safe and reliable, when in reality the Class Vehicles are not safe because they have been sold with Defective Doors as described above. Such conduct is inherently and materially deceptive and misleading in a material respect

because Toyota knew or should have known that the power sliding doors in the Class Vehicles were defective and dangerous, and thus knew or should have known that its statements and/or omissions were materially misleading and deceptive.

- 794. The materially misleading conduct of Toyota alleged herein was directed at the public at large.
- 795. Toyota's acts and practices described herein are likely to mislead a reasonable consumer acting reasonably under the circumstances.
- 796. Toyota's deceptive and misleading acts are a willing and knowing violation of General Business Law § 349 because Toyota knew, or should have known, that its claims and representations that the Class Vehicles are safe and reliable were false and misleading. In addition, Toyota misrepresented, omitted and fraudulently concealed the true characteristics of the power sliding doors in the Class Vehicles as described above.
- 797. By virtue of Toyota's misrepresentations and omissions, the value of the Class Vehicles has greatly diminished and is significantly less than if the Class Vehicles were in the condition Toyota represented. This value us further diminished because of the stigma attached to Class Vehicles as a result of the Recall.
- 798. As a direct and proximate result of Toyota's violations of N.Y. Gen. Bus. Law § 349, Plaintiff Eckhoff and the New York Class suffered ascertainable loss. Had they been aware that the power sliding doors in the Class Vehicles were defective, Plaintiff Eckhoff and the other members of the New York Class either would have paid less for the vehicles or would not have purchased or leased them at all. Plaintiff Eckhoff and the New York Class did not receive the benefit of their bargain as a result of Toyota's misconduct.

799. Pursuant to General Business Law § 349, Plaintiff Eckhoff and the other members of the New York Class are entitled to maintain an action against Toyota for actual and/or statutory damages to be determined at trial, but not less than \$50.00 per Class member, such damages to be trebled, plus attorneys' fees, costs, injunctive relief prohibiting Toyota from continuing to engage in the deceptive acts set forth above, and all other relief, including but not limited to equitable relief, available under General Business Law § 349.

COUNT XLIV

(On Behalf of the New York Class) Breach of Express Warranty

- 800. Plaintiffs repeat and reallege in paragraphs 1 through 291 as if fully set forth herein.
- 801. Plaintiff Eckhoff brings this claim individually and on behalf of the New York Class.
- 802. Plaintiff Eckhoff and each member of the New York Class formed a contract with Toyota at the time they purchased or leased their Class Vehicles. The terms of that contract include the promises and affirmations of fact made by Toyota through marketing and advertising, as described above
- 803. Among other things, through its advertising and marketing Toyota consistently represents that the Class Vehicles are "safe" and "reliable" family vehicles, with dual power sliding doors that make loading and unloading passengers easy. These representations constitute express warranties. They were relied upon by Class members as part of the basis of their bargain and are part of the contract between Toyota and each member of the New York Class.

- 804. Toyota has breached its express warranties as to the Class Vehicles' quality because the Class Vehicles do not conform to Toyota's affirmations and promises in its advertising and marketing documents described above. At the time that Toyota warranted Class Vehicles, it knew that they did not conform to the warranties. Nonetheless, it sold the Class Vehicles since 2010 without coming up with a fix.
- 805. In addition to the warranties in Toyota's marketing and advertising, Toyota and members of the New York Class have entered into certain written repair warranties. The basic warranty "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota," and lasts for 36 months or 36,000 miles. This warranty, by its terms, provides that "[w]arranty coverage is automatically transferred at no cost to subsequent vehicle owners." Therefore, Toyota is and at all times has been required to repair defects in the power sliding doors of the Class Vehicles.
- 806. Toyota breached its express written repair warranties because despite knowing about the Defective Doors throughout the time it sold the Class Vehicles it at no time provided repairs in a timely manner or repairs that have been demonstrated to be effective. Even after issuing the Safety Recall Notice in December 2016, it did not timely provide repairs. Instead, Toyota suggested that Class Vehicle owners disable the power feature on their sliding doors. In fact, Toyota has not fixed all of the problems with the Defective Doors on a widespread basis and in a manner that has been proven to be effective.
- 807. Moreover, even if Toyota were to have a demonstrably long-term successful repair for all of the problems with the Defective Doors in the Class Vehicles, any such repair will not make the members of the Classes whole, because, among other things, the Defective Doors and the Safety Recall has decreased the intrinsic and resale value of the Class Vehicles.

- 808. Because the contractual remedy in the repair warranty therein is insufficient to make the Plaintiff Eckhoff and the other New York Class members whole, including because Toyota is not offering recall repairs for all of the problems with the Defective Doors, that repair warranty fails in its essential purpose. Thus, the limited repair warranty does not restrict the recovery available to Plaintiff Eckhoff and other New York Class members.
- 809. The Defective Doors in the Class Vehicles are dangerous in that they are of such a character that when used in their expected manner they are likely to be a source of injury or harm to many people.
- 810. Plaintiff Eckhoff and the other members of the New York Class are among those intended to be ultimate consumers of the Class Vehicles.
- 811. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles, including the members of the New York Class, demonstrating that it knew the identities of consumers against whom it breached its warranties. Toyota's actual knowledge of its breaches of its warranties to provide safe, reliable vehicles with power sliding doors is also evidenced by a host of consistent consumer complaints and reports from Toyota's own dealers and field technicians.
- 812. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its implied warranties were false, and yet it did not disclose the truth, offer repairs, or stop manufacturing Defective Doors, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiff Eckhoff to provide Toyota further opportunity to cure its breach.

- 813. For the same reasons, no informal dispute resolution mechanism could provide an adequate remedy to Plaintiff Eckhoff and other members of the New York Class. As such, any requirement of participation in such an informal mechanism should be excused and thus considered satisfied.
- 814. As a direct and proximate result of Toyota's breach of its express warranties, Plaintiff Eckhoff and the other New York Class members have been damaged in an amount to be determined at trial.

COUNT XLV

(On Behalf of the New York Class) Breach of Implied Warranty

- 815. Plaintiffs repeat and reallege paragraphs 1 through 291 as if fully set forth herein.
- 816. Plaintiff Eckhoff brings this claim individually and on behalf of the New York Class.
- 817. The Class Vehicles are "goods" as defined in New York's commercial codes governing the implied warranty of merchantability. N.Y. U.C.C. § 1-105.
- 818. As designers, manufacturers, producers, marketers, labelers and sellers of Toyota's Class Vehicles, Toyota is a "merchant" within the meaning of New York's commercial code. N.Y. U.C.C. § 1-104.
- 819. Pursuant to N.Y. U.C.C. § 2-314, a warranty that the Class Vehicles and/or Defective Doors were in merchantable condition was implied by law in Class Vehicle transactions.
- 820. Pursuant to N.Y. U.C.C. § 2-315, a warranty that the Class Vehicles and/or Defective Doors were appropriate for the particular purposes for which Plaintiff Eckhoff and

Class Members purchased them (*i.e.*, safety, family use, and ease of loading and unloading) was implied by law in the Class Vehicle transactions.

- 821. By placing the Class Vehicles in the stream of commerce, Toyota impliedly warranted that the Class Vehicles are reasonably safe, and that all claims in its advertising of the Class Vehicles were true, including that the Vehicles are safe and reliable.
- 822. As a merchant, Toyota knew that consumers, including Plaintiff Eckhoff and the New York Class, relied upon Toyota to design, label, and sell products that were reasonably safe and not deceptively marketed, and in fact members of the public, including Plaintiff Eckhoff and the New York Class, reasonably relied upon the skill and judgment of Toyota and upon said implied warranties in purchasing the Class Vehicles.
- 823. The Class Vehicles were defective because they were equipped with the Defective Doors, which can open and/or close independently, and/or jam and/or fail to detect obstructions, such as human limbs, in the path of door closure, rendering the Class Vehicles unsafe.
- 824. The Defective Doors in the Class Vehicles are dangerous in that they are of such a character that when used in their expected manner they are likely to be a source of injury or harm to many people.
- 825. Plaintiff Eckhoff and members of the New York Class are among those intended to be ultimate consumers of the Class Vehicles.
- 826. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth in a timely manner, offer repairs, or stop manufacturing or selling the Defective Doors, and instead

continued to issue false warranties. It is thus not required, and would be futile, for Plaintiff Eckhoff to provide Toyota further opportunity to cure its breach.

- 827. The Class Vehicles were defective when Toyota delivered the Class Vehicles to its agents, the dealerships which sold the Class Vehicles, and the Class Vehicles were therefore still defective when sold to Plaintiff Eckhoff and the New York Class.
- 828. As set forth further above, Toyota is on notice of its breaches of warranty. Toyota sent the Safety Recall Notice directly to purchasers and lessors of the Class Vehicles, including the members of the New York Class, demonstrating that it knew the identities of consumers against whom it breached its warranties. Toyota's actual knowledge of its breaches of its warranties to provide safe, reliable vehicles with power sliding doors is also evidenced by a host of consistent consumer complaints and reports from Toyota's own dealers and field technicians.
- 829. At all times that Toyota warranted, sold and leased the Class Vehicles, it knew or should have known that its warranties were false, and yet it did not disclose the truth, offer repairs, or stop manufacturing Defective Doors, and instead continued to issue false warranties. It is thus not required, and would be futile, for Plaintiffs to provide Toyota further opportunity to cure its breach.
- 830. As a direct and proximate result of Toyota's breach of implied warranty, Plaintiff Eckhoff and the New York Class are entitled to damages in an amount to be determined at trial.

COUNT XLVI

(On Behalf of the New York Class) Unjust Enrichment

831. Plaintiff Eckhoff repeats and realleges paragraphs 1 through 291 as if fully set forth herein.

- 832. Plaintiff Eckhoff brings this claim individually and on behalf of the New York Class.
- 833. This claim is brought in the alternative to Plaintiff Eckhoff's and the New York Class's warranty claims.
- 834. Plaintiff Eckhoff and the New York Class conferred a benefit on Toyota by purchasing the Class Vehicles.
- 835. Toyota has been unjustly enriched in retaining the revenues derived from Plaintiff Eckhoff's and the New York Class members' purchases of the Class Vehicles. The retention of such revenues under the circumstances alleged herein is unjust and inequitable because Toyota misrepresented, through advertising and marketing, that the Class Vehicles were "safe" and reliable automobiles when in reality the Class Vehicles were equipped with the Defective Doors, and knowingly failed to disclose that the power sliding doors in the Class Vehicles were defective and unsafe.
- 836. Plaintiff Eckhoff and the New York class were injured as a result of their purchases because they would not have purchased the Class Vehicles, or would not have paid as much as they did for the Class Vehicles, if the true facts concerning the Class Vehicles had been known.
- 837. Under the circumstances, it would be against equity and good conscience to permit Toyota to retain the ill-gotten benefits it received from Plaintiff Eckhoff and the New York Class as the result of its material misrepresentations and omissions. Because Toyota's retention of the non-gratuitous benefit conferred on it by Plaintiff Eckhoff and the New York Class is unjust and inequitable, Toyota must pay restitution to Plaintiff Eckhoff and the New York Class for its unjust enrichment, as ordered by the Court.

Claims on Behalf of the Oregon Class:

COUNT XLVII

(On behalf of the Oregon Class) Violations of the Oregon Unlawful Trade Practices Law Or. Rev. Stat. §§ 646.605, et seq.

- 838. Plaintiff McMillin ("Plaintiff," for the purposes of the Oregon Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 839. Plaintiff brings this Count individually and on behalf of the other members of the Oregon Class (the "Class," for purposes of this Count).
- 840. Toyota, Plaintiff, and the other Class members are "person[s]" under Or. Rev. Stat. § 646.605.
 - 841. Toyota engaged in "trade" or "commerce" under Or. Rev. Stat. § 646.605.
- 842. The Oregon Unlawful Trade Practices Law broadly prohibits "unfair or deceptive conduct in trade or commerce." Or. Rev. Stat. § 646.608(u).
- 843. By the conduct described in detail above and incorporated herein, Toyota engaged in unfair or deceptive conduct in violation of the Oregon Unlawful Trade Practices Law.
- 844. Toyota's omissions regarding the sliding door defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.
- 845. Toyota intended for Plaintiff and the other Class members to rely on Toyota's omissions regarding the sliding door defect.

- 846. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Toyota's omissions of fact concerning the above-described sliding door defect, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.
- 847. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiff and the other Class members, Plaintiff and reasonable consumers would not have purchased or leased Class Vehicles or would have paid less to do so.
- 848. Toyota's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

COUNT XLVIII

(On behalf of the Oregon Class) Breach of Express Warranty Or. Rev. Stat §§ 72.3130 and 72a.2100

- 849. Plaintiff McMillin ("Plaintiff," for purpose of the Oregon Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 850. Plaintiff brings this Count individually and on behalf of the other members of the Oregon Class (the "Class," for purposes of this Count).
- 851. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 852. In its Comprehensive Warranty, Toyota expressly warranted that it would repair defects in materials and workmanship in the Class Vehicles free of charge if those defects became apparent during the warranty period.
- 853. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by Toyota.

- 854. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiff and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 855. Toyota breached its express warranty to repair defects within the Class Vehicles. Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 856. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly 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 pretenses.
- 857. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff 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.
- 858. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 859. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

- 860. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.
- 861. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 them whole.
- 862. As a direct and proximate result of Toyota's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT XLIX

(On behalf of the Oregon Class)
Breach of Implied Warranty of Merchantability
Or. Rev. Stat. §§ 72.3140 and 72a.2120

- 863. Plaintiff McMillin ("Plaintiff," for purposes of the Oregon Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 864. Plaintiff brings this Count individually and on behalf of the other members of the Oregon Class (the "Class," for purposes of this Count).

- 865. Toyota is and was at all relevant times a "merchant" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040 and 72a.1030.
- 866. Pursuant to Or. Rev. Stat. §§ 72.3140 and 72a.2120, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.
- 867. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 868. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 869. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 870. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT L

(On behalf of the Oregon Class) Fraudulent Omission

- 871. Plaintiff McMillin ("Plaintiff," for purposes of the Oregon Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 872. Plaintiff brings this Count individually and on behalf of the other members of the Oregon Class (the "Class," for purposes of this Count).
- 873. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.
- 874. Having been aware of the sliding door defect, and having known that Plaintiff and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 875. Toyota did not disclose the sliding door defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.
- 876. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 877. In purchasing or leasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 878. Had Plaintiff and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

- 879. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 880. As a direct and proximate result of Toyota's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT LI

(On behalf of the Oregon Class) Unjust Enrichment

- 881. Plaintiff McMillin ("Plaintiff," for purposes of the Oregon Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 882. Plaintiff brings this Count individually and on behalf of the other members of the Oregon Class (the "Class," for purposes of this Count).
- 883. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.
- 884. Toyota has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.
 - 885. It is inequitable and unconscionable for Toyota to retain these benefits.
- 886. Because Toyota concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.

- 887. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 888. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims on Behalf of the Pennsylvania Class:

COUNT LII

(On behalf of the Pennsylvania Class)
Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law
73 Pa. Cons. Stat. §§ 201-1, et seq.

- 889. Plaintiff Harp ("Plaintiff," for the purposes of the Pennsylvania Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 890. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the "Class," for purposes of this Count).
- 891. The Pennsylvania Unfair Trade Practices Act ("Pennsylvania UTPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce" 73 Pa. Cons. Stat. § 201-3.
- 892. By the conduct described in detail above and incorporated herein, Toyota engaged in unfair or deceptive acts in violation of 73 Pa. Cons. Stat. § 201-3.
- 893. Toyota's omissions regarding the sliding door defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.
- 894. Toyota intended for Plaintiff and the other Class members to rely on Toyota's omissions regarding the sliding door defect.

- 895. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Toyota's omissions of fact concerning the above-described sliding door defect that results in a failure of the doors to properly open and close, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.
- 896. Had Toyota disclosed all material information regarding the sliding door defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.
- 897. Toyota's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other class members.
- 898. In addition to being deceptive, the business practices of Toyota were unfair because Toyota knowingly sold Plaintiff and the other Class members Class Vehicles with defective Sliding Doors that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Toyota's exclusive knowledge of the sliding door defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.
- 899. As a direct and proximate result of Toyota's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the sliding door defect been disclosed. Plaintiff and the other Class

members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under 73 Pa. Cons. Stat. §§ 201-1, *et seq*.

COUNT LIII

(On behalf of the Pennsylvania Class) Breach of Express Warranty 13 Pa. Cons. Stat. §§ 2313 and 2A210

- 900. Plaintiff Harp ("Plaintiff," for purpose of the Pennsylvania Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 901. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the "Class," for purposes of this Count).
- 902. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 903. In its Comprehensive Warranty, Toyota expressly warranted that it would repair or replace defects in the Class Vehicles free of charge.
- 904. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 905. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiff and other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 906. Toyota breached its express warranty to repair defects within the Class Vehicles. Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 907. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and

were inherently defective, and Toyota improperly 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 pretenses.

- 908. Rather than take any measures to cure its warranty breaches to Plaintiff and the other Class members, Toyota merely issued an interim notice to Class Vehicle owners, suggesting that they "disable the power sliding door system[.]"
- 909. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff 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.
- 910. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members seeks all remedies allowed by law.
- 911. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 912. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be

inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.

- 913. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 them whole.
- 914. As a direct and proximate result of Toyota's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT LIV

(On behalf of the Pennsylvania Class) Breach of Implied Warranty of Merchantability 13 Pa. Cons. Stat. §§ 2314 and 2A212

- 915. Plaintiff Harp ("Plaintiff," for purposes of the Pennsylvania Class's claims) repeats and realleges paragraphs 1-291 as if fully set forth herein.
- 916. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the "Class," for purposes of this Count).
- 917. Toyota is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103, and a "seller" of motor vehicles under § 2103(a).

- 918. Pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.
- 919. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 920. Plaintiffs Tinney, individually and on behalf of the Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 921. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 922. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT LV

(On behalf of the Pennsylvania Class) Fraudulent Omission

923. Plaintiff Harp ("Plaintiff," for purposes of the Pennsylvania Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.

- 924. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the "Class," for purposes of this Count).
- 925. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.
- 926. Having been aware of the sliding door defect, and having known that Plaintiff and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 927. Toyota did not disclose the sliding door defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.
- 928. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 929. In purchasing or leasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 930. Had Plaintiff and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.
- 931. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

932. As a direct and proximate result of Toyota's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT LVI

(On behalf of the Pennsylvania Class) Unjust Enrichment

- 933. Plaintiff Harp ("Plaintiff," for purposes of the Pennsylvania Class's claims) repeats and realleges Paragraphs 1-291 as if fully set forth herein.
- 934. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the "Class," for purposes of this Count).
- 935. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.
- 936. Toyota has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.
 - 937. It is inequitable and unconscionable for Toyota to retain these benefits.
- 938. Because Toyota concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.
 - 939. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 940. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

Claims on Behalf of the West Virginia Class:

COUNT LVII

(On behalf of the West Virginia Class) Breach of Express Warranty W. Va. Code §§ 46-2-213 and 46-2A-210

- 941. Plaintiffs Tinney ("Plaintiffs," for purposes of the West Virginia Class's claims) repeat and reallege Paragraphs 1-291 as if fully set forth herein.
- 942. Plaintiffs bring this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).
- 943. Toyota is and was at all relevant times a merchant with respect to the Class Vehicles.
- 944. In its Comprehensive Warranty, Toyota expressly warranted that it would repair or replace defects in the Class Vehicles free of charge.
- 945. Plaintiffs and the other Class members bought or leased Class Vehicles manufactured by Toyota.
- 946. Toyota's Comprehensive Warranty formed the basis of the bargain that was reached when Plaintiffs and the other Class members purchased or leased their Class Vehicles equipped with the defective Sliding Doors.
- 947. Toyota breached its express warranty to repair defects within the Class Vehicles.

 Toyota has not repaired, and has been unable to repair, the Class Vehicles' defects.
- 948. Also, as alleged in more detail herein, at the time that Toyota warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Toyota improperly concealed material facts regarding its Class

Vehicles. Plaintiffs and the other Class members were therefore induced to purchase or lease the Class Vehicles under false pretenses.

- 949. Rather than take any measures to cure its warranty breaches to Plaintiffs and the other Class members, Toyota merely issued an interim notice to Class Vehicle owners, suggesting that they "disable the power sliding door system[.]"
- 950. Furthermore, the Comprehensive Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs 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.
- 951. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually and on behalf of the other Class members, seek all remedies as allowed by law.
- 952. Plaintiffs, individually and on behalf of the other Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of express warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 953. At the time of sale or lease of each Class Vehicle, Toyota knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the sliding door defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiffs and the other Class members resort to an

informal dispute resolution procedure and/or afford Toyota further opportunities to cure its breach of warranty is excused and thus deemed satisfied.

- 954. Much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Toyota's improper 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 Plaintiffs' and the other Class members' remedies would be insufficient to make them whole.
- 955. As a direct and proximate result of Toyota's breach of its express warranty,
 Plaintiffs and the other Class members have been damaged in an amount to be determined at trial.

COUNT LVIII

(On behalf of the West Virginia Class) Breach o Implied Warranty of Merchantability W. Va. Code §§ 46-2-314 and 46-2A-212

- 956. Plaintiffs Tinney ("Plaintiffs," for purposes of the West Virginia Class's claims) repeat and reallege Paragraphs 1-291 as if fully set forth herein.
- 957. Plaintiffs bring this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).
- 958. Toyota is and was at all relevant times a merchant with respect to motor vehicles under W. Va. Code §§ 46-2-104 and 46-2A-103.
- 959. Pursuant to W. Va. Code §§ 46-2-314 and 46-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

- 960. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the sliding door defect, which leads to the doors' failure to open and close properly.
- 961. Plaintiffs, individually and on behalf of the other Class members, notified Toyota of the sliding door defect in the Class Vehicles, and its corresponding breach of implied warranty, through a notice letter dated May 17, 2017, and delivered by United States Certified Mail to Toyota's headquarters in California. Toyota was also provided notice of the sliding door defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.
- 962. Plaintiffs and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Toyota's breach of the implied warranty of merchantability.
- 963. As a direct and proximate result of Toyota's breach of the implied warranty of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT LIX

(On behalf of the West Virginia Class) Fraudulent Omission

- 964. Plaintiffs Tinney ("Plaintiffs," for purposes of the West Virginia Class's claims) repeat and reallege Paragraphs 1-291 as if fully set forth herein.
- 965. Plaintiffs bring this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

- 966. Toyota was aware of the sliding door defect when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.
- 967. Having been aware of the sliding door defect, and having known that Plaintiffs and the other members of the Class could not have reasonably expected to know of the sliding door defect, Toyota had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.
- 968. Toyota did not disclose the sliding door defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.
- 969. For the reasons set forth above, the sliding door defect comprises material information with respect to the sale or lease of the Class Vehicles.
- 970. In purchasing or leasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Toyota to disclose known material defects with respect to the Class Vehicles.
- 971. Had Plaintiffs and the other members of the Class known of the sliding door defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.
- 972. Through its omissions regarding the sliding door defect, Toyota intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.
- 973. As a direct and proximate result of Toyota's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the

Class Vehicles at all if the sliding door defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT LX

(On behalf of the West Virginia Class) Unjust Enrichment

- 974. Plaintiffs Tinney ("Plaintiffs," for purposes of the West Virginia Class's claims) repeat and reallege Paragraphs 1-291 as if fully set forth herein.
- 975. Plaintiffs bring this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).
- 976. Toyota has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Toyota's concealment of the sliding door defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.
- 977. Toyota has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.
 - 978. It is inequitable and unconscionable for Toyota to retain these benefits.
- 979. Because Toyota concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Toyota's misconduct.
 - 980. Toyota knowingly accepted the unjust benefits of its wrongful conduct.
- 981. As a result of Toyota's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other Class members, respectfully requests that the Court enter an Order:

- a. Certifying the proposed Classes, designating Plaintiffs as the named representatives of the Classes, designating the undersigned as Class Counsel, and making such further orders for the protection of Class members as the Court deems appropriate, under Federal Rule of Civil Procedure 23;
- b. Declaring that the power sliding doors in the Class Vehicles are defective;
 - c. Injunctive relief, including but not limited to:
- i. enjoining Toyota to desist from further deceptive distribution, advertising, sales, and lease practices with respect to the Class Vehicles;
- ii. requiring Toyota to create and implement, at no expense to consumers, a mechanism by which to repair the Defective Doors such that the Doors can safely be used as advertised, and communicating this mechanism to dealership and repair shops, as well as consumers, such that it can be implemented in a timely manner; and
 - iii. such other injunctive relief that the Court deems just and proper;
- d. Awarding to Plaintiffs and members of the proposed Classes compensatory, exemplary, and punitive remedies, damages and statutory penalties, including interest, in an amount to be proven at trial;
- e. Awarding Plaintiffs and each member of the proposed Classes the return of the purchase price of his or her Class Vehicle, with interest from the time it was paid;
- f. Establishing a Toyota-funded program, using transparent, consistent, and reasonable protocols, under which out-of-pocket and loss-of-use expenses and damages claims

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associated with the Defective Doors in Plaintiffs' and Class members' Class Vehicles, can be

made and paid, such that Toyota, not the Class members, absorb the losses and expenses fairly

traceable to the recall of the vehicles and correction of the Defective Doors:

Declaring that Toyota must disgorge, for the benefit of Plaintiffs and g.

members of the Proposed Classes, all or part of the ill-gotten profits it received from the sale or

lease of the Class Vehicles, or make full restitution to Plaintiffs and Class members;

h. Awarding attorneys' fees and costs, as allowed by law;

i. Awarding prejudgment and post judgment interest, as provided by law;

Providing leave to amend this Amended Complaint to conform to the j.

evidence produced at trial; and

k. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

982. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs

demand a jury trial as to all issues triable by a jury.

Dated: December 11, 2018

Respectfully submitted,

By: /s/ David A. Slossberg

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802360

EXHIBIT A



Toyota Motor Sales, U.S.A., Inc. 19001 South Western Avenue P.O. Box 2991 Torrance, CA 90509-2991

INTERIM NOTICE

We are currently preparing the remedy. We will notify you again when the remedy is ready.

Certain 2011–2016 Model Year Sienna Vehicles Power Sliding Door

IMPORTANT SAFETY RECALL (Interim Notice)

This notice applies to your vehicle: VIN ABCDEFGH987654321 NHTSA RECALL NO. 16V-858

Dear Toyota Customer:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. Toyota has decided that a defect, which relates to motor vehicle safety, exists in certain 2011–2016 Model Year Sienna Vehicles.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

What is the condition?

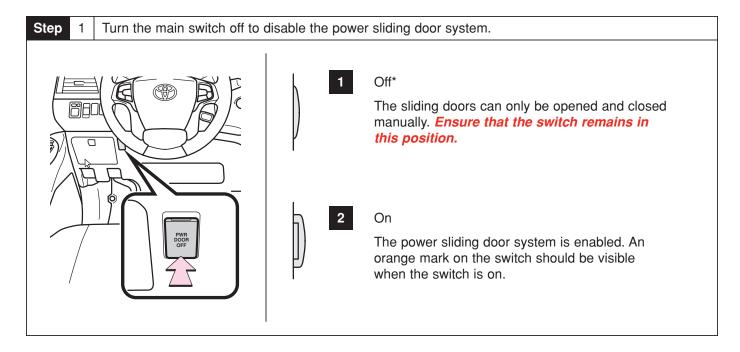
In the involved vehicles, there is a possibility that if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

What should you do?

We appreciate your patience while we prepare the remedy.

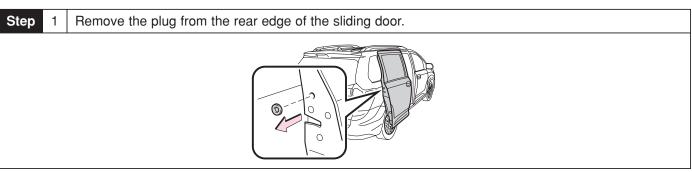
You will receive a second owner notification when the remedy is available.

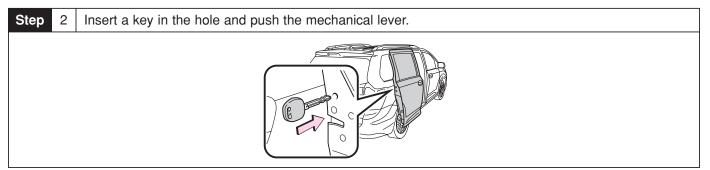
To avoid the occurrence of this condition, we suggest that you disable the power sliding door system as described below.



*: The power function of the power back door will be disabled while the switch is in this position. The power back door can still be used manually.

If you experience the condition described above, we suggest that you push the mechanical lever in the power sliding door as described below and close the door manually. After that, bring the vehicle to your local authorized Toyota dealer for diagnosis.





Step 3 Close the door manually.

Note: A warning buzzer may sound during manual door operation. Additionally, a warning buzzer may sound if an attempt is made to use the power function of the power sliding door.

What if you have other questions?

- · Your local Toyota dealer will be more than happy to answer any of your questions.
- If you require further assistance, you may contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 7:00 a.m. to 7:00 p.m., Saturday 7:00 a.m. to 4:30 p.m. Central Time.

If you believe that the dealer or Toyota has failed or is unable to remedy the defect within a reasonable time, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue S.E., Washington, D.C. 20590, or call the toll free Vehicle Safety Hot Line at 1-888-327-4236 (TTY: 1-800-424-9153), or go to www.safercar.gov.

If you would like to update your vehicle ownership or contact information, you may do so by registering at www.toyota.com/ownersupdate. You will need your full 17-digit Vehicle Identification Number (VIN) to input the new information.

If you are a vehicle lessor, Federal Law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

What if you have previously paid for repairs to your vehicle for this specific condition?

If you have previously paid for repair to your vehicle for this specific condition prior to receiving this letter, please mail a copy of your repair order, proof-of-payment and ownership information to the following address for reimbursement consideration:

Toyota Customer Experience Center – TSR
Toyota Motor Sales, USA, Inc.
c/o Toyota Motor North America, Inc.
P O Box 259001 – SSC/CSP Reimbursements
Plano, Texas 75025-9001

We have sent this notice in the interest of your continued satisfaction with our products, and we sincerely regret any inconvenience this condition may have caused you.

Thank you for driving a Toyota.

Sincerely

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



Toyota Motor Sales, U.S.A., Inc. 19001 South Western Avenue PO Box 2991 Torrance, CA 90509-2991

AVISO TEMPORAL

Estamos preparándonos para la reparación definitiva. Le enviaremos un nuevo aviso cuando la reparación esté disponible.

Ciertos Modelos Sienna de Años 2011 a 2016 Puerta Corrediza Eléctrica **IMPORTANTE RETIRO DE SEGURIDAD** (Aviso Provisional)

Este aviso aplica a su vehículo: VIN ABCDEFGH987654321

NO. DE RETIRO DE NHTSA 16V-858

Estimado cliente de Toyota:

Esta notificación se le envía de acuerdo con los requisitos establecidos en el Acta de Tráfico Nacional y de Seguridad de Vehículos Motorizados. Toyota ha decidido que existe un defecto relacionado con la seguridad de los vehículos motorizados en ciertos vehículos modelo Sienna específicos de años 2011 a 2016.

Usted recibió este aviso porque nuestros registros, basados principalmente en la información de registro y titularidad estatal, indican que usted es el propietario actual.

¿Cuál es la condición?

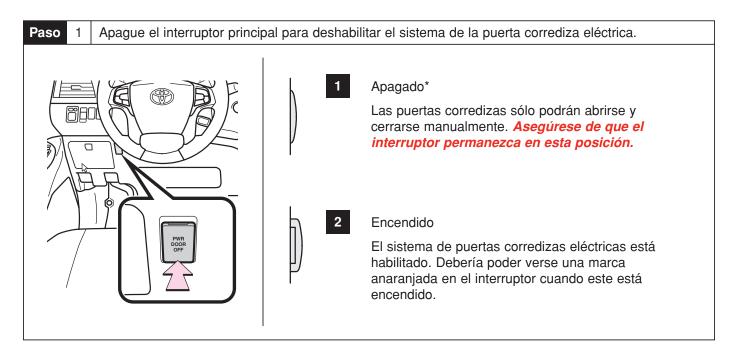
En los vehículos afectados, existe la posibilidad de que, si el funcionamiento de apertura de la puerta corrediza se ve impedido, se produzca una sobrecarga en el circuito del motor de la puerta corrediza y se abra el fusible del motor. Si esto ocurriera cuando el pestillo de la puerta no está echado, la puerta podría abrirse mientras se está conduciendo el vehículo, lo que aumenta el riesgo de lesión a un ocupante del mismo.

¿Qué debe hacer usted?

Agradecemos su paciencia mientras estamos preparando la reparación.

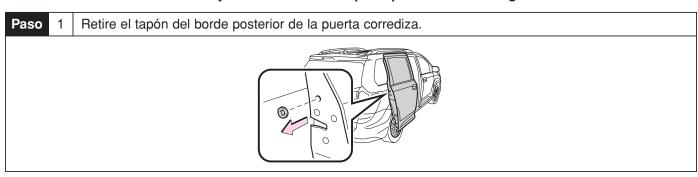
Recibirá una segunda notificación cuando la reparación esté disponible.

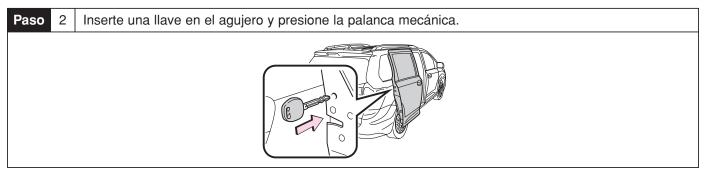
Para evitar que ocurra esta condición, le recomendamos que deshabilite el sistema de la puerta corrediza eléctrica tal como se describe a continuación.



*: La función eléctrica de la puerta trasera eléctrica estará deshabilitada mientras el interruptor esté en esta posición. La puerta trasera eléctrica aún puede usarse manualmente.

Si experimenta la condición descrita anteriormente, le recomendamos que empuje la palanca mecánica de la puerta corrediza eléctrica, tal como se describe a continuación, y que cierre la puerta manualmente. Luego, lleve el vehículo a su concesionario Toyota autorizado local para que realicen un diagnóstico.





Paso 3 Cierre la puerta manualmente.

Nota: Es posible que suene una alarma de aviso durante la operación manual de la puerta. Además, también puede sonar si trata de usar la función eléctrica de la puerta corrediza eléctrica.

¿Qué puede hacer si tiene otras preguntas?

· Su concesionario Toyota local responderá con gusto a todas sus preguntas.

• Si necesita más asistencia, puede comunicarse con el Centro de Experiencia del Cliente de Toyota, al 1-888-270-9371, de lunes a viernes, de 7:00 a.m. a 7:00 p.m., o los sábados, de 7:00 a.m. a 4:30 p.m., hora central.

Si considera que el concesionario o Toyota no han logrado o no pueden solucionar el defecto dentro de un plazo razonable, puede presentar una queja al Administrador, a la *National Highway Traffic Safety Administration* [Administración Nacional de Seguridad Vial en Autopistas], 1200 New Jersey Avenue S.E., Washington, D.C. 20590, o llame sin costo a la línea directa de Seguridad Automotor al 1-888-327-4236 (TTY: 1-800-424-9153), o visite www.safercar.gov.

Si desea actualizar la información de contacto o de propiedad de su vehículo, puede hacerlo registrándose en www.toyota.com/ownersupdate. Necesitará su Número de Identificación del Vehículo (VIN) de 17 dígitos para ingresar la nueva información.

Si usted es arrendador del vehículo, la Ley Federal exige que toda persona que arriende vehículos y reciba este aviso de retiro de seguridad envíe una copia del mismo al arrendatario dentro de los diez días.

¿Qué sucede si usted ya pagó previamente por reparar su vehículo por esta condición en particular?

Si ya pagó previamente por la reparación de su vehículo en lo que respecta a esta condición específica, envíe una copia de su orden de reparación, la prueba de pago y los datos de titularidad a la siguiente dirección para que se considere el reembolso:

Toyota Customer Experience Center – TSR
Toyota Motor Sales, USA, Inc.
c/o Toyota Motor North America, Inc.
P O Box 259001 – SSC/CSP Reimbursements
Plano, Texas 75025-9001

Hemos enviado este aviso porque estamos interesados en su constante satisfacción con nuestros productos y lamentamos profundamente cualquier inconveniente que esta situación pudiera haberle ocasionado.

Gracias por conducir un Toyota.

Atentamente.

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

EXHIBIT B

Case 3:17-cv-01091-VAB Document 80-2 Filed 12/11/18 Page 2 of 12



Toyota Motor Sales, USA, Inc. 19001 South Western Avenue Torrance, CA 90501 (310) 468-4000

Original Publication Date: July 12, 2017

To: All Toyota Dealer Principals, General Managers, Service Managers, and Parts Managers

Subject: Safety Recall G04 (Interim G14) - Remedy Notice

Certain 2011 – 2016 Model Year Sienna Vehicles

Power Sliding Door

On November 22, 2016, Toyota filed a Defect Information Report with the National Highway Traffic Safety Administration (NHTSA) informing the agency of our intent to conduct a voluntary Safety Recall on certain 2011 – 2016 model year Sienna vehicles.

Condition

In the involved vehicles, there is a possibility that under certain limited conditions, if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

Remedy

Toyota is beginning a two-phase implementation of the remedy.

Phase 1:

Phase 1 covers the vast majority of vehicles involved in this recall and the remedy is currently available for these vehicles. For the vehicles involved in Phase 1, any authorized Toyota dealer will replace the instrument panel junction block and install new wire harnesses connecting it to the power sliding doors. If applicable, the dealer will also update the vehicle's Owner's Manual to match the updated equipment. These remedies will be provided at **NO CHARGE**.

Phase 2:

Phase 2 covers vehicles involved in this recall that are converted for side-entry wheelchair accessibility by an authorized Toyota mobility conversion company. The remedy for these vehicles is still under development. Vehicles involved with Phase 2 will remain in the interim phase until the remedy is available. The remedy applicable to vehicles involved with Phase 1 *IS NOT* compatible with, and *SHOULD NOT* be performed on, vehicles involved with Phase 2.

Phase	Notification Type	TIS Designation
1	Remedy	G04
2	Interim – Remedy Not Available	G14

Covered Vehicles

There are approximately 744,400 certain 2011 – 2016 model year Sienna vehicles covered by this Safety Recall. Approximately 1,700 vehicles covered by this Safety Recall were distributed to Puerto Rico.

Phase	Model	Model Year	Approximate UIO	Production Period
1	Sienna	2011 – 2016	732,700	Early January 2010 – Mid-August 2016
2	Sienna	2011 – 2016	11,700	Early January 2010 – Early August 2016

Owner Letter Mailing Date

Beginning in July 2017, Toyota will send an owner notification letter to owners of vehicles involved in Phase 1.

Toyota makes significant effort to obtain current customer name and address information from each state through industry resources when mailing owner letters. In the event your dealership receives a notice for a vehicle that was sold prior to the Safety Recall announcement, it is the dealership's responsibility to forward the owner letter to the customer who purchased the vehicle.

Please note that only owners of the covered vehicles will be notified. If you are contacted by an owner who has not yet received a notification, please *verify eligibility by confirming through TIS prior to performing repairs*. Dealers should perform the repair as outlined in the Technical Instructions found on TIS.

New Vehicles in Dealership Inventory

There are approximately 1,230 vehicles in new dealer inventory as of November 21, 2016.



Under Title 49, Section 30112 of the United States Code, a dealer cannot sell, offer for sale, or introduce or deliver for introduction in interstate commerce a new motor vehicle when it is aware that the vehicle does not comply with an applicable Federal Motor Vehicle Safety Standard or contains a defect related to motor vehicle safety. In addition, 49 Code of Federal Regulations §577.13 requires us to provide the following advisory: It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

Vehicle Safety Recall completion should always be verified through TIS. We request your assistance to ensure involved vehicles are identified and not delivered prior to performing the remedy.

Inspection Reminder Mirror Hang Tags for Covered Vehicles in New Dealer Stock

To easily recognize vehicles involved in this Safety Recall, each dealership should utilize Inspection Reminder Hang Tags. Inside the vehicle's glove box are stickers containing the VIN. Apply one of these stickers to the hang tag and install the hang tag in the vehicle. A sample copy of the Inspection Reminder Hang Tag has been included for your reference.



NOTE: Dealerships can order hang tags from the Material Distribution Center (MDC).

Part Number	Description	Quantity
00411-140003	Inspection Mirror Hang Tag	25 Per Pack

Pre-Owned Vehicles in Dealer Inventory

Toyota requests that dealers do not deliver any pre-owned vehicles in dealer inventory that are covered by a Safety Recall unless the defect has been remedied.

Toyota Certified Used Vehicle (TCUV)

The TCUV policy prohibits the certification of any vehicle with an outstanding Safety Recall, Special Service Campaign, or Limited Service Campaign. Thus, no affected units are to be designated, sold, or delivered as a TCUV until all applicable Safety Recalls, Special Service Campaigns, and Limited Service Campaigns have been completed on that vehicle.

Toyota Rent-A-Car (TRAC) & Service Loaners

Toyota requests that dealers remove all TRAC and Service Loaner vehicles from service that are covered by a Safety Recall unless the defect has been remedied.

Loaner Vehicle Reimbursement Procedure

Toyota recommends that owners of vehicles affected by G04 (Interim G14) turn the main switch off to disable the power sliding door system as described in both the FAQ and the sample owner notification letters. If this recommendation is not feasible for the customer's personal or business needs, a loaner vehicle or alternative transportation though Toyota Rent-A-CAR (TRAC) can be claimed for \$35 per day.

Op. Code	Op. Code	Description
For G04 Remedy (Phase 1)	For G14 Interim (Phase 2)	
G0493A	CGG93A	Vehicle Rental 1-30 Days
G0493B	CGG93B	Vehicle Rental 31-60 Days
G0493C	CGG93C	Vehicle Rental 61-90 Days
G0493D	CGG93D	Vehicle Rental 91-120 Days
G0493E	CGG93E	Vehicle Rental 121-150 Days
G0493F	CGG93F	Vehicle Rental 151-180 Days
G0493G	CGG93G	Vehicle Rental 181-210 Days
G0493H	CGG93H	Vehicle Rental 211-240 Days

Technician Training Requirements

The repair quality of covered vehicles is extremely important to Toyota. All dealership technicians performing this repair are required to successfully complete the most current version of the E-Learning course "Safety Recall and Service Campaign Essentials". To ensure that all vehicles have the repair performed correctly; technicians performing this repair are required to currently hold at least one of the following certification levels:

Certification Level	Successful Completion of Instructor-led Course SRG04	
Certified Technician (Electrical)		
Expert Technician (Electrical)	Deguired	
Master Technician	Required	
Master Diagnostic Technician		

Always check which technicians can perform the repair by logging on to https://www.uotdealerreports.com. It is the dealership's responsibility to select technicians with the above certification level or greater to perform this repair. Carefully review your resources, the technician skill level, and ability before assigning technicians to this repair. It is important to consider technician days off and vacation schedules to ensure there are properly trained technicians available to perform this repair at all times.

Remedy Procedures

Refer to TIS for Technical Instructions on repair. Conduct all non-completed Safety Recalls and Service Campaigns on the vehicle during the time of appointment.

Repair Quality Confirmation

The repair quality of covered vehicles is extremely important to Toyota. To help ensure that all vehicles have the repair performed correctly, please designate at least one associate (someone other than the individual who performed the repair) to verify the repair quality of every vehicle prior to customer delivery.

Parts Ordering Process - Non SET and GST Parts Ordering Process

Due to potentially limited availability, the parts may have been placed on either Manual Allocation Control (MAC) or Dealer Ordering Solutions (DOS). As the parts inventory changes, the ordering process may change. Please check the Toyota Special Activities MAC/DOS report on Dealer Daily for the most up-to-date parts ordering information.

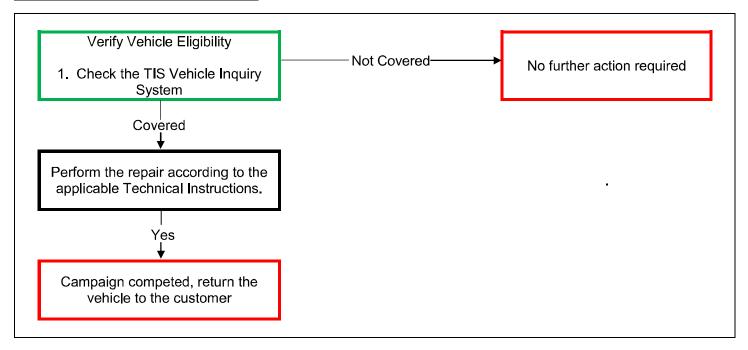
All Safety Recall, Service Campaign (SSC/LSC) parts are eligible for the Monthly Parts Return Program. Please refer to PANT Bulletin 2011-087 for campaign parts that are currently returnable under the Monthly Parts Return Program and for additional details.

Use the G04 parts lookup website to view the applicable parts for vehicles involved with this Safety Recall.

URL: https://toyota-g04-parts-lookup,imagespm.info

This website is for parts lookup only and will not order parts.

Warranty Reimbursement Procedure



Opcode	Description	Flat Rate Hours
CGG80A	Replace instrument panel junction block and both power sliding door wire harnesses. Apply update label to vehicle's Owner's Manual if applicable.	2.5 hrs/vehicle

- The flat rate times include 0.1 hours for administrative cost per vehicle for the dealership.
- For 2011 2014 model year vehicles, the shipping cost for ordering Owner's Manual update labels from the MDC can be claimed as sublet type ZZ under Op. Code CGG80A. Do not sublet the shipping cost of ordering an entire package of 20 Owner's Manual update labels or the claim will be rejected. Instead, use the below formula to determine sublet cost:

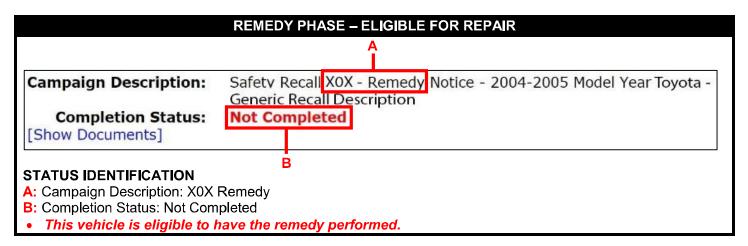
Subjet cost = (shipping cost for one package of 20 Owner's Manual Update Labels) / 20.

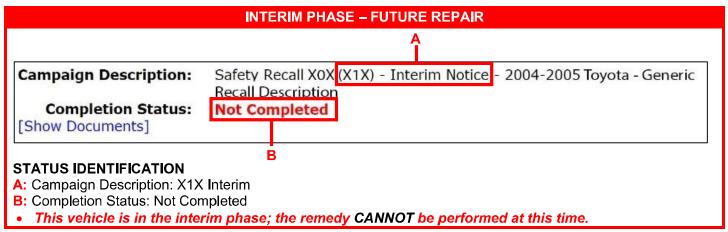
Claim Filing Accuracy and Correction Requests

It is the dealer's responsibility to file claims correctly for this Safety Recall. This claim filing information is used by Toyota for various government reporting activities; therefore, claim filing accuracy is crucial. If it has been identified that a claim has been filed using an incorrect opcode or a claim has been filed for an incorrect VIN, refer to Warranty Procedure Bulletin PRO17-03 to correct the claim.

Campaign Phase Interpretation

It is critical that each VIN is confirmed using TIS to determine if the vehicle is in the remedy or interim phase. Only perform the repair that is available for the specific VIN. *If a remedy repair is performed on an interim phase vehicle, the claim will be rejected.*





Customer Reimbursement

Reimbursement consideration instructions will be included in the owner letter.

Media Contacts

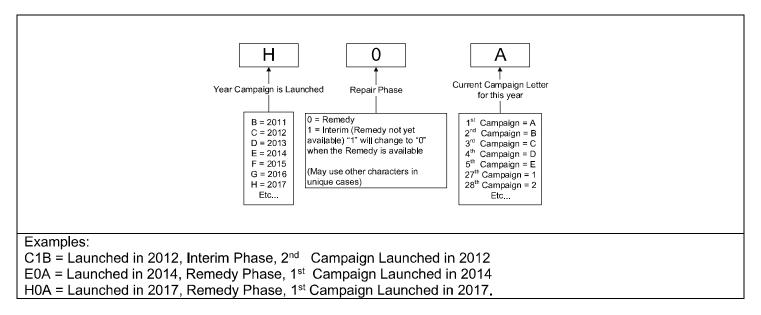
It is imperative that all media contacts (local and national) receive a consistent message. In this regard, all media contacts must be directed to Victor Vanov (469) 292-1318 in Toyota Corporate Communications. Please do not provide this number to customers. Please provide this contact only to media.

Customer Contacts

Customers who receive the owner letter may contact your dealership with questions regarding the letter and/or the Safety Recall. Please welcome them to your dealership and answer any questions that they may have. A Q&A is provided to assure a consistent message is communicated.

Customers with additional questions or concerns are asked to please contact the Toyota Customer Experience Center (1-888-270-9371) - Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.

Campaign Designation Decoder



Please review this entire package with your Service and Parts staff to familiarize them with the proper stepby-step procedures required to implement this Safety Recall.

Thank you for your cooperation. TOYOTA MOTOR SALES, U.S.A., INC.



Safety Recall G04 (Interim G14) – Remedy Notice Certain 2011 - 2016 Model Year Sienna Vehicles **Power Sliding Door**

Frequently Asked Questions Original Publication Date: July 12, 2017

Q1: What is the condition?

A1: In the involved vehicles, there is a possibility that, under certain limited conditions, if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

Q1a: Under what circumstances may the sliding door opening operation become impeded?

A1a: In the majority of cases, this condition has occurred in cold climate areas when the sliding door becomes frozen with ice, impeding the door opening operation.

Q2: What is Toyota going to do?

A2: Toyota is beginning a two-phase implementation of this remedy.

Phase 1:

Phase 1 covers the vast majority of vehicles involved in this recall and the remedy is currently available for these vehicles. For vehicles involved in Phase 1, Toyota will send, beginning in July 2017, an owner notification letter by first class mail advising owners to make an appointment with their authorized Tovota dealer to replace the instrument panel junction block and install new wire harnesses connecting it to the power sliding doors. If applicable, the dealer will also update the vehicle's Owner's Manual to match the updated equipment. These remedies will be provided at NO CHARGE.

Phase 2:

Phase 2 covers vehicles involved in this recall that are converted for side-entry wheelchair accessibility by an authorized Toyota mobility conversion company (BraunAbility, Vantage Mobility International [VMI], Eldorado National/Mobility). The remedy for these vehicles is still under development. Vehicles involved in Phase 2 will remain in the interim phase until the remedy is available. The remedy applicable to vehicles involved in Phase 1 IS NOT compatible with, and SHOULD NOT be performed on, vehicles involved in Phase 2.

Note: Siennas converted for rear-entry wheelchair accessibility by BraunAbility and Eldorado National/Mobility are included in Phase 1.

Phase	Notification Type	TIS Designation
1	Remedy	G04
2	Interim – Remedy Not Available	G14

Q2a: When will the remedy be available for Phase 2?

A2a: Toyota is currently developing the remedy specifically for vehicles converted for side-entry wheelchair accessibility by a Toyota authorized mobility conversion company. Due to the complexity of vehicles converted for side-entry wheelchair accessibility by a Toyota authorized mobility conversion company, Toyota is unable to estimate when the remedy will be available at this time. Toyota will update this document as soon as sufficient information becomes available.

- Q3: How do I determine which phase my vehicle is involved in?
- A3: Any Toyota dealer will confirm the phase that your vehicle is involved in. You may also confirm which phase your vehicle is involved in by visiting www.toyota.com/recall. You will need your full 17-digit Vehicle Identification Number (VIN) to confirm which phase your vehicle is involved in.
- Q4: Are ALL of the vehicles that are converted for wheelchair accessibility by a Toyota authorized mobility conversion company involved in Phase 2?
- A4: No. Only vehicles that are converted for side-entry wheelchair accessibility by a Toyota authorized mobility conversion company are involved in Phase 2. Vehicles converted for rear-entry wheelchair accessibility by a Toyota authorized mobility conversion company are compatible with the Phase 1 remedy and are involved in Phase 1.
 - Q4a: Who are the authorized mobility conversion companies?
 - A4a: Below is the list of companies that are authorized by Toyota to convert Sienna vehicles for side-entry wheelchair accessibility:
 - The Braun Corporation (BraunAbility)
 - Eldorado National/Mobility (through 2016)
 - Vantage Mobility International (VMI)
 - Q4b: How can I determine if one of the above companies converted my vehicle for side-entry wheelchair accessibility?
 - A4b: If one of the above companies converted your vehicle for side-entry wheelchair accessibility, your vehicle is involved in Phase 2 of this Safety Recall. Any Toyota dealer can confirm which phase your vehicle is involved with. You may also confirm which phase your vehicle is involved in by visiting www.toyota.com/recall. You will need your full 17-digit Vehicle Identification Number (VIN) to confirm which phase your vehicle is involved in.
 - Q4c: What if my vehicle is converted by a non-authorized mobility conversion company?
 - A4c: Vehicles that are converted by a non-authorized mobility conversion company have undergone an unauthorized modification to the factory condition of the vehicle. These vehicles may not be compatible with the remedy in their current modified condition. The vehicle would need to be returned to factory condition before the remedy can be performed.

Q5: Are there any warnings prior to the occurrence of this condition?

A5: If the condition occurs, the following symptoms may be present:

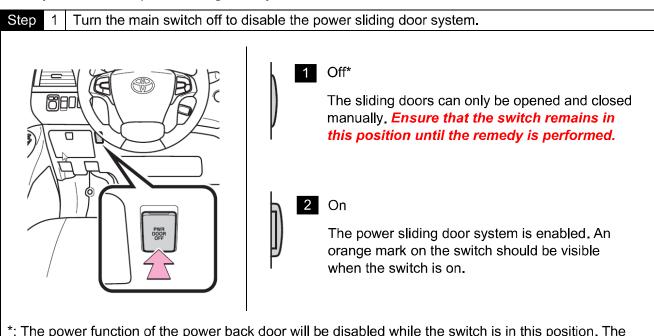
A warning buzzer will sound for a few seconds if the fuse opens during door operation and may sound again if further door operation is attempted. Also, if the latch on the power sliding door remains in the open position as a result of this condition, the power sliding door may not stay completely closed.

If the door begins to open while the vehicle is moving, a warning light, shown below, will illuminate on the instrument cluster and a warning buzzer will sound.

Warning Light	Warning light/Details/Actions
	Open door warning light (warning buzzer) Indicates that one or more of the doors or the back door is not fully closed

Q6: Can I do something to avoid the occurrence of the condition?

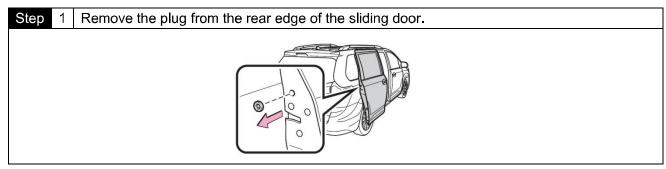
A6: Yes. To avoid the occurrence of the condition until the remedy is performed, Toyota strongly recommends that you disable the power sliding door system as described below.

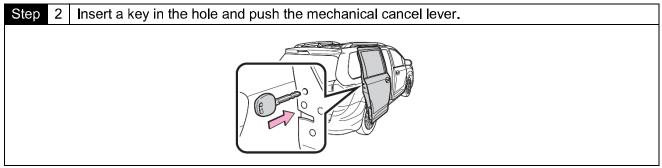


^{*:} The power function of the power back door will be disabled while the switch is in this position. The power back door can still be used manually.

Q7: If I experience the condition, can I do something to manually close the power sliding door?

A7: Yes. Push the mechanical lever in the power sliding door as described below and close the door manually. This process is also described in the owner's manual, included with the vehicle, in the following section: *Opening, closing, and locking the doors*.





Step 3 Close the door manually.

Q8: Which and how many vehicles are covered by this Safety Recall.

A8: There are approximately 744,400 certain 2011 – 2016 model year Sienna vehicles covered by this Safety Recall.

ſ	Phase	Model	Model Year	Approximate UIO	Production Period
Ī	1	Sienna	2011 – 2016	732,700	Early January 2010 – Mid-August 2016
Ī	2	Sienna	2011 – 2016	11,700	Early January 2010 – Early August 2016

Q8a: Are there any other Lexus/Toyota/Scion vehicles covered by this Safety Recall in the U.S.?

A8a: No, there are no other Lexus/Toyota/Scion vehicles covered by this Safety Recall.

Q9: How long will the repair take?

A9: The repair takes approximately 3 hours. However, depending upon the dealer's work schedule, it may be necessary to make the vehicle available for a longer period of time.

Q10: Should I bring my vehicle's Owner's Manual with me to my appointment with the dealer to have the remedy preformed?

A10: If your vehicle is 2011 – 2014 model year and also involved in Phase 1, please bring you vehicle's Owner's Manual with you to your appointment with the dealer to have remedy performed. The dealer will update the instrument panel fuse layout and amperage ratings listed in the *Do-it-yourself maintenance* section of your Owner's Manual to match the layout and amperage ratings of the fuses installed in the new instrument panel junction block that will be installed in your vehicle as part of the remedy. The layout and amperage ratings of the fuses installed in the new instrument panel junction block are also indicated on the cover of the new instrument panel junction block.

The dealer **DOES NOT** require your vehicle's Owner's Manual to complete the remedy. Please contact any authorized Toyota dealer to schedule an appointment to have the remedy performed as soon as possible regardless of whether you are able to bring your vehicle's Owner's Manual with you to the dealer.

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- Q11: What if I previously paid for repairs related to this Safety Recall?
- A11: Reimbursement consideration instructions will be provided in the owner letter.
- Q12: How does Toyota obtain my mailing information?
- A12: Toyota uses an industry provider who works with each state's Department of Motor Vehicles (DMV) to receive registration or title information, based upon the DMV records. Please make sure your registration or title information is correct.
- Q13: What if I have additional questions or concerns?
- A13: If you have additional questions or concerns, please contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.

EXHIBIT C

August 2, 2017



Sliding Door Abnormal Operation

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2011 - 2016	Sienna	

Introduction

Some 2011 – 2016 model year Sienna vehicles may exhibit power or manual sliding door front and rear latches simultaneously NOT latching due to corrosion on the latch lever pin of the front lock assembly. Additionally, some 2011 – 2015 model year Sienna vehicles may exhibit power sliding door abnormal closing operation due to internal corrosion in the latch switch of the rear lock assembly. Follow the procedures in this bulletin to address these conditions.

Production Change Information

This bulletin applies to vehicles produced **BEFORE** the Production Change Effective VINs shown below.

Front Lock Condition

MODEL	PLANT	DRIVETRAIN PRODUCTION CHANGE EFFECTIVE VIN	
Sienna	TNANAI	2WD	5TD#K3DC#GS705186
	ТММІ	4WD	5TD#K3DC#GS130859

Rear Lock Condition

MODEL	PLANT	DRIVETRAIN PRODUCTION CHANGE EFFECTIVE VIN	
Sienna	TN 4N 41	2WD 5TD#K3DC#FS672327	5TD#K3DC#FS672327
	TMMI	4WD	5TD#K3DC#FS123158



August 2, 2017

Sliding Door Abnormal Operation

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
BD1629	R & R Front Lock and Striker (One Side) Opposite Side		69370-08031	9A	84
BD1629A			69380-08031	9A	04
BD1630	R & R Rear Lock Assy Replacement (One Side)	0.9	69200-08020	87	73
BD1630A	Opposite Side		69300-08020	07	73
DD1621	R & R Front Lock and Striker and Rear		69370-08031 69380-08031	9A	84
BD1631	Lock Assy (One Side)	1.1	69200-08020 69300-08020	87	73

APPLICABLE WARRANTY

- This repair is covered under the Toyota Basic Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.
- Warranty application is limited to occurrence of the specified condition described in this bulletin.

Parts Information

Front Lock Condition

PART NUMBER		PART NAME	QTY
PREVIOUS	NEW	PART NAME	
69370-08031	04007-02308	Lock Assy, Slide Door, FR RH Kit	1
69380-08031	04007-02408	Lock Assy, Slide Door, FR LH Kit	1

Rear Lock Condition

PART NUMBER		PART NAME	QTY
PREVIOUS	NEW	- PART NAME	
69200-08020	04007-02108	Lock Assy, Power Slide Door, RH Kit	1
69300-08020	04007-02208	Lock Assy, Power Slide Door, LH Kit	1

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Sliding Door Abnormal Operation

Required Tools & Equipment

REQUIRED EQUIPMENT	SUPPLIER	PART NUMBER	QTY
Techstream 2.0*		TS2UNIT	
Techstream Lite	ADE	TSLITEPDLR01	1
Techstream Lite (Green Cable)		TSLP2DLR01	

NOTE

- Only ONE of the Techstream units listed above is required.
- Software version 12.10.018 or later is required.
- Additional Techstream units may be ordered by calling Approved Dealer Equipment (ADE) at 1-800-368-6787.

SPECIAL SERVICE TOOLS (SST)	PART NUMBER	QTY
Plastic Pry Tool Kit*	00002-06020-01	1

NOTE

Additional SSTs may be ordered by calling 1-800-933-8335.

Diagnosis Procedure

- 1. Check the sliding door cable, center hinge, and upper and lower roller condition.

 Are there ANY abnormal conditions (damaged cable, stiff hinge operation, etc.)?
 - YES Diagnose and repair, then continue to step 2.
 - NO Continue to step 2.
- 2. Using Techstream, perform a Health Check.

Are ANY current Diagnostic Trouble Codes (DTCs) for the power sliding door stored?

- YES Record stored DTCs, then continue to step 3.
- NO Continue to step 3.
- 3. Check the sliding door operation.
 - A. Turn OFF the power sliding door main switch.
 - B. Check the sliding door manual operation.

Are door latch functions inoperative when the door is at closing position?

- YES Continue to step 4, then proceed to the Front Lock Assembly and Striker Replacement procedure.
- NO Continue to step 4.

^{*} Essential SST.



August 2, 2017

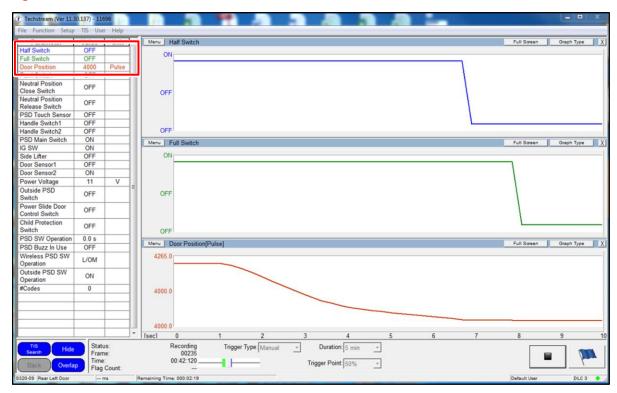
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Sliding Door Abnormal Operation

Diagnosis Procedure (Continued)

- 4. Check the data list for half and full latch switch ON/OFF conditions using Techstream.
 - A. Select "Rear Left Door" or "Rear Right Door" in the data list.
 - B. Double click Half Switch, Full Switch, and Door Position.

Figure 1.



C. Close the sliding door.

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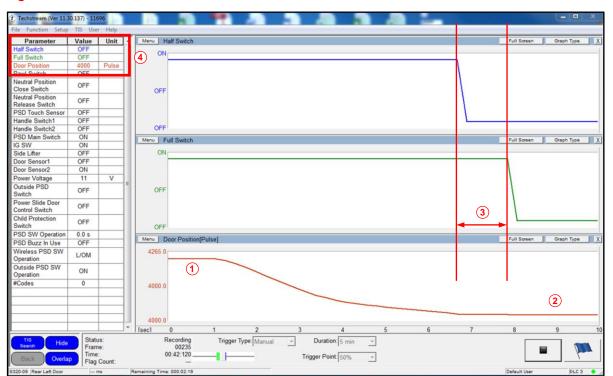
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Sliding Door Abnormal Operation

Diagnosis Procedure (Continued)

- D. Check the switch ON/OFF condition.
 - Do ANY of the following abnormal switch ON/OFF conditions appear?
 - (1) No time lag (Δ T) between half switch and full latch switch activation.
 - (2) The half switch stays ON or OFF regardless of the slide door position.
 - (3) The full switch stays ON or OFF regardless of the slide door position.
 - YES Proceed to the Rear Lock Assembly Replacement procedure.
 - NO This bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.

Figure 2.



1	Sliding Door Open
2	Sliding Door Closed

3	Time Lag (∆ T) Between Half and Full Switch Activation
4	Techstream Parameters



August 2, 2017

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Sliding Door Abnormal Operation

Repair Procedure

Front Lock Assembly and Striker Replacement

- Remove the front slide door lock assembly.
 Refer to the Technical Information System (TIS), applicable model and model year Repair Manual:
 - 2011 / 2012 / 2013 / 2014 / 2015 / 2016 Sienna:
 Vehicle Interior Door Lock "Door Lock: Slide Door Lock: Removal"
- 2. Install the slide door front lock assembly.
 - A. Apply MP grease to the sliding parts of the slide door front lock.
 - B. For correct sealing condition, push forward and hold the sliding door front lock to the door until two T30 torx screws are temporarily installed.

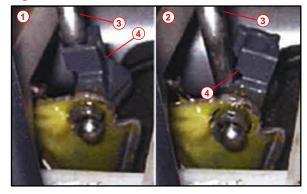
Figure 3.

1	Push
2	Screw

- C. Using a T30 torx socket wrench, install the slide door front lock with the three screws.

 Torque: 5.0 N*m (51 kgf*cm, 44 in*lbf)
- D. Connect the rod and attach the lock clip to the rod.

Figure 4.



1	OK Condition
2	NG Condition
3	Rod
4	Lock Clip

August 2, 2017

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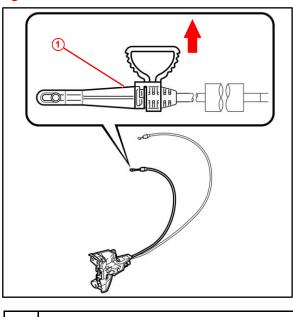
Sliding Door Abnormal Operation

Repair Procedure (Continued)

Front Lock Assembly and Striker Replacement (Continued)

E. Remove the clamp.

Figure 5.



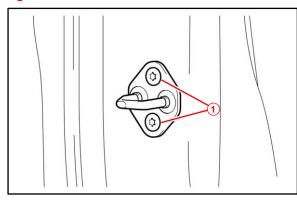
- 1 Clamp
- 3. Install the front slide door lock assembly.

Refer to TIS, applicable model and model year Repair Manual:

- 2011 / 2012 / 2013 / 2014 / 2015 / 2016 Sienna:
 Vehicle Interior Door Lock "Door Lock: Slide Door Lock: Installation"
- 4. Remove the slide door striker.

Using a T40 torx socket wrench, remove the two screws.

Figure 6.



1 Screw

August 2, 2017

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Sliding Door Abnormal Operation

Repair Procedure (Continued)

Front Lock Assembly and Striker Replacement (Continued)

- 5. Install the NEW striker and striker cover.
 - A. Check installation direction of the front striker and assemble the striker and striker cover. The pink marking of the cover should be located at the bottom.

Figure 7.



- 1 Bottom
- B. Check the striker direction, then set the striker and cover to the body. The pink marking should be located at the bottom.
- C. Apply thread lock or Loctite on the screws.
- D. Using a T40 torx socket wrench, install the screws.

Torque: 23 N*m (235 kgf*cm, 17 ft*lbf)





- 1 Top
- 6. Initialize the power window system and check door latch function.
- 7. Using Techstream, perform a Health Check and confirm there are no DTCs present.



August 2, 2017

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Sliding Door Abnormal Operation

Repair Procedure (Continued)

Rear Lock Assembly Replacement

1. Remove the rear slide door lock assembly.

Refer to TIS, applicable model and model year Repair Manual:

• <u>2011</u> / <u>2012</u> / <u>2013</u> / <u>2014</u> / <u>2015</u> Sienna:

Vehicle Interior – Door Lock – "Door Lock: Slide Door Lock: Removal"

2. Install the NEW rear slide door lock assembly.

Refer to TIS, applicable model and model year Repair Manual:

• <u>2011</u> / <u>2012</u> / <u>2013</u> / <u>2014</u> / <u>2015</u> Sienna:

Vehicle Interior – Door Lock – "Door Lock: Slide Door Lock: Installation"

3. Initialize the power window system and confirm that the power sliding door open/close function operates normally.

EXHIBIT D

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Toyota Motor Sales, USA, Inc. 19001 South Western Avenue Torrance, CA 90501 (310) 468-4000

Original Publication Date: August 3, 2017

To: All Toyota Dealer Principals, General Managers, Service Managers, and Parts Managers

Subject: Warranty Enhancement Program ZH5

Certain 2011 – 2015 Model Year Sienna Vehicles

Extension of Warranty Coverage for the Power Sliding Door Rear Lock Assemblies

In our continuing efforts to ensure the best in customer satisfaction, Toyota is announcing a Warranty Enhancement Program to extend the warranty coverage for the power sliding door rear lock assemblies on certain 2011 – 2015 model year Sienna vehicles.

Background

Toyota has received a number of reports regarding the power sliding door rear lock assemblies on certain 2011 – 2015 model year Sienna vehicles. In these reports, corrosion on the position sensor of the left and/or right power sliding door rear lock assembly caused that door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open positon.
- During power mode closing operation, the power sliding door cannot completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

Although the power sliding door rear lock assemblies are covered by Toyota's New Vehicle Limited Warranty for 3 years or 36,000 miles (whichever comes first), we at Toyota care about the customers' ownership experience. Toyota is now extending the warranty coverage for repairs relating to corrosion on the position sensor of the left and/or right power sliding door rear lock assembly that causes that door to exhibit one or more of the abnormal operations described above.

The following information is provided to inform you and your staff of the program notification schedule and your degree of involvement.

Warranty Enhancement Program Details

This Warranty Enhancement Program provides additional coverage to the vehicle's power sliding door rear lock assemblies beyond the vehicle's original "New Vehicle Limited Warranty". The specific condition covered by this program is when corrosion on the position sensor of the left and/or right power sliding door rear lock assembly causes that door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open positon.
- During power mode closing operation, the power sliding door cannot completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

If the condition is verified, the <u>affected</u> power sliding door rear lock assembly(s) will be replaced with a new one under the terms of this Warranty Enhancement Program.

• The warranty coverage provided by this Warranty Enhancement Program is applicable for 9 years from the vehicle's date of first use, regardless of mileage.

This coverage is for warranty work performed at an authorized Toyota dealer only. It is subject to the same terms and conditions set forth in the New Vehicle Limited Warranty Section of the Owner's Warranty Information booklet. For example, damage from abuse, an accident, theft and/or vandalism is not covered by the New Vehicle Limited Warranty or this Warranty Enhancement Program.

Covered Vehicles

There are approximately 647,500 vehicles covered by Warranty Enhancement Program. 1,600 vehicles covered by this Warranty Enhancement Program were distributed to Puerto Rico.

Model Name	Model Year	Production Period
Sienna	2011 – 2015	Early January 2010 – Early November 2015

Owner Letter Mailing Date

Toyota will begin to notify owners in August 2017 and notifications will be mailed over several months. A sample of the owner notification letter has been included for your reference.

Technician Training Requirements

The repair quality of covered vehicles is extremely important to Toyota. All dealership technicians performing this repair are required to successfully complete the most current version of the E-Learning course "Safety Recall and Service Campaign Essentials". To ensure that all vehicles have the repair performed correctly; technicians performing this repair are required to currently hold at least one of the following certification levels:

- Certified Technician (Any Specialty)
- Expert Technician (Any Specialty)
- Master Technician
- Master Diagnostic Technician

Always check which technicians can perform this repair by logging on to https://www.uotdealerreports.com. It is the dealership's responsibility to select technicians with the above certification level or greater to perform this repair. Carefully review your resources, the technician skill level, and ability before assigning technicians to this repair. It is important to consider technician days off and vacation schedules to ensure that there are properly trained technicians available to perform this repair at all times.

Remedy Procedures

Technical instructions for this warranty extension program can be found in T-SB-0244-17.

Parts Ordering Process - Non SET and GST Parts Ordering Process

Due to potentially limited availability, the parts may have been placed on either Manual Allocation Control (MAC) or Dealer Ordering Solutions (DOS). As the parts inventory changes, the ordering process may change. Please check the Toyota Special Activities MAC/DOS report on Dealer Daily for the most up-to-date parts ordering information.

As this is an extension of the warranty, most customers will only request reimbursement from TMS for past replacements; dealers should not increase their stock of related repair parts. *Dealers are requested to only order parts for vehicles experiencing this condition only.* **DO NOT ORDER FOR STOCK.** As always, if a customer experiences the condition described, dealers should conduct appropriate diagnosis and order the applicable parts.

Refer to Warranty Policy Bulletin POL17-14 for additional parts ordering information.

All Warranty Enhancement Program (WEP) parts are eligible for the Monthly Parts Return Program. Please refer to PANT Bulletin 2011-087 for campaign parts that are currently returnable under the Monthly Parts Return Program and for additional details.

Warranty Reimbursement Procedure

Refer to Warranty Policy Bulletin POL17-14 for warranty claim processing instructions. *All parts replaced for this repair are subject to warranty part recovery.*

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Warranty Enhancement Program ZH5 - D - Page | 3

Claim Filing Accuracy and Correction Requests

It is the dealer's responsibility to file claims correctly for this Warranty Enhancement Program. This claim filing information is used by Toyota for various government reporting activities; therefore, claim filing accuracy is crucial. If it has been identified that a claim has been filed using an incorrect opcode or a claim has been filed for an incorrect VIN, refer to Warranty Procedure Bulletin PRO17-03 to correct the claim.

Customer Reimbursement

Reimbursement consideration instructions will be included in the owner letter.

Media Contacts

It is imperative that all media contacts (local and national) receive a consistent message. In this regard, all media contacts must be directed to Victor Vanov (469) 292-1318 in Toyota Corporate Communications. Please do not provide this number to customers. Please provide this contact only to media.

Customer Contacts

Customers who receive the owner letter may contact your dealership with questions regarding the letter and/or the Warranty Enhancement Program. Please welcome them to your dealership and answer any questions that they may have. A Q&A is provided to assure a consistent message is communicated.

Customers with additional questions or concerns are asked to please contact the Toyota Customer Experience Center (1-888-270-9371) - Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.

Thank you for your cooperation. TOYOTA MOTOR SALES, U.S.A., INC.



Warranty Enhancement Program ZH5
Certain 2011 – 2015 Model Year Sienna Vehicles
Extension of Warranty Coverage for the Power Sliding Door Rear Lock Assemblies

Frequently Asked Questions

Original Publication Date: August 3, 2017

Q1: What is the condition?

A1: Toyota has received a number of reports regarding the power sliding door rear lock assemblies on certain 2011 – 2015 model year Sienna vehicles. In these reports, corrosion on the position sensor of the left and/or right power sliding door rear lock assembly caused that door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open positon.
- During power mode operation, the power sliding door is unable to completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

Q2: What is Toyota going to do?

A2: Toyota will send (in phases consistent with parts availability and repair capacity) starting in August 2017, an owner notification by first class mail advising owners of this Warranty Enhancement Program.

If the owner experiences the condition described above, he/she should contact the local authorized Toyota dealership for diagnosis. If the condition is verified in one or both of the power sliding door rear lock assemblies, the dealer will replace the <u>affected</u> power sliding door rear lock assembly(s) with a new one at **NO CHARGE.**

Q3: Which and how many vehicles are covered by this Warranty Enhancement Program?

A3: There are approximately 647,500 vehicles covered by this Warranty Enhancement Program.

Model Name	Model Year	Production Period
Sienna	2011 – 2015	Early January 2010 – Early November 2015

Q3a: Are there any other Lexus/Toyota/Scion vehicles covered by this Warranty Enhancement Program in the U.S.?

A3a: No, there are no other Lexus/Toyota/Scion vehicles covered by this Warranty Enhancement Program.

Q4: What are the details of this coverage?

A4:

This Warranty Enhancement Program provides enhanced coverage to the vehicle's "New Vehicle Limited Warranty" as it applies to the power sliding door rear lock assemblies. If the condition is verified in one or both of the power sliding door rear lock assemblies, the <u>affected</u> power sliding door rear lock assembly(s) will be replaced with a new one under the terms of this under the terms of this Warranty Enhancement Program.

This Warranty Enhancement Program provides additional coverage to the vehicle's power sliding door rear lock assemblies beyond the vehicle's original "New Vehicle Limited Warranty". The specific condition covered by this program is when corrosion on the position sensor of the left and/or right power sliding door rear lock assembly causes that power sliding door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open position.
- During power mode closing operation, the power sliding door cannot completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

If the condition is verified, the <u>affected</u> power sliding door rear lock assembly(s) will be replaced with a new on under the terms of their Warranty Enhancement Program.

• The warranty coverage provided by this Warranty Enhancement Program is applicable for 9 years from the vehicle's date of first use, regardless of mileage.

This coverage is for warranty work performed at an authorized Toyota dealer only. It is subject to the same terms and conditions set forth in the New Vehicle Limited Warranty Section of the Owner's Warranty Information booklet. For example, damage from abuse, an accident, theft and/or vandalism is not covered by the New Vehicle Limited Warranty or this Warranty Enhancement Program.

Q5: What should an owner do if experiencing this condition?

A5: If an owner thinks that he/she has experienced the condition described in this Warranty Enhancement Program, a local Toyota dealer should be contacted for appropriate diagnosis and repair. If the condition is verified as being in accordance with the terms of the warranty extension, the repair will be performed at **NO CHARGE.**

Q5a: What if the diagnosis is performed and my vehicle is not covered by the Warranty Enhancement Program?

A5a: Please be aware that, if the condition is not covered by this Warranty Enhancement Program, you may be responsible for the initial diagnostic fees and any other repairs you may decide to have performed. Any authorized Toyota Dealership can determine if a condition is covered by this Warranty Enhancement Program.

Q5b: What if an owner HAS NOT experienced this condition but would like to have the repair completed?

A5b: This Warranty Enhancement Program only applies to vehicles that have exhibited the condition described above. If an owner has not experienced the condition, he/she is asked to apply the Warranty Enhancement Program notification sticker to the Owner's Warranty Information Booklet for future reference.

Q6: Are there any warnings that the condition exists?

A6: The open door warning light, shown below, will illuminate on the instrument cluster and a buzzer will sound if the left and/or right power sliding door cannot completely close and latch as a result of the condition.

Warning Light	Warning light/Details/Actions
	Open door warning light (warning buzzer) Indicates that one or more of the doors or the back door is not fully closed

Q7: Which parts are covered by this Warranty Enhancement Program?

A7: The following parts are covered by this warranty enhancement program

- LH power sliding door rear lock assembly. (This part is located inside of the LH power sliding door.)
- RH power sliding door rear lock assembly. (This part is located inside of the RH power sliding door.)

Note: Both of the above parts are covered by this Warranty Enhancement Program. However, only parts that are verified to be affected by the condition will be replaced under the terms of this Warranty Enhancement Program.

Q8: How long will the repair take?

A8: The repair time ranges between 45 minutes and 1.5 hours depending upon which parts require replacement. However, depending upon the dealer's work schedule, it may be necessary to make the vehicle available for a longer period.

Q9: What if I previously paid for repairs related to this Warranty Enhancement Program?

A9: Reimbursement consideration instructions will be provided in the owner letter.

Q10: How does Toyota obtain my mailing information?

A10: Toyota uses an industry provider who works with each state's Department of Motor Vehicles (DMV) to receive registration or title information, based upon the DMV records. Please make sure your registration or title information is correct.

Q11: What if I have additional questions or concerns?

A11: If you have additional questions or concerns, please contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.

TOYOTA

Toyota Motor Sales, USA, Inc. 19001 South Western Avenue Torrance, CA 90501 (310) 468-4000

WARRANTY ENHANCEMENT NOTIFICATION – ZH5

[VIN]

Dear Toyota Owner:

At Toyota, we are dedicated to providing vehicles of outstanding quality and value. As part of our continual efforts to ensure customer satisfaction, Toyota would like to advise you of an enhancement to portions of your Toyota New Vehicle Limited Warranty.

Toyota has received a number of reports regarding the power sliding door rear lock assemblies on certain 2011 – 2015 model year Sienna vehicles. In these reports, corrosion on the position sensor of the left and/or right power sliding door rear lock assembly caused that door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open positon.
- During power mode closing operation, the power sliding door cannot completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

While the majority of vehicles will not experience this condition, we are offering the following New Vehicle Warranty Extension:

Warranty Enhancement Program Details

This Warranty Enhancement Program provides additional coverage to the vehicle's power sliding door rear lock assemblies beyond the vehicle's original "New Vehicle Limited Warranty". The specific condition covered by this program is when corrosion on the position sensor of the left and/or right power sliding door rear lock assembly causes that door to exhibit one or more of the abnormal operations described below:

- During power mode closing operation, as the power sliding door reaches the nearly closed position, the door reverses and moves toward the open position.
- During power mode closing operation, the power sliding door cannot completely close and latch.
- The power mode closing operation of the power sliding door is inoperative.

If the condition is verified, the <u>affected</u> power sliding door rear lock assembly(s) will be replaced with a new one under the terms of this Warranty Enhancement Program.*

 The warranty coverage provided by this Warranty Enhancement Program is applicable for 9 years from the vehicle's date of first use, regardless of mileage.

Please note that this coverage is for warranty work performed at an authorized Toyota dealer only.

This Warranty Enhancement Program is limited to your specific vehicle whose Vehicle Identification Number (VIN) is printed below and is subject to the same terms and conditions set forth in the New Vehicle Limited Warranty Section of your Owner's Warranty Information booklet. For example, damage from abuse, an accident, theft and/or vandalism is not covered by the New Vehicle Limited Warranty or this Warranty Enhancement Program.

*Please see your Toyota dealer for additional details	VIN#	
	Date of First Use	

Peel and Stick Label onto the Owner's Warranty Information Booklet

What should you do?

Please apply the sticker above to your Owner's Warranty Information Booklet for future reference. If you have not experienced the condition described above, there is no action necessary at this time.

If you have experienced this condition, please contact any authorized Toyota dealer and make arrangements for diagnosis and, if applicable, repair.

If you would like to update your vehicle ownership or contact information, please go to www.Toyota.com/ownersupdate. You will need your full 17-digit Vehicle Identification Number (VIN) to input the new information.

Customers with additional questions or concerns are asked to please contact the Toyota Customer Experience Center (1-888-270-9371) - Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.

If you have previously paid for repairs related to this condition, please mail a copy of your repair order, proof-of-payment, and ownership information to the following address for reimbursement consideration:

Toyota Customer Experience Center - TSR Toyota Motor Sales, USA, Inc. c/o Toyota Motor North America, Inc. P O Box 259001 – SSC/CSP Reimbursements Plano. Texas 75025-9001

Please refer to the attached Reimbursement Checklist for required documentation details.

We have sent this notice in the interest of your continued satisfaction with our products, and we sincerely regret any inconvenience this condition may have caused you.

Thank you for driving a Toyota.

Sincerely,

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

TOYOTA

Toyota Motor Sales, USA, Inc. 19001 South Western Avenue Torrance, CA 90501 (310) 468-4000

WARRANTY ENHANCEMENT PROGRAM FREQUENTLY ASKED QUESTIONS

ZH₅

Q1: Is this a recall?

A1: No. This is not a recall. At Toyota, we are dedicated to providing vehicles of outstanding quality and value. As part of our continual efforts to help ensure customer satisfaction, Toyota is advising you of this Enhancement to the Warranty Coverage.

Q2: If my vehicle does not have this condition, do I need to make an appointment with my dealership?

A2: No, you do not need to take your vehicle to a dealership unless your vehicle is exhibiting the condition described in this letter. If you have not experienced this condition, please apply the sticker to your *Owner's Warranty Information booklet* for future reference.

Q3: What should I do if my vehicle has the condition described?

A3: If you experience this condition, please contact any authorized Toyota dealer and make arrangements for diagnosis and, if applicable, repair.

Q3a: What if the diagnosis is performed and my vehicle is not covered by the Warranty Enhancement Program?

A3a: Please be aware that, if the condition is not covered by this Warranty Enhancement Program, you may be responsible for the initial diagnostic fees and any other repairs you may decide to have performed. Any authorized Toyota Dealership can determine if a condition is covered by this Warranty Enhancement Program.

Q4: Are there any warnings that the condition exists?

A4: The open door warning light, shown below, will illuminate on the instrument cluster and a buzzer will sound if the left and/or right power sliding door cannot completely close and latch as a result of the condition.



Q5: Which parts are covered by this Warranty Enhancement Program?

A5: The following parts are covered by this Warranty Enhancement Program:

- LH power sliding door rear lock assembly. (This part is located inside of the LH power sliding door.)
- RH power sliding door rear lock assembly. (This part is located inside of the RH power sliding door.)

Note: Both of the above parts are covered by this Warranty Enhancement Program. However, only parts that are verified to be affected by the condition will be replaced under the terms of this Warranty Enhancement Program.

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Q6: Is the Warranty Enhancement Program coverage transferable if I sell my vehicle?

A6: Yes, this Warranty Enhancement coverage is fully transferrable to subsequent vehicle owners for the condition and terms specified in the notification letter.

Q7: How long will the repair take?

A7: If the condition is present on your vehicle, the repair will range between 45 minutes and 1.5 hours depending upon which parts require replacement. However, depending upon the dealer's work schedule, it may be necessary to make the vehicle available for a longer period.

Q8: What if I have additional questions or concerns?

A8: If you have additional questions or concerns, please contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 7:00 am to 7:00 pm, Saturday 7:00 am to 4:30 pm Central Time.



EXHIBIT E



Toyota Motor Engineering & Manufacturing North America, Inc.

Vehicle Safety & Compliance Liaison Office 19001 South Western Avenue Torrance, CA 90501

November 22, 2016

DEFECT INFORMATION REPORT

1. Vehicle Manufacturer Name:

Toyota Motor Manufacturing, Indiana, Inc. ["TMMI"] 4000 Tulip Tree Drive, Princeton, IN 47670-4000

Affiliated U.S. Sales Company:

Toyota Motor Sales, USA, Inc. ["TMS"] 19001 South Western Avenue, Torrance, CA 90501

2. <u>Identification of Involved Vehicles and Affected Components:</u>

Based on production records, we have determined the involved vehicle population as in the table below.

Make/Car Line	Model Year	Manufacturer	Production Period
Toyota / Sienna	2011-2016	TMMI	January 4, 2010 through August 12, 2016

Applicability	Part Number	Part Name	Component Description
	applicable		

Note: The fuse indicated in the Description of Problem is operating as designed; the issue is the performance of the sliding door under certain limited operating conditions.

- (1) Although the involved vehicles are within the above production period range, not all vehicles in this range were sold in the U.S.
- (2) Other Toyota/Lexus vehicles are not included in this recall because they do not have the sliding door mechanism described in this report, or they utilize a different design in the sliding door motor circuit which does not have the concern described below.

3. <u>Total Number of Vehicles Potentially Involved:</u>

744,437

4. Percentage of Vehicles Estimated to Actually Contain the Defect:

Unknown

5. <u>Description of Problem:</u>

The subject vehicles are equipped with power sliding doors which contain motors to open or close the door based upon certain inputs. There is a possibility that, under certain limited conditions which impede the opening of the door, such as when the door becomes frozen with ice, the sliding door motor could stall when the door is operated. If the motor stalls, high current in the door motor circuit could be generated, operating the fuse for the door motor. If the fuse is operated with the sliding door latch mechanism in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

6. <u>Chronology of Principal Events</u>:

<u>January</u>, 2014 - Mid April, 2015

In January 2014, Toyota received a dealer report from the U.S. market indicating that the left side sliding door would not close properly in a 2014 Sienna. During the inspection of the vehicle by the dealer technician, it was found that the fuse for the sliding door motor had operated. It was also confirmed that the door cable was not attached to the latch mechanism in the front lock assembly and that the cable end was bent. The sliding door front lock assembly was returned to the supplier for investigation; it was found that the latch mechanism functioned normally when the cable end was set back into place and there was no dimensional abnormality of the cable which could lead to the cable detachment. Toyota also confirmed the current production condition of the cable installation process and found no abnormalities. Toyota concluded that this report was an isolated case and decided to monitor the field.

Between February, 2014 and mid-April, 2015, Toyota received an additional three dealer reports and one Field Technical Report from the U.S. market indicating that a sliding door would not close/latch properly and that the fuse for the sliding door motor had operated. An inspection of these vehicles and investigation of the recovered parts found binding in the rear lock mechanism of some vehicles possibly caused by corrosion/debris in the rear lock. However, no specific trend was identified at the time, and Toyota continued its investigation and monitoring of the field.

November, 2015 - Late April, 2016

In November, 2015, Toyota received three Field Technical Reports from the U.S. market indicating that the left side sliding door would not latch. Two of the three reports also indicated that the left side sliding door opened while driving. Toyota inspected the vehicles

and confirmed that the fuse for the sliding door motor had operated; however, no corrosion was observed in the rear lock assembly of these vehicles. One of the three reports indicated that the operation of the fuse occurred at low temperatures. To understand the phenomenon's potential relationship to temperature and investigate the cause of the operated fuse, Toyota collected the lock assemblies, slide door motors, and wire harness from two of three inspected vehicles mentioned above.

In parallel with vehicle and part investigation efforts, between December, 2015 and April, 2016, Toyota continued to sporadically receive Field Technical Reports and warranty claims, and analyzed those that related to operation of the sliding door motor fuse. It was found that complaints of difficulty in proper closing of the sliding door related to an operated door motor fuse increased during the winter season and were concentrated in cold climate areas. Based on this analysis, and in order to duplicate the scenario of the operated fuse, Toyota conducted a series of duplication tests specifically focused on seasonality factors.

May 2016 - Early November, 2016

Toyota continued its investigation and duplication efforts, analyzing various components of the sliding door. Based on the investigation and duplication testing results, it was determined that, under certain limited conditions which impede the opening of the door, such as when the door becomes frozen with ice, the sliding door motor could stall when the door is operated, which could generate high current in the door motor circuit and result in the operation of the fuse for the door motor. If the fuse is operated with the sliding door latch mechanism in an unlatched position, the door may not close properly if opened, and in limited circumstances, could open while driving.

November 17, 2016

Based on the results of the above investigation, Toyota decided to conduct a voluntary safety recall campaign.

As of November 8, 2016, based on a diligent review of records, Toyota's best engineering judgment is that there are 9 Toyota Field Technical Reports (including one unverified report) and 390 unverified warranty claims that have been received from U.S. sources that relate to this condition and which were considered in the decision to submit this report. Multiple counts of the same incident are counted separately.

7. Description of Corrective Repair Action:

TBD

Reimbursement Plan for pre-notification remedies

The owner letter will instruct vehicle owners who have paid to have this condition remedied prior to this campaign to seek reimbursement pursuant to Toyota's General Reimbursement Plan.

8. <u>Recall Schedule</u>:

Interim notifications to owners of the affected vehicles will occur by January 21, 2017. A copy of the draft owner notification letter will be submitted as soon as available.

9. <u>Distributor/Dealer Notification Schedule:</u>

Notifications to distributors/dealers will be sent on November 22, 2016. Copies of dealer communications will be submitted as they are issued.

10. <u>Manufacturer's Campaign Number:</u>

G04

EXHIBIT F



Technical Service BULLETIN

April 19, 2004



Introduction

In some instances, customers with 2004 model year Sienna vehicles may experience power sliding door inoperative conditions. A new Power Slide Door Motor, Center Bracket No. 1, and Center Hinge have been made available to improve the durability of this system.

Applicable Vehicles

 2004 model year Sienna vehicles produced BEFORE the Production Change Effective VINs shown below,

NOTE:

This repair is only to be performed on a door that has experienced the above condition, not both doors of the vehicle.

Production Change Information

MODEL	TYPE	PRODUCTION CHANGE EFFECTIVE VIN
Clare	2WD	5TDZA2#C#4S092228
Slenna	AWD	5TDBA2#C#4S010887

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
EL4001	R & R Power Slide Door Motor (Right Side)	3.7	85620-08040	~~ ^	40
EL4002	R & R Power Slide Door Motor (Left Side)	3.7	85 620-08 050	12	12

Applicable Warranty*:

This repair is covered under the Toyota Comprehensive Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.

^{*} Warranty application is limited to correction of a problem based upon a customer's specific complaint.

April 19, 2004

Parts Information

SIDE PREVIOUS PART NUMBER		CURRENT PART NUMBER	PART NAME	QTY
	8562008040	85620-08041	Motor & Cable Assembly; Power Slide Door	1
Right	6838008030	68380-08031	Center Hinge, Power Slide Door*	1
	6876508010	68765-08011	Bracket, Center No. 1	1
Left	85620-08050	85620-08051	Motor & Cable Assembly, Power Silde Door	1
	68390-08030	68390-08031	Center Hinge, Power Silde Door*	1
	6876608010	68766-08011	Bracket, Center No. 1	1

* NOTE:

The new Center Hinge must be subjet for finishing per CRIB Bulletin No. 138.

Repair Procedure

Remove Power Slide Door Motor, Cable Assembly, and Center Hinge.

BEFORE BEGINNING PROCEDURE:

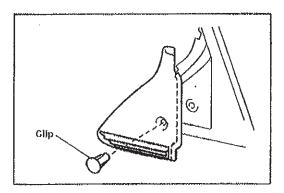
Ensure that the Center Hinge has returned from the finishing process (sublet as noted above).

- Remove Slide Door Window Garnish.
 - A. Fully open the slide door window.
 - B. Remove the glass run.
 - Using a screwdriver, disengage the clip and remove the garnish.

HINT:

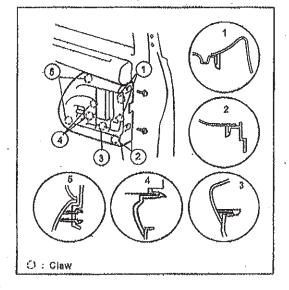
Tape the screwdriver tip before use.

D. Using the taped screwdriver, disengage the 2 claws and remove the inner weatherstrip from the garnish.



Repair Procedure (Continued)

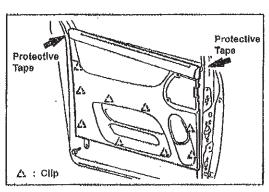
- 2. Remove Side Trim Board Cover Rear.
 - A. Remove the 2 screws.
 - B. Using the taped screwdriver, disengage the 8 claws and remove the cover together with the window control switch.
 - Remove the 2 screws and window control switch.



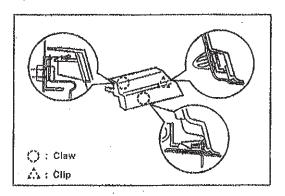
- 3. Remove Rear Door Trim Board Sub-assembly.
 - A. Remove the screw.
 - B. Using the taped screwdriver, disengage the 9 clips and remove the trim board.

HINT:

In order to prevent the door panel from being damaged, cover the areas with protective tape as indicated by the arrows in the Illustration.

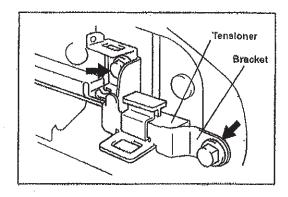


- 4. Remove Rail End Molding.
 - A. Open the quarter glass.
 - B. Using the taped screwdriver, disengage the clip and 2 claws, and remove the rall end molding.

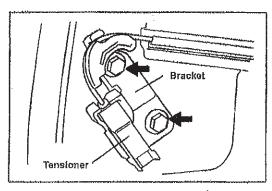


Repair Procedure (Continued)

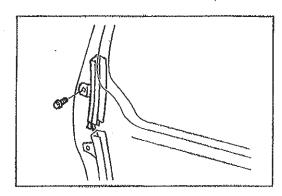
- 5. Remove Center Bracket No. 2.
 - A. Remove the 2 bolts and Center Bracket No. 2 together with the tensioner (color: white).
 - B. Remove the tensioner from Center Bracket No. 2.



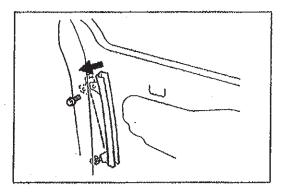
- 6. Remove Center Bracket No. 1.
 - A. Remove the 2 boits and Center Bracket No. 1 together with the tensioner (color: black).
 - B. Remove the tensioner from Center Bracket No. 1.



- Remove Slide Door Window Assembly LH.
 - A. With Sunshade:
 Remove the sun shade hook.
 - B. Remove the bolt and window frame.



- C. Remove the bolt.
- D. Loosen the nut,
- E. Push the rear lower window frame in the direction indicated by the arrow in the illustration.

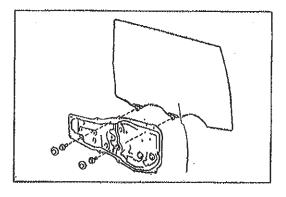


Repair Procedure (Continued)

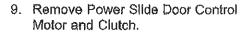
- F. Remove the 2 hole plugs.
- G. Move the window until the bolts appear in the service holes.

CAUTION:

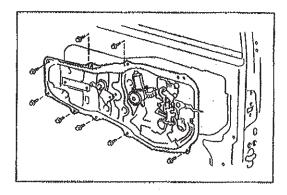
- . Do not damage the window.
- When the bolts are removed, the window may fall and become deformed.
- H. Remove the 2 bolts and window.

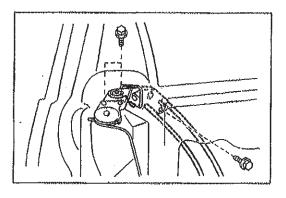


- 8. Remove Power Slide Door Attachment Assembly.
 - A. Disconnect the connectors from the lock actuator, power window regulator motor, lock release motor and power slide door lock.
 - B. Disengage the control wires.
 - C. Remove the 8 bolts and attachment control.



 Remove the 3 bolts from the upper part of the control motor and clutch.





POWER SLIDING DOOR INOPERATIVE - EL004-04

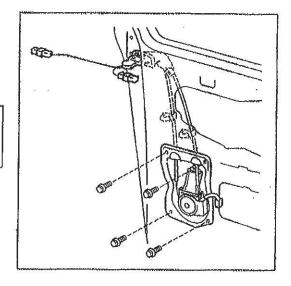
April 19, 2004

Repair Procedure (Continued)

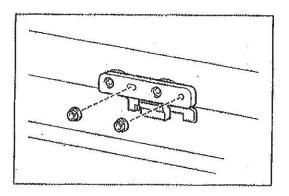
- B. Remove the 2 clips and 4 bolts from the lower part of the control motor and clutch.
- Remove the control motor and clutch.

HINT:

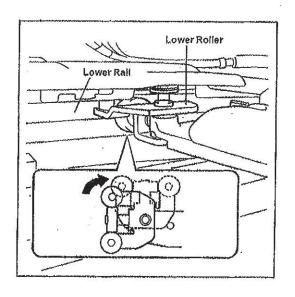
Remove the motor and clutch through the service hole.



- 10. Remove Open Stop.
 - A. Remove the 2 nuts and open stop.



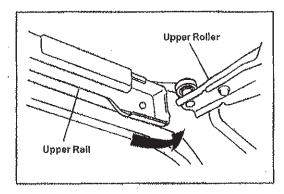
- 11. Disengage Lower Roller from Track.
 - A. Rotate the base of the slide door lower roller in the direction indicated by the arrow in the illustration and then remove the roller from the cut area of the lower rail from the body side.



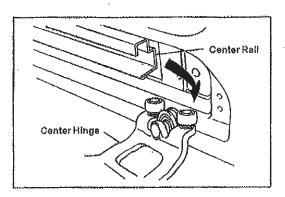
POWER SLIDING DOOR INOPERATIVE -- EL004-04

Repair Procedure (Continued)

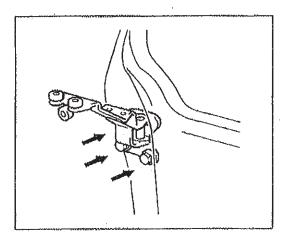
- 12. Disengage Upper Roller from Track.
 - A. Move the slide door rearward and then remove the slide door upper roller from the cut area in the rear part of the slide door upper rail.



- 13. Remove the Slide Door.
 - A. Move the slide door further rearward and then remove the slide door center hinge from the rear part of the slide door center rail. Then, remove the slide door.
 - B. Carefully lower door onto a blanket or other protective material.



- 14. Remove Slide Door Center Hinge Assembly.
 - A. Remove the 3 bolts and hinge.
 - B. LH side: Remove the cover.



15. Reinstall with updated parts in reverse order of disassembly.

EXHIBIT G



Technical Service BULLETIN

December 6, 2006

Title: SLIDING DOOR DIAGNOSTIC TIPS

'98 - '03 Sienna

BO027-06

TSB UPDATE NOTICE:

The information contained in this TSB supercedes TSB No. BO012-01. TSB No. BO012-01 is now obsolete and should be discarded.

Introduction

This bulletin provides a summary of helpful repair suggestions for sliding doors on 1998 – 2003 model year Sienna vehicles.

- The "possible causes" listed in this bulletin are provided as a guide.
- The root cause may vary from vehicle to vehicle and some causes may not be listed.

Applicable Vehicles

• 1998 – 2003 model year Sienna vehicles.

Reference

For more information, refer to the following on the Technical Information System (TIS):

- 1999 model year Sienna New Car Features
- TSB No. BO019-98, "Sliding Door Exterior Handle Improvement"
- TSB No. BO002-99, "Sliding Door Exterior Handle Improvement"
- TSB No. BO003-99, "Sliding Door Creak Noise Reduction"
- TSB No. BO003-00, "Power Sliding Door Diagnostic Procedure"
- TSB No. BO027-00, "Sliding Door Handle Push Button Operation"
- TSB No. BO024-06, "Dual Power Sliding Door Initialization"
- TSB No. BO026-06, "Power Sliding Door Cable Adjustment Procedure"
- 2000 model year Sienna Repair Manual

Warranty Information

OP CODE DESCRIPTION		TIME	OFP	T1	T2
N/A Not Applicable to Warranty		_	_	-	_



Functional Issues

CONDITION	POSSIBLE CAUSE	COMMON REPAIR
	The power sliding door ECU lost memory. If the battery was disconnected, recharged, or lost some charge, the ECU will lose memory.	 Reset the ECU according to the re-initialization process shown in Step 2 of TSB No. BO003-00, "Power Sliding Door Diagnostic Procedure". Vehicles with <u>dual</u> power sliding doors should be re-initialized according to TSB No. BO024-06, "Dual Power Sliding Door Initialization".
	 The motor drive cable sheathing may have come loose and jammed the motor. 	 Motor assembly replacement is necessary, only if the cables are damaged.
	 The motor drive cable tension is <u>visibly</u> loose. Loose cables can cause the sheathing to come loose. 	Adjust cable tension according to the procedure in TSB No. BO026-06, "Power Sliding Door Cable Adjustment Procedure".
Does NOT	Sliding door ECU malfunction Poor connection to the sliding door ECU	Test with a known good ECU to confirm ECU failure. Replace the ECU on 1999 – 2000 models with VIN before YU193454, according to TSB No. BO003-00, "Power Sliding Door Diagnostic Procedure".
Open/Close Properly in Power Mode Door Does NOT Move Door Closes But Re-opens	If dash light is ON, check for trouble codes, as described in TIS, applicable model year Sienna Repair Manual: Power Slide Door Control System.	• If DTC No. 1 – 3 occurs, follow the procedure in TSB No. BO003-00, "Power Sliding Door Diagnostic Procedure," because the problem may NOT be in the motor. Refer to the "Repair Procedure" section of this bulletin for additional information on conditions that cause the dash light ON.
Door Moves Part Way	Excessive free play in the front and rear latch release cables	Adjust play by bending cable brackets located inside of the door.
	Door edge protectors cause interference	Remove the door edge protectors from the sliding door and front doors.
	Dirty contacts on the electronic junction block (located in the B-pillar door jamb) Inspect for damage or loose connections.	Clean the contacts of electronic junction block. Repair or replace damaged parts, as necessary.
	Dirty weatherstrip	 Clean all soda spills or other sticky substances that may have accumulated on the weatherstrip and door.
	Dirt in the roller rails	Remove dirt from the roller rails. Remove
	Dents or bent section in the rails	dents and straighten bent sections in the rails. Replace rails, if necessary.
	Slide door lock controller has sticking or intermittent condition.	 Check using procedure (modes) described in diagnostics section of repair manual. Replace slide door lock controller as needed.
	Rear latch detent switch not sending four signals	Check with diagnostics mode 2.Replace as necessary.

Functional Issues (Continued)

CONDITION	POSSIBLE CAUSE	COMMON REPAIR
T	 Rail bent or widened condition 	Replace the upper slide door rail.
Top Roller Comes Out of Rail Guide	 The stopper at the end of the rail is loose or missing. 	Replace the stopper as needed.
Door Does Not Lock in Full Open Position	Full open stop latch assembly is damaged.	Replace the full open stop latch assembly.
Left Door Opens Half Way	 Fuel door half stopper cable damaged. 	Adjust the cable. Replace the cable, if damaged.
Difficult to Open	Dirty weatherstrip.	Clean all soda spills or other sticky substances that may have accumulated on weatherstrip and door.
Difficult to Open Manually	Inside handle release button damaged.	Replace inside handle release button assembly according to TSB No. BO027-00, "Sliding Door Handle Push Button Operation".
	Door out of adjustment.	Adjust levelness of the door, according to Repair Manual.
Dragging Open/Close	 Running board rubs against the bottom of the sliding door. 	Adjust running board to proper position and assure clearance from the door.
Manually	 Roller rails have bent or warp condition. Dirt or debris in the rails and rollers. 	Clean rails and rollers. Replace damaged parts.

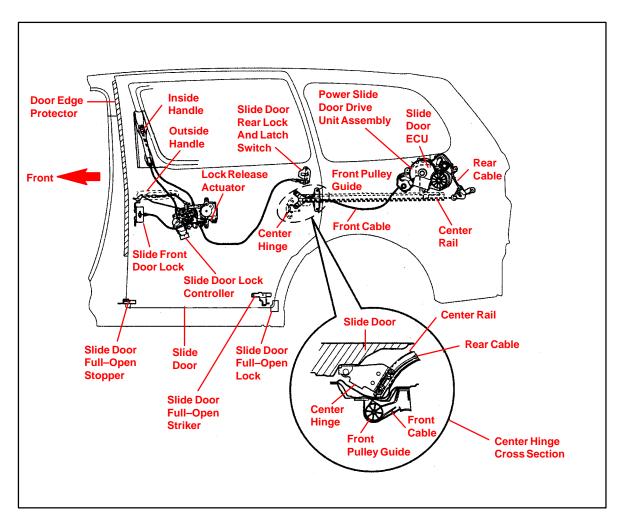
NVH Issues

CONDITION	POSSIBLE CAUSE	COMMON REPAIR	
	Junction block,	Refer to TSB No. BO003-99, "Sliding Door Creak Noise Reduction."	
Creak Noise	damaged components, and other issues	Refer to the "Common Sources of Creak Noise" section of this bulletin for additional information for sources of creak noise.	
Rattle or Clicking	Door moving when driving over bumps	Adjust lower roller base mounting to bring door closer to body (Refer to TIS, applicable model year Sienna Repair Manual, Vehicle Exterior – Door/Hatch – "Slide Door: Adjustment").	
(NOT Creak Noise)	Rollers loose or damaged	 Adjust strikers to bring door closer to the body. Inspect the latch assembly and replace, if damaged. 	
		Replace damaged rollers.	
Noise During Open/Close	Rollers or rails are damaged and/or dirty.	Inspect, clean, and/or replace as needed.	

Handle Component Issues

CONDITION	POSSIBLE CAUSE	COMMON REPAIR
Outside Door Handle Separating	 Handle assembly damaged 	Replace handle assembly with NEW service part.
Inside Handle Button Binding	Sliding door handle push button damaged	Repair according to TSB No. BO027-00, "Sliding Door Handle Push Button Operation".
Operational	Handle assembly	Repair according to TSB No. BO002-99, "Sienna Sliding Door Handle Improvements" (for inside and outside feel).
Feeling of Inside or Outside Handle	damaged	Repair according to TSB No. BO019-98, "Sliding Door Exterior Handle Improvement".

Sliding Door Components

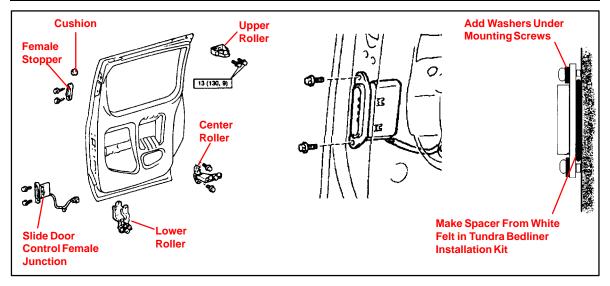


For additional information on how the power sliding door operates, refer the "Power Slide Door System" section on TIS:

- For 1999 2000 model year 1999 model year Sienna New Car Features: 1999 Sienna.
- For 2001 2003 model year 2001 model year Sienna New Car Features: Body Electrical.

Proper Diagnosis for Creak Noise The key to proper repair is proper diagnosis: duplicate the noise and isolate the source.

Duplicating the Complaint	Creak ("wooden boat") noise can be duplicated by driving the vehicle on uneven surfaces. Hint: Drive up and down a driveway entrance at an angle, so that one wheel is on an angled portion of the driveway and the other wheels are on the street level.
Isolating the Noise Source	A second technician, sitting in the seat next to the door, can help locate the source of the noise, using a tube or stethoscope.



Common Sources of Creak Noise

CONDITION	COMMON REPAIR
	• 1998 – 1999 vehicles produced before VIN 4T3ZF13C6XU126578, replace the Slide Door Control Junction (male and female parts) with the revised parts, according to TSB No. BO003-99, "Sliding Door Creak Noise Reduction".
Slide Door Control Junction	 Vehicles built after VIN 4T3ZF13C6XU126578, realign the male and female pieces using the paper towel technique described in TSB No. BO003-99, "Sliding Door Creak Noise Reduction". Inspect for damaged parts (cracked, chipped, bent, etc.). Add felt between the junction block and door. Add washers under the screws to prevent parts from moving to their former positions. See the illustration above.
• Apply "E stores), t	 Apply "Door-Ease", a wax based slick lubricant (available at home supply stores), to the contact area of the latch/striker and the electronic junction block (except electrical contacts) located in the B-pillar door jamb. DO NOT apply silicon grease to these parts because the noise may return.
Rollers	 Inspect for damaged or loose rollers and replace, as necessary. Be sure all fasteners are tightened to specifications in the Repair Manual.
Kollers	 Inspect the condition of the rails — Look for burrs, dents, or dirt at the location the roller would be when the door is closed.
Strikers	 Since the weight of a closed door is held by the strikers, confirm the striker and latch fasteners are tightened to specifications — This will minimize door movement. Inspect for damaged strikers and latches. Lubricate the strikers with "Door-Ease".
Weatherstrip	Assure the weatherstrip is clean, especially sticky residue like soda. Apply a thin coat of silicon onto the weatherstrip, after the weatherstrip is cleaned.

Common Sources of Creak Noise (Continued)

CONDITION	COMMON REPAIR
Stoppers	 Realign stoppers with the paper towel technique (TSB No. BO003-99, "Sliding Door Creak Noise Reduction") and tighten fasteners to specification. Inspect for damaged parts (cracked, chipped, bent, etc.).
	Add a spacer, made of felt, under the stopper. Replace damaged stoppers.

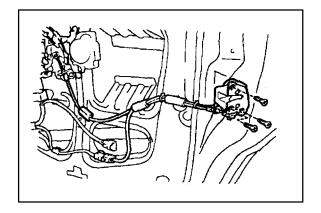
NOTE:

Simply replacing all of these parts will NOT guarantee the source of the noise will be eliminated. The most important step is to isolate the location of the noise and determine which parts actually cause the noise.

Repair Procedure

Dash light "ON" — Power door does NOT operate properly

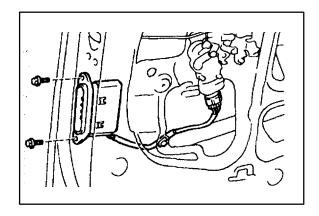
- 1. Re-initialize the sliding door system.
 - Single power sliding door Re-initialize according to step 2 of TSB No. BO030-00, "Power Sliding Door Diagnostic Procedure".
 - Dual power sliding doors Re-initialize according to TSB No. BO024-06, "Dual Power Sliding Door Initialization".
- 2. Inspect rear latch operation.
 - A. Inspect operation of the rear latch.
 - Latch operation should be smooth and should NOT "hang up" on the striker when the door is being closed.
 - B. Lube latch arm and striker (where they make contact with each other) with "Door-Ease".
 - Confirm proper door operation.
 - C. Inspect the condition of the pins inside the connectors to confirm there is complete electrical contact.



NOTE:

The ECU is looking for two pulse signals from the rear latch when the door is moving to fully closed. If the ECU receives only one pulse signal, replace the rear latch assembly due to a possible micro-switch malfunction.

 Clean electrical contacts (push pins) at the front of the door using an eraser from the end of a pencil.
 Confirm proper door operation.



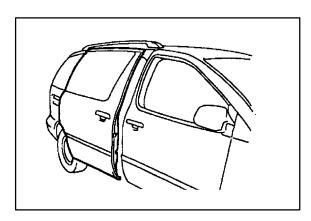
- 4. Adjust the door to the body.
 - A. Push main power switch (located on left side of steering column) to the "OFF" position.
 - B. Manually open the sliding door to the "full open" position and then slowly close the door to the "full closed" position.

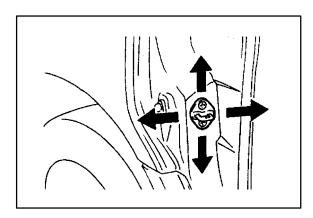
Observe how well the door closes and fits against the body. If the door is NOT adjusted properly to the door opening, adjust the door accordingly to TIS, applicable model year Sienna Repair Manual: Vehicle Exterior – Door/Hatch – "Slide Door: Adjustment"

- C. After adjustment, push the main power switch to the "ON" position and confirm the door operates properly.
- 5. Adjust the rear striker.
 - A. Confirm the rear latch moves to the full latch position when the door is closed.
 - B. Adjust the striker on the C-pillar to the outward direction, in case the latch is in the half-latch position when the door is fully closed.
 - C. Adjust the rear striker.

 Refer to TIS, applicable model year Sienna Repair Manual:

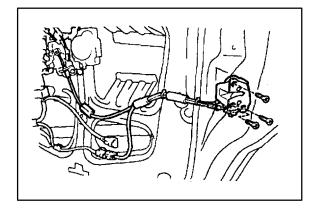
 Vehicle Exterior Door/Hatch "Slide Door: Adjustment"
 - D. Confirm proper door operation.





- 6. Adjust cable tension of the rear latch to the "L" bracket.
 - A. Remove the interior trim panel for the power sliding door.
 - B. Carefully remove the plastic sheeting attached to the metal door panel.

Do NOT damage the plastic sheeting during removal (the plastic MUST later be reinstalled in the original position).



- C. Locate the small cable that connects the rear latch to the slide door lock control. The front portion of cable is attached to a gold colored "L" shaped bracket.
- D. Inspect cable tension by pushing on cable near the gold bracket. There should be some deflection of cable when pushing on it with your finger. If cable is too tight, adjust the gold bracket to add some free-play to the cable. If free-play exists, do NOT adjust the bracket. Confirm proper operation of the power door.
- E. Reinstall plastic sheeting and interior door trim panel.
 Assure NO gaps occur between the plastic sheeting and adhesive used to attach sheeting to metal door panel.

Diagnostic Trouble Code — Troubleshooting

Refer to the Diagnostics section of Repair Manual for additional information.

CODE	CONDITION	COMMENT
12	No Failure Found	
13	Door Position Out of Range	Power operation is inhibited until this code has been reset.
1 4	Motor Drive Circuit Failure	Power operation is inhibited until this code has been reset.
22	No Optical Sensor Pulses	Power operation is inhibited until this code has been reset.
23	No Half Latch Input	This code remains set until recognized fully closed. Power close operation is possible.

Troubleshooting (Potential causes for error codes):

1 2	13	1 4	22	23
 Rear Door Rear Lock FAULT (Detent switch only sending 2 or 3 out of 4 signals) 	Motor & Clutch Assy FAULT (Broken Cable)	ECU FAULT	ECU FAULT or NOT connected	Rear Door Rear Lock FAULT (Detent switch sending only 1 or 0 out of 4 signals)
Open circuit at Junction Switch			Optical sensor FAULT or mis–assembled	Open circuit at Junction Switch
Re-initialize			Motor & Clutch Assy FAULT or poor connection	

EXHIBIT H

Technical Service BULLETIN

December 15, 2007

POWER BACK DOOR & POWER SLIDING DOOR DIFFICULT TO CLOSE

Models:

'04 - '07 Sienna

Introduction

Some customers may experience difficulty when using the power close feature of the power back door or power sliding doors. Replacement door touch sensors are available for this condition. Use the repair procedure below to remove and replace the door touch sensors.

Applicable Vehicles

 2004 – 2007 model year Sienna vehicles produced BEFORE the Production Change Effective VINs shown below.

Production Change Information

MODEL	DRIVETRAIN	PRODUCTION CHANGE EFFECTIVE VIN
	2WD	5TDZ#2#C#7S054158
Sienna	4WD	5TDB#2#C#7S004952

Parts Information

PREVIOUS PART NUMBER	CURRENT PART NUMBER	PART NAME	QTY
84260-08030	84260-08031	Power Back Door Sensor RH	1
84260-08040	84260-08041	Power Back Door Sensor LH	1
84260-08010	84260-08011	Power Sliding Door Sensor RH	1
84260-08020	84260-08021	Power Sliding Door Sensor LH	1

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
EL7021	R & R Back Door Touch Sensors	0.4			
EL7022	R & R Sliding Door Touch Sensor (One Side)	0.5	84260-080##	9A	55
Combo A	Opposite Side	0.3			

Applicable Warranty*:

This repair is covered under the Toyota Comprehensive Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.

^{*} Warranty application is limited to correction of a problem based upon a customer's specific complaint.

Required Tools & **Equipment**

REQUIRED EQUIPMENT	SUPPLIER	PART NUMBER	QTY
TIS techstream* NOTE: Software version 2.20.015 or later is required.	ADE	TSPKG1	1

- Additional TIS techstream units may be ordered by calling Approved Dealer Equipment (ADE) at 1-800-368-6787.
- The Toyota Diagnostic Tester and CAN Interface Module may also be used to perform the service procedures listed in this bulletin.

SPECIAL SERVICE TOOLS (SSTs)	PART NUMBER	QTY	DRW**
Plastic Pry Tool Set*	00002-06000-01	1	20

NOTE:

- All components from this kit/set are required.
- Plastic Panel Clip Removal Tool (P/N 00002-06001-01)
- Plastic Emblem Removal Tool (P/N 00002-06002-01)





- Essential SST.
- Drawer number in SST Storage System.

NOTE:

Additional SSTs may be ordered by calling SPX/OTC at 1-800-933-8335.

Repair **Procedure**

Power Back Door:

1. Using TIS techstream, monitor the back door ECU Data List and compare to the following chart.

System Select/Back Door ECU/Data List

If a problem is found with either of the two back door sensors, replace both the left and right side sensors.

2. Check the Data List for proper functioning of the power back door touch sensor.

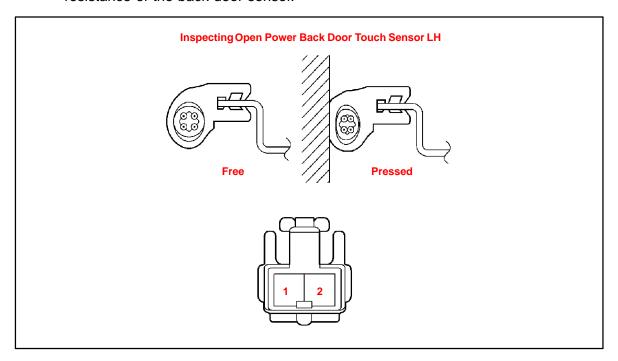
ITEM	MANAGEMENTITEM/ DISPLAY (RANGE)	CONDITION	DIAGNOSTIC NOTE	
PBD TOUCH SEN L	Power Back Door Touch	OFF	Normal, Door Open or Closed	
	Sensor LH Signal	ON	Normal, Only if Pressed	
	OFF, ON, or OPEN	OPEN	Open, Perform Resistance Check	

- If TIS techstream indicates the sensor is OFF with the back door closed, open the door manually and recheck sensor indication.
- If the sensor remains OFF, the sensor is normal.
- 3. Check the Data List for the power back door touch sensor LH.

HINT:

The procedure for the RH side is the same as the LH side.

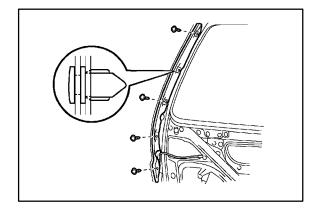
- If both sensors are normal, refer to the Repair Manual for diagnostics.
- If TIS techstream indicates the sensor is ON with the back door open and the sensor is NOT being pressed, replace the sensor.
- If TIS techstream indicates that either of the sensors are OPEN, inspect the resistance of the back door sensor.



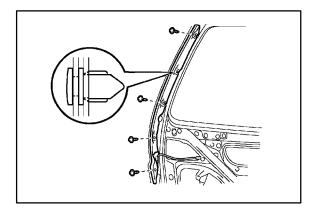
TERMINAL NUMBER	CONDITION	SPECIFIED CONDITION
1 – 2	Free	Approximately 1 kΩ
1 – 2	Pressed	Less than 100 Ω

- If the resistance of both of the sensors is as specified, refer to the Repair Manual for continued diagnostics.
- If the resistance of either the right or the left touch sensor is NOT as specified, replace both the LH and RH touch sensors.

- 4. Remove power back door touch sensor LH.
 - A. Remove the 4 screws.
 - B. Using a clip remover, remove the clip and touch sensor.



- 5. Install the NEW power back door touch sensor LH.
 - A. Install the touch sensor with the clip.
 - B. Using a Torx driver (T25), tighten the 4 screws.
- 6. Verify the power back door operates correctly.



NOTE:

Sensor shown on LH side is typical of RH side sensor.

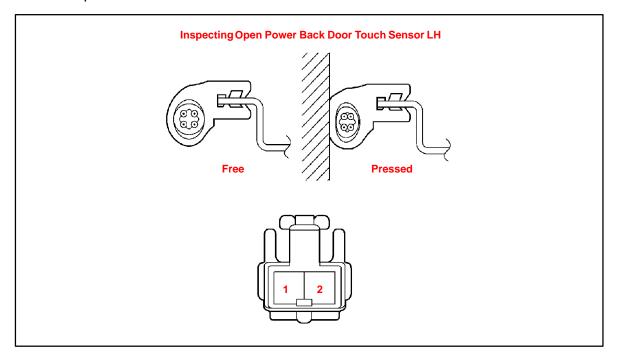
Power Sliding Doors:

- 1. Using TIS techstream, monitor the left or right sliding door ECU Data List and compare the results with the following chart.
 - System Select/Left Sliding Door ECU/Data List
 - System Select/Right Sliding Door ECU/Data List

	ITEM	MANAGEMENTITEM/ DISPLAY (RANGE)	CONDITION	DIAGNOSTIC NOTE		
	PBD LEFT TOUCH SENSOR	Power Sliding Door Touch	OFF	Normal, Door Open or Closed		
		Sensor LH Signal	ON	Normal, Only if Pressed		
OLIVOOR	OFF, ON, or OPEN	OPEN	Open, Perform Resistance Check			

- If TIS techstream indicates the sensor is OFF with the sliding door closed, open the door manually and recheck sensor indication.
- If the sensor remains OFF, the sensor is normal.
- If TIS techstream indicates the sensor is ON with the sliding door open and the sensor is NOT being pressed, replace the sensor.

- If the sensor is normal, refer to the Repair Manual for diagnostics.
- If the sensor is open, inspect the sensor resistance.
- · Inspect the resistance of the sensor.

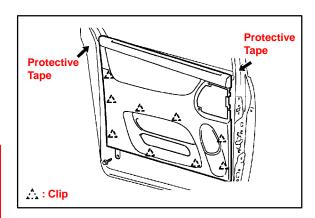


TERMINAL NUMBER	CONDITION	SPECIFIED CONDITION
1 – 2	Free	Approximately 1 kΩ
1-2	Pressed	Less than 100 Ω

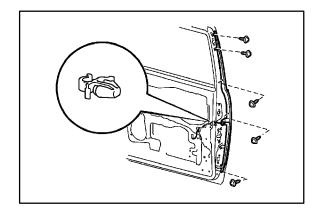
- If the resistance of the sensor is normal, refer to the Repair Manual for diagnostics.
- If the resistance of the sensor is NOT as specified, replace the sliding door touch sensor.
- 2. Remove rear door trim board sub-assembly LH.
 - A. Remove the screw.
 - B. Using a plastic pry tool, disengage the 9 clips and remove the trim board.

HINT:

In order to prevent the door panel from being damaged, cover the areas with protective tape as indicated by the arrow marks in the illustration.



- 3. Remove the power slide door touch sensor LH.
 - A. Disconnect the connector.
 - B. Remove the 5 screws and touch sensor.



- 4. Install the NEW power slide door touch sensor LH.
 - A. Install the touch sensor with the 4 screws.
 - B. Connect the connector.
- 5. Attach the wire harness inside the door panel with the clip.
- 6. Reinstall the rear door trim board assembly and screw.
- 7. Verify the sliding door or doors operate correctly.



LH door sensor shown is typical of RH door sensor.

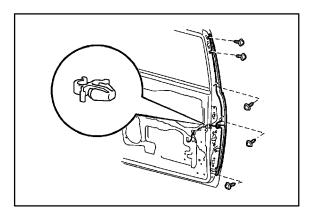


EXHIBIT I

Rev1

March 13, 2009



Power Function of Sliding Door Inoperative

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2004 – 2007	Sienna	

TSB REVISION NOTICE

February 17, 2012 Rev1:

This TSB has been updated to add supersession notice.

Any previous printed versions of this service bulletin should be discarded.

TSB SUPERSESSION NOTICE

The information contained in this TSB supersedes TSB No. EL004-04.

• Applicability has been updated to include 2005-2007 model year Sienna vehicles.

TSB No. EL004-04 is Obsolete and any printed versions should be discarded. Be sure to review the entire content of this service bulletin before proceeding.

Introduction

Customers with 2004 through 2007 MY Sienna vehicles may experience a condition where the power function of the sliding door is inoperative. A new service part has been developed so that the replacement of the entire motor/cable assembly is not required. Use the following procedure to replace the pulley/cable assembly.

Production Change Information

This TSB applies to vehicles produced **BEFORE** the Production Change Effective VINs shown below.

MODEL	DRIVETRAIN	RAIN PRODUCTION CHANGE EFFECTIVE VIN	
Sienna	2WD	5TDZK23C07S028701	
	4WD	5TDBK22C17S002644	



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March 13, 2009

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Power Function of Sliding Door Inoperative

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
EL8048	R & R Power Slide Door Motor Replace Pulley/Cable Assembly (Right Side)	4.2	69631-08030	70	12
EL8049	R & R Power Slide Door Motor Replace Pulley/Cable Assembly (Left Side)	4.2	69641-08030	1–08030	

APPLICABLE WARRANTY

- This repair is covered under the Toyota Comprehensive Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.
- Warranty application is limited to correction of a problem based upon a customer's specific complaint.

Parts Information

PREVIOUS PART NUMBER	CURRENT PART NUMBER	PART NAME	QTY
N/A	69631-08030	Control, Slide Door Attachment, RH	1
N/A	69641-08030	Control, Slide Door Attachment, LH	1

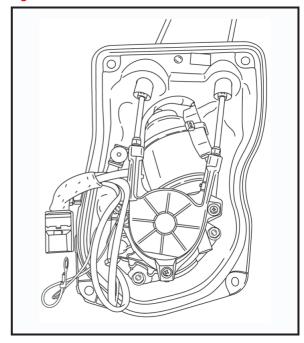
Repair Procedure

1. Remove the power slide door motor assembly from the door.

Refer to the Technical Information System (TIS), applicable model and model year Repair Manual for motor assembly removal instructions:

- 2004 or 2005 model year Sienna, Vehicle Exterior – Door/Hatch – "Power Slide Door: Overhaul"
- 2006 or 2007 model year Sienna, Vehicle Exterior – Door/Hatch – "Engine Hood / Door: Power Slide Door: Disassembly"

Figure 1.





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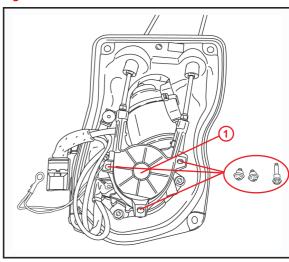
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

2. Remove the 3 collared screws from the actuator cover.

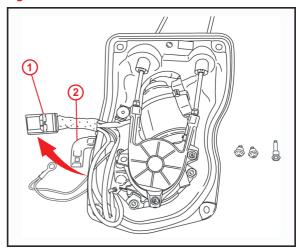
Figure 2.



Cover, actuator

3. Detach the connector housing from the bracket.

Figure 3.



1	Connector
2	Bracket



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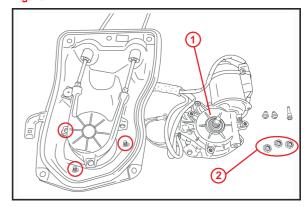
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

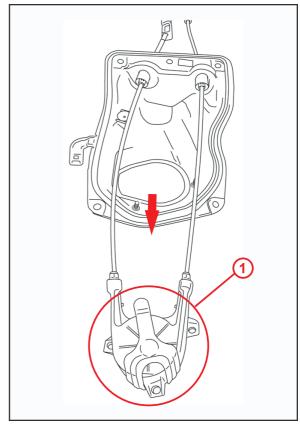
4. Remove the 3 nuts that hold the motor to the actuator cover and separate the motor sub-assembly from the actuator.

Figure 4.



1	Motor sub-assembly
2	Nuts

5. Slide the actuator cover out of the NEW slide door Figure 5. attachment control.



Cover, actuator



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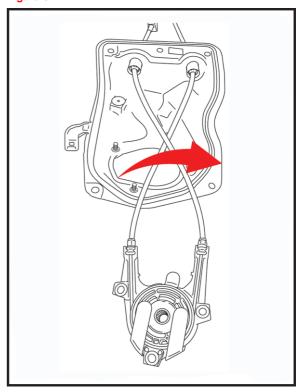
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

6. Flip the actuator cover over.

Figure 6.





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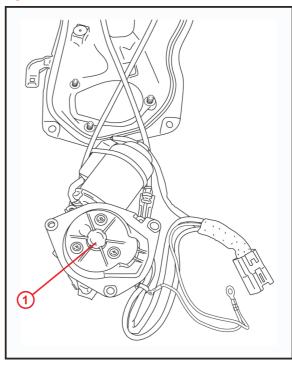
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

7. Reinsert the shaft of the original motor sub-assembly onto the NEW actuator cover.

Figure 7.

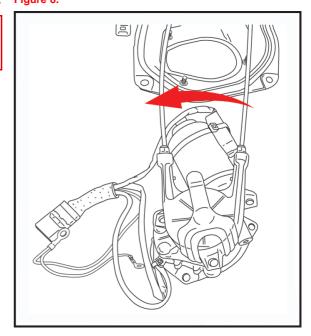


1 Motor sub-assembly

8. Flip the NEW actuator cover/motor assembly over. Figure 8.

HINT

Do not allow the components to separate.





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Power Function of Sliding Door Inoperative

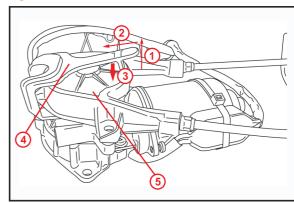
Repair Procedure (Continued)

- 9. Secure the NEW actuator cover to the motor assembly.
 - A. Lift up on (1) to pull towards (2) to remove the fork jig.
 - B. Push the actuator cover down at (3) until it contacts the motor sub-assembly.
 - C. Continue to hold the actuator cover until the screws have been installed.

NOTICE

If the pulley comes loose or comes out of the actuator cover or the cable is removed, a new slide door attachment control will need to ordered.

Figure 9.



1	Lift direction
2	Pulling direction
3	Push down direction
4	Fork jig
5	Cover, actuator

10. Reinstall the actuator cover screws.

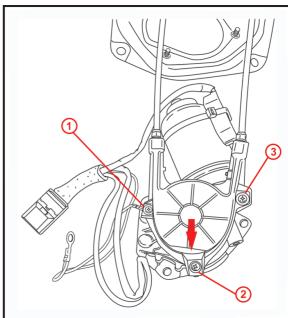
HINT

- Screw "A" is short and must have a collar and the ground wire attached to it.
- Screw "B" is long and must have a collar.
- Screw "C" is short and must have a collar.
 Torque: 1.4 N*m (140 kgf*cm, 12 in*lbf)

HINT

Continue to hold the actuator cover to the motor.

Figure 10.



1	Point "A"
2	Point "B"
3	Point "C"



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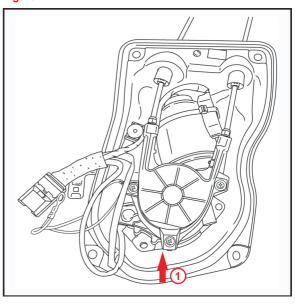
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

11. Install the motor sub-assembly to the actuator cover.

Figure 11.

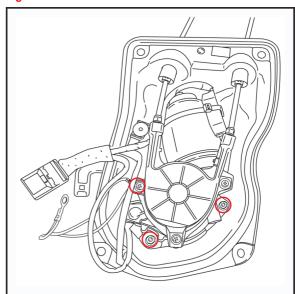


1 Push

12. Reinstall the motor to the slide motor assembly with the 3 nuts.

Torque: 5.4 N*m (540 kgf*cm, 48 in*lbf)

Figure 12.





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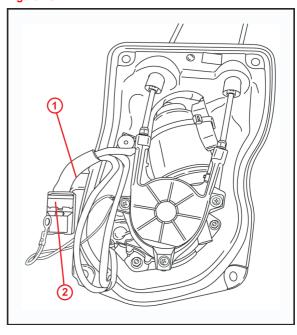
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Power Function of Sliding Door Inoperative

Repair Procedure (Continued)

13. Reinstall the connector onto the bracket.

Figure 13.



1	Bracket
2	Connector

14. Reinstall the assembly into the door.

Refer to the (TIS), applicable model and model year Repair Manual for motor assembly installation instructions:

- 2004 or 2005 model year Sienna, Vehicle Exterior Door/Hatch "Power Slide Door: Overhaul"
- 2006 or 2007 model year Sienna, Vehicle Exterior Door/Hatch "Engine Hood / Door: Power Slide Door: Reassembly"
- 15. Reinitialize sliding door.
- 16. Check sliding door operation.

EXHIBIT J

T-SB-0280-10

October 4, 2010



Sliding Door Operating Effort

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2004 – 2010	Sienna	

Introduction

Some 2004 – 2010 Sienna vehicles may exhibit a condition where one or both sliding doors do not open or close smoothly. Please follow the instructions in this bulletin to inspect the sliding door lock assemblies and replace the affected components as needed.

Parts Information

PREVIOUS PART NUMBER	CURRENT PART NUMBER	PART NAME	QTY
69330-08030	69330-08031	Lock Assembly, Slide Door, RH	1
69340-08030	69340-08031	Lock Assembly, Slide Door, LH	1
69200-08010	69200-08011	Lock Assembly, Power Slide Door, RH	1
69300-08010	69300-08011	Lock Assembly, Power Slide Door, LH	1
69370-08021	69370-08022	Lock Assembly, Slide Door, FR RH	1
69380-08021	69380-08022	Lock Assembly, Slide Door, FR LH	1

Warranty Information

OP CODE	OP CODE DESCRIPTION		OFP	T1	T2
BD1089	R & R Sliding Door Lock Assembly (One Side)	0.6	69###-080##	0.4	83
Combo A	Additional Sliding Door Lock Assembly (Same Side)	0.3	09###-000##	9A	၀၁

APPLICABLE WARRANTY

- This repair is covered under the Toyota Comprehensive Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.
- Warranty application is limited to occurrence of the specified condition described in this bulletin.



T-SB-0280-10

October 4, 2010

Page 2 of 3

Sliding Door Operating Effort

Required Tools & Equipment

REQUIRED MATERIAL	QUANTITY	
Three Bond 1324 or Equivalent	As Needed	

Repair Procedure

- 1. Inspect the front and rear slide door lock assemblies for proper operation.
- 2. If any of the slide door lock assemblies do NOT operate smoothly, or show corrosion on the latch mechanism, replace as necessary per Repair Manual instructions.

Refer to the Technical Information System (TIS), applicable model year Sienna Repair Manual:

- 2004 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Slide Door: <u>Overhaul</u> / <u>Adjustment</u>"
- 2004 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Power Slide Door: Overhaul / Adjustment"
- 2005 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Slide Door: Overhaul / Adjustment"
- 2005 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Power Slide Door: Overhaul / Adjustment"
- 2006 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door: <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2006 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Power Slide Door: <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2007 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door: <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2007 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Power Slide Door: <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2008 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/o Power Slide Door):
 <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2008 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/ Power Slide Door):
 <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"



T-SB-0280-10

October 4, 2010

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Sliding Door Operating Effort

Repair Procedure (Continued)

- 2009 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/o Power Slide Door):
 <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 2009 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/ Power Slide Door):
 Disassembly / Adjustment / Reassembly"
- 2010 Sienna (Manual Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/o Power Slide Door):
 <u>Disassembly / Adjustment / Reassembly"</u>
- 2010 Sienna (Power Sliding Door):
 Vehicle Exterior Door/Hatch "Engine Hood/Door: Slide Door (w/ Power Slide Door):
 <u>Disassembly</u> / <u>Adjustment</u> / <u>Reassembly</u>"
- 3. Confirm proper operation of the sliding door.

EXHIBIT K

T-SB-0044-11

May 24, 2011



Power Slide Door Abnormal Operation

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2011	Sienna	

Introduction

Some 2011 model year Sienna vehicles may exhibit an abnormal power slide door operation. This bulletin contains field fix information for the following conditions:

- Driver or passenger side power sliding door opens partially.
- Driver or passenger side power sliding door makes an abnormal pop noise when initially opening with the outside handle.

Please refer to the video below for an example of the pop noise. Slide Door Pop Noise Example

An updated power sliding door motor/ECU assembly is available. Please follow the steps outlined in this bulletin to address these conditions.

Production Change Information

This TSB applies to 2011 Sienna vehicles produced **BEFORE** the Production Change Effective VINs shown below.

MODEL	ENGINE	DRIVETRAIN	VIN
	1AR-FE	2WD	5TDKA3DC#BS007329
	enna 2GR-FE 2WD 2GR-FE 4WD	2WD	5TDZK3DC#BS132584
			5TDKK3DC#BS132584
Sienna			5TDXK3DC#BS132584
			5TDYK3DC#BS132584
		41/1/D	5TDJK3DC#BS021666
		4000	5TDDK3DC#BS021666



T-SB-0044-11

May 24, 2011

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Power Slide Door Abnormal Operation

Warranty Information

OP CODE	OP CODE DESCRIPTION		OFP	T1	T2
BD1107	R & R Slide Door Motor Unit (One Side)	1.8	8500#-08011	87	74
Combo A	R & R Slide Door Motor Unit (Other Side)	1.4	6500#-06011		

APPLICABLE WARRANTY

- This repair is covered under the Toyota Comprehensive Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.
- Warranty application is limited to occurrence of the specified condition described in this bulletin.

Parts Information

PREVIOUS PART NUMBER	CURRENT PART NUMBER	PART NAME	QTY
85005-08011	85005-08012	Motor Unit, Slide Door, RH	1
85006-08011	85006-08012	Motor Unit, Slide Door, LH	1
68373-08020	Same	Moulding, Slide Rail End, RH	1
68374-08020	Same	Moulding, Slide Rail End, LH	1

Required Tools & Equipment

REQUIRED EQUIPMENT	SUPPLIER	PART NUMBER	QTY
TIS Techstream* or Techstream Lite NOTE: Software version 5.10.029 or later is required.	ADE	TSPKG1 or TSLITEDLR01	1

^{*} Essential SST.

NOTE

Additional Techstream units may be ordered by calling Approved Dealer Equipment (ADE) at 1-800-368-6787.



T-SB-0044-11

May 24, 2011

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Power Slide Door Abnormal Operation

Repair Procedure

- 1. Disconnect the negative (-) battery cable.
- 2. Remove the sliding door motor assembly.

Refer to the Technical Information System (TIS), applicable 2011 Sienna Repair Manual:

- Vehicle Exterior Door/Hatch "Door/Hatch: Power Slide Door Motor: <u>Removal</u>" (Same procedure for LH and RH sides.)
- 3. Install the NEW sliding door motor assembly.

Refer to TIS, applicable 2011 Sienna Repair Manual:

- Vehicle Exterior Door/Hatch "Door/Hatch: Power Slide Door Motor: <u>Installation</u>" (Same procedure for LH and RH sides.)
- 4. Reconnect the negative (–) battery cable and re-initialize affected systems.

Refer to TIS, applicable 2011 Sienna Repair Manual:

- General Introduction "Introduction: Repair Instruction: Initialization"
- 5. Clear DTCs.
- 6. Confirm proper operation of the door assembly.

EXHIBIT L

T-SB-0170-13

November 14, 2013



Power Sliding Door Inoperative from Overhead Console Switch

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2011	Sienna	VDS(s): DK3DC, JK3DC, KA3DC, KK3DC, XK3DC, YK3DC

Introduction

Some 2011 model year Sienna vehicles may exhibit a condition in which the power sliding doors or power hatch are inoperative from the overhead console switch or require excessive pressure on the overhead console switch to operate. Follow the Repair Procedure in this bulletin to address this condition.

Production Change Information

This bulletin applies to vehicles produced **BEFORE** the Production Change Effective VINs shown below.

MODEL	PLANT	ENGINE	DRIVETRAIN	PRODUCTION CHANGE EFFECTIVE VIN
		1AR-FE		5TDKA3DC#BS009415
		TMMI 2GR-FE	2WD	5TDKK3DC#BS177458
Cionno	TN 4N 41			5TDXK3DC#BS177458
Sienna	I IVIIVII			5TDYK3DC#BS177458
				5TDJK3DC#BS030393
			4WD	5TDDK3DC#BS030393

Required Tools & Equipment

SPECIAL SERVICE TOOLS (SST)	PART NUMBER	QTY
Plastic Pry Tool Kit*	00002-06020-01	1

^{*} Essential SST.

NOTE

Additional SSTs may be ordered by calling 1-800-933-8335.



T-SB-0170-13

November 14, 2013

Page 2 of 3

Power Sliding Door Inoperative from Overhead Console Switch

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
812011	R & R Interior Light Assembly	0.2	63650-08160-## 63650-08170-## 63650-08180-## 63650-08190-## 63650-08420-## 63650-08440-## 63650-08450-## 63650-08470-## 63650-08480-## 63650-08490-##	72	71

APPLICABLE WARRANTY

- This repair is covered under the Toyota Basic Warranty. This warranty is in effect for 36 months or 36,000 miles, whichever occurs first, from the vehicle's in-service date.
- Warranty application is limited to occurrence of the specified condition described in this bulletin.

Parts Information

PART NUMBER	PART NAME	QTY
63650-08160-##	Day Assy Book Consols	1
63650-08170-##		1
63650-08180-##		1
63650-08190-##		1
63650-08420-##		1
63650-08430-##		1
63650-08440-##	Box Assy, Roof Console	1
63650-08450-##		1
63650-08460-##		1
63650-08470-##		1
63650-08480-##		1
63650-08490-##		1



T-SB-0170-13

November 14, 2013

Page 3 of 3

Power Sliding Door Inoperative from Overhead Console Switch

Repair Procedure

- 1. Confirm that one of the following conditions is present:
 - The power sliding door(s) or power hatch are inoperative from the overhead console switch.
 - Excessive pressure on the overhead console switch is required to operate the power sliding door(s) or power hatch.

If one or both of these conditions did not occur, this bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.

2. Confirm that both power doors and the power hatch (if equipped) operate normally from all other switches.

If abnormal power door or hatch operation is identified from any switch <u>other</u> than the overhead console switch, this bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.

3. Remove the overhead console assembly.

Refer to the Technical Information System (TIS), applicable model and model year Repair Manual:

- 2011 Sienna: Vehicle Exterior – Sliding Roof/Convertible – "Sliding Roof/Convertible: Sliding Roof Switch Assembly: Removal"
- 4. Test the power sliding door and power hatch switches following instructions in the Repair Manual. If resistance is not as specified, continue to next step.

Refer to TIS, applicable model and model year Repair Manual:

- 2011 Sienna: Vehicle Exterior – Door/Hatch – "Door/Hatch: Power Slide Door Control Switch (for Roof Side): <u>Inspection</u>"
- 2011 Sienna:
 Vehicle Exterior Door/Hatch "Door/Hatch: Power Back Door Control Switch: Inspection"
- 5. Replace the overhead console assembly with the NEW part.

Refer to TIS, applicable model and model year Repair Manual:

- 2011 Sienna: Vehicle Exterior – Sliding Roof/Convertible – "Sliding Roof/Convertible: Sliding Roof Switch Assembly: Installation"
- 6. Confirm normal operation of the power sliding doors and the power hatch (if equipped).

EXHIBIT M

DISTRIBUTE TO:

☑ Service Manager☑ Warranty Administrator



Warranty Policy Bulletin

No.: POL12-02 Date: 4/19/12 Page: 1 of 6

REVISED 10/10/12

SUBJECT: CUSTOMER SUPPORT PROGRAM (ZTS): WARRANTY ENHANCEMENT FOR REAR SLIDING DOOR LATCH ASSEMBLIES ON CERTAIN 2004-2010MY SIENNA VEHICLES AND POWER SLIDING DOOR CABLE ASSEMBLY ON CERTAIN 2004-2007MY SIENNA VEHICLES

Toyota has received reports of customer concerns regarding rear sliding doors that gradually become difficult to open or close in certain 2004-2010 model year Sienna vehicles.

Although the Rear Sliding Door Latch Assemblies and the Power Sliding Door Cable Assembly are covered by Toyota's New Vehicle Limited Warranty for 3 years or 36,000 miles (whichever occurs first), Toyota is announcing a Customer Support Program (CSP) which will extend the warranty coverage for the following:

- 1) Rear Sliding Door Latch Assemblies For certain 2004-2010MY Sienna vehicles equipped with a <u>Manual or Power Sliding Door</u>, the warranty coverage for the Rear Sliding Door Latch Assemblies will be extended to 9 years from the date-of-first-use or 120,000 miles (whichever occurs first).
- 2) Power Sliding Door Cable Assembly For certain 2004-2007MY Sienna vehicles equipped with a <u>Power Sliding Door</u>, the warranty coverage for the Power Sliding Door Cable Assembly will be extended to **9** years from the date-of-first-use or 120,000 miles (whichever occurs first).

Please verify VIN applicability for this CSP by checking TIS before completing any repairs.

Please note that damage incurred from abuse, an accident and/or crash, vandalism or other similar events is not covered by the New Vehicle Limited Warranty or this Warranty Extension.

POL12-02 4/19/12 2 of 6 Revised 10/10/12

<u>Applicable VIN Ranges for:</u> 2004-2007 Sienna with Power Sliding Door

Model	WMI	MY	VDS	Start Serial	Finish Serial
			BA22C	S000023	S028701
		2004	BA23C	S000020	S028702
		2004	ZA22C	S000020	S221159
			ZA23C	S000038	S221167
			BA22C	S018902	S054486
		2005	BA23C	S028704	S054466
		2005	ZA22C	S153073	S387524
Sienna	5TD		ZA23C	S152435	S387528
Sierina	310	2006	BA22C	S054118	S077052
			BA23C	S053940	S077017
			ZA22C	S381751	S587358
			ZA23C	S382744	S587357
			BK22C	S000015	S002644
		2007	BK23C	S000014	S002643
			ZK22C	S000015	S028700
			ZK23C	S000019	S028701

Applicable VIN Ranges for: 2008-2010 Sienna with Power Sliding Door & 2004-2010 Sienna with Manual Sliding Door

Model	WMI	MY	VDS	Start Serial	Finish Serial
			BA23C	S000103	S027966
		2004	MA29C	S700000	S700001
			ZA23C	S000064	S221156
		2005	ZA23C	S155008	S387526
		2006	BA23C	S072072	S072841
		2000	ZA23C	S381759	S587362
			BK22C	S002654	S008765
		2007	BK23C	S002646	S008756
		2007	ZK22C	S028707	S099335
			ZK23C	S000021	S099342
Sienna	5TD	2008	BK22C	S008549	S022331
Sierina	טוט		BK23C	S008547	S022309
			ZK22C	S099344	S225325
			ZK23C	S095940	S225607
		2000	BK22C	S022105	S028198
			BK23C	S022332	S028196
		2009	ZK22C	S225328	S289073
			ZK23C	S222346	S289398
			DK4CC	S028199	S034176
		2010	JK4CC	S028200	S034149
		2010	KK4CC	S289076	S343710
			YK4CC	S289078	S343708

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Claim Submission

2004-2007MY Sienna with Power Sliding Door:

Claim Type	Opcode	Description	Labor Time	Rental
	7718FE	Replace Slide Door Attachment Control	4.2	1 Day
	7718FF	Replace Slide Door Attachment Control + Replace Control Sub-Assy	4.3	1 Day
	7718FG	Replace Slide Door Attachment Control + Replace Front and Rear Lock Assy	4.4	1 Day
Repair Program	7718FH	Replace Slide Door Attachment Control + Replace Front and Rear Lock Assy & Control Sub-Assy	4.5	1 Day
	2717A1	Replace Control Sub-Assy	0.8	N/A
	2717A2	Replace Front and Rear Lock Assy	0.9	N/A
	2717A3	Replace Front and Rear Lock Assy & Control Sub-Assy	1.0	N/A

2008-2010MY Sienna with Power Sliding Door & 2004-2010MY Sienna with Manual Sliding Door:

Claim Type	Opcode	Description	Labor Time	Rental
	2717A1	Replace Control Sub-Assy	0.8	N/A
Repair Program	2717A2	Replace Front and Rear Lock Assy	0.9	N/A
2717A3		Replace Front and Rear Lock Assy & Control Sub-Assy	1.0	N/A

<u>Note</u>: If the vehicle is still under the New Vehicle Limited Warranty, submit the repair as a **regular** warranty claim.

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<u>Rental</u>

Rental is only allowed in conjunction with opcodes 7718FE, 7718FF, 7718FG & 7718FH (refer to table on page 3). A maximum of 1 day rental is allowed and should not exceed \$35 per day.

When submitting claims with rental, use "RT" sublet type and "LNM" as the sublet reason code.

If the maximum number of rental days and/or rental amount is exceeded, the claim will require District Service and Parts Manager (DSPM) authorization.

Replacement Parts

2004-2007 Sienna with Power Sliding Door:

Part Number	Description	Qty	Remarks	Repair Procedure
69631-08030	Control, Slide Dr Attachment, RH	1	Cable Assy	T CD 0005 00
69641-08030	Control, Slide Dr Attachment, LH	1	Cable Assy	T-SB-0085-09
69200-08011	Lock Assy, Power Slide Door, RH	1	Rear Latch	
69300-08011	Lock Assy, Power Slide Door, LH	1	Rear Latch	T CD 0000 40
69370-08022	Lock Assy, Slide Door, FR, RH	1	Front Latch	T-SB-0280-10
69380-08022	Lock Assy, Slide Door, FR, LH	1	Front Latch	
69603-08061	Control Sub-Assy, Slide Door Lock Remote, RH, With Easy Closer	1	Power Door Lock Mechanism	Refer to Repair
69604-08041	Control Sub-Assy, Slide Door Lock Remote, LH, With Easy Closer	1	Power Door Lock Mechanism	Manual

2008-2010 Sienna with Power Sliding Door:

Part Number	Description	Qty	Remarks	Repair Procedure
69200-08011	Lock Assy, Power Slide Door, RH	1	Rear Latch	
69300-08011	Lock Assy, Power Slide Door, LH	1	Rear Latch	T CD 0390 40
69370-08022	Lock Assy, Slide Door, FR, RH	1	Front Latch	T-SB-0280-10
69380-08022	Lock Assy, Slide Door, FR, LH	1	Front Latch	
69603-08061	Control Sub-Assy, Slide Door Lock Remote, RH, With Easy Closer	1	Power Door Lock Mechanism	Refer to Repair
69604-08041	Control Sub-Assy, Slide Door Lock Remote, LH, With Easy Closer	1	Power Door Lock Mechanism	Manual

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Replacement Parts (continued)

2004-2010 Sienna Manual Sliding Door:

Part Number	Description		Remarks	Repair Procedure
69330-08031	Lock Assy, Slide Door, RH	1	Rear Latch	
69340-08031	Lock Assy, Slide Door, LH	1	Rear Latch	
69300-08011	Lock Assy, Power Slide Door, LH		Rear Latch (Easy Closer)	T-SB-0280-10
69370-08022	Lock Assy, Slide Door, FR, RH	1	Front Latch	
69380-08022	Lock Assy, Slide Door, FR, LH	1	Front Latch	
69603-08051	Control Sub-Assy, Slide Door Lock Remote, RH	1	Power Door Lock Mechanism	
69604-08031	Control Sub-Assy, Slide Door Lock Remote, LH	1	Power Door Lock Mechanism	Refer to Repair Manual
69604-08041	Control Sub-Assy, Slide Door Lock Remote, LH, With Easy Closer	1	Power Door Lock Mechanism (Easy Closer)	'

Toyota has initiated a 100% recovery to perform failure confirmation testing on the following part numbers:

Part Number	Description	
85620-08042	Motor & Clutch Assy, Slide Door Control, RH	
85620-08052	Motor & Clutch Assy, Slide Door Control, LH	

All motor assemblies that are tested and found good will result in an immediate debit of the part cost.

It is important to note that the motor & clutch assembly parts listed above are **NOT** covered by Customer Support Program ZTS. As most vehicles experiencing the condition will only require replacement of the cable assembly, the motor should be transferred to the new assembly as specified in **T-SB-0085-09**.

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<u>Customer-Paid Repairs or Replacement of Components</u>

If a customer has previously paid for the repair or replacement of the Rear Sliding Door Latch Assemblies, the Power Sliding Door Cable Assembly, and/or the Motor and Power Sliding Door Cable Assembly to address the condition described above, please have them mail a copy of the repair order, proof-of-payment, and proof-of-ownership to the following address for reimbursement consideration:

Toyota Motor Sales, U.S.A., Inc.
Customer Experience Center, WC10
19001 South Western Avenue
Torrance, CA 90509

The customer name, address, and telephone number(s) should be included in the request. The customer should allow 4-6 weeks for processing.

EXHIBIT N



Toyota Motor Sales, U.S.A., Inc. 19001 South Western Avenue P.O. Box 2991 Torrance, CA 90509-2991

URGENT SAFETY RECALL

This is an important Safety Recall.
The remedy will be performed at
NO CHARGE to you.

Certain 2011–2016 Model Year Sienna Vehicles Power Sliding Door

IMPORTANT SAFETY RECALL (Remedy Notice)

This notice applies to your vehicle: VIN ABCDEFGH987654321 NHTSA RECALL NO. 16V-858

Dear Toyota Customer:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. Toyota has decided that a defect, which relates to motor vehicle safety, exists in certain 2011–2016 model year Sienna vehicles.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

What is the condition?

In the involved vehicles, there is a possibility that if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

What will Toyota do?

Any authorized Toyota dealer will replace the instrument panel junction block and install new wire harnesses connecting it to the power sliding doors. If applicable, the dealer will also update the vehicle's Owner's Manual to match the updated equipment. These remedies will be provided at **NO CHARGE** to you.

What should you do?

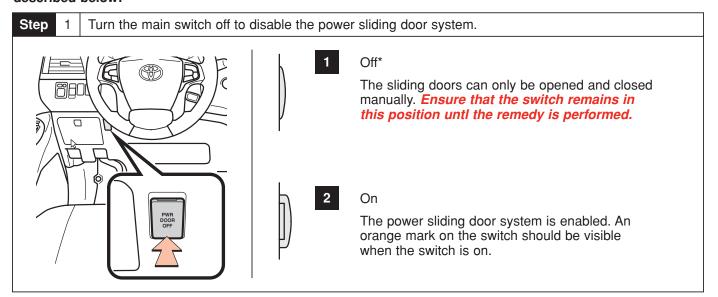
This is an important Safety Recall.

Please contact any authorized Toyota dealer to schedule an appointment to have the remedy performed as soon as possible.

If your vehicle is 2011–2014 model year, please bring your vehicle's Owner's Manual with you to the dealer. The dealer will update your vehicle's Owner's Manual after performing the remedy.

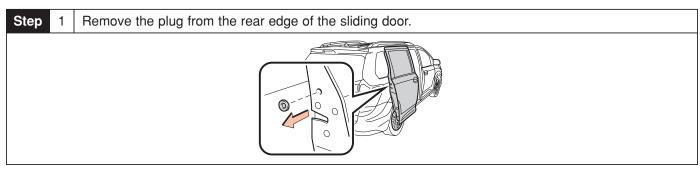
The remedy will take approximately three hours. However, depending on the dealer's work schedule, it may be necessary to make your vehicle available for a longer period.

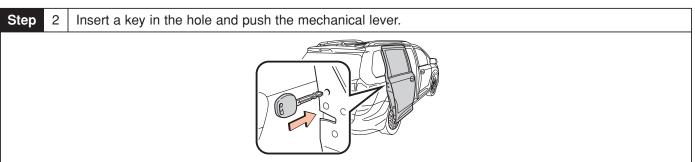
Until the remedy is performed, we strongly recommend that you disable the power sliding door system as described below:



*: The power function of the power back door will be disabled while the switch is in this position. The power back door can still be used manually.

If you experience the condition described on the previous page in the "What is the Condition?" section, we suggest that you push the mechanical lever in the power sliding door as described below and close the door manually. After that, bring the vehicle to your local authorized Toyota dealer for diagnosis.





Step 3 Close the door manually.

Note: A warning buzzer may sound during manual door operation. Additionally, a warning buzzer may sound if an attempt is made to use the power function of the power sliding door.

What if you own a 2011-2014 model year vehicle and do not have your vehicle's Owner's Manual?

Please contact any authorized Toyota dealer to schedule an appointment to have the remedy performed as soon as possible regardless of whether you are able to bring your vehicle's Owner's Manual with you to the dealer. The dealer does not require your vehicle's Owner's Manual to complete the remedy.

What if you have other questions?

- Your local Toyota dealer will be more than happy to answer any of your questions.
- If you require further assistance, you may contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 7:00 a.m. to 7:00 p.m., Saturday 7:00 a.m. to 4:30 p.m., Central Time.

If you believe that the dealer or Toyota has failed or is unable to remedy the defect within a reasonable time, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue S.E., Washington, D.C. 20590, or call the toll free Vehicle Safety Hot Line at 1-888-327-4236 (TTY: 1-800-424-9153), or go to www.safercar.gov.

If you would like to update your vehicle ownership or contact information, you may do so by registering at www.toyota.com/ownersupdate. You will need your full 17-digit Vehicle Identification Number (VIN) to input the new information.

If you are a vehicle lessor, Federal Law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

What if you have previously paid for repairs to your vehicle for this specific condition?

If you have previously paid for repair to your vehicle for this specific condition prior to receiving this letter, please mail a copy of your repair order, proof-of-payment and ownership information to the following address for reimbursement consideration:

Toyota Customer Experience Center – TSR

Toyota Motor Sales, USA, Inc. c/o Toyota Motor North America, Inc., PO Box 259001 – SSC/CSP Reimbursements, Plano, Texas 75025-9001

We have sent this notice in the interest of your continued satisfaction with our products, and we sincerely regret any inconvenience this condition may have caused you.

Thank you for driving a Toyota.

Sincerely,

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



Toyota Motor Sales, U.S.A., Inc. 19001 South Western Avenue P.O. Box 2991 Torrance, CA 90509-2991

RETIRO DE SEGURIDAD URGENTE

Este es un Retiro de Seguridad importante. El remedio se efectuará SIN COSTO para usted.

Ciertos Vehículos Modelo Sienna de Años 2011–2016 Puerta Corrediza Eléctrica

IMPORTANTE RETIRO DE SEGURIDAD (Aviso de Remedio) Este aviso aplica a su vehículo: VIN ABCDEFGH987654321

NO. DE RETIRO DE NHTSA 16V-858

Estimado cliente de Toyota:

Esta notificación se le envía de acuerdo con los requisitos establecidos en el Acta de Tráfico Nacional y de Seguridad de Vehículos Motorizados. Toyota ha decidido que existe un defecto relacionado con la seguridad de los vehículos motorizados en ciertos vehículos modelo Sienna específicos de años 2011–2016.

Usted recibió este aviso porque nuestros registros, basados principalmente en la información de registro y titularidad estatal, indican que usted es el propietario actual.

¿Cuál es la condición?

En los vehículos afectados, existe la posibilidad de que, si el funcionamiento de apertura de la puerta corrediza está impedido, se produzca una sobrecarga en el circuito del motor de la puerta corrediza, abriendo el fusible del motor. Si esto ocurriera cuando el pestillo de la puerta esta destrabado, la puerta podría abrirse mientras se está conduciendo el vehículo, lo que aumenta el riesgo de lesión a un ocupante.

¿Qué hará Toyota?

Cualquier concesionario Toyota autorizado reemplazará el bloque de bornes del panel de los instrumentos, instalará nuevos arneses de cables, conectándolos a las puertas corredizas eléctricas. Si corresponde, el concesionario también actualizará el Owner's Manual del vehículo para que coincida con el equipo actualizado. Estos remedios se efectuarán *SIN COSTO* para usted.

¿Qué debe hacer usted?

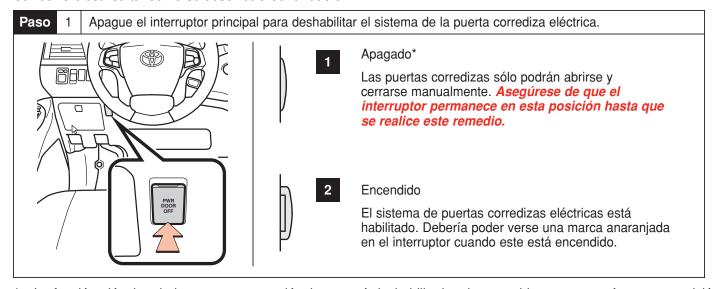
Este es un Retiro de Seguridad importante.

Por favor, póngase en contacto con cualquier concesionario Toyota autorizado para concertar una cita a fin de realizar este remedio lo antes posible.

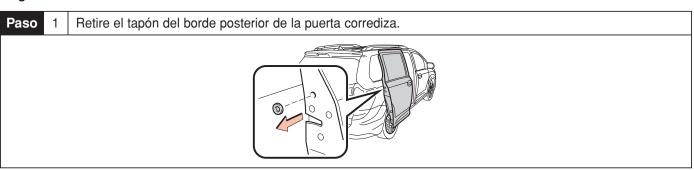
Si su vehículo es un modelo de años 2011–2014, por favor traiga el Owner's Manual del vehículo con usted al concesionario. El concesionario actualizará el Owner's Manual del vehículo después de llevar a cabo este remedio.

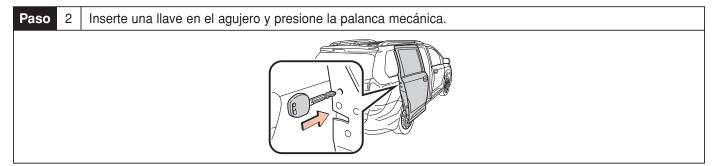
El remedio tomará aproximadamente tres horas. Sin embargo, dependiendo del horario de trabajo del concesionario, es posible que necesiten su vehículo por más tiempo.

Hasta que se lleve a cabo este remedio, le recomendamos encarecidamente que deshabilite el sistema de la puerta corrediza eléctrica tal como se describe a continuación.



: La función eléctrica de la puerta trasera eléctrica estará deshabilitada mientras el interruptor esté en esta posición. La puerta trasera eléctrica aún puede usarse manualmente. Si experimenta la condición descrita en la página anterior en la sección "¿Cuál es la condición?", le recomendamos que empuje la palanca mecánica de la puerta corrediza eléctrica, tal como se describe a continuación, y que cierre la puerta manualmente. Luego, lleve el vehículo a su concesionario Toyota autorizado local para que realicen un diagnóstico.





Paso 3 Cierre la puerta manualmente.

Nota: Es posible que suene una alarma de aviso durante la operación manual de la puerta. Además, también puede sonar si trata de usar la función eléctrica de la puerta corrediza eléctrica.

¿Qué ocurre si es propietario de un vehículo modelo de años 2011 a 2014, pero no tiene el Owner's Manual de su vehículo?

Por favor, póngase en contacto con cualquier concesionario Toyota autorizado para concertar una cita a fin de que el remedio se lleve a cabo lo antes posible, independientemente de si puede traer el Owner's Manual de su vehículo con usted al concesionario o no. El concesionario no necesitará el Owner's Manual de su vehículo para llevar a cabo el remedio.

¿Qué puede hacer si tiene otras preguntas?

Su concesionario Toyota local responderá con gusto a todas sus preguntas.

• Si necesita más asistencia, puede comunicarse con el Centro de Experiencia del Cliente de Toyota, al 1-888-270-9371, de Lunes a Viernes, 7:00 a.m. a 7:00 p.m., Sábados, 7:00 a.m. a 4:30 p.m., Hora Central.

Si considera que el concesionario o Toyota no han logrado o no pueden solucionar el defecto dentro de un plazo razonable, puede presentar una queja al Administrador, a la *National Highway Traffic Safety Administration* [Administración Nacional de Seguridad Vial en Autopistas], 1200 New Jersey Avenue S.E., Washington, D.C. 20590, o llame sin costo a la línea directa de Seguridad Automotor al 1-888-327-4236 (TTY: 1-800-424-9153), o visite www.safercar.gov.

Si desea actualizar la información de propiedad de su vehículo o de contacto, puede hacerlo registrándose en www.toyota.com/ownersupdate. Necesitará su Número de Identificación del Vehículo (VIN) de 17 dígitos para ingresar la nueva información.

Si usted es arrendador del vehículo, la Ley Federal exige que toda persona que arrienda vehículos y reciba este aviso de retiro de seguridad envíe una copia del mismo al arrendatario dentro de los diez días.

¿Qué sucede si usted ya pagó previamente por reparar su vehículo por esta condición en particular?

Si ya pagó previamente por la reparación de su vehículo en lo que respecta a esta condición específica, envíe una copia de su orden de reparación, la prueba de pago y los datos de titularidad a la siguiente dirección para que se considere el reembolso:

Toyota Customer Experience Center – TSR Toyota Motor Sales, USA, Inc., c/o Toyota Motor North America, Inc. P O Box 259001 – SSC/CSP Reimbursements, Plano, Texas 75025-9001

Hemos enviado este aviso porque estamos interesados en su constante satisfacción con nuestros productos y lamentamos profundamente cualquier inconveniente que esta situación pudiera haberle ocasionadoo.

Gracias por conducir un Toyota.

Atentamente,

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

EXHIBIT O

TECHNICAL INSTRUCTIONS

FOR

SAFETY RECALL G04

POWER SLIDING DOOR

CERTAIN 2011-2014 Sienna

(2015-2016 models detailed in separate TI)

The repair quality of covered vehicles is extremely important to Toyota. All dealership technicians performing this recall are required to successfully complete the most current version of the E-Learning course "Safety Recall and Service Campaign Essentials". To ensure that all vehicles have the repair performed correctly; technicians performing this recall repair are required to currently hold <u>at least one</u> of the following certification levels:

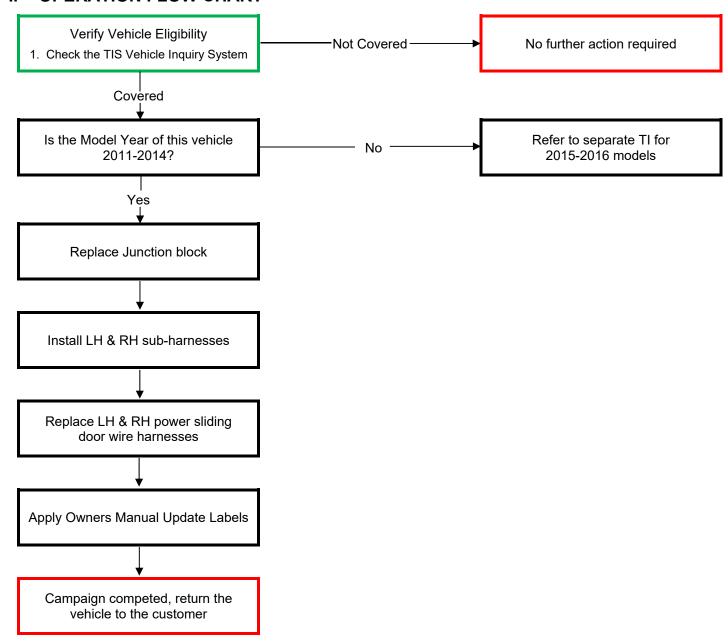
- Certified Technician (Electrical)
- Expert Technician (Electrical)
- Master Technician
- Master Diagnostic Technician

Additionally, technicians performing this recall repair are also required to complete the following instructor led course:

SRG04 Sienna Sliding Door

It is the dealership's responsibility to select technicians with the above certification level or greater to perform this recall repair. Carefully review your resources, the technician skill level, and ability before assigning technicians to this repair. It is important to consider technician days off and vacation schedules to ensure there are properly trained technicians available to perform this repair at all times.

I. OPERATION FLOW CHART



II. IDENTIFICATION OF AFFECTED VEHICLES

- Check the TIS Vehicle Inquiry System to confirm the VIN is involved in this Safety Recall, and that the Campaign has not already been competed prior to dealer shipment or by another dealer.
- TMS warranty will not reimburse dealers for repairs completed on vehicles that are not affected or were completed by another dealer.
- This TI details the repair procedures for model years 2011-2014. Please note that there is a separate set of Technical Instructions for the 2015-2016 model years.

III. PREPARATION

A. PARTS

This campaign will require a parts kit for the appropriate model year, and a wire harness for each of the sliding doors. The 2011-2014 models will also require a label sheet to update the fuse information in the Owner's Manual. Due to the many variances in the door wire harnesses, a website has been set up to assist in correctly ordering parts for this Recall.

Parts Lookup website: https://Toyota-g04-parts-lookup.imagespm.info

Part Number	Part Description	Quantity
04007-04108	G04 parts kit (2011-2014) *	1
(from website)	RH Door Wire Harness	1
(from website)	LH Door Wire Harness	1
(from website)	Owner's Manual Update Label Set (2011-2014) **	1 sheet

*The kit above includes the following parts:

Part Number	Part Description	Quantity
8216A-08010	Floor Wire #7	1
8216C-08010	Floor Wire #9	1
82730-08120	Drivers Side Junction Block	1
58521-08021	Floor Carpet Hook	6
82711-08220	Wire Harness Clamp (zip tie)	17

^{**} The Owner's Manual Update Label Set's are ordered in packs of 20 from the Material Distribution Center.

Note: Warranty will only allow campaign part kits on the claim. Do not order parts individually.

Part Number	Parts NOT required	Quantity
90980-12775	Connector 2A replacement if damaged	Only as needed
90980-12820	Connector 2D replacement if damaged	Only as needed
90980-12826	Connector 2H replacement if damaged	Only as needed

Note: These connector housings are offered as replacement parts only if the original connector housings are damaged and unusable. The cost associated with replacing these connector housings is not covered by this Recall.

B. TOOLS & EQUIPTMENT

Techstream

- Standard Hand Tools
- Torque Wrench

SST – Special Service Tools required for this repair:

Part Number	Tool Name	Quantity
Recall Tool 1-114	Terminal Removal Tool 1.5mm	1
Recall Tool 1-78	Terminal Removal Tool 0.64 mm	1
SST 00002-09077-01	Seat Calibration Weight 22 lbs	3

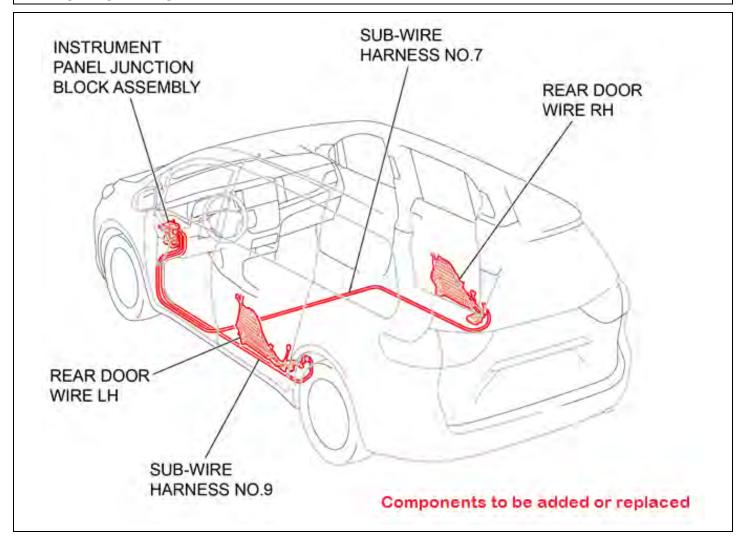
C. MATERIALS

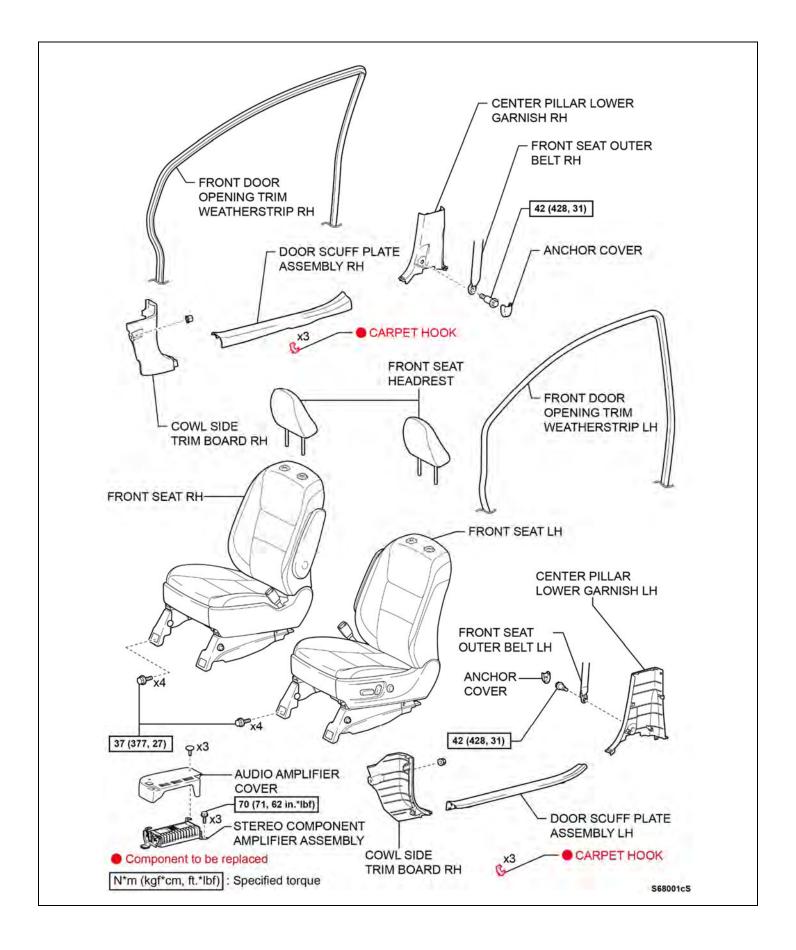
Electrical Tape

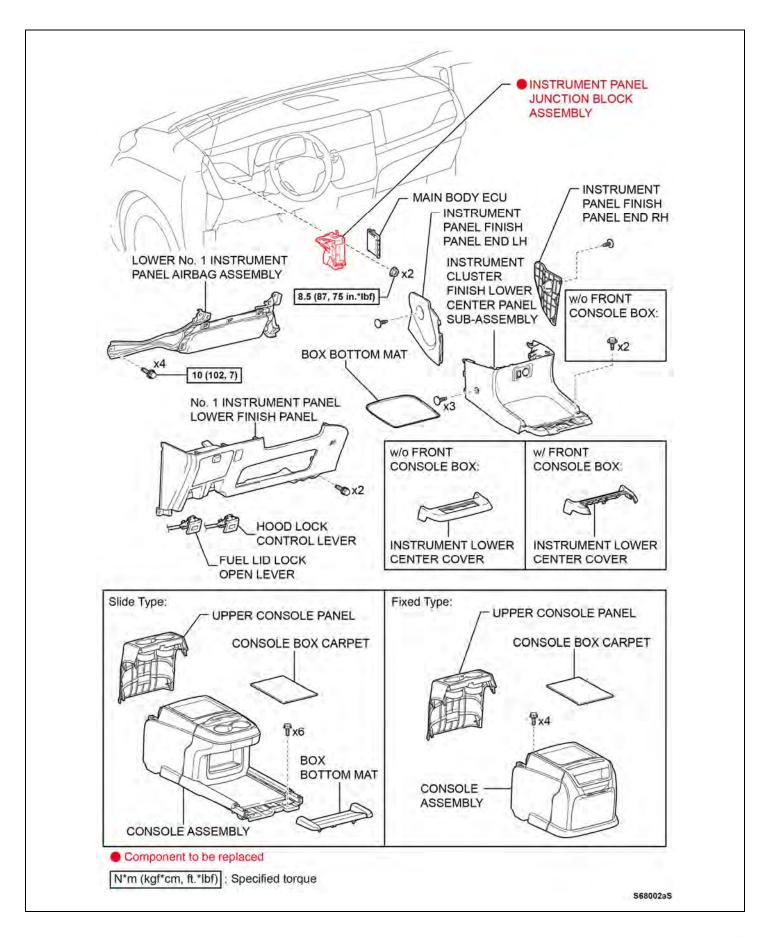
IV. BACKGROUND

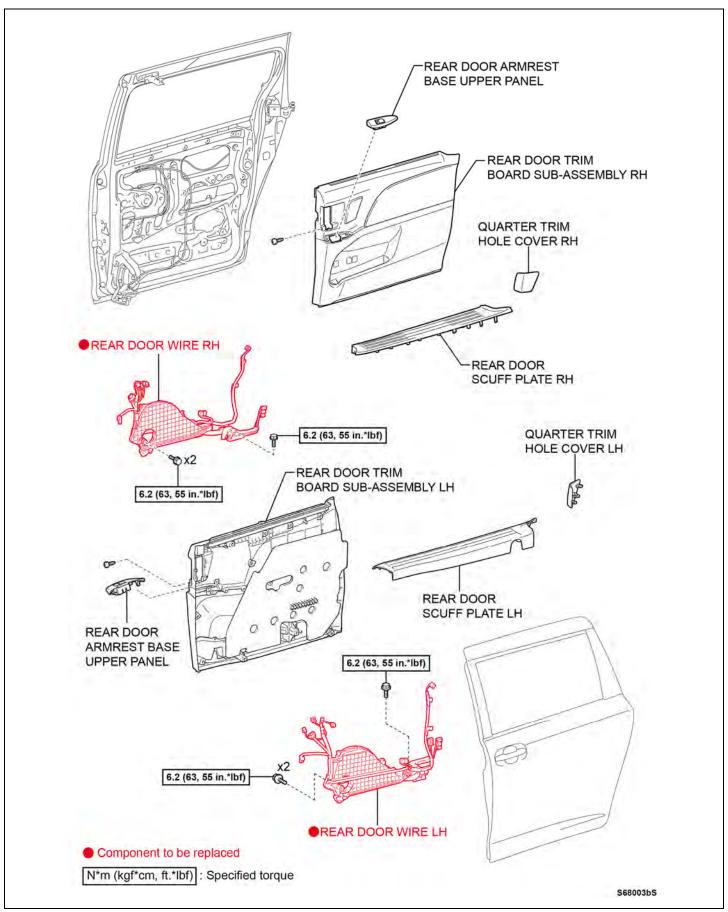
In the involved vehicles, there is a possibility that under certain limited conditions, if the sliding door opening operation is impeded, the sliding door motor circuit could be overloaded, opening the fuse for the motor. If this occurs when the door latch is in an unlatched position, the door could open while driving, increasing the risk of injury to a vehicle occupant.

V. COMPONENTS









VI. SAFETY PRECAUTIONS

1. PRECAUTION FOR HANDLING SRS SYSTEM

(a) Failure to carry out service operations in the correct sequence could cause the SRS to unexpectedly deploy during servicing, possibly leading to a serious accident. Furthermore, if a mistake is made when servicing the SRS, it is possible that the SRS may fail to operate when required. Before servicing (including removal or installation of parts, inspection or replacement), be sure to read the following items carefully, then follow the procedures exactly as indicated in the repair manual.

2. PRECAUTION FOR DISCONNECTING CABLE FROM NEGATIVE BATTERY TERMINAL

- (a) As SRS malfunctions are difficult to confirm, the Diagnostic Trouble Codes (DTCs) become the most important source of information when troubleshooting. When troubleshooting the SRS, always check for DTCs before disconnecting the battery.
- (b) Work must be started at least 90 seconds after the ignition switch is turned off and the cable is disconnected from the negative (-) battery terminal.

CAUTION:

- a) The SRS is equipped with a back-up power source. If work is started within 90 seconds after disconnecting the cable from the negative (-) battery terminal, the SRS may deploy.
- b) Never use a back-up power source (battery or other) to avoid clearing the system memory. The back-up power source may inadvertently power the SRS and cause it to deploy.
- (c) When the cable is disconnected from the negative (-) battery terminal, the memory of various systems will be cleared. Because of this, be sure to make a record of the contents memorized in each system before starting work. When work is finished, adjust each system to its previous state.

VII. INSPECTION



1. INSPECT VEHICLE

- a) Perform a Health Check on the vehicle to determine any current issues with the vehicle.
- b) Check the power sliding operation of both rear doors.
- c) Check the power window operation of the rear doors.
- d) Check the door lock operation of the rear doors.

Note: This Recall only covers the addition of sub-harnesses for the power sliding rear doors. Any condition found during these inspections should be corrected before proceeding with this Recall. Any repair that is not detailed in these Technical Instructions will not be paid by this Safety Recall.

VIII. INTERIOR DISASSEMBLY



REMOVE FRONT SEATS LH & RH (complete each step for both seats before moving to next step)



DO NOT disconnect the SRS (yellow) connectors before disabling the 12v battery.

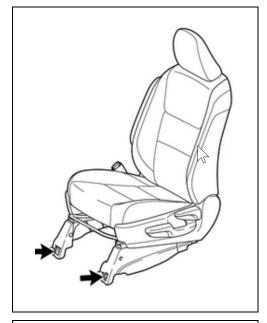
- a) Remove the floor mats.
- b) Move seat sliders to the forward position.
- c) Tilt the seatbacks fully forward.
- d) Using a small screwdriver through the access slot, open the access covers for the seat track rear bolts. The covers are hinged on the opposite side, so only pry from the access slot side.
- e) Remove the seat track rear bolts.
- f) Close the rear access covers to prevent damage.
- g) Move the seats to the most <u>rearward</u> position.



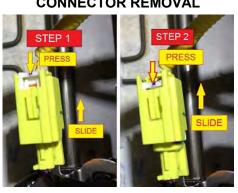
- i) Remove the seat track front bolts.
- j) Close the front access covers to prevent damage.
- k) DISCONNECT THE 12V BATTERY



Wait at least 90 seconds after disconnecting the battery before proceeding to unplug an SRS component.



SEAT AIRBAG
CONNECTOR REMOVAL

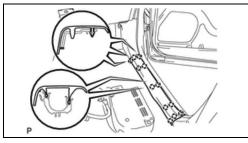


I) Lean the seats rearward and disconnect the electrical connectors on the bottom of the seat.

Note: The yellow seat airbag connectors are removed in two steps, as detailed in the diagram.

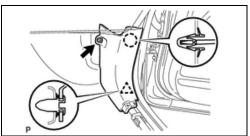
- m) Remove the wire harness retaining clip
- n) Lean the seats forward.
- o) Remove the headrests.
- p) Remove the seats from the vehicle.

Note: Be extremely careful to not scratch any of the interior trim with the seat tracks as you remove the seats.



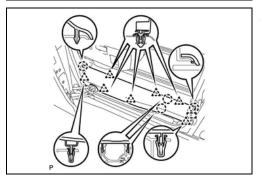
3. REMOVE FRONT DOOR SCUFF PLATE LH & RH

a) Pull upward to disengage the 12 clips.



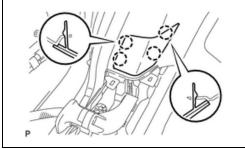
4. REMOVE COWL SIDE TRIM LH & RH

- a) Remove the plastic nut (indicated by the arrow).
- b) Pull Cowl Trim rearward to disengage the two clips.

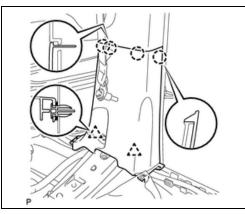


5. REMOVE REAR DOOR SCUFF PLATE LH & RH

a) Pull upward to disengage the 4 claws and 7 clips.

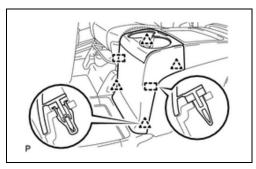


6. REMOVE QUARTER TRIM COVER PLATE



7. REMOVE B-PILLAR LOWER TRIM LH & RH

- a) Remove seat belt anchor lower cover.
- b) Remove seat belt anchor lower bolt.
- c) Pull the weather stripping away from the B-pillar to clear the lower trim.
- d) Remove the B-Pillar trim panel by pulling inward to disengaging the 4 claws and 2 clips.
- e) Push the weather stripping back into place.

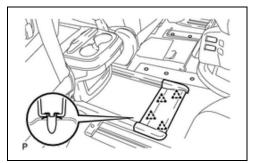


8. REMOVE FRONT CONSOLE (fixed type console)

a) Pull upward and at an angle toward the dash on the cup holder front section to disengage the 4 clips and 2 guides.

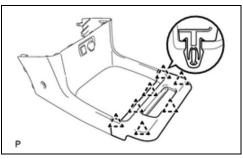


- b) Remove the felt cover in the bottom of the console storage area.
- c) Remove the 4 bolts (indicated by arrows).
- d) Unplug electrical connector (if equipped)
- e) Remove the console from the vehicle.



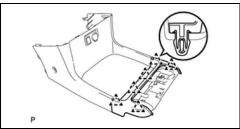
9. REMOVE FRONT CONSOLE BOX (sliding type console)

a) Pull upward on the box bottom trim panel to disengage the 4 clips.



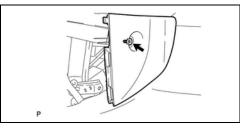
10. REMOVE LOWER CENTER COVER (w/o console)

a) Pull upward to disengage the 7 clips.



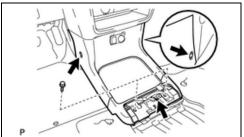
11. REMOVE LOWER CENTER COVER (w/ console)

a) Pull upward to disengage the 6 clips.



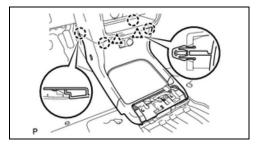
12. REMOVE FINISH PANEL END LH & RH

- a) Remove the clip
- b) Remove the panel

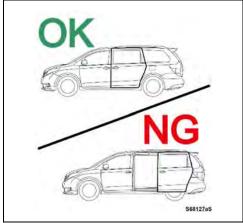


13. REMOVE LOWER CENTER PANEL

- a) Remove 2 bolts (w/o console)
- b) Remove 3 clips



- c) Pull rearward on the Lower Center Panel to disengage the 4 claws and 2 guides.
- d) Slide the center panel rearward to access the electrical connector.
- e) Unplug the electrical connectors.

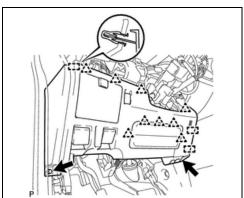


14. REMOVE INSTRUMENT PANEL LOWER FINISH PANEL

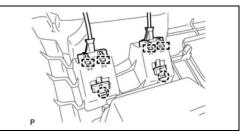
a) Close the LH Sliding door.



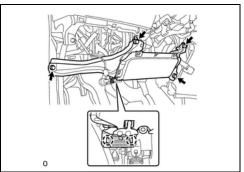
Ensure that the sliding door is closed because the fuel lid may open and damage the vehicle during the removal of the instrument panel lower finish panel.



- b) Remove 2 bolts (indicated at arrows).
- c) While pulling the panel away from dash, disengage the 9 clips and 3 guides.
- d) Once the Lower Finish Panel is separated, there will be a few electrical connections to unplug, depending on the options of the vehicle.

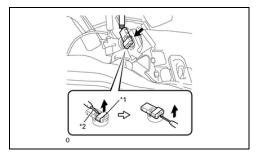


- e) Depress the claw release and slide the assembly back to remove the hood and fuel door release levers from the lower finish panel.
- f) Open the LH sliding door. Ensure that the fuel filler door is closed before sliding the door.

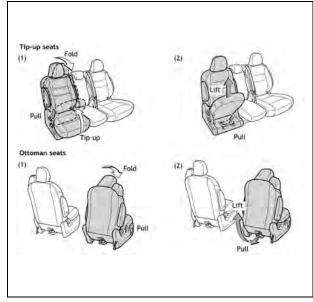


15. REMOVE KNEE AIRBAG

- a) Remove the 4 bolts
- b) Lift up on the airbag bracket to disengage from the dashboard.



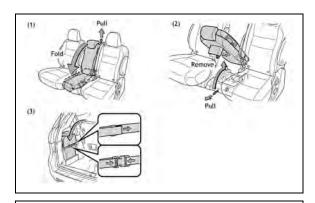
- c) Using a small screwdriver with the tip wrapped in protective tape (*2), pull up on the release clip (*1) to unseat the lock.
- d) Pull up on the connector to disconnect it from the airbag.
- e) Disengage the 2 claws on the DLC3 connector and separate it from the knee airbag.



16. REMOVE THE SECOND ROW SEATS

a) Using steps as shown in the diagram, remove the second-row seats.

Note: If the vehicle is equipped with an Auto Access seat, it is advisable to not remove it.



b) Using steps shown in the diagram, remove the second-row center seat (if equipped).



17. FOLD CARPET INTO SECOND ROW SEATING AREA

- a) Remove the harness and cable (drivers side) from the 3 carpet clips along each door sill, between the A & B pillars.
- b) Remove the 3 carpet clips (on each side) from the floorboard. These clips will not be reused.
- c) The carpet behind the accelerator and brake pedals is held in place by Velcro type fasteners that are stapled to the carpet and underlayment. Note the locations of the two attachment points in the picture. When removing the carpet behind the pedals, be sure to separate the Velcro type fasteners and not pull the staples from the carpet or underlayment.





The carpet behind the accelerator and brake pedals is held into place with Velcro type fasteners. Be extra cautious to separate these fasteners and not pull the staples from the carpet or underlayment.

d) The carpet in the passenger's side foot well is held in place by a Velcro type fastener that is stapled to the carpet and underlayment. Note the location of the single attachment point in the picture. When removing the carpet, be sure to separate the Velcro type fastener and not pull the staples from the carpet or underlayment.





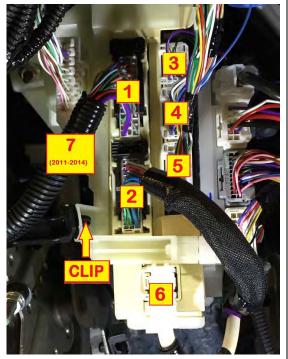
The carpet in the passenger foot well is held into place with a Velcro type fastener. Be extra cautious to separate this fastener and not pull the staples from the carpet or underlayment.



e) Fold the carpet back into the second-row seating area, with the fold in the area of the B-Pillar.

Note: Jute padding on the 2011-2014 models is attached to the carpet. On the 2015-2016 models, it's attached to the floorboard.

2015-2016 model shown



18. REMOVE JUNCTION BLOCK ASSEMBLY

- a) Unplug connectors 1-6 from the front of the JB.
- b) Unplug the turn signal flasher (#7) on the left side of the JB. (2011-2014)
- c) Use a small screwdriver to release the harness retaining clip without damage.



d) Pull the CAN Communication connector housing toward you and separate it from the JB. DO NOT pull by the wires.



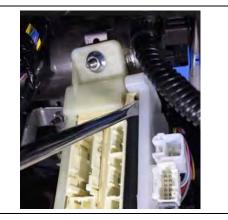
DO NOT unplug the individual CAN connectors. Only separate the entire housing from the JB.



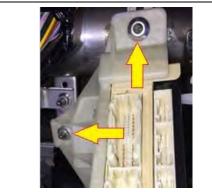
e) Attached on the right side of the JB is a bracket that holds additional connectors. Use a small screwdriver to release the locking tab in the front lower right corner of the JB.



f) In the rear lower right corner of the JB is another release. Use your finger to pull out on the release tab and separate the bracket from the JB.

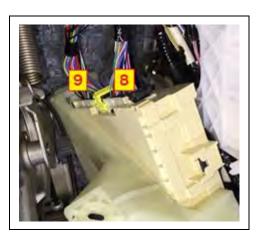


g) In the upper right corner of the JB is an additional release. Use a screwdriver to separate the bracket from the JB.



h) Remove the two nuts and lower the JB.

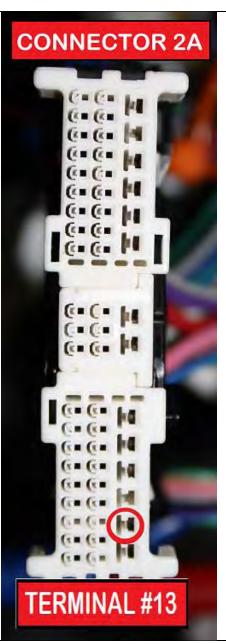
Note: There are still two connectors at the rear of the JB, so be careful not to damage any wires as you lower the JB. These connectors will be disconnected in the next step.



- i) From the rear of the JB, unplug connector #8
- j) Slide the yellow safety latch forward by first releasing the locking tab.
- k) Unplug connector #9



IX. SUB HARNESS #7 INSTALLATION (RH Sliding Door)

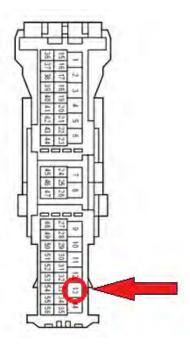


1. REMOVE TERMINAL #13 FROM CONNECTOR 2A

- a) Locate connector 2A. This connector is one of the two connectors that was removed from the rear (**bulkhead** side) of the junction block.
- b) Locate terminal #13 of connector 2A



The four JB connectors looks very similar, so pay close attention to the shape and terminal count of the connector to verify you have selected connector 2A.



Note: Diagrams and terminal location numbers are always shown from the face of the connector, not the wire side of the connector.



c) Turn the connector around to view the wire side of the connector. Locate the wire that is plugged into terminal #13. It will be a light green color.



If the wire that you see in terminal 13 is anything other than light green, you have **not** properly identified connector 2A.



d) Fold the Connector Locking Arm to the locked position by first releasing the latch on both sides and then pivoting the arm to the locked position.



Image shown is not connector 2A



e) Slide the Connector Locking Arm off the connector by first pulling outward at the rear of the arm on both sides, about 1/4" (6mm). This should be just enough for the slots on the Primary Locking Arm to clear the pins on the connector.



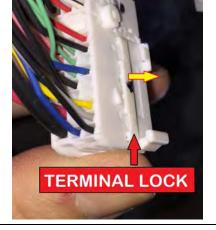
Attempting to remove the Connector Locking Arm in the open position will result in damage to the alignment guide. Be sure to first close the Locking Arm before attempting to remove it.

Image shown is not connector 2A

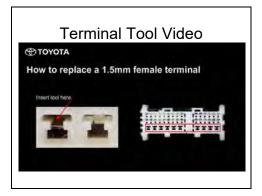
f) Unlock the secondary terminal lock using a very small pick or screwdriver (DO NOT use the terminal removal tool).

Pry up at both ends until the secondary terminal lock has popped up about 1/32" (1mm)

Note: The secondary terminal lock will pop up about 1/32" (1mm). DO NOT force it any more than this. Make sure that it is evenly open from end to end.





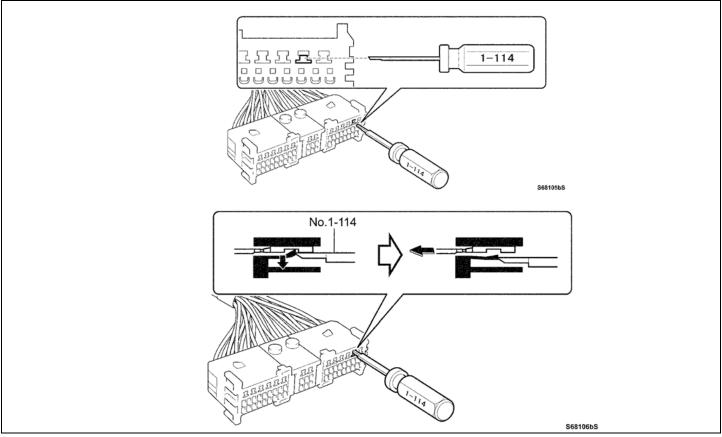


g) Using the terminal removal tool provided for this recall, remove the terminal from position #13.

1.5mm Terminal Removal Video



1.5mm Terminal removal tool





2. ROUTE SUB-HARNESS #7 FOR RH DOOR

- a) Locate sub-harness #7 from the parts kit. It will be the longer of the two harnesses (approx. 15' 4" or 470cm).
- b) Locate the sheet metal brace between the floorboard and the B-pillar on the RH side



c) Route the terminal end of sub-harness #7 (shown in red) under the sheet metal brace at the B-pillar on the RH side. Start at the rear of the brace and push the wire through the space between the brace and floorboard until it is reachable from the front side of the brace.

Note: The pictures in these instructions show the subharnesses as red in color. This is for illustrative purposes only. The parts you will actually install on the car will be black.



- d) Pull about 10' (300cm) of sub-harness #7 through the brace.
- e) Lay the wire across the floorboard so that it can be reached from the LH side.



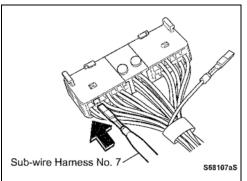
- f) At the front of the LH B-pillar, route sub-harness #7 as shown. It needs to be routed under the transverse and the longitudinal body harness.
- g) Pull about 4' (122cm) of the sub-harness through.



h) Route the terminal end of the sub-harness #7 between the connector block and the brake pedal brace; on top of the body harness.

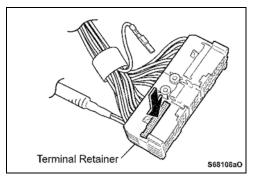


 Route the harness around the back side of the connector block, making sure to have the wire behind (bulkhead side) the brake pedal wire harness.

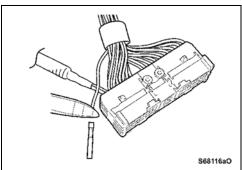


3. INSTALL SUB-HARNESS INTO CONNECTOR 2A

- a) Verify the secondary terminal lock is still unlocked.
- b) Insert the terminal end of sub-harness #7 into cavity #13 of connector 2A for 2011-2014 (the same location that you previously removed the light green wire).
- c) Verify correct installation by pulling lightly on the wire to ensure that it is properly latched into the connector. The wire should not pull out of the connector.

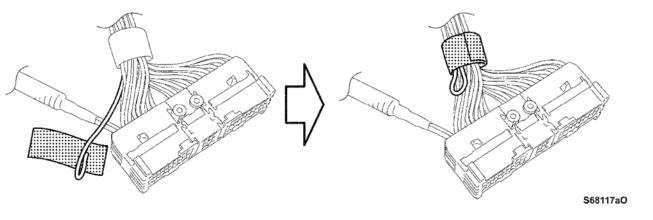


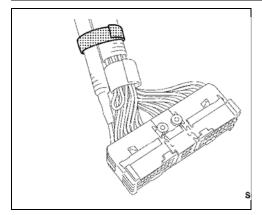
d) Engage the primary terminal lock by pressing in.



e) Cut the terminal end off of the light green wire that was removed from connector 2A pin 13.

f) Apply electrical tape to the end of the cut wire, and secure it to the main harness as shown.





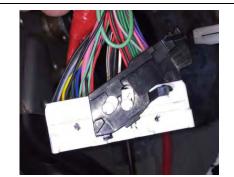
g) Wrap electrical tape around sub-harness #7 and the main wire harness for connector 2A.



h) Reinstall the primary locking arm to the closed position.



Attempting to install the Connector Locking Arm in the open position will result in damage to the alignment guide. Be sure to install the locking arm in the closed position.

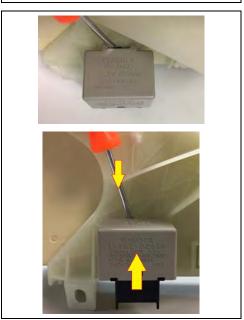


i) Release the latches on each side and rotate the locking arm to the open position.



4. TRANSFER BODY ECU TO NEW JUNCTION BLOCK

- a) Remove the Body ECU (black) from the original JB (beige) by inserting a small screwdriver into the access opening on the side with the connectors.
- b) Depress the release tab while gently prying upward on the Body ECU. Continue to lift the Body ECU to disengage the hooks at the rear of the Body ECU.
- c) Verify the part number of the *NEW* Junction Block: 82730-08120 for 2011-2014
- d) Install the original Body ECU into the NEW Junction Block.



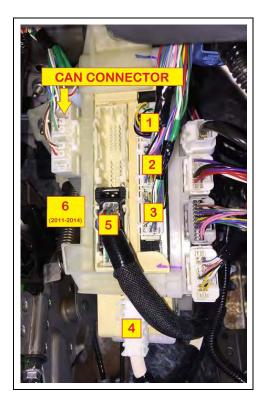
5. TRANSFER TURN SIGNAL FLASHER TO NEW JUNCTION BLOCK

a) Remove the turn signal flasher from the original JB by inserting a pocket sized screwdriver between the two housings. It will be necessary to insert the screwdriver at an angle from the left edge because of the interference with the JB brace. Pushing in on the screwdriver should release the lock and allow the flasher to slide off the JB.



6. INSTALL JUNCTION BLOCK

- a) Reinstall the bottom connector (2A) into the rear of the JB and lock into place.
- b) Slide the yellow safety lock over connector 2A.
- c) Install the top connector (2D) into the rear of the JB and lock into place.



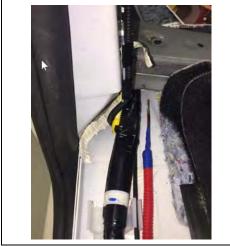
- d) As you guide the JB into place, reattach the junction connector bracket on the right.
- e) Guide the JB over the 2 mounting studs and start the nuts.

 Torque to 75 in.lbs {8.5 N·m, 87 kgf·cm}
- f) Reinstall the connectors #1-5 as shown.
- g) Install connector #6 for the turn signal flasher
- h) Notice that the 7th connector (2H) will not be installed at this time.
- i) Slide the CAN communication housing into place

X. SUB HARNESS #9 INSTALLATION



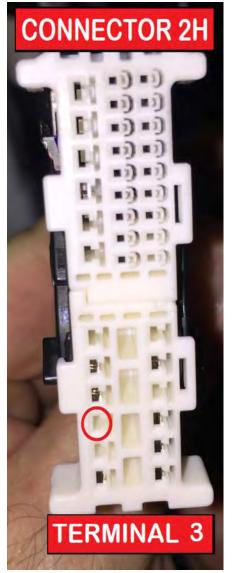
- 7. ROUTE SUB-HARNESS #9 FOR LH SLIDING DOOR
 - a) Locate sub-harness #9 from the parts kit. It will be the shorter of the two harnesses (approx. 9'2" or 280cm).
 - b) Locate the sheet metal brace between the floorboard and the B-pillar on the LH side.



c) Route the terminal end of sub-harness #9 under the sheet metal brace at the B-pillar on the LH side. Start at the rear of the brace and push the wire through the space between the brace and floorboard until it is reachable from the front side of the brace.

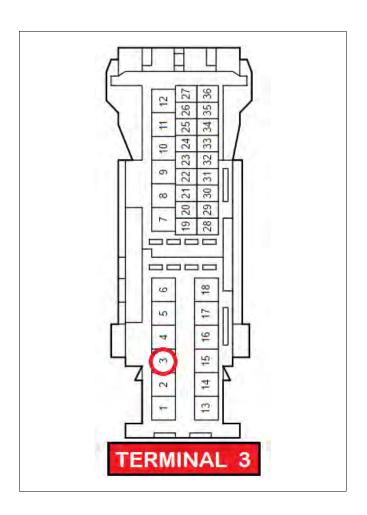


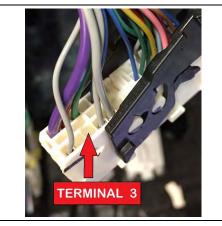
- d) Route sub-harness #9 between the B-pillar and the small wire harness the runs vertically to the door jamb switch.
- e) Pull about 4' (122cm) of sub-harness #9 through.



2. INSTALL SUB-HARNESS #9 INTO CONNECTOR 2H

- a) Locate connector 2H. It's one of the two large connectors that plugs into the front of the JB.
- b) Locate terminal #3 of connector 2H.





c) Turn the connector around to view the wire side. Locate terminal #3. This will be an open cavity with no wire installed.



If there is a wire in terminal 3, you have not properly identified connector 2H.



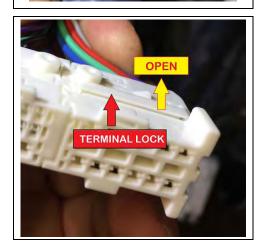
d) Fold the Connector Locking Arm to the locked position by first releasing the latch on both sides and then pivoting the arm to the locked position.



e) Slide the Connector Locking Arm off the connector by first pulling outward at the rear of the Arm on both sides, about 1/4" (6mm). This should be just enough for the slots on the Primary Locking Arm to clear the pins on the connector.

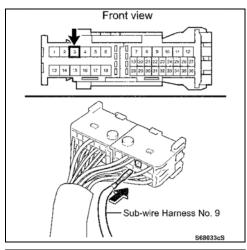


Attempting to remove the Connector Locking Arm in the open position will result in damage to the alignment guide. Be sure to first close the Locking Arm before attempting to remove it.

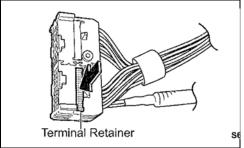


f) Unlock the secondary terminal lock by using a very small pick or screwdriver (do not use the terminal removal tool). Pry up at both ends until the secondary terminal lock has popped up about 1/32" (1mm)

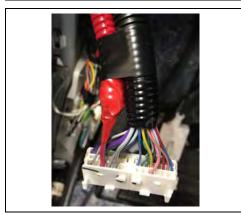
Note: The secondary terminal lock will not pop up any more than about 1/32" (1mm). DO NOT force it any more than this. Make sure that it is evenly open from end to end.



- g) Insert the terminal end of sub-harness #9 into terminal #3 of connector 2H.
- h) Verify correct installation by pulling lightly on the wire to ensure that it is properly latched into the connector. The wire should not back out of the connector



i) Relock the terminal lock by pressing in.



j) Wrap electrical tape around sub-harness #9 and the main wire harness for connector 2H. Wrap the tape around the tubing and not the wires.



k) Reinstall the primary locking arm to the closed position.



Attempting to install the Connector Locking Arm in the open position will result in damage to the alignment guide. Be sure to install the locking arm in the closed position.

Connector shown is not 2H



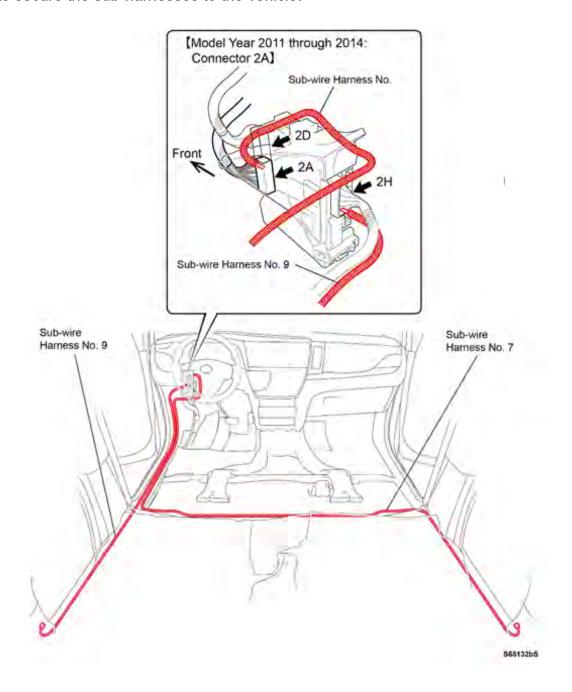
- I) Rotate the locking arm to the open position.
- m) Reinstall connector 2H into th JB.

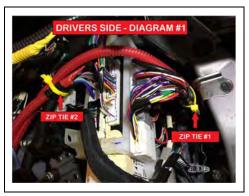
Connector shown is not 2H

XI. ROUTE AND SECURE SUB-HARNESSES

1. PRINT THE LAYOUT DIAGRAMS

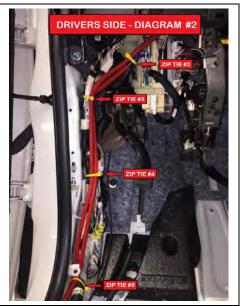
- a) Print the full page layout diagrams from section XIII.
- b) The diagrams are labeled in reference to which side of the vehicle they belong, and the order from front to back.
- c) Lay the diagrams onto the floorboard of the vehicle in the proper order.
- d) Use the diagrams as a visual aid to properly route the sub-harnesses and install the zip ties to secure the sub-harnesses to the vehicle.





2. ROUTING ON DRIVERS SIDE: DIAGRAM #1

- a) Starting at the JB, ensure that sub-harness #7 from the back side of JB has a gentle radius as it wraps around to the front of the JB. Be sure that is clear of the brake pedal bracket. Wrap Zip Tie #1 around sub-harness #7 and the body harness that feeds the connector block on the side of the JB.
- b) Zip Tie #2 will be detailed on the next diagram.



3. ROUTING ON DRIVERS SIDE: DIAGRAM #2

- a) Wrap Zip Tie #2 around both sub-harnesses and the connector harness. Be sure the zip tie is wrapped around the tubing, and the wires.
- b) Wrap Zip Tie #3 around both sub-harnesses and the main body harness, just above the clip.
- c) Wrap Zip Tie #4 around both sub-harnesses and the main body harness
- d) Wrap Zip Tie #5 as the sub-harnesses make the 90 degree turn to run along the door sill. Leave as much room as possible for the clip of the Cowl Side trim panel behind the mounting bracket.



4. ROUTING ON DRIVERS SIDE: DIAGRAM #3

- a) Zip tie #5 was detailed on Diagram #1
- b) Route both sub harnesses along the sill, to the outside of the white plastic clips that are holding the body harness. There is enough room for one harness to lay on top of the other harness.



5. ROUTING ON DRIVERS SIDE: DIAGRAM #4

- a) Wrap Zip tie #6 around sub harness #7 and the main body harness.
- b) Wrap Zip tie #7 around the body harness and the subharness.
- c) Run the sub-harness along the floorboard rail all the way to the passenger's side. No zip ties are required.



ROUTING ON DRIVERS SIDE: DIAGRAM #5

a) Wrap Zip Tie #8 & #9 around the sub harness and the body harness, but not around the fuel door release cable.



7. ROUTING ON DRIVERS SIDE: DIAGRAM #6

- b) Zip Tie #9 was detailed on Diagram #5
- c) Wrap Zip Tie # 10 & #11 around the sub harness and the body harness. It is critical to prevent pinching from the door sill molding that the sub-harness is routed directly on top of the body harness.



ROUTE THE SUB-HARNESS ON TOP OF THE BODY HARNESS TO PREVENT CRUSHING FROM THE DOOR SILL MOLDING.



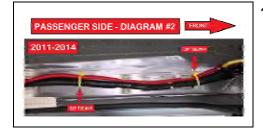
8. ATTACH SUB-HARNESS CONNECTOR LH

 a) Slide the connector end of the sub-harness onto the open slot of the connector mounting block at the base of the Cpillar.



9. ROUTING ON PASSENGERS SIDE: DIAGRAM #1

- a) Wrap Zip Tie #12 around the body harness and the subharness.
- b) Wrap Zip Tie around the body harness. Be sure there is a large enough radius in the wire and it goes under the B-pillar brace.



10. ROUTING ON PASSENGERS SIDE: DIAGRAM #2

a) Route the sub harness as shown in the diagram and attach them to the main body harness with the zip ties in the locations indicated.

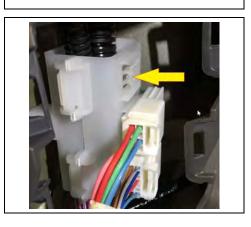


11. ROUTING ON PASSENGERS SIDE: DIAGRAM #3

a) Route the sub-harness directly on top of the body harness in the areas indicated as critical placement. This position is critical to prevent damage to the sub-harness then the rear door scuff plate is installed. Place the zip ties as indicated.



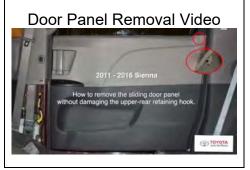
ROUTE THE SUB-HARNESS ON TOP OF THE BODY HARNESS TO PREVENT CRUSHING FROM THE DOOR SILL MOLDING.



12. ATTACH SUB-HARNESS CONNECTOR RH

 a) Slide the connector end of the sub-harness onto the open slot of the connector mounting block at the base of the Cpillar.

XII. REPLACE SLIDING DOOR HARNESS LH & RH



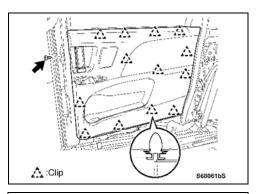
. REMOVE LH & RH SLIDING DOOR PANEL

a) View the door panel removal video.

Door Panel Removal Video

Note: The sliding door panels remove in a manor different than many other door panels. Using the methods shown in the video will help prevent damage. The video details the 2015-2016 models. There are variations in design between model years, but this procedure will work with all model years.

- b) Remove the window switch panel.
- c) Disengage the electrical connector on the switch.
- d) Slide the door lock to the locked position.



- e) Remove the screw
- f) Disengage the 13 clips
- g) If equipped with 10 Speaker Audio, remove the electrical connector for the speaker.



2. VERIFY REPLACEMENT DOOR HARNESS

 a) Locate the part number tag on the sliding door wire harness. Use the following chart to verify the *NEW* harness is the correct replacment for the original harness removed from the vehicle.



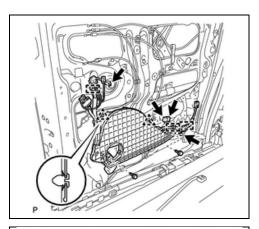
	Left side (drivers)		
	Original Part #	New Part #	
2044 2044	82054-08070	82054-08150	
2011-2014	82054-08090	82054-08160	
	82054-08100	82054-08170	
	82054-08040	82054-08180	

Right side (passengers)			
Original Part #	New Part #		
82053-08050	82053-08160		
82053-08070	82053-08170		
82053-08080	82053-08180		
82053-08090	82053-08190		
82053-08100	82053-08200		
82053-08030	82053-08210		

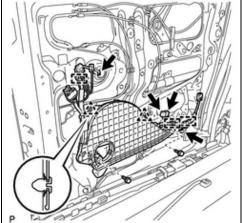


3. REMOVE REAR DOOR WIRE HARNESS LH & RH

- a) Disconnect the two electrical connectors.
- b) Remove the bolt to disengage the harness guide.



- c) Remove the bolt and disengage the guide
- d) Disconnect the electrical connectors
- e) Remove the 3 clamps
- f) Remove the 2 bolts
- g) Disengage the 2 clips and remove the rear door wire harness.

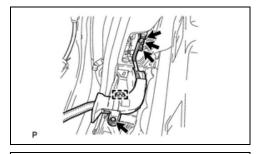


4. INSTALL NEW DOOR HARNESS LH & RH

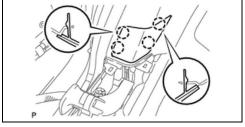
- a) Engage the 2 clips and install assembly
- b) Install 2 bolts

Torque 55 in.lbs {6.2 N·m, 63 kgf·cm}

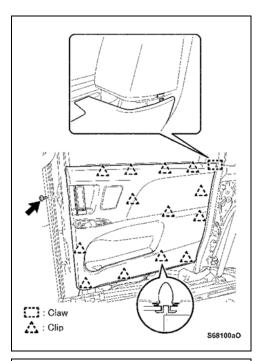
- c) Install 3 clamps
- d) Plug in electrical connectors



- e) Engage the guide and install the bolt Torque 55 in.lbs {6.2 N·m, 63 kgf·cm}
- f) Connect the three electrical connectors

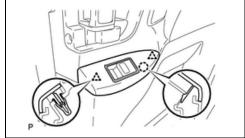


g) Install the quarter trim hole cover.



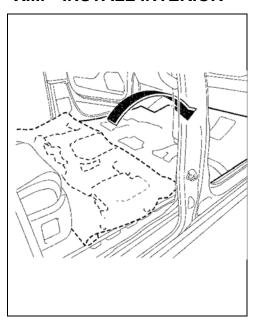
5. INSTALL DOOR PANEL LH & RH

- a) Verify that the door lock slider is still in the unlocked position.
- b) If vehicle is equipped with the 10 speaker audio system, connect the speaker electrical connector.
- c) Insert the claw of the door panel in the slot in the window garnish as indicated.
- d) Engage the 15 clips by pushing in on the door panel.
- e) Reinstall the retaining screw.



f) Reinstall the window switch plate and electrical connector.

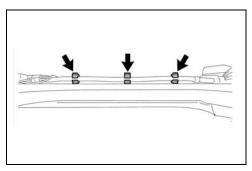
XIII. INSTALL INTERIOR

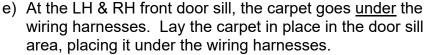


1. INSTALL CARPET

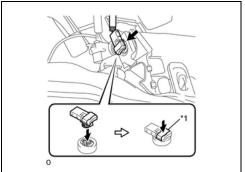
- a) Lay the carpet back into the front of the vehicle.
- b) Be sure to align and thoroughly engage the two Velcro type fasteners under the accelerator and brake pedals. Ensure that the Velcro on the carpet is properly attached to the vehicle to prevent the carpet from shifting under the accelerator pedal.
- c) Align and thoroughly engage the Velcro type fastener in the passengers footwell.
- d) Route the harness for the seats and audio amplifier (if equipped) through the openings in the carpet.







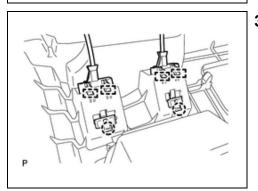
- f) Install the *NEW* floor carpet hooks from the kit.
- g) Install the body harness and fuel door cable (LH side) into the clips in the *NEW* floor carpet hooks.
- h) Route sub-harness #7 & #9 to the outside of the floor carpet hooks (LH side only).



2. INSTALL KNEE AIR BAG

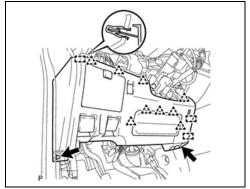
- a) Verify that the 12v battery is still disconnected, and has been for at least 90 seconds.
- b) Connect the airbag connector. Be sure the engage the lock.
- c) Reconnect the DLC3 connector to the bracket at the base of the knee airbag.
- d) Install the 4 bolts for the knee airbag.

Torque 7 ft.lbs {10 N·m, 102 kgf·cm}

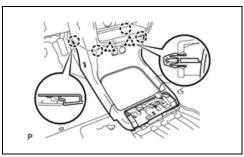


3. INSTALL LOWER FINISH PANEL

- a) Slide the fuel door and hood release assemblies into place to engage the claws.
- b) Reconnect the electrical connectors for the Sliding Door, TPWS, Interior Room temp sensor, and others depending on options.

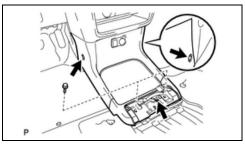


- c) Push in on the lower finish panel to engage the 9 clips and 3 guides.
- d) Install the 2 bolts.

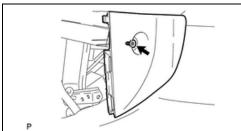


4. INSTALL LOWER CENTER PANEL

a) Slide the Lower Center panel in to engage the 4 claws and 2 guides.

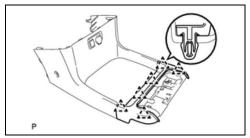


- b) Install 2 bolts.
- c) Install 3 clips.



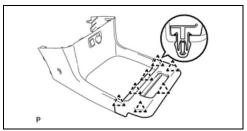
5. INSTALL FINISH PANEL ENDS LH & RH

- a) Align guides with Lower Center Panel.
- b) Install clip.



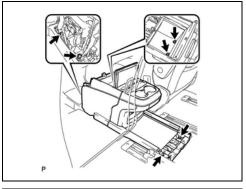
6. INSTALL LOWER CENTER COVER (w/ CONSOLE BOX)

a) Push down to engage the 6 clips.

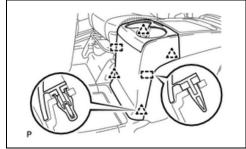


7. INSTALL LOWER CENTER COVER (w/o CONSOLE BOX)

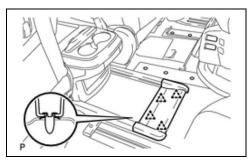
a) Push down to engage the 7 clips.



- 8. INSTALL FRONT CONSOLE BOX (w/ SLIDING TYPE)
 - a) Set the console assembly into place.
 - b) Install 6 bolts.
 - c) Install the felt liner in the bottom of the box.



d) Slide the cupholder assembly into place at a downward angle.

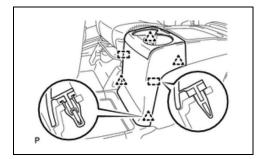


e) Install bottom trim panel by pushing downward to engage the 4 clips.

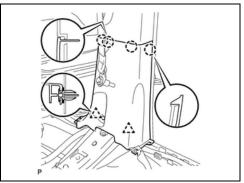


9. INSTALL FRONT CONSOLE BOX (W/O SLIDING TYPE)

- a) Set the console into place.
- b) Install 4 bolts.
- c) Install felt liner in bottom of box.



d) Slide the cupholder assembly into place at a downward angle.

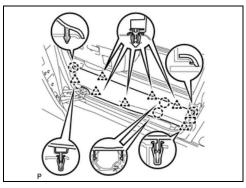


10. INSTALL B-PILLAR TRIM LH & RH

- a) Pull the weather striping away from the B-pillar.
- b) Push in on the trim piece to engage the 4 claws and 2 clips.
- c) Set the weather striping back into place.
- d) Install the seat belt anchor lower bolt

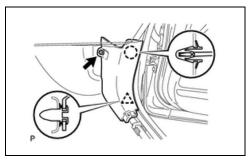
Torque 31 ft.lbs {42 N·m, 428 kgf·cm}

e) Install seat belt anchor lower cover



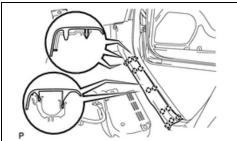
11. INSTALL REAR DOOR SCUFF PLATE LH & RH

a) Push down to engage the 4 claws and 7 clips.



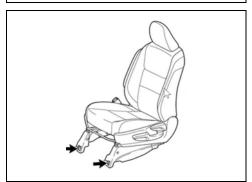
12. INSTALL COWL SIDE TRIM LH & RH

- a) Push the Cowl Side Trim in the engage the 2 clips.
- b) Thread the plastic nut into place.



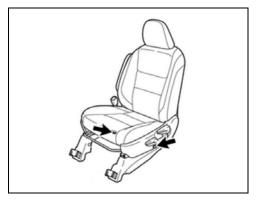
13. INSTALL FRONT DOOR SCUFF PLATE LH & RH

a) Push down to engage the 12 clips



14. INSTALL FRONT SEATS LH & RH

- a) Place the seat in position using extreme care not to damage any of the interior trim.
- b) Install the headrest.
- c) Ensure that the 12v battery is still disconnected, and has been for at least 90 seconds.
- d) Lean the seat rearward and connect the electrical connectors.
- e) Lean the seat forward and start the 2 bolts in the front of the seat tracks, but leave them loose.



f) Connect the 12v battery.



Make sure that the airbag connectors on BOTH seats are connected before the battery is connected.

- g) Move the seat to the forward position and install 2 rear bolts.

 Torque 27 ft.lbs {37 N·m, 377 kgf·cm}
- h) Move the seat to the rear postion and tighten the 2 front bolts.

 Torque 27 ft.lbs {37 N·m, 377 kgf·cm}
- i) Install floor mats.

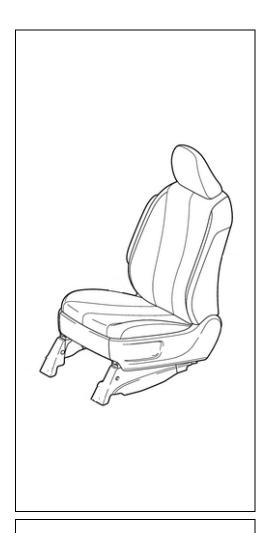
XIV. INITILIZATION

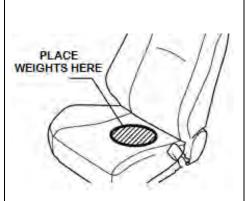
1. INITILIZATION OF POWER SLIDING DOOR

a) Slide the PSD from the open position to the closed position. The door will have significant resistance when moving to the closed position. Once closed, open the door to verify the operation of the Power Sliding Door.

2. INITILIZATION OF POWER BACK DOOR (if equipped)

a) Press the unlock button on the driver's door, then fully close the back door by hand to initialize the power back door system. Press the release button to verify the operation of the Power Back Door





Use SST 00002-09077-01 22 lb. Seat Calibration Weights Qty: 3 (total of 66 lbs)

Do not allow the calibration weights to contact the seaback when placing them on the seat cushion.

3. PASSENGER SEAT ZERO POINT CALIBRATION

The Occupant Detection System must be calibrated after the passenger seat has been removed and reinstalled.

- a) Check that all the following conditions are met:
 - The vehicle is parked on a level surface
 - No objects are placed on the passenger seat
 - The RH front seat belt is disconnected
- b) Adjust the seat position based on the table below.

ADJUSTMENT ITEM	POSITION
Slide Direction	Rearmost Position
Reclining Angle	Upright Position
Headrest Height	Lowest Position
Lifter Height	Lowest Position

- c) Connect the Techstream to the DLC3.
- d) Enter the following menus: Body Electrical / Occupant Detection / Utility / Zero Point Calibration.
- e) Perform the Zero Point calibration by following the prompts from the Techstream.
- f) If the Zero Point calibration is successful, "Zero Point calibration is complete" will be displayed. Proceed to the Sensitivity Check.
- g) If the Zero Point Calibration did not complete, refer to the Repair manual for further instructions.

4. SENSITIVITY CHECK

After completing the Zero Point Calibration, the Occupant Detection sensor will need to be tested.

- a) Enter the following menus: Body Electrical / Occupant Detection / Utility / Sensitivity Check
- b) Confirm that the sensor reading is within standard range:
 - -7.0 to 7.0 lbs. (-3.2 to 3.2 kg)
- c) Place 3 of the 22 lb. seat calibration weights (SST 00002-09077-01) on the seat as shown in the illustration. (Total of 66 lbs.)

Note: Do not allow the calibration weights to contact the seatback when placing them on the seat cushion.

d) Confirm that the value displayed is within range:

59.5 to 72.8 lbs (27 to 33 kg)

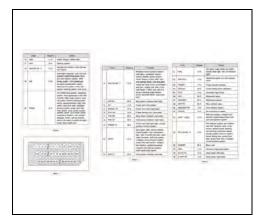
Note: If the values are not within the standard range, refer the Manual for further instructions



5. HEALTH CHECK

- a) Perform a Health Check. Review the results and note any DTC's. If necessary, diagnose any DTC's and correct the issues found.
- b) Clear codes in all ECU's.
- c) Perform a Health Check and verify that no codes are present.

XV. OWNERS MANUAL UPDATE (2011-2014)



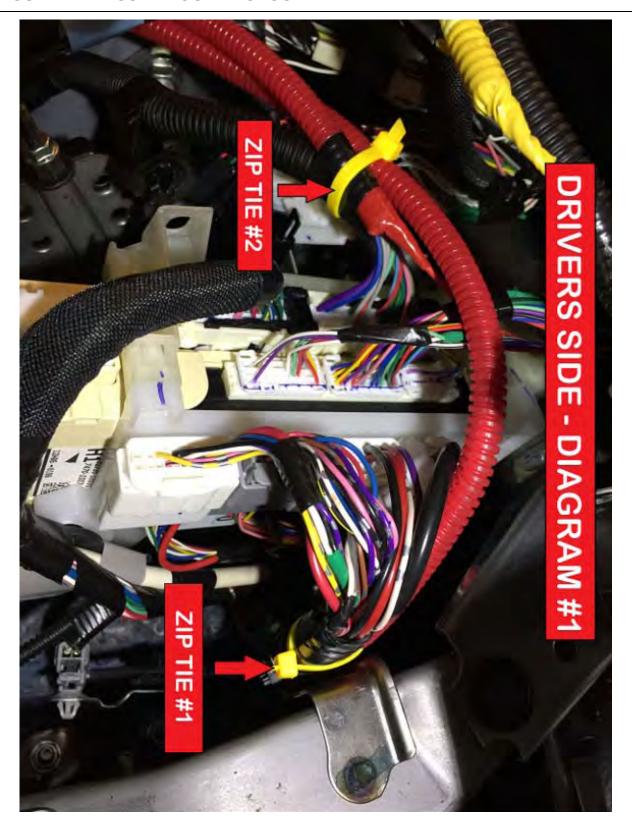
1. UPDATE FUSE INFORMATION

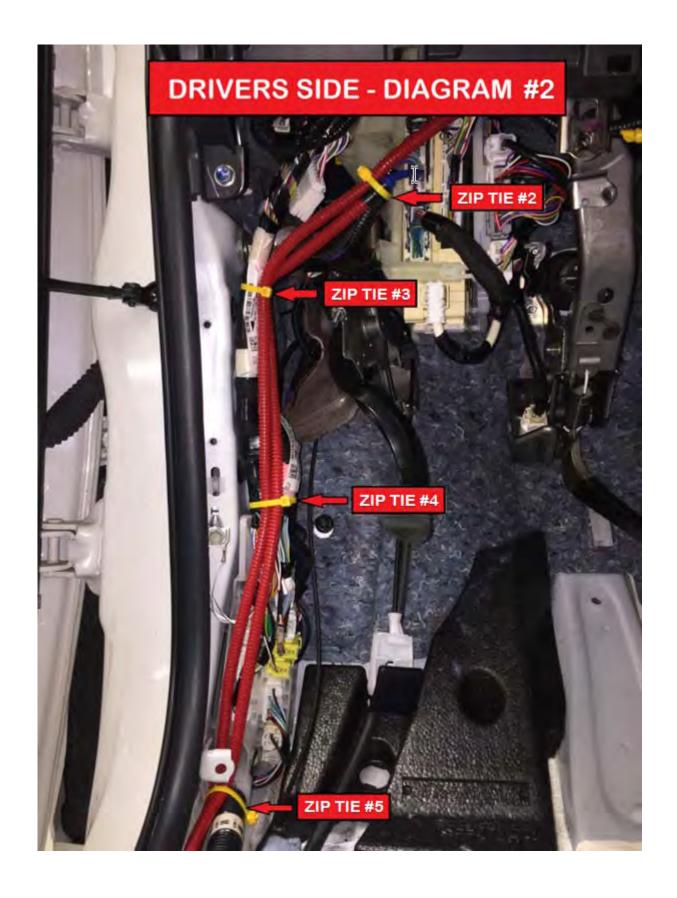
a) Using the following chart, apply each of the 4 labels to the appropriate page in the Owner's Manual. These labels will update the fuse location and rating for the *NEW* Junction Block.

OWNERS MANUAL UPDATE PAGES

	2011	2012	2013	2014
Sticker 1	656	704	720	719
Sticker 2	657	705	721	720
Sticker 3	658	706	722	721
Sticker 4	659	707	723	722

XVI. SUB-HARNESS LAYOUT PHOTOS





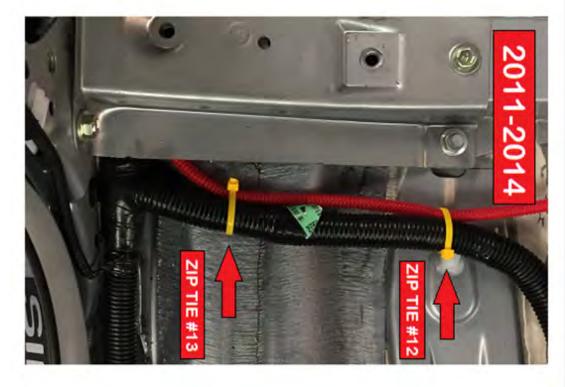




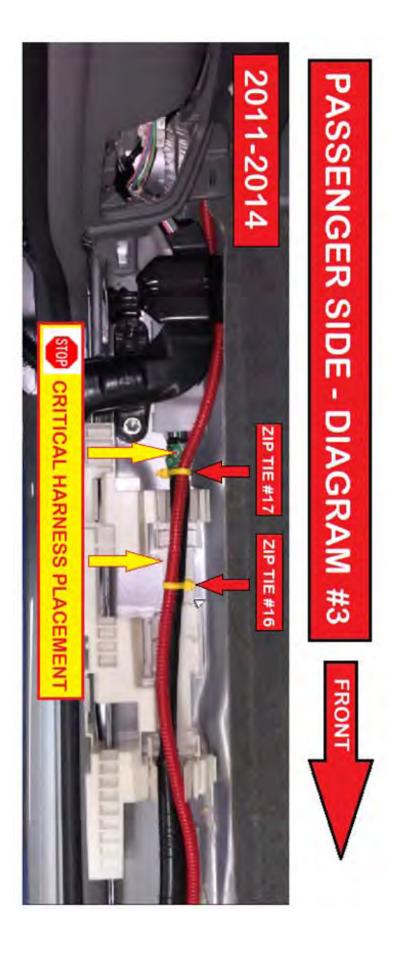












■ VERIFY REPAIR QUALITY ▶

Confirm the following is operational:

- Power sliding doors (LH & RH)
- Power Windows (FR, FL, RR, RL)
- Power Door Locks (FR, FL, RR, RL)

Verify the following:

- Health Check shows no DTC's
- Passenger seat has had Zero Point Calibration and Sensitivity Check completed.
- Owners Manual Update labels have been applied.

XVII. APPENDIX



1. REPLACEMENT OF 0.64MM TERMINAL

If connectors 2A, 2D, or 2H are damaged while servicing, the terminals can be removed so that these connectors can be replaced. An additional terminal removal tool has been provided to remove the 0.64mm terminals in these connectors. The part numbers for these connectors is provided in Section III. View the following animation to see how the 0.64mm terminals are removed:

0.64mm Terminal Removal Video



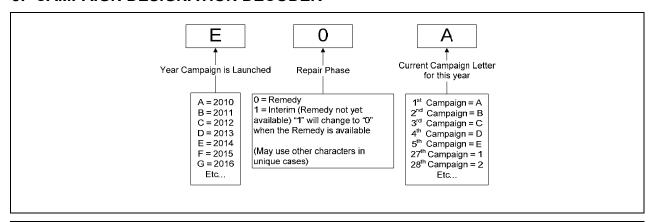
0.64mm Terminal Tool

Note: The cost associated with replacing these damaged connector housings is not covered by this Recall.

2. PARTS DISPOSAL

As required by Federal Regulations, please make sure all recalled parts (original parts) removed from the vehicle are disposed of in a manner in which they will not be reused, **unless requested for parts recovery return**.

3. CAMPAIGN DESIGNATION DECODER



Examples: A0D = Launched in 2010, Remedy Phase, 4th Campaign Launched in 2010 B1E = Launched in 2011, Interim Phase, 5th Campaign Launched in 2011 C1C = Launched in 2012, Interim Phase, 3rd Campaign Launched in 2012

EXHIBIT P

April 10, 2017

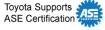


Power Sliding Door 25A Fuse Open

Service

Category Vehicle Exterior

Section Door/Hatch Market USA



Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION
2011 - 2016	Sienna	

Introduction

Some 2011 – 2016 model year Sienna vehicles may exhibit Sliding Door Front and Rear Latches simultaneously NOT latching due to the PSD 25 Amp fuse becoming open. Follow the procedure in this bulletin to address this condition.

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
CGG79A	Fuse Replacement and OM Update	0.2	90080-82055	72	72

APPLICABLE WARRANTY

- This repair is covered under the Toyota Basic Warranty. This warranty is in effect for unlimited mileage and unlimited months of service.
- Warranty application is limited to occurrence of the specified condition described in this bulletin.

Parts Information

PART NUMBER		PART NAME	
PREVIOUS	NEW	PART NAIVIE	
90080-82055	90080-82054	Fuse, Mini	
82672-08090	82672-08091	Cover, Junction Block (For '11 – '14MY)	
82672-08110	82672-08111	Cover, Junction Block (For '15 – '16MY)	
00411-170001		Owner's Manual Fuse Size Stickers (2) (For '11 – '14MY ONLY)	1

NOTE

Owner's Manual Fuse Size Stickers may be ordered from the Materials Distribution Center (MDC) through *Dealer Daily – Parts – Dealer Support Materials Orders*.



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Power Sliding Door 25A Fuse Open

Required Tools & Equipment

REQUIRED EQUIPMENT	SUPPLIER	PART NUMBER	QTY
Techstream 2.0*		TS2UNIT	
Techstream Lite	ADE	TSLITEPDLR01	1
Techstream Lite (Green Cable)		TSLP2DLR01	

^{*} Essential SST.

NOTE

- Only ONE of the Techstream units listed above is required.
- Software version 12.00.125 or later is required.
- Additional Techstream units may be ordered by calling Approved Dealer Equipment (ADE) at 1-800-368-6787.

Repair Procedure

- 1. Before starting fuse replacement, check the sliding door center hinge, upper/lower rail, and weather strip condition first. If ANY abnormalities are found, continue diagnosis and repair, then continue to step 2.
- 2. Check the power sliding door operation, the easy closer operation, the front and rear latch function.

Are ALL functions inoperative?

- YES Continue to step 3.
- NO This bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.
- 3. Open the fuse box cover in the engine compartment and remove the fuse pullout tool.

Figure 1.

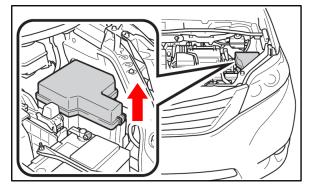
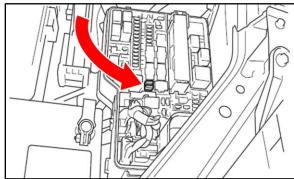


Figure 2.



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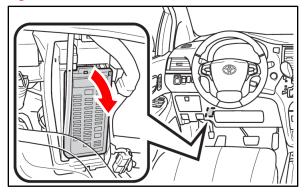
Page 3 of 4

Power Sliding Door 25A Fuse Open

Repair Procedure (Continued)

4. Remove the Junction Block Cover under the instrument panel.

Figure 3.



5. Remove the PSD RH & LH 25A (white) fuses from the fuse slots using the fuse pullout tool. Check the fuses' condition.

Are one of the fuses still open?

- YES Swap the 25A Mini Fuses.
- NO This bulletin does NOT apply. Continue Diagnosis using the applicable Repair Manual.

Check the power sliding door function.

Is the 25A fuse still open?

- YES Diagnose and repair for shorting circuit.
- NO Continue to step 6.

If **BOTH** of the fuses are NOT open, this bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.

- 6. Install the 30A Mini Fuses into the fuse slots for PSD RH & LH.
- 7. Install the NEW Junction Block Cover.
- 8. Return the fuse pullout tool to the fuse box in the engine compartment and install the fuse box cover.
- 9. Disconnect the negative (–) battery terminal. Wait 60 seconds, then connect the negative (–) battery terminal.

Torque: 5.4 N*m (55 kgf*cm, 48 in*lbf)

10. Initialize ALL affected systems.

Refer to the Technical Information System (TIS), applicable model and model year Repair Manual or Initialization Technical Service Bulletins.

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Page 4 of 4

Power Sliding Door 25A Fuse Open

Repair Procedure (Continued)

11. Check the power sliding door operation, the easy closer operation, and the front and rear latch operation.

Are ALL functions operative?

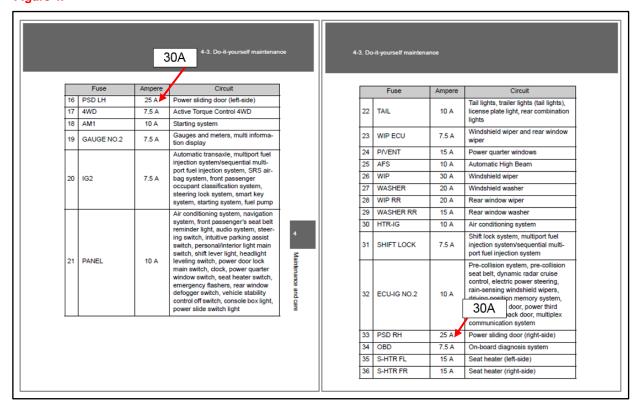
- YES Continue to step 12.
- NO Check the installed 30A fuses condition.

Has the 30A Mini Fuse opened again?

- YES Diagnose for repair for shorting circuit.
- NO This bulletin does NOT apply. Continue diagnosis using the applicable Repair Manual.
- 12. Perform Health Check using Techstream and confirm there are no DTCs present.
- 13. For 2011 2014 model year vehicles, apply the 2 fuse size stickers (30A) over the Ampere rating boxes of both PSD LH and PSD RH on the pages listed.

MODEL YEAR	PAGES REQUIRING UPDATE
2011	657, 658
2012	706, 707
2013	722, 723
2014	721, 722

Figure 4.



14. Return the Owner's Manual to its original location.