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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an
16 individual, on behalf of himself and
17 all others similarly situated in the
18 State of California; KIRK
19 COVIELLO, an individual, on behalf
20 of himself and all others similarly
21 situated in the State of California;
22 KAREN AMBROSE, an individual,
23 on behalf of herself and all others
24 similarly situated in the State of
25 Arizona; PAUL ARELLANO, an
26 individual, on behalf of himself and
27 all others similarly situated in the
28 State of Colorado; CRAIG
GRANGER, an individual, on behalf
of himself and all others similarly
situated in the State of New York;
DAVID DOUGLAS, an individual,
on behalf of himself and all others
similarly situated in the State of
Washington; JOSH DOWNS, an
individual, on behalf of himself and
all others similarly situated in the
State of Illinois; JUAN GIRALDO,
an individual, on behalf of himself

Case No.: 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

CLASS ACTION

**FIFTH AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1 and all others similarly situated in the
2 State of Georgia; MATTHEW
3 SHAFFER, an individual, on behalf
4 of himself and all others similarly
5 situated in the State of Ohio;
6 WAYNE SLATES, an individual, on
7 behalf of himself and all others
8 similarly situated in the State of
9 Oregon; MITCHELL TROCKMAN,
10 an individual, on behalf of himself
11 and all others similarly situated in the
12 State of Minnesota; and JAMIE
13 BROWN, an individual, on behalf of
14 herself and all others similarly
15 situated in the State of Missouri,

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Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., a California corporation,

Defendant.

1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
3 Richard S. Cornfeld, *admitted pro hac vice*
4 Daniel S. Levy, *admitted pro hac vice*
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Attorneys for Plaintiffs

TABLE OF CONTENTS

1

2 INTRODUCTION 3

3

4 PLAINTIFFS 6

5

6 DEFENDANT 10

7

8 JURISDICTION AND VENUE..... 11

9

10 CLASS ACTION ALLEGATIONS 11

11

12 FACTUAL ALLEGATIONS..... 13

13

14 A. The Class Vehicles..... 13

15

16 B. Toyota’s Knowledge of the Echo Defect 15

17

18 1. Toyota’s Knowledge of the Echo Defect from Online Forums

19 and Customer Complaints..... 15

20

21 2. Toyota’s Knowledge of the Echo Defect Evidenced by Its 2017

22 Technical Service Bulletin.....**Error! Bookmark not defined.**

23

24 3. Toyota’s Knowledge of the Echo Defect Evidenced by Customer

25 Complaints Made Directly to Toyota..... 18

26

27 4. Toyota’s Knowledge of the Echo Defect Evidenced by Its 2018

28 and 2020 “Tech Tips,” 18

C. The Echo Defect is a Material Fact that Toyota Failed to Disclose 21

D. Toyota’s Practices Are Unethical and Violated Established Ethical Standards 24

1. DMA Ethical Guidelines..... 24

2. AMA Statement of Ethics 26

E. Plaintiffs’ Experiences 28

1. Plaintiff Glenn Kesselman (California) 28

2. Plaintiff Kirk Coviello (California) 30

3. Plaintiff Karen Ambrose (Arizona)..... 33

1	4. Plaintiff Paul Arellano (Colorado).....	35
2	5. Plaintiff Craig Granger (New York)	38
3	6. Plaintiff David Douglas (Washington).....	40
4	7. Plaintiff Josh Downs (Illinois).....	42
5	8. Plaintiff Juan Giraldo (Georgia)	45
6	9. Plaintiff Matthew Shaffer (Ohio).....	47
7	10. Plaintiff Wayne Slates (Oregon).....	50
8	11. Plaintiff Jamie Brown (Missouri)	52
9	12. Plaintiff Mitchell Trockman (Minnesota)	55
10	FIRST CAUSE OF ACTION.....	57
11	SECOND CAUSE OF ACTION.....	60
12	THIRD CAUSE OF ACTION	63
13	FOURTH CAUSE OF ACTION.....	65
14	FIFTH CAUSE OF ACTION	68
15	SIXTH CAUSE OF ACTION.....	70
16	SEVENTH CAUSE OF ACTION.....	73
17	EIGHTH CAUSE OF ACTION.....	77
18	NINTH CAUSE OF ACTION	80
19	TENTH CAUSE OF ACTION	84
20	ELEVENTH CAUSE OF ACTION	87
21	TWELFTH CAUSE OF ACTION	90
22	THIRTEENTH CAUSE OF ACTION	93
23	PRAYER FOR RELIEF	96
24	DEMAND FOR JURY TRIAL.....	98
25		
26		
27		
28		

1 **FIFTH AMENDED CLASS ACTION COMPLAINT**

2 Plaintiffs Glenn Kesselman, Kirk Coviello, Karen Ambrose, Paul
3 Arellano, Craig Granger, David Douglas, Josh Downs, Juan Giraldo, Matthew
4 Shaffer, Wayne Slates, Mitchell Trockman, and Jamie Brown on behalf of
5 themselves and all others similarly situated in their respective states
6 (collectively “Plaintiffs”), file this Fifth Amended Complaint against Defendant
7 Toyota Motor Sales, U.S.A., Inc. (“Toyota”), based on personal knowledge as
8 to their own actions and on information and belief, based on the investigation of
9 counsel, as to Toyota’s conduct and practices. Plaintiffs bring this action for
10 injunctive relief against Toyota.

11 **INTRODUCTION**

12 1. Plaintiffs bring this class action individually and on behalf of a
13 Class of similarly situated individuals within their respective states, as more
14 fully alleged herein (referred to collectively as “Class Members”), who
15 purchased or leased a Toyota vehicle with a defective hands-free phone system,
16 such that when the driver of the Toyota uses the hands-free phone system to
17 make or receive a call, the person on the other end of the call hears an echo of
18 his or her own words (referred to herein as the “Echo Defect”). The Echo Defect
19 exists due to a defect in the “head unit” hardware and/or software used by Toyota
20 and placed in every Class Vehicle.

21 2. A “Class Vehicle” is defined as a Toyota 2014-2019 4Runner, 2015-
22 2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019
23 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime,
24 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma,
25 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris..

26 3. The Echo Defect creates a safety hazard and/or makes continuation
27 of a phone conversation impossible to maintain.

28

1 4. The Echo Defect exists regardless of whether the Toyota driver
2 initiates or receives the phone call, and whether the person on the other end is
3 using a cell phone, a landline, or a hands-free phone system in or out of a vehicle.

4 5. Toyota has known about the Echo Defect since at least 2017. As
5 set forth herein, Toyota has repeatedly been notified of the Echo Defect since
6 2017. Toyota has also issued several Tech Tips to its dealers related to the Echo
7 Defect in 2017, 2018, 2019, and 2020.

8 6. The Tech Tips provide a procedure for adjusting the volume of the
9 Class Vehicle's head unit and the cellular phone that works to alleviate the Echo
10 Defect.

11 7. Despite providing its dealers the Tech Tip since 2017, Toyota failed
12 to notify Plaintiffs and Class Members of the Echo Defect prior to their
13 purchases or leases of Toyota's vehicles.

14 8. Despite providing its dealers the Tech Tips beginning in 2018,
15 Toyota did not, and still does not, provide the Tech Tips to potential purchasers
16 or lessees of the Class Vehicles, or otherwise notify them of the Echo Defect,
17 prior to their purchase or lease of a Class Vehicle.

18 9. Despite providing its dealers the Tech Tips since 2018, Toyota did
19 not provide, and still has not provided, the Tech Tips to Plaintiffs and Class
20 Members or otherwise notified Plaintiffs and the Class Members of the Echo
21 Defect or of a known volume adjustment that works to alleviate the Echo Defect
22 following their purchases or leases of the Class Vehicles.

23 10. Moreover, the Tech Tips inadequately describe the volume-
24 adjustment procedure for alleviating the Echo Defect, and providing them
25 directly to consumers would create a safety hazard as it would lead drivers to
26 make the recommended volume adjustments while driving the Class Vehicles.

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1 11. Toyota's actions as alleged herein violate the various consumer
2 protection statutes in each of the Plaintiffs' states by means of unfair practices,
3 deception and omissions, and also constitute unjust enrichment.

4 12. Toyota has not directly disclosed to Plaintiffs and the Class
5 Members the existence of the Echo Defect (which is not readily apparent to the
6 driver of the vehicle). Further, Toyota has not adequately described any fix
7 and/or volume workaround to resolve the impact of the Echo Defect, or provided
8 any such workarounds to Plaintiffs and the Class Members prior to or following
9 their purchases or leases of the Class Vehicles.

10 13. Accordingly, the Echo Defect present in Plaintiffs and the Class
11 Members' vehicles has not been resolved and is an ongoing defect that continues
12 to cause harm to Plaintiffs and the Class Members for which legal remedies are
13 inadequate by creating a safety risk through their inability to use the Class
14 Vehicle's hands-free Bluetooth system.

15 14. Furthermore, Plaintiffs and Class Members desire to purchase
16 vehicles from Toyota in the future and would consider spending their money to
17 purchase vehicles from Toyota in the future if Toyota acknowledged the
18 existence of a known issue in the Class Vehicles including the Echo Defect and
19 provided an adequate remedy for the Echo Defect and proper notice thereof.
20 Such acknowledgement of the Echo Defect and notice of a remedy would enable
21 Plaintiffs to have the confidence to rely on Defendant's representations in the
22 future when considering whether to purchase Defendant's vehicles, which would
23 otherwise be lacking. Accordingly, without such acknowledgment of the Echo
24 Defect, adequate remedy, and notice thereof, Plaintiffs and the Class Members
25 will continue to suffer harm for which remedies at law are inadequate.

26 15. Finally, Toyota's lack of an adequate description to remedy the
27 Echo Defect and notice thereof hinders Plaintiffs' and the Class Members'
28 ability to maximize the resale or trade-in value of their Class Vehicles when they

1 sell them in the future. The resale/trade-in value for such Class Vehicles is lower
2 for a vehicle with a known Echo Defect and inadequately described workaround
3 versus the same vehicle with a known Echo Defect and adequately described
4 workaround. Thus, Toyota’s lack of an adequate description to remedy the Echo
5 Defect and notice thereof causes Plaintiffs and the Class Members the risk of
6 future harm for which legal remedies are inadequate.

7 **PLAINTIFFS**

8 16. Plaintiff GLENN KESSELMAN and Plaintiff KIRK COVIELLO,
9 citizens of the State of California, bring this class action individually and on
10 behalf of a Class of similarly situated individuals defined as follows:

11 All citizens of the State of California who, within the applicable
12 statute of limitations preceding the filing of this lawsuit to the date
13 of class certification, purchased or leased a Class Vehicle within the
14 State of California (hereinafter the “California Class”).

15 17. At all relevant times herein mentioned, Plaintiff GLENN
16 KESSELMAN and Plaintiff KIRK COVIELLO were members of the California
17 Class.

18 18. Plaintiff KAREN AMBROSE, a citizen of the State of Arizona,
19 brings this class action individually and on behalf of a Class of similarly situated
20 individuals defined as follows:

21 All citizens of the State of Arizona who, within the applicable statute
22 of limitations preceding the filing of this lawsuit to the date of class
23 certification, purchased or leased a Class Vehicle within the State of
24 Arizona (hereinafter the “Arizona Class”).

25 19. At all relevant times herein mentioned, Plaintiff KAREN
26 AMBROSE was a member of the Arizona Class.

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1 20. Plaintiff PAUL ARELLANO, a citizen of the State of Colorado,
2 brings this class action individually and on behalf of a Class of similarly situated
3 individuals defined as follows:

4 All citizens of the State of Colorado who, within the applicable
5 statute of limitations preceding the filing of this lawsuit to the date
6 of class certification, purchased or leased a Class Vehicle within the
7 State of Colorado (hereinafter the “Colorado Class”).

8 21. At all relevant times herein mentioned, Plaintiff PAUL
9 ARELLANO was a member of the Colorado Class.

10 22. Plaintiff CRAIG GRANGER, a citizen of the State of New York,
11 brings this class action individually and on behalf of a Class of similarly situated
12 individuals defined as follows:

13 All citizens of the State of New York who, within the applicable
14 statute of limitations preceding the filing of this lawsuit to the date
15 of class certification, purchased or leased a Class Vehicle within the
16 State of New York (hereinafter the “New York Class”).

17 23. At all relevant times herein mentioned, Plaintiff CRAIG
18 GRANGER was a member of the New York Class.

19 24. Plaintiff DAVID DOUGLAS, a citizen of the State of Washington,
20 brings this class action individually and on behalf of a Class of similarly situated
21 individuals defined as follows:

22 All citizens of the State of Washington who, within the applicable
23 statute of limitations preceding the filing of this lawsuit to the date
24 of class certification, purchased or leased a Class Vehicle within the
25 State of Washington (hereinafter the “Washington Class”).

26 25. At all relevant times herein mentioned, Plaintiff DAVID
27 DOUGLAS was a member of the Washington Class.

28

1 26. Plaintiff JOSH DOWNS, a citizen of the State of Illinois, brings this
2 class action individually and on behalf of a Class of similarly situated
3 individuals defined as follows:

4 All citizens of the State of Illinois who, within the applicable statute
5 of limitations preceding the filing of this lawsuit to the date of class
6 certification, purchased or leased a Class Vehicle within the State of
7 Illinois (hereinafter the “Illinois Class”).

8 27. At all relevant times herein mentioned, Plaintiff JOSH DOWNS
9 was a member of the Illinois Class.

10 28. Plaintiff JUAN GIRALDO, a citizen of the State of Georgia, brings
11 this class action individually and on behalf of a Class of similarly situated
12 individuals defined as follows:

13 All citizens of the State of Georgia who, within the applicable statute
14 of limitations preceding the filing of this lawsuit to the date of class
15 certification, purchased or leased a Class Vehicle within the State of
16 Georgia (hereinafter the “Georgia Class”).

17 29. At all relevant times herein mentioned, Plaintiff JUAN GIRALDO
18 was a member of the Georgia Class.

19 30. Plaintiff MATTHEW SHAFFER, a citizen of the State of Ohio,
20 brings this class action individually and on behalf of a Class of similarly situated
21 individuals defined as follows:

22 All citizens of the State of Ohio who, within the applicable statute
23 of limitations preceding the filing of this lawsuit to the date of class
24 certification, purchased or leased a Class Vehicle within the State of
25 Ohio (hereinafter the “Ohio Class”).

26 31. At all relevant times herein mentioned, Plaintiff MATTHEW
27 SHAFFER was a member of the Ohio Class.

28

1 32. Plaintiff WAYNE SLATES, a citizen of the State of Oregon, brings
2 this class action individually and on behalf of a Class of similarly situated
3 individuals defined as follows:

4 All citizens of the State of Oregon who, within the applicable statute
5 of limitations preceding the filing of this lawsuit to the date of class
6 certification, purchased or leased a Class Vehicle within the State of
7 Oregon (hereinafter the “Oregon Class”).

8 33. At all relevant times herein mentioned, Plaintiff WAYNE SLATES
9 was a member of the Oregon Class.

10 34. Plaintiff MITCHELL TROCKMAN, a citizen of the State of
11 Minnesota, brings this class action individually and on behalf of a Class of
12 similarly situated individuals defined as follows:

13 All citizens of the State of Minnesota who, within the applicable
14 statute of limitations preceding the filing of this lawsuit to the date
15 of class certification, purchased or leased a Class Vehicle within the
16 State of Minnesota (hereinafter the “Minnesota Class”).

17 35. At all relevant times herein mentioned, Plaintiff MITCHELL
18 TROCKMAN was a member of the Minnesota Class.

19 36. Plaintiff JAMIE BROWN, a citizen of the State of Missouri, brings
20 this class action individually and on behalf of a Class of similarly situated
21 individuals defined as follows:

22 All citizens of the State of Missouri who, within the applicable
23 statute of limitations preceding the filing of this lawsuit to the date
24 of class certification, purchased or leased a Class Vehicle within the
25 State of Missouri (hereinafter the “Missouri Class”).

26 37. At all relevant times herein mentioned, Plaintiff JAMIE BROWN
27 was a member of the Missouri Class.

28

1 38. The Arizona Class, California Class, Colorado Class, Georgia
2 Class, Illinois Class, Minnesota Class, Missouri Class, New York Class, Ohio
3 Class, Oregon Class, and Washington Class are collectively referred to herein
4 as the “State Classes.”

5 39. Excluded from the State Classes as defined herein are officers,
6 directors and employees of Toyota, counsel and members of the immediate
7 families of counsel for Plaintiffs herein, and the judge presiding over this action
8 and any member of the judge’s immediate family.

9 40. Plaintiffs reserve the right to amend or modify the above class
10 definitions for the State Classes after having had an opportunity to conduct
11 discovery.

12 **DEFENDANT**

13 41. Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota Sales”), is a
14 California corporation, with its principal place of business at 6565 Headquarters
15 Drive, Plano, TX 75024. It is, therefore, a citizen of California and Texas. On
16 information and belief, it manufactures, distributes, markets, and sells Toyota
17 vehicles in the United States on behalf of Toyota Motor Corporation.

18 42. Toyota markets the high quality of its vehicles and represents them
19 as the best in their field. For example, in a post on Toyota’s website entitled
20 “2019 Toyota Tundra: Ready for the Toughest Jobs” Toyota states that the 2019
21 Tundra is “ready to tackle workhorse duties at a moment’s notice, but . . . also
22 meet the demands of the toughest critics and road trip companions: your friends
23 and family.”¹ The post also touts the 2019 Tundra’s “sound quality of the
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28 ¹ Available at <https://pressroom.toyota.com/2019-toyota-tundra-ready-for-toughest-jobs/> (accessed 3/17/21).

1 standard and available Entune Audio systems” and describes each model’s
2 inclusion of “hands-free phone capability . . . via Bluetooth.”²

3 **JURISDICTION AND VENUE**

4 43. This is a class action under Rule 23 of the Federal Rules of Civil
5 Procedure.

6 44. This Court has jurisdiction pursuant to the Class Action Fairness
7 Act, 28 U.S.C. § 1332(d). Because at least one Plaintiff and one Defendant are
8 citizens of different states, there is minimal diversity. The total claims of Class
9 Members exceed \$5,000,000 exclusive of interest and costs. There are at least
10 100 Class Members in each of the State Classes.

11 45. The Court has personal jurisdiction over Defendant because it is a
12 California citizen and purposefully directs its activities at residents of California
13 and the litigation results from injuries that arise out of or relate to those
14 activities.

15 46. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

16 **CLASS ACTION ALLEGATIONS**

17 47. This action is properly maintainable as a class action under Federal
18 Rule of Civil Procedure 23(a), 23(b)(2), and/or 23(c)(4).

19 48. **Numerosity.** Fed. R. Civ. P. 23(a)(1). The members of the
20 proposed State Classes are so numerous that joinder of all members is
21 impracticable. Plaintiffs are informed and believe that there are thousands of
22 members of each of the State Classes. The precise number of Class Members
23 can be ascertained from Toyota’s records.

24 49. **Commonality and Predominance.** Fed. R. Civ. P. 23(a)(2) and
25 (b)(3). There are questions of law and fact common to each class, which
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27
28 ² *Id.*

1 predominate over any questions affecting individual members of each respective
2 class. These common questions of law and fact include, without limitation:

3 a. Whether Toyota designed, manufactured, marketed, sold
4 and/or distributed the Class Vehicles with the Echo Defect;

5 b. When Toyota first learned of the Echo Defect;

6 c. Whether Toyota had a duty to disclose to consumers the
7 existence of the Echo Defect in the Class Vehicles;

8 d. Whether Toyota concealed the existence of the Echo Defect
9 in the Class Vehicles from consumers;

10 e. Whether Toyota has omitted relevant information regarding
11 the Echo Defect from its communications with consumers prior to their
12 purchases or leases;

13 f. Whether and to what capacity Toyota is able to repair the
14 Echo Defect and whether it results from a design or manufacturing defect;

15 g. Whether Toyota's conduct in refusing to acknowledge and/or
16 notify purchasers or lessees of Class Vehicles of the existence of the Echo
17 Defect is ongoing and causes harm;

18 h. Whether Toyota's volume-adjustment procedure is
19 adequately described in its Tech Tips;

20 i. Whether Toyota's conduct in refusing to provide adequate
21 information about its volume-adjustment procedure to purchasers or
22 lessees of Class Vehicles is ongoing and causes harm;

23 j. Whether Toyota has unjustly profited from the sale and/or
24 lease of Class Vehicles with the Echo Defect;

25 k. Whether Toyota's actions described herein are unfair,
26 deceptive, or constitute an omission of a material fact pursuant to the
27 various state consumer protection statutes, as more fully alleged herein;

28 l. Whether Toyota's actions described herein are unethical

1 pursuant to the various state consumer protection statutes, as more fully
2 alleged herein;

3 m. Whether Plaintiffs and the State Classes were injured as a
4 result of Toyota's conduct as asserted herein; and

5 n. Whether Plaintiffs and the State Classes are entitled to
6 equitable relief, including, but not limited to, injunctive relief.

7 50. **Typicality.** Fed. R. Civ. P. 23 (a)(3). Plaintiffs' claims are typical
8 of the claims of the class they seek to represent. Plaintiffs and all members of
9 the State Classes have suffered damages as a result of Toyota's deceptive,
10 unlawful, and unfair acts and omissions in failing to disclose the Echo Defect
11 prior to their purchases or leases of the Class Vehicles.

12 51. **Adequacy of Representation.** Fed. R. Civ. P. 23(a)(4). Plaintiffs
13 are committed to the vigorous prosecution of this action and have retained
14 competent counsel experienced in the prosecution of class actions. Plaintiffs
15 will fairly and adequately represent and protect the interests of their respective
16 proposed State Classes.

17 52. **Injunctive Relief.** Fed. R. Civ. P. 23(b)(2). A class action is
18 appropriate because Defendant has acted or refused to act on grounds that apply
19 generally to the Class, so that final injunctive relief or corresponding declaratory
20 relief is appropriate respecting the Class as a whole.

21 53. **Class Action on Limited Issues.** Fed. R. Civ. P. 23(c)(4). Because
22 there are common individual issues among the State Classes, it is appropriate
23 for this action to be maintained as a class action with respect to particular issues
24 if necessary.

25 **FACTUAL ALLEGATIONS**

26 **A. The Class Vehicles**

27 54. Toyota has manufactured and sold vehicles containing a Bluetooth
28 hands-free phone system for over ten-years. This is shown by a review of its

1 Owner's Manuals and Navigation/Multimedia Owner's Manuals³ for many
2 different Toyota models. For example, Section 3-5 of the Owner's Manual for
3 the 2010 Toyota Tundra is entitled "Using the hands-free phone system (for
4 cellular phone)." It states in that section: "This system supports Bluetooth,
5 which allows you to make or receive calls without using cables to connect a
6 cellular phone and the system, and without operating the cellular phone."⁴

7 55. Toyota also publicizes the supposed hands-free phone capabilities
8 that are available in its Class Vehicles. For example, on a prior iteration of
9 Toyota Sales' website from 2019, under the heading entitled "Local Specials,"
10 there was a webpage with the headline "Drive Safely with Hands Free In-Car
11 Navigation & Calling" referencing the advantages of hands-free calling that
12 stated: "Taking your eyes off the road to dial is never a good decision. With
13 hands-free calling in your car you can say the number or the contact name that
14 you want to connect with."⁵ It further stated: "[Y]ou do not need a smartphone
15 to use Bluetooth hands-free phone." *Id.* Toyota made this same statement on
16 this web page since at least 2015, as shown by the Internet Archive Wayback
17 Machine.⁶

21 ³ For Toyota's vehicles containing a navigation/multimedia system, Toyota offers a separate
22 navigation/multimedia owner's manual that explains the operation of the system. The navigation and
23 multimedia owner's manuals also include information regarding the vehicles' hands-free phone system. For
24 example, the "Introduction" to the 2019 Tundra Navigation and Multimedia System Owner's Manual states:
25 "This manual explains the operation of the navigation/multimedia system. Please read this manual carefully
26 to ensure proper use." See 2019 Tundra Navigation and Multimedia System Owner's Manual, at 2, available
27 at <https://www.toyota.com/t3Portal/document/omnav-s/OM0C019U/pdf/OM0C019U.pdf> (accessed 3/18/21).
28 This manual also has a section entitled, "PHONE OPERATION (HANDS-FREE SYSTEM FOR CELLULAR
PHONES). *Id.* at 149.

⁴ 2010 Toyota Tundra Owner's Manual (OM34495U), at 413, available at
<https://www.toyota.com/t3Portal/document/om-s/OM34516U/pdf/OM34516U.pdf> (accessed 3/18/21).

⁵ <https://www.toyota.com/car-tips/drive-safe-hands-free-in-car-navigation-calling> (accessed 6/6/19).

⁶ See, e.g., <https://web.archive.org/web/20151218030339/https://www.toyota.com/car-tips/drive-safe-hands-free-in-car-navigation-calling> (accessed 3/18/21).

1 56. Toyota also has a “*Bluetooth Support*” webpage, on which it states,
2 “Toyota multimedia systems work with your smartphone to provide hands-free
3 calling, audio streaming and more.”⁷ Toyota has made a similar statement on
4 this webpage since at least 2016, as shown by the Internet Archive Wayback
5 Machine.⁸

6 57. While Toyota publicizes the hands-free phone capabilities in its
7 vehicles, the Class Vehicles suffer from the Echo Defect described above due to
8 a defect in their design and/or manufacturing, which makes it nearly impossible
9 for Plaintiffs and members of the State Classes to use their hands-free phone
10 systems.

11 **B. Toyota’s Knowledge of the Echo Defect**

12 58. Toyota has known about the Echo Defect since at least 2017.

13 **1. Toyota’s Knowledge of the Echo Defect from Online Forums
14 and Customer Complaints.**

15 59. Toyota’s knowledge of the Echo Defect is evidenced by the online
16 forums related to Toyota in which customers have, for years, complained of the
17 Echo Defect.

18 60. Toyota routinely monitors and/or should have been monitoring the
19 internet for complaints about Toyota vehicles.

20 61. As described by Toyota’s Chief Information Officer in 2013,
21 Toyota uses “social media monitoring and sentiment-analysis tools,” which it
22 correlates with Toyota’s “own internal data to look for new insights.”⁹ For
23 example, Toyota uses this “data analysis across many areas,” including “service
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26 ⁷ <https://www.toyota.com/connect/> (accessed 3/18/21), (italics in original).

27 ⁸ See, e.g., <https://web.archive.org/web/20160802225037/https://www.toyota.com/connect/> (accessed
28 3/18/21).

⁹ <https://www.cio.com/article/2383143/toyota-goes-all-in-with-social-media-monitoring.html>
(accessed 3/29/21).

1 [and] quality.”¹⁰ Additionally, “[b]y “analyzing free-form text, [Toyota] can
2 learn what customers think of specific vehicles, like the new Avalon. In the
3 quality area, [Toyota] can look for information like whether new-car owners are
4 hearing a slight rattle and pass that on to our quality engineers.”¹¹

5 62. Various customer complaints about the Echo Defect can be found
6 online.

7 63. On January 8, 2017, an owner of a 2015 Toyota Highlander
8 complained about the Echo Defect on apple.com:

9 I have a 2015 Toyota Highlander. When I use my
10 iPhone 6S (iOS 10.2) via hands-free Bluetooth
11 connection, there is a echo on the phone that makes it
very hard for the other person to hear me. Has anyone
figured out how to solve this problem?¹²

12 64. The website indicates that 958 people had a similar question.

13 65. Other Toyota owners made similar complaints and indicated that
14 they alerted Toyota of the Echo Defect, and Toyota was unable to fix it:

15 [April 3, 2017]
16 I have the same issue with my 2015 Toyota highlander-
17 it started about 3 months ago- - *went to Toyota-* they
18 updated the software on Highlander. Unpaired and re-
19 paired IOS device and Highlander Bluetooth-updated
20 IOS-reset network settings- *still have issue--*turning
21 down sound in car helps somewhat but still echo.¹³

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27 ¹⁰ *Id.*

¹¹ *Id.*

¹² <https://discussions.apple.com/thread/7820825> (accessed 3/23/21).

¹³ *Id.* (emphasis added).

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[December 6, 2017]
I also have the problem using bluetooth in my 2015 toyota highlander only in the last couple months. *Toyota suggested* turning volume down that seemed to help. I tried bluetooth phone call with older iPhone and also got the problem making me think it is a problem with the car bluetooth connections or volume - not the phone?? Open to all solutions.¹⁴

66. Other similar complaints and indications that customers contacted Toyota about the Echo Defect are found on other forums, including a website called TOYOTANATION.com, which has various threads regarding the Echo Defect:

[November 28, 2017]
We also all need to keep calling Toyota and have them register the complaint.¹⁵

[April 2, 2018]
I told the dealer about the Bluetooth echo issue a couple of months ago. . . . [Later] I called from the car to Toyota headquarters and let them hear it first hand. I then called the dealer ship and let the customer service rep hear it first hand. The service manager finally calls me back hours later and says he is looking into it and will call me back tomorrow. I told him when he does I will talk to him from the car so he can hear it¹⁶

[May 8, 2018]
. . .The echo was so bad I called and complained. . .¹⁷

[October 24, 2018]
I've been experiencing this [echo] on my 2018 Toyota Highlander. I've tried various phone settings, taken it

¹⁴ *Id.*
¹⁵ <https://www.toyotanation.com/threads/severe-echo-on-phone-calls-receive-side-only.1530186/page-2> (accessed 3/23/21).
¹⁶ <https://www.toyotanation.com/threads/tsb-032217-bluetooth-echo-2018-camry-xse-jbl-premium-replaces-the-head-unit-by-dealer.1597506/> (accessed 3/23/21)
¹⁷ <https://www.toyotanation.com/threads/severe-echo-on-phone-calls-receive-side-only.1530186/page-2> (accessed 3/23/21).

1 to the dealership, they monkeyed with the settings gave
2 it back to me, still a horrible echo. . . . I called Toyota
and they opened a case for me. They need to fix this.¹⁸

3 67. Clearly, based on the complaints available to Toyota on various
4 websites, Toyota was well aware of the Echo Defect.

5 **2. Toyota’s Knowledge of the Echo Defect Evidenced by**
6 **Customer Complaints Made Directly to Toyota.**

7 68. Toyota has also received numerous complaints since at least 2017
8 directly from its customers regarding the Echo Defect in the Class Vehicles.

9 69. Toyota has knowledge of and keeps logs of such complaints.

10 70. Plaintiff is aware of Toyota receiving over 500 complaints about the
11 Echo Defect prior to 2021 directly from consumers regarding various Class
12 Vehicles.

13 71. Upon information and belief, Toyota has knowledge of, and is in
14 possession of additional logs of customer complaints not referenced above that
15 refer to the Echo Defect.

16 **3. Toyota’s Knowledge of the Echo Defect Evidenced by Its 2018**
17 **and 2020 “Tech Tips,”**

18 72. In 2017 and 2018, Toyota prepared a “Tech Tip” dated March 9,
19 2018, with the subject “Bluetooth Hands Free Call Echo.”

20 73. The “Tech Tip” states that it applies to the following “Applicable
21 Vehicles”: 2016-2018 Highlander; 2017-2018 Avalon; 2016-2018 Sienna; 2016-
22 2018 Prius V; 2016-2018 Tacoma; 2016-2018 Sequoia; 2016-2018 Prius; 2016-
23 2018 Tundra; 2017-2018 Avalon HV; 2018 Yaris; 2017-2018 4Runner; 2016-
2018 Highlander HV.

24 74. In the “Tech Tip,” Toyota states: “Some customers may experience
25 echoing on the line calling the vehicle when using Bluetooth Hands Free. This
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28 ¹⁸ <https://www.toyotanation.com/threads/tsb-032217-bluetooth-echo-2018-camry-xse-jbl-premium-replaces-the-head-unit-by-dealer.1597506/page-4> (accessed 3/23/21).

1 is caused by the phone Hands Free volume being too low. These settings may
2 need to be reapplied any time the phone is paired to a new head unit, a phone
3 update is applied, or the phone is un-paired and re-paired.” The “head unit” is
4 the component of Class Vehicles located in the dashboard that contains the
5 multimedia system, including the Bluetooth system.

6 75. This “Tech Tip” makes the following recommendation: “Initiate a
7 phone call and increase the volume on the phone to max volume using the
8 volume up button on the side of the phone, then lower the head unit volume to
9 45 or lower.”

10 76. On November 19, 2020, Toyota published another “Tech Tip” with
11 the subject “Bluetooth Hands Free Call Echo.” This “Tech Tip” repeated the
12 conditions and recommendations from the first “Tech Tip,” and added the 2019
13 models of the Toyota Tacoma, 4Runner, Prius, Highlander, Highlander HV,
14 Tundra, Sienna, and Sequoia.¹⁹

15 77. Adjusting the volume on the phone and/or head unit does not, by
16 itself, solve the underlying technical defect in the hands-free phone system but
17 provides a “workaround” to consumers as to the defect’s impact.

18 78. Toyota has never directly disseminated the Tech Tip (or any related
19 instructions regarding volume adjustments) to consumers, but even if it had
20 disseminated the Tech Tip, doing so would have been insufficient to inform
21 consumers of the Echo Defect and the known resolution thereto.

22 79. Significantly, the language of the Tech Tip is too vague to
23 adequately inform consumers of the existence of the Echo Defect and of
24 Toyota’s resolution.

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¹⁹ Available at <https://static.nhtsa.gov/odi/tsbs/2020/MC-10184555-9999.pdf> (accessed 3/18/21).

1 80. Initially, the Tech Tip does not make clear who experiences the
2 echo. Rather than stating that it is the person on the phone call who is speaking
3 to the Toyota driver who experiences the echo, and not the Toyota driver who
4 hears the echo, the Tech Tip simply states that “[s]ome customers may
5 experience echoing on the line calling the vehicle. . . .”

6 81. The reader of the Tech Tip will likely assume the “customer” is the
7 driver of the Toyota, but it is the person speaking to the Toyota driver who hears
8 the echo, specifically an echo of his or her own words. The Tech Tip does not
9 make this clear, nor is the meaning of “the line calling the vehicle” clear.

10 82. Additionally, the statement that the echoing “is caused by the phone
11 Hands Free volume being too low” is also vague, as an ordinary consumer will
12 not know what is meant by “phone Hands Free volume.” Further, the Tech Tip
13 immediately follows this statement with: “These settings may need to be
14 reapplied any time the phone is paired to a new head unit, a phone update is
15 applied, or the phone is un-paired and re-paired,” but it is not clear what
16 “settings” it is referring to.

17 83. Moreover, under “Recommendations,” the Tech Tip does not
18 explain what the “head unit” is in stating “then lower the head unit volume to
19 45 or lower.”

20 84. Thus, the Tech Tip does not sufficiently inform consumers of the
21 existence and nature of the Echo Defect or the volume adjustments and
22 procedure needed to resolve the Echo Defect.

23 85. Furthermore, the Tech Tip requires the driver to adjust the volume
24 of the phone *after* the call is initiated, but does not make clear that the volume
25 adjustments should not be performed while the vehicle is being driven. If the
26 driver followed the Tech Tip instructions while driving, he or she would have to
27 make and connect a phone call, find the phone, pick it up and adjust the volume
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1 on the phone, then adjust the volume on the vehicle’s head unit. Performing such
2 actions while driving results in a dangerous distraction and safety hazard.

3 86. Twenty-four states, including many of the states in which the
4 Plaintiffs herein reside, prohibit all drivers from using hand-held cellphones
5 while driving, according to the National Conference of State Legislatures.²⁰
6 Some states prohibit drivers from picking up the cellphone after connecting a
7 Bluetooth call or touching buttons on the phone after the call is connected.

8 87. Thus, if the driver followed the “Tech Tip” while driving the
9 vehicle, it would be a safety hazard, and, if the driver were in California and
10 many other parts of the United States, illegal.

11 88. Despite the vagueness of the Tech Tips they evidence Toyota’s
12 knowledge of the Echo Defect. Further, as Toyota acknowledges changing the
13 volume on the head unit works to reduce the echo, thus there is no question that
14 the Echo Defect results from a design and/or manufacturing defect in Toyota’s
15 hands-free phone system, and not in either persons’ phone.

16 **C. The Echo Defect is a Material Fact that Toyota Failed to Disclose**

17 89. As set forth above, Toyota was aware of the Echo Defect in the
18 Class Vehicles since at least 2017.

19 90. Even if Toyota had been unaware of the Echo Defect, which it was
20 not, the Echo Defect would have been known to it upon reasonable inquiry.

21 91. The existence of the Echo Defect is a material fact, because a
22 reasonable consumer would likely consider it important to know, when
23 purchasing or leasing a vehicle, that the hands-free phone system in the vehicle
24 results in the person on the other end of a phone call hearing a severe echo when
25 he or she speaks, so that the hands-free phone system is unsafe and/or not usable.

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28 ²⁰ <https://www.ncsl.org/research/transportation/cellular-phone-use-and-texting-while-driving-laws.aspx> (accessed 3/19/2021).

1 92. Furthermore, the existence of the Echo Defect is also a material fact
2 because a reasonable consumer would likely be induced to change his or her
3 decision to purchase or lease one of Toyota’s vehicles based on knowing that
4 the hands-free phone system in that vehicle results in the person on the other end
5 of a phone call hearing a severe echo when he or she speaks, so that the hands-
6 free phone system is unsafe and/or not usable.

7 93. Although it has known about the Echo Defect since at least 2017,
8 Toyota failed to directly inform Plaintiffs and Class Members of the Echo Defect
9 prior to their purchases or leases of Class Vehicles and has failed to repair
10 Plaintiff’s and Class Members’ vehicles to alleviate the Echo Defect.

11 94. For example, despite having a webpage specifically entitled
12 “*Bluetooth Support*,” Toyota failed to make any disclosure relating to the Echo
13 Defect on this webpage.

14 95. Toyota also did not make any disclosures relating to the Echo
15 Defect on its webpage with the headline “Drive Safely with Hands Free In-Car
16 Navigation & Calling,” or on any other easily accessible webpage specifically
17 relating to its Bluetooth hands-free system.

18 96. Nor did Toyota include information about the Echo Defect in the
19 promotional materials related to the Class Vehicles.

20 97. Nor did Toyota notify its dealers that they should inform potential
21 purchasers of the Class Vehicles about the Echo Defect prior to selling the
22 vehicle.

23 98. Toyota should have directly disclosed to consumers, and directed
24 its dealers to disclose to consumers prior to their purchase or lease of a Class
25 Vehicle, that when the driver of a Class Vehicle uses the Bluetooth hands-free
26 phone system to make or receive a phone call, the person on the other end of the
27 phone call will hear an echo of his or her own words. Toyota also should have
28 disclosed, and directed its dealers to disclose, the severity of the echo, so that

1 consumers would understand that the Echo Defect prevents them from being
2 able to carry on a conversation.

3 99. Toyota should also have directly disclosed to consumers, and
4 directed its dealers to disclose to consumers prior to their purchase or lease of a
5 Class Vehicle, that there is a workaround for the Echo Defect involving
6 adjusting the volume of the consumer's phone and head unit.

7 100. By failing to make adequate disclosures on its webpages or other
8 materials provided to consumers, and by failing to direct its dealers to make
9 these disclosures, Toyota prevented consumers from learning about the
10 existence and nature of the Echo Defect prior to their purchases or leases.

11 101. As a result, Toyota obtained money from consumers through their
12 purchases or leases of Class Vehicles in transactions in which Class Members
13 lacked material information relevant to their purchases or leases.

14 102. Plaintiffs and Class Members have been damaged by Toyota's
15 conduct and omissions because they purchased or leased a Class Vehicle of a
16 quality different than promised and, in some instances, have been charged to
17 correct the Echo Defect.

18 103. Moreover, after Plaintiffs and Class Members purchased or leased
19 the Class Vehicles, Toyota should have disclosed the existence of the Echo
20 Defect, and adequately disclosed directly to Plaintiffs and Class Members an
21 adequate procedure for enacting the volume-adjustment workaround.

22 104. By failing to make adequate disclosure of the Echo Defect and by
23 failing to provide adequate notice and procedures for the volume-adjustment
24 workaround, Toyota is causing Plaintiffs and the Class Members to suffer
25 ongoing and continuous harm for which legal remedies are inadequate by
26 creating a safety risk through their inability to use the Class Vehicle's hands-
27 free Bluetooth system and/or distracted driving while attempting to rectify the
28 Echo Defect.

1 105. By failing to make adequate disclosure of the Echo Defect and by
2 failing to provide adequate notice and procedures for the volume-adjustment
3 workaround, Toyota is further causing Plaintiffs and the Class Members to
4 suffer ongoing and continuous harm for which legal remedies are inadequate by
5 eroding their confidence in Toyota’s representations about its other vehicles and
6 hindering their ability to purchase vehicles from Toyota in the future, which they
7 have a desire to do.

8 **D. Toyota’s Practices Are Unethical and Violated Established Ethical**
9 **Standards**

10 106. Toyota’s practice of selling or leasing Class Vehicles with the Echo
11 Defect, without disclosing the defect to consumers, as alleged herein, violates
12 generally accepted ethical principles of business conduct.

13 107. The basis for the allegation that it was unethical to engage in the
14 above practices comes, in part, from established ethical principles recognized
15 by the Direct Marketing Association (“DMA”), the leading industry association
16 for companies that, like Toyota, market directly to consumers, and the American
17 Marketing Association, “the leading organization for marketers [and] the trusted
18 go-to resource for marketers and academics.”²¹

19 **1. DMA Ethical Guidelines**

20 108. DMA published principles of ethical business practices in Direct
21 Marketing Association’s Guidelines for Ethical Business Practices (“DMA
22 Ethical Guidelines”) (2014).

23 109. These Ethical Guidelines “are intended to provide individuals and
24 organizations involved in direct marketing in all media with generally accepted
25 principles of conduct.” *Id.* at 2.

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28 ²¹ <https://www.crunchbase.com/organization/american-marketing-association#section-overview>
(accessed 7/2/2019).

1 110. The Ethical Guidelines apply to all marketers, not just those that
2 belong to DMA. DMA states that they “reflect DMA’s long-standing policy of
3 high levels of ethics and the responsibility of the Association, its members, *and*
4 *all marketers* to maintain consumer and community relationships that are based
5 on fair and ethical principles.” *Id.* (emphasis added).

6 111. DMA’s Ethical Guidelines are set forth in a series of “Articles,”
7 each of which states a separate ethical principle.

8 112. Article #1 of DMA’s Ethical Guidelines is “HONESTY AND
9 CLARITY OF OFFER.” It states: “All offers should be clear, honest and
10 complete so that the consumer may know the exact nature of what is being
11 offered Before publication of an offer, marketers should be prepared to
12 substantiate any claims or offers made”

13 113. By not giving potential purchasers or lessees any information about
14 the Echo Defect prior to their purchase or lease of a Toyota vehicle, Toyota
15 violated this principle because its offer was not clear, honest and complete.

16 114. Article #2 of DMA’s Ethical Guidelines is “ACCURACY AND
17 CONSISTENCY.” It states: “Simple and consistent statements or
18 representations of all the essential points of the offer should appear in the
19 promotional material. The overall impression of an offer should not be
20 contradicted by individual statements, representations or disclaimers.”

21 115. DMA has published a companion volume to its Ethical Guidelines
22 called *Do the Right Thing: A Companion to DMA’s Guidelines for Ethical*
23 *Business Practice* (Revised January 2009) (“*Do the Right Thing*”). That volume
24 is intended to “give [] direct marketers advice on how to assure their business
25 practices comply with” the Ethical Guidelines. *Do the Right Thing* at 2.

26 116. In *Do the Right Thing*, DMA elaborates on Article #2 of its ethical
27 principles. It states, “Keep in mind that a disclaimer or disclosure alone usually
28 is not enough to remedy a misleading or false claim.”

1 117. By not including any information about the Echo Defect in material
2 that it made available to consumers prior to their purchases or leases of Toyota’s
3 vehicles, Toyota violated the ethical principle in DMA’s Article #2 because the
4 information Toyota provided did not contain all the essential points of the offer.
5 It omitted the point that its vehicles contain the Echo Defect.

6 118. In July 2018, DMA (then going by the name “Data & Marketing
7 Association”) was acquired by the Association of National Advertisers
8 (“ANA”), “one of the oldest and most venerated trade association in the
9 marketing industry.”²² ANA adopted DMA’s Ethical Guidelines, which it
10 publishes on its web site as Part II of its Member Principles under the heading,
11 “Marketing.”²³ Thus, these ethical principles are still current and applicable.

12 119. Defendant Toyota Motor North America, Inc., is a member of
13 ANA.²⁴

14 2. AMA Statement of Ethics

15 120. The American Marketing Association (“AMA”) “commits itself to
16 promoting the highest standard of professional ethical norms and values”²⁵
17 As such, it has published its “Statement of Ethics.” *Id.* AMA states that
18 “marketers are expected to embrace the highest professional ethical norms and
19 the ethical values implied by our responsibility toward multiple stakeholders
20 (e.g., customers)” *Id.* Thus, the Statement of Ethics contains “Ethical
21 Norms,” which “are established standards of conduct that are expected and
22 maintained by society and/or professional organizations.” *Id.*

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26 ²² <https://www.ana.net/content/show/id/49074> (accessed 7/2/2019).

27 ²³ <https://thedma.org/accountability/ethics-and-compliance/dma-ethical-guidelines/> (accessed
7/2/2019)

28 ²⁴ <https://www.ana.net/members/list#> (accessed 11/17/2019).

²⁵ Available at <https://www.ama.org/codes-of-conduct/> (accessed 7/2/2019).

1 121. The AMA’s Ethical Norms state that marketers must “consciously
2 avoid [] harmful actions and omissions,” “striv[e] for good faith and fair
3 dealing,” “avoid [] deception in . . . pricing, communication, and delivery of
4 distribution,” and affirm “core values” of honesty, . . . fairness [and]
5 transparency.”

6 122. By not including any information about the Echo Defect in material
7 that it made available to consumers prior to their purchases or leases of Toyota’s
8 vehicles, Toyota violated these Ethical Norms because, among other reasons, it
9 did not strive (or achieve) good faith and fair dealing, did not avoid deception
10 in communication, and did not affirm the core values of honesty, fairness and
11 transparency.

12 123. The AMA has also published “Ethical Values,” which “represent
13 the collective conception of what communities find desirable, important and
14 morally proper.” *Id.* AMA states that marketers’ Ethical Values include
15 honesty, meaning “[s]triv[ing] to be truthful in all situations and at all times”
16 and “[h]onoring our explicit and implicit commitments and promises.”

17 124. Another Ethical Value, according to the AMA, is fairness, which
18 includes “[r]epresent[ing] products in a clear way in selling, advertising and
19 other forms of communication,” “avoid[ing] false, misleading and deceptive
20 promotion,” and “[r]efusing to engage in ‘bait-and-switch’ tactics.” *Id.*

21 125. Yet another Ethical Value, according to the AMA, is
22 “Transparency,” which includes “[s]triv[ing] to communicate clearly with all
23 constituencies.” *Id.*

24 126. By not disclosing any information regarding the Echo Defect in
25 material that it made available to consumers prior to their purchases or leases of
26 Toyota’s vehicles, Toyota violated these Ethical Values, because, among other
27 reasons, it was not truthful (to say nothing of not striving to be truthful) in all
28 situations, did not honor its explicit and implicit commitments and promises, did

1 not represent its products in a clear way, did not avoid false, misleading and
2 deceptive promotion, and did not communicate clearly.

3 **E. Plaintiffs' Experiences**

4 **1. Plaintiff Glenn Kesselman (California)**

5 127. Prior to offering its 2018 Toyota Highlander for sale in the state of
6 California, Toyota knew that its 2018 Toyota Highlander used the same
7 Bluetooth hands-free hardware and software as in prior model years and that no
8 modifications had been made to the system to correct the Echo Defect.

9 128. Plaintiff GLENN KESSELMAN resides in Half Moon Bay,
10 California.

11 129. In April of 2018, Plaintiff GLENN KESSELMAN purchased a 2018
12 Toyota Highlander Hybrid from Fremont Toyota, in Fremont, California
13 ("Plaintiff GLENN KESSELMAN's Vehicle").

14 130. Plaintiff GLENN KESSELMAN purchased his vehicle not for
15 resale, but for his own use. Specifically, Plaintiff GLENN KESSELMAN's
16 Vehicle was to be driven by Plaintiff GLENN KESSELMAN.

17 131. Prior to purchasing his vehicle, Plaintiff GLENN KESSELMAN
18 was aware that the vehicle included a Bluetooth hands-free phone system.
19 Before the purchase he spent time searching on Toyota's website, including
20 reading the sections of its website relating to the 2018 Toyota Highlander
21 Hybrid. Plaintiff GLENN KESSELMAN saw representations on Toyota's
22 website and in its marketing materials that its 2018 Toyota Highlander Hybrid
23 included, or had the option to include, hands-free phone systems, but there was
24 no mention of the systems' Echo Defect. He was also told by the salesperson at
25 Fremont Toyota prior to purchasing the vehicle that the vehicle included a
26 Bluetooth hands-free phone system but was not told about the Echo Defect.

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1 132. Plaintiff GLENN KESSELMAN expected that the Bluetooth hands-
2 free phone system in his 2018 Toyota Highlander Hybrid would function
3 properly and be free of defects.

4 133. The inclusion of the Bluetooth hands-free phone system in Plaintiff
5 GLENN KESSELMAN's Vehicle was material to Plaintiff GLENN
6 KESSELMAN, who often must make and receive phone calls while driving. As
7 set forth above, California law prohibits using a cell phone without a hands-free
8 device while driving.

9 134. Plaintiff GLENN KESSELMAN was not aware of the Echo Defect,
10 and was not made aware of the Echo Defect by Toyota, prior to purchasing his
11 Vehicle.

12 135. Because of the undisclosed defect, Plaintiff GLENN
13 KESSELMAN's Vehicle was worth less than what he paid for it.

14 136. Had Plaintiff GLENN KESSELMAN been aware of the Echo
15 Defect, he could have obtained a better price for his vehicle in the marketplace.

16 137. After Plaintiff GLENN KESSELMAN purchased his vehicle, when
17 he used the vehicle's hands-free phone system to make or receive calls, he was
18 repeatedly told by the other participants in the calls that the other participants
19 heard their own words echo back to them and that it was impossible to carry on
20 the conversation.

21 138. The Echo Defect present in Plaintiff GLENN KESSELMAN's
22 Vehicle has not been resolved and is an ongoing defect that continues to cause
23 harm to Plaintiff GLENN KESSELMAN, including by creating a safety risk
24 through Plaintiff GLENN KESSELMAN's inability to use his Vehicle's hands-
25 free Bluetooth system.

26 139. Toyota has not directly disclosed to Plaintiff GLENN
27 KESSELMAN any fix and/or volume workaround to resolve the impact of the
28 Echo Defect, including the Tech Tips, which as set forth herein are too vague to

1 adequately describe to consumers, including Plaintiff GLENN KESSELMAN,
2 the existence and nature of the Echo Defect and the proper volume adjustments
3 relating thereto.

4 140. Plaintiff GLENN KESSELMAN desires to purchase vehicles,
5 including Class Vehicles, from Toyota in the future and would consider
6 spending his money to purchase such vehicles from Toyota in the future if
7 Toyota acknowledged the existence of the Echo Defect and provided an
8 adequate remedy for the Echo Defect and proper notice thereof. Such
9 acknowledgment of the Echo Defect and notice of an adequate remedy would
10 enable Plaintiff to have the confidence to rely on Defendant's representations in
11 the future when considering whether to purchase Defendant's vehicles, which
12 would otherwise be lacking.

13 141. Accordingly, without such acknowledgment of the Echo Defect,
14 adequate remedy, and notice thereof, Plaintiff GLENN KESSELMAN will
15 continue to suffer harm for which remedies at law are inadequate.

16 142. Toyota's lack of an adequate description to remedy the Echo Defect
17 and notice thereof causes Plaintiff GLENN KESSELMAN the risk of future
18 harm for which legal remedies are inadequate by hindering Plaintiff GLENN
19 KESSELMAN's ability to maximize the resale or trade-in value of his vehicle
20 when he sells it in the future.

21 **2. Plaintiff Kirk Coviello (California)**

22 143. Prior to offering its 2019 Toyota Highlander for sale in the state of
23 California, Toyota knew that its 2019 Toyota Highlander used the same
24 Bluetooth hands-free hardware and software as in prior model years and that no
25 modifications had been made to the system to correct the Echo Defect.

26 144. Plaintiff KIRK COVIELLO resides in Atascadero, California.
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1 145. In October of 2019, Plaintiff KIRK COVIELLO purchased a 2019
2 Toyota Highlander from Toyota San Luis Obispo, in San Luis Obispo, California
3 (“Plaintiff KIRK COVIELLO’s Vehicle”).

4 146. Plaintiff KIRK COVIELLO purchased his vehicle not for resale, but
5 for his own use. Specifically, Plaintiff KIRK COVIELLO’s Vehicle was to be
6 driven by Plaintiff KIRK COVIELLO.

7 147. Prior to purchasing his vehicle, Plaintiff KIRK COVIELLO was
8 aware that the vehicle included a Bluetooth hands-free phone system. Before
9 the purchase he spent time searching on Toyota’s website, including reading the
10 sections of its website relating to the 2019 Toyota Highlander. Plaintiff KIRK
11 COVIELLO saw representations on Toyota’s website and in its marketing
12 materials that its 2019 Toyota Highlander included, or had the option to include,
13 hands-free phone systems, but there was no mention of the systems’ Echo
14 Defect. He was also told by the salesperson at Toyota San Luis Obispo prior to
15 purchasing the vehicle that the vehicle included a Bluetooth hands-free phone
16 system but was not told about the Echo Defect.

17 148. Plaintiff KIRK COVIELLO expected that the Bluetooth hands-free
18 phone system in his 2019 Toyota Highlander would function properly and be
19 free of defects.

20 149. The inclusion of the Bluetooth hands-free phone system in Plaintiff
21 KIRK COVIELLO’s Vehicle was material to Plaintiff KIRK COVIELLO, who
22 often must make and receive phone calls while driving. As set forth above,
23 California law prohibits using a cell phone without a hands-free device while
24 driving.

25 150. Plaintiff KIRK COVIELLO was not aware of the Echo Defect, and
26 was not made aware of the Echo Defect by Toyota, prior to purchasing his
27 Vehicle.

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1 151. Because of the undisclosed defect, Plaintiff KIRK COVIELLO'S
2 Vehicle was worth less than what he paid for it.

3 152. Had Plaintiff KIRK COVIELLO been aware of the Echo Defect, he
4 could have obtained a better price for his vehicle in the marketplace.

5 153. After Plaintiff KIRK COVIELLO purchased his vehicle, when he
6 used the vehicle's hands-free phone system to make or receive calls, he was
7 repeatedly told by the other participants in the calls that the other participants
8 heard their own words echo back to them.

9 154. The Echo Defect present in Plaintiff KIRK COVIELLO's Vehicle
10 has not been resolved and is an ongoing defect that continues to cause harm to
11 Plaintiff KIRK COVIELLO, including by creating a safety risk through Plaintiff
12 KIRK COVIELLO's inability to use his Vehicle's hands-free Bluetooth system.

13 155. Toyota has not directly disclosed to Plaintiff KIRK COVIELLO any
14 fix and/or volume workaround to resolve the impact of the Echo Defect,
15 including the Tech Tips, which as set forth herein are too vague to adequately
16 describe to consumers, including Plaintiff KIRK COVIELLO, the existence and
17 nature of the Echo Defect and the proper volume adjustments relating thereto.

18 156. Plaintiff KIRK COVIELLO desires to purchase vehicles, including
19 Class Vehicles, from Toyota in the future and would consider spending his
20 money to purchase such vehicles from Toyota in the future if Toyota
21 acknowledged the existence of the Echo Defect and provided an adequate
22 remedy for the Echo Defect and proper notice thereof. Such acknowledgment of
23 the Echo Defect and notice of an adequate remedy would enable Plaintiff to have
24 the confidence to rely on Defendant's representations in the future when
25 considering whether to purchase Defendant's vehicles, which would otherwise
26 be lacking.

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1 157. Accordingly, without such acknowledgment of the Echo Defect,
2 adequate remedy, and notice thereof, Plaintiff KIRK COVIELLO will continue
3 to suffer harm for which remedies at law are inadequate.

4 158. Toyota's lack of an adequate description to remedy the Echo Defect
5 and notice thereof causes Plaintiff KIRK COVIELLO the risk of future harm for
6 which legal remedies are inadequate by hindering Plaintiff KIRK COVIELLO's
7 ability to maximize the resale or trade-in value of his vehicle when he sells it in
8 the future.

9 **3. Plaintiff Karen Ambrose (Arizona)**

10 159. Prior to offering its 2018 Toyota Highlander for sale in the state of
11 Arizona, Toyota knew that its 2018 Toyota Highlander used the same Bluetooth
12 hands-free hardware and software as in prior model years and that no
13 modifications had been made to the system to correct the Echo Defect.

14 160. Plaintiff KAREN AMBROSE resides in Oro Valley, Arizona.

15 161. In April of 2018, Plaintiff KAREN AMBROSE purchased a 2018
16 Toyota Highlander, limited edition, from Precision Toyota in Tucson, Arizona
17 ("Plaintiff KAREN AMBROSE's Vehicle").

18 162. Plaintiff KAREN AMBROSE purchased her vehicle not for resale,
19 but for her own use. Specifically, Plaintiff KAREN AMBROSE's Vehicle was
20 to be driven by Plaintiff KAREN AMBROSE.

21 163. Prior to purchasing her vehicle, Plaintiff KAREN AMBROSE was
22 aware that the vehicle included a Bluetooth hands-free phone system. Before
23 the purchase she spent time searching on Toyota's website and Precision
24 Toyota's website, including reading on Precision Toyota's website that
25 Bluetooth was listed as a feature in the Highlander, but there was no mention of
26 the systems' Echo Defect. She was also told by multiple salespersons at
27 Precision Toyota prior to purchasing the vehicle that the vehicle included a
28 Bluetooth hands-free phone system but was not told about the Echo Defect.

1 164. Plaintiff KAREN AMBROSE expected that the Bluetooth hands-
2 free phone system in her 2018 Toyota Highlander would function properly and
3 would be free of defects.

4 165. The inclusion of the Bluetooth hands-free phone system in Plaintiff
5 KAREN AMBROSE's Vehicle was material to her, who often has to make and
6 receive phone calls while driving. As set forth above, Arizona law prohibits
7 using a cell phone without a hands-free device while driving.

8 166. Plaintiff KAREN AMBROSE was not aware of the Echo Defect,
9 and was not made aware of the Echo Defect by Toyota, prior to purchasing her
10 vehicle.

11 167. Because of the undisclosed defect, Plaintiff KAREN AMBROSE's
12 Vehicle was worth less than what she paid for it.

13 168. Had Plaintiff KAREN AMBROSE been aware of the Echo Defect,
14 she could have obtained a better price for her vehicle in the marketplace.

15 169. After Plaintiff KAREN AMBROSE purchased her vehicle, when
16 she used the vehicle's hands-free phone system to make or receive calls, she was
17 repeatedly told by the other participants in the calls that the other participants
18 heard their own words echo back to them.

19 170. The Echo Defect present in Plaintiff KAREN AMBROSE's Vehicle
20 has not been resolved and is an ongoing defect that continues to cause harm to
21 Plaintiff KAREN AMBROSE, including by creating a safety risk through
22 Plaintiff KAREN AMBROSE's inability to use her Vehicle's hands-free
23 Bluetooth system.

24 171. Toyota has not directly disclosed to Plaintiff KAREN AMBROSE
25 any fix and/or volume workaround to resolve the impact of the Echo Defect,
26 including the Tech Tips, which as set forth herein are too vague to adequately
27 describe to consumers, including Plaintiff KAREN AMBROSE, the existence
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1 and nature of the Echo Defect and the proper volume adjustments relating
2 thereto.

3 172. Plaintiff KAREN AMBROSE desires to purchase vehicles,
4 including Class Vehicles, from Toyota in the future and would consider
5 spending her money to purchase such vehicles from Toyota in the future if
6 Toyota acknowledged the existence of the Echo Defect and provided an
7 adequate remedy for the Echo Defect and proper notice thereof. Such
8 acknowledgment of the Echo Defect and notice of an adequate remedy would
9 enable Plaintiff to have the confidence to rely on Defendant's representations in
10 the future when considering whether to purchase Defendant's vehicles, which
11 would otherwise be lacking.

12 173. Accordingly, without such acknowledgment of the Echo Defect,
13 adequate remedy, and notice thereof, Plaintiff KAREN AMBROSE will
14 continue to suffer harm for which remedies at law are inadequate.

15 174. Toyota's lack of an adequate description to remedy the Echo Defect
16 and notice thereof causes Plaintiff KAREN AMBROSE the risk of future harm
17 for which legal remedies are inadequate by hindering Plaintiff KAREN
18 AMBROSE's ability to maximize the resale or trade-in value of her vehicle
19 when she sells it in the future.

20 **4. Plaintiff Paul Arellano (Colorado)**

21 175. Prior to offering its 2017 Toyota Tacoma for sale in the state of
22 Colorado, Toyota knew that its 2017 Toyota Tacoma used the same Bluetooth
23 hands-free hardware and software as in prior model years and that no
24 modifications had been made to the system to correct the Echo Defect.

25 176. Plaintiff PAUL ARELLANO resides in Pueblo, Colorado.

26 177. In March of 2018, Plaintiff PAUL ARELLANO purchased a 2017
27 Toyota Tacoma, TDR Sport, from the Pueblo Toyota in Pueblo, Colorado
28 ("Plaintiff PAUL ARELLANO's Vehicle").

1 178. Plaintiff PAUL ARELLANO purchased his vehicle not for resale,
2 but for his own use. Specifically, Plaintiff PAUL ARELLANO's Vehicle was
3 to be driven by Plaintiff PAUL ARELLANO.

4 179. Prior to purchasing his vehicle, Plaintiff PAUL ARELLANO was
5 aware that the vehicle included a Bluetooth hands-free phone system. Before
6 the purchase he spent time searching on Toyota's website, including reading the
7 sections of its website relating to the 2017 Toyota Tacoma, TDR Sport. He also
8 reviewed brochures on the Tacoma that he obtained from Pueblo Toyota and
9 Liberty Toyota, which referred to the vehicle's Bluetooth system. Plaintiff
10 PAUL ARELLANO also saw advertisements from Toyota dealerships that the
11 Tacoma included, or had the option to include, hands-free phone systems, and
12 referring to them as a safety feature, but there was no mention of the systems'
13 Echo Defect. He was also told by the salesperson at Pueblo Toyota prior to
14 purchasing the vehicle that the vehicle included a Bluetooth hands-free phone
15 system but was not told about the Echo Defect.

16 180. Plaintiff PAUL ARELLANO expected that the Bluetooth hands-
17 free phone system in his 2017 Toyota Tacoma, TDR Sport would function
18 properly and would be free of defects.

19 181. The inclusion of the Bluetooth hands-free phone system in Plaintiff
20 PAUL ARELLANO's Vehicle was material to Plaintiff PAUL ARELLANO,
21 who often must make and receive phone calls while driving.

22 182. Plaintiff PAUL ARELLANO was not aware of the Echo Defect, and
23 was not made aware of the Echo Defect by Toyota, prior to purchasing his
24 Vehicle.

25 183. Because of the undisclosed defect, Plaintiff PAUL ARELLANO's
26 Vehicle was worth less than what he paid for it.

27 184. Had Plaintiff PAUL ARELLANO been aware of the Echo Defect,
28 he could have obtained a better price for his vehicle in the marketplace.

1 185. After Plaintiff PAUL ARELLANO purchased his vehicle, when he
2 used the vehicle's hands-free phone system to make or receive calls, he was
3 repeatedly told by the other participants in the calls that the other participants
4 heard their own words echo back to them.

5 186. The Echo Defect present in Plaintiff PAUL ARELLANO's Vehicle
6 has not been resolved and is an ongoing defect that continues to cause harm to
7 Plaintiff PAUL ARELLANO, including by creating a safety risk through
8 Plaintiff PAUL ARELLANO's inability to use his Vehicle's hands-free
9 Bluetooth system.

10 187. Toyota has not directly disclosed to Plaintiff PAUL ARELLANO
11 any fix and/or volume workaround to resolve the impact of the Echo Defect,
12 including the Tech Tips, which as set forth herein are too vague to adequately
13 describe to consumers, including Plaintiff PAUL ARELLANO, the existence
14 and nature of the Echo Defect and the proper volume adjustments relating
15 thereto.

16 188. Plaintiff PAUL ARELLANO desires to purchase vehicles,
17 including Class Vehicles, from Toyota in the future and would consider
18 spending his money to purchase such vehicles from Toyota in the future if
19 Toyota acknowledged the existence of the Echo Defect and provided an
20 adequate remedy for the Echo Defect and proper notice thereof. Such
21 acknowledgment of the Echo Defect and notice of an adequate remedy would
22 enable Plaintiff to have the confidence to rely on Defendant's representations in
23 the future when considering whether to purchase Defendant's vehicles, which
24 would otherwise be lacking.

25 189. Accordingly, without such acknowledgment of the Echo Defect,
26 adequate remedy, and notice thereof, Plaintiff PAUL ARELLANO will continue
27 to suffer harm for which remedies at law are inadequate.

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1 190. Toyota’s lack of an adequate description to remedy the Echo Defect
2 and notice thereof causes Plaintiff PAUL ARELLANO the risk of future harm
3 for which legal remedies are inadequate by hindering Plaintiff PAUL
4 ARELLANO’s ability to maximize the resale or trade-in value of his vehicle
5 when he sells it in the future.

6 **5. Plaintiff Craig Granger (New York)**

7 191. Prior to offering its 2018 Toyota Tacoma for sale in the state of New
8 York, Toyota knew that its 2018 Toyota Tacoma used the same Bluetooth hands-
9 free hardware and software as in prior model years and that no modifications
10 had been made to the system to correct the Echo Defect.

11 192. Plaintiff CRAIG GRANGER resides in Putnam Station, New York.

12 193. In 2017, Plaintiff CRAIG GRANGER purchased a new 2018 Toyota
13 Tacoma from the Romeo Toyota Dealership in Glensfalls, New York (“Plaintiff
14 CRAIG GRANGER’s Vehicle”).

15 194. Plaintiff CRAIG GRANGER purchased his vehicle not for resale,
16 but for his own use. Specifically, Plaintiff CRAIG GRANGER’s Vehicle was
17 to be driven by Plaintiff CRAIG GRANGER.

18 195. Prior to purchasing his vehicle, Plaintiff CRAIG GRANGER was
19 aware that the vehicle included a Bluetooth hands-free phone system. He was
20 told by the salesperson at the Toyota dealership prior to purchasing the vehicle
21 that the vehicle included a Bluetooth hands-free phone system but was not told
22 about the Echo Defect.

23 196. Plaintiff CRAIG GRANGER expected that the Bluetooth hands-
24 free phone system in his 2018 Toyota Tacoma would function properly and
25 would be free of defects.

26 197. The inclusion of the Bluetooth hands-free phone system in Plaintiff
27 CRAIG GRANGER’s Vehicle was material to Plaintiff CRAIG GRANGER,
28 who often must make and receive phone calls while driving. As set forth above,

1 New York law prohibits using a cell phone without a hands-free device while
2 driving.

3 198. Plaintiff CRAIG GRANGER was not aware of the Echo Defect, and
4 was not made aware of the Echo Defect by Toyota, prior to purchasing his
5 Vehicle.

6 199. Because of the undisclosed defect, Plaintiff CRAIG GRANGER's
7 Vehicle was worth less than what he paid for it.

8 200. Had Plaintiff CRAIG GRANGER been aware of the Echo Defect,
9 he could have obtained a better price for his vehicle in the marketplace.

10 201. After Plaintiff CRAIG GRANGER purchased his vehicle, when he
11 used the vehicle's hands-free phone system to make or receive calls, he was
12 repeatedly told by the other participants in the calls that the other participants
13 heard their own words echo back to them.

14 202. The Echo Defect present in Plaintiff CRAIG GRANGER's Vehicle
15 has not been resolved and is an ongoing defect that continues to cause harm to
16 Plaintiff CRAIG GRANGER, including by creating a safety risk through
17 Plaintiff CRAIG GRANGER's inability to use his Vehicle's hands-free
18 Bluetooth system.

19 203. Toyota has not directly disclosed to Plaintiff CRAIG GRANGER
20 any fix and/or volume workaround to resolve the impact of the Echo Defect,
21 including the Tech Tips, which as set forth herein are too vague to adequately
22 describe to consumers, including Plaintiff CRAIG GRANGER, the existence
23 and nature of the Echo Defect and the proper volume adjustments relating
24 thereto.

25 204. Plaintiff CRAIG GRANGER desires to purchase vehicles,
26 including Class Vehicles, from Toyota in the future and would consider
27 spending his money to purchase such vehicles from Toyota in the future if
28 Toyota acknowledged the existence of the Echo Defect and provided an

1 adequate remedy for the Echo Defect and proper notice thereof. Such
2 acknowledgment of the Echo Defect and notice of an adequate remedy would
3 enable Plaintiff to have the confidence to rely on Defendant's representations in
4 the future when considering whether to purchase Defendant's vehicles, which
5 would otherwise be lacking.

6 205. Accordingly, without such acknowledgment of the Echo Defect,
7 adequate remedy, and notice thereof, Plaintiff CRAIG GRANGER will continue
8 to suffer harm for which remedies at law are inadequate.

9 206. Toyota's lack of an adequate description to remedy the Echo Defect
10 and notice thereof causes Plaintiff CRAIG GRANGER the risk of future harm
11 for which legal remedies are inadequate by hindering Plaintiff CRAIG
12 GRANGER's ability to maximize the resale or trade-in value of his vehicle when
13 he sells it in the future.

14 **6. Plaintiff David Douglas (Washington)**

15 207. Prior to offering its 2018 Toyota Prius for sale in the state of
16 Washington, Toyota knew that its 2018 Toyota Prius used the same Bluetooth
17 hands-free hardware and software as in prior model years and that no
18 modifications had been made to the system to correct the Echo Defect.

19 208. Plaintiff DAVID DOUGLAS resides in Ellensburg, Washington.

20 209. In May of 2018, Plaintiff DAVID DOUGLAS purchased a 2018
21 Toyota Prius, 3 Touring Edition from Michael's Toyota, in Bellevue,
22 Washington ("Plaintiff DAVID DOUGLAS's Vehicle").

23 210. Plaintiff DAVID DOUGLAS purchased his vehicle not for resale,
24 but for his own use. Specifically, Plaintiff DAVID DOUGLAS's Vehicle was
25 to be driven by Plaintiff DAVID DOUGLAS.

26 211. Prior to purchasing his vehicle, Plaintiff DAVID DOUGLAS was
27 aware that the vehicle included a Bluetooth hands-free phone system. He
28 reviewed a brochure that he obtained from Bud Clary Toyota, where he had test

1 driven a Prius, which referenced the Bluetooth feature in the Prius. He was also
2 told by the salesperson at Michaels Toyota prior to purchasing the vehicle that
3 the vehicle included a Bluetooth hands-free phone system but was not told about
4 the Echo Defect.

5 212. Plaintiff DAVID DOUGLAS expected that the Bluetooth hands-
6 free phone system in his 2018 Toyota Prius would function properly and would
7 be free of defects.

8 213. The inclusion of the Bluetooth hands-free phone system in Plaintiff
9 DAVID DOUGLAS's Vehicle was material to Plaintiff DAVID DOUGLAS,
10 who often must make and receive phone calls while driving. As set forth above,
11 Washington law prohibits using a cell phone without a hands-free device while
12 driving.

13 214. Plaintiff DAVID DOUGLAS was not aware of the Echo Defect, and
14 was not made aware of the Echo Defect by Toyota, prior to purchasing his
15 Vehicle.

16 215. Because of the undisclosed defect, Plaintiff DAVID DOUGLAS's
17 Vehicle was worth less than what he paid for it.

18 216. Had Plaintiff DAVID DOUGLAS been aware of the Echo Defect,
19 he could have obtained a better price for his vehicle in the marketplace.

20 217. After Plaintiff DAVID DOUGLAS purchased his vehicle, when he
21 used the vehicle's hands-free phone system to make or receive calls, he was
22 repeatedly told by the other participants in the calls that the other participants
23 heard their own words echo back to them.

24 218. The Echo Defect present in Plaintiff DAVID DOUGLAS's Vehicle
25 has not been resolved and is an ongoing defect that continues to cause harm to
26 Plaintiff DAVID DOUGLAS, including by creating a safety risk through
27 Plaintiff DAVID DOUGLAS's inability to use his Vehicle's hands-free
28 Bluetooth system.

1 219. Toyota has not directly disclosed to Plaintiff DAVID DOUGLAS
2 any fix and/or volume workaround to resolve the impact of the Echo Defect,
3 including the Tech Tips, which as set forth herein are too vague to adequately
4 describe to consumers, including Plaintiff DAVID DOUGLAS, the existence
5 and nature of the Echo Defect and the proper volume adjustments relating
6 thereto.

7 220. Plaintiff DAVID DOUGLAS desires to purchase vehicles,
8 including Class Vehicles, from Toyota in the future and would consider
9 spending his money to purchase such vehicles from Toyota in the future if
10 Toyota acknowledged the existence of the Echo Defect and provided an
11 adequate remedy for the Echo Defect and proper notice thereof. Such
12 acknowledgment of the Echo Defect and notice of an adequate remedy would
13 enable Plaintiff to have the confidence to rely on Defendant's representations in
14 the future when considering whether to purchase Defendant's vehicles, which
15 would otherwise be lacking.

16 221. Accordingly, without such acknowledgment of the Echo Defect,
17 adequate remedy, and notice thereof, Plaintiff DAVID DOUGLAS will continue
18 to suffer harm for which remedies at law are inadequate.

19 222. Toyota's lack of an adequate description to remedy the Echo Defect
20 and notice thereof causes Plaintiff DAVID DOUGLAS the risk of future harm
21 for which legal remedies are inadequate by hindering Plaintiff DAVID
22 DOUGLAS's ability to maximize the resale or trade-in value of his vehicle when
23 he sells it in the future.

24 **7. Plaintiff Josh Downs (Illinois)**

25 223. Prior to offering its 2019 Toyota Highlander for sale in the state of
26 Illinois, Toyota knew that its 2019 Toyota Highlander used the same Bluetooth
27 hands-free hardware and software as in prior model years and that no
28 modifications had been made to the system to correct the Echo Defect.

1 224. Plaintiff JOSH DOWNS resides in Du Quoin, Illinois.

2 225. In June of 2019, Plaintiff JOSH DOWNS purchased a 2019 Toyota
3 Highlander, Limited Platinum edition from Monken Toyota, in Mt. Vernon,
4 Illinois (“Plaintiff JOSH DOWNS’s Vehicle”).

5 226. Plaintiff JOSH DOWNS purchased his vehicle not for resale, but
6 for his own use. Specifically, Plaintiff JOSH DOWNS’s Vehicle was to be
7 driven by Plaintiff JOSH DOWNS.

8 227. Prior to purchasing the Downs Vehicle, Plaintiff JOSH DOWNS
9 was aware that the vehicle included a Bluetooth hands-free phone system. In
10 June 2019, prior to the purchase, Plaintiff JOSH DOWNS visited Monken
11 Toyota in Mt. Vernon on multiple occasions to consider purchasing his Vehicle.
12 Toyota marketing materials at the dealership, including the 2019 Highlander
13 brochure and the Toyota Sticker attached to Plaintiff JOSH DOWNS’s Vehicle’s
14 window, described the 2019 Toyota Highlander Limited Platinum edition and
15 its features, with Interior features that included the Entune Premium JBL Audio
16 and Bluetooth hands-free phone system. Plaintiff JOSH DOWNS reviewed one
17 of these 2019 Highlander brochures while at the dealership and took it home
18 with him after his first visit to the dealership, where he again reviewed it and
19 saw the representations about the Bluetooth hands-free phone system. Plaintiff
20 JOSH DOWNS also saw the representations on Plaintiff JOSH DOWNS’s
21 Vehicle’s Sticker, including the representation that the Josh Downs Vehicle
22 included the Bluetooth phone capability as part of its standard equipment.
23 Neither Toyota’s brochure that Plaintiff JOSH DOWNS reviewed nor Toyota’s
24 Sticker on the Vehicle mentioned the system’s Echo Defect. Toyota’s agent, the
25 Toyota salesperson at Monken Toyota, who worked with Plaintiff JOSH
26 DOWNS on multiple occasions in June 2019 prior to his purchase of the Vehicle,
27 also did not tell Plaintiff JOSH DOWNS about the Echo Defect.

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1 228. Plaintiff JOSH DOWNS expected that the Bluetooth hands-free
2 phone system in his 2019 Toyota Highlander would function properly and would
3 be free of defects.

4 229. The inclusion of the Bluetooth hands-free phone system in Plaintiff
5 JOSH DOWNS's Vehicle was material to Plaintiff JOSH DOWNS, who often
6 must make and receive phone calls while driving. As set forth above, Illinois
7 law prohibits using a cell phone without a hands-free device while driving.

8 230. Plaintiff JOSH DOWNS was not aware of the Echo Defect, and was
9 not made aware of the Echo Defect by Toyota, prior to purchasing his Vehicle.

10 231. Because of the undisclosed defect, Plaintiff JOSH DOWNS's
11 Vehicle was worth less than what he paid for it.

12 232. Had Plaintiff JOSH DOWNS been aware of the Echo Defect, he
13 could have obtained a better price for his vehicle in the marketplace.

14 233. After Plaintiff JOSH DOWNS purchased his vehicle, when he used
15 the vehicle's hands-free phone system to make or receive calls, he was
16 repeatedly told by the other participants in the calls that the other participants
17 heard their own words echo back to them.

18 234. The Echo Defect present in Plaintiff JOSH DOWNS' Vehicle has
19 not been resolved and is an ongoing defect that continues to cause harm to
20 Plaintiff JOSH DOWNS, including by creating a safety risk through Plaintiff
21 JOSH DOWNS's inability to use his Vehicle's hands-free Bluetooth system.

22 235. Toyota has not directly disclosed to Plaintiff JOSH DOWNS any
23 fix and/or volume workaround to resolve the impact of the Echo Defect,
24 including the Tech Tips, which as set forth herein are too vague to adequately
25 describe to consumers, including Plaintiff JOSH DOWNS, the existence and
26 nature of the Echo Defect and the proper volume adjustments relating thereto.

27 236. Plaintiff JOSH DOWNS desires to purchase vehicles, including
28 Class Vehicles, from Toyota in the future and would consider spending his

1 money to purchase such vehicles from Toyota in the future if Toyota
2 acknowledged the existence of the Echo Defect and provided an adequate
3 remedy for the Echo Defect and proper notice thereof. Such acknowledgment of
4 the Echo Defect and notice of an adequate remedy would enable Plaintiff to have
5 the confidence to rely on Defendant's representations in the future when
6 considering whether to purchase Defendant's vehicles, which would otherwise
7 be lacking.

8 237. Accordingly, without such acknowledgment of the Echo Defect,
9 adequate remedy, and notice thereof, Plaintiff JOSH DOWNS will continue to
10 suffer harm for which remedies at law are inadequate.

11 238. Toyota's lack of an adequate description to remedy the Echo Defect
12 and notice thereof causes Plaintiff JOSH DOWNS the risk of future harm for
13 which legal remedies are inadequate by hindering Plaintiff JOSH DOWNS'
14 ability to maximize the resale or trade-in value of his vehicle when he sells it in
15 the future.

16 **8. Plaintiff Juan Giraldo (Georgia)**

17 239. Prior to offering its 2018 Toyota 4Runner for sale in the state of
18 Georgia, Toyota knew that its 2018 Toyota 4Runner used the same Bluetooth
19 hands-free hardware and software as in prior model years and that no
20 modifications had been made to the system to correct the Echo Defect.

21 240. Plaintiff JUAN GIRALDO resides in Lawrenceville, Georgia.

22 241. In 2018, Plaintiff JUAN GIRALDO purchased a 2018 Toyota
23 4Runner, SR5 with XP Package, from the AutoNation Toyota Mall of Georgia
24 in Buford, Georgia ("Plaintiff JUAN GIRALDO's Vehicle").

25 242. Plaintiff JUAN GIRALDO purchased his vehicle not for resale, but
26 for his own use. Specifically, Plaintiff JUAN GIRALDO's Vehicle was to be
27 driven by Plaintiff JUAN GIRALDO.

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1 243. Prior to purchasing his vehicle, Plaintiff JUAN GIRALDO was
2 aware that the vehicle included a Bluetooth hands-free phone system. Before
3 the purchase he spent time searching on Toyota's website, including reading the
4 sections of its website relating to the 2018 Toyota 4Runner. Plaintiff JUAN
5 GIRALDO saw representations on Toyota's website that its 2018 Toyota
6 4Runner included, or had the option to include, hands-free phone systems, but
7 there was no mention of the systems' Echo Defect.

8 244. Plaintiff JUAN GIRALDO expected that the Bluetooth hands-free
9 phone system in his 2018 Toyota 4Runner would function properly and would
10 be free of defects.

11 245. The inclusion of the Bluetooth hands-free phone system in Plaintiff
12 JUAN GIRALDO's Vehicle was material to Plaintiff JUAN GIRALDO, who
13 often must make and receive phone calls while driving. As set forth above,
14 Georgia law prohibits using a cell phone without a hands-free device while
15 driving.

16 246. Plaintiff JUAN GIRALDO was not aware of the Echo Defect, and
17 was not made aware of the Echo Defect by Toyota, prior to purchasing his
18 Vehicle.

19 247. Because of the undisclosed defect, Plaintiff JUAN GIRALDO's
20 Vehicle was worth less than what he paid for it.

21 248. Had Plaintiff JUAN GIRALDO been aware of the Echo Defect, he
22 could have obtained a better price for his vehicle in the marketplace.

23 249. After Plaintiff JUAN GIRALDO purchased his vehicle, when he
24 used the vehicle's hands-free phone system to make or receive calls, he was
25 repeatedly told by the other participants in the calls that the other participants
26 heard their own words echo back to them.

27 250. The Echo Defect present in Plaintiff JUAN GIRALDO's Vehicle
28 has not been resolved and is an ongoing defect that continues to cause harm to

1 Plaintiff JUAN GIRALDO, including by creating a safety risk through Plaintiff
2 JUAN GIRALDO's inability to use his Vehicle's hands-free Bluetooth system.

3 251. Toyota has not directly disclosed to Plaintiff JUAN GIRALDO any
4 fix and/or volume workaround to resolve the impact of the Echo Defect,
5 including the Tech Tips, which as set forth herein are too vague to adequately
6 describe to consumers, including Plaintiff JUAN GIRALDO, the existence and
7 nature of the Echo Defect and the proper volume adjustments relating thereto.

8 252. Plaintiff JUAN GIRALDO desires to purchase vehicles, including
9 Class Vehicles, from Toyota in the future and would consider spending his
10 money to purchase such vehicles from Toyota in the future if Toyota
11 acknowledged the existence of the Echo Defect and provided an adequate
12 remedy for the Echo Defect and proper notice thereof. Such acknowledgment of
13 the Echo Defect and notice of an adequate remedy would enable Plaintiff to have
14 the confidence to rely on Defendant's representations in the future when
15 considering whether to purchase Defendant's vehicles, which would otherwise
16 be lacking.

17 253. Accordingly, without such acknowledgment of the Echo Defect,
18 adequate remedy, and notice thereof, Plaintiff JUAN GIRALDO will continue
19 to suffer harm for which remedies at law are inadequate.

20 254. Toyota's lack of an adequate description to remedy the Echo Defect
21 and notice thereof causes Plaintiff JUAN GIRALDO the risk of future harm for
22 which legal remedies are inadequate by hindering Plaintiff JUAN GIRALDO's
23 ability to maximize the resale or trade-in value of his vehicle when he sells it in
24 the future.

25 **9. Plaintiff Matthew Shaffer (Ohio)**

26 255. Prior to offering its 2017 Toyota Tacoma for sale in the state of
27 Ohio, Toyota knew that its 2017 Toyota Tacoma used the same Bluetooth hands-
28

1 free hardware and software as in prior model years and that no modifications
2 had been made to the system to correct the Echo Defect.

3 256. Plaintiff MATTHEW SHAFFER resides in Bradford, Ohio.

4 257. In May of 2020, Plaintiff MATTHEW SHAFFER purchased a used
5 2017 Toyota Tacoma TRD Off Road from Joseph Airport Toyota in Vandalia,
6 Ohio (“Plaintiff MATTHEW SHAFFER’s Vehicle”).

7 258. Plaintiff MATTHEW SHAFFER purchased his vehicle not for
8 resale, but for his own use. Specifically, Plaintiff MATTHEW SHAFFER’s
9 Vehicle was to be driven by Plaintiff MATTHEW SHAFFER.

10 259. Prior to purchasing his vehicle, Plaintiff MATTHEW SHAFFER
11 was aware that the vehicle included a Bluetooth hands-free phone system.
12 Before the purchase he spent time searching on Toyota’s website, including
13 reading the sections of its website relating to the Toyota Tacoma, but there was
14 no mention of the systems’ Echo Defect. He was also told by the salesperson at
15 Joseph Airport Toyota prior to purchasing the vehicle that the vehicle included
16 a Bluetooth hands-free phone system but was not told about the Echo Defect.

17 260. Plaintiff MATTHEW SHAFFER expected that the Bluetooth hands-
18 free phone system in his 2017 Toyota Tacoma would function properly and
19 would be free of defects.

20 261. The inclusion of the Bluetooth hands-free phone system in Plaintiff
21 MATTHEW SHAFFER’s Vehicle was material to Plaintiff MATTHEW
22 SHAFFER, who often must make and receive phone calls while driving.

23 262. Plaintiff MATTHEW SHAFFER was not aware of the Echo Defect,
24 and was not made aware of the Echo Defect by Toyota, prior to purchasing his
25 Vehicle.

26 263. Because of the undisclosed defect, Plaintiff MATTHEW
27 SHAFFER’s Vehicle was worth less than what he paid for it.
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1 264. Had Plaintiff MATTHEW SHAFFER been aware of the Echo
2 Defect, he could have obtained a better price for his vehicle in the marketplace.

3 265. After Plaintiff MATTHEW SHAFFER purchased his vehicle, when
4 he used the vehicle's hands-free phone system to make or receive calls, he was
5 repeatedly told by the other participants in the calls that the other participants
6 heard their own words echo back to them.

7 266. The Echo Defect present in Plaintiff MATTHEW SHAFFER's
8 Vehicle has not been resolved and is an ongoing defect that continues to cause
9 harm to Plaintiff MATTHEW SHAFFER, including by creating a safety risk
10 through Plaintiff MATTHEW SHAFFER's inability to use his Vehicle's hands-
11 free Bluetooth system.

12 267. Toyota has not directly disclosed to Plaintiff MATTHEW
13 SHAFFER any fix and/or volume workaround to resolve the impact of the Echo
14 Defect, including the Tech Tips, which as set forth herein are too vague to
15 adequately describe to consumers, including Plaintiff MATTHEW SHAFFER,
16 the existence and nature of the Echo Defect and the proper volume adjustments
17 relating thereto.

18 268. Plaintiff MATTHEW SHAFFER desires to purchase vehicles,
19 including Class Vehicles, from Toyota in the future and would consider
20 spending his money to purchase such vehicles from Toyota in the future if
21 Toyota acknowledged the existence of the Echo Defect and provided an
22 adequate remedy for the Echo Defect and proper notice thereof. Such
23 acknowledgment of the Echo Defect and notice of an adequate remedy would
24 enable Plaintiff to have the confidence to rely on Defendant's representations in
25 the future when considering whether to purchase Defendant's vehicles, which
26 would otherwise be lacking.

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1 269. Accordingly, without such acknowledgment of the Echo Defect,
2 adequate remedy, and notice thereof, Plaintiff MATTHEW SHAFFER will
3 continue to suffer harm for which remedies at law are inadequate.

4 270. Toyota's lack of an adequate description to remedy the Echo Defect
5 and notice thereof causes Plaintiff MATTHEW SHAFFER the risk of future
6 harm for which legal remedies are inadequate by hindering Plaintiff MATTHEW
7 SHAFFER's ability to maximize the resale or trade-in value of his vehicle when
8 he sells it in the future.

9 **10. Plaintiff Wayne Slates (Oregon)**

10 271. Prior to offering its 2018 Toyota Tacoma for sale in the state of
11 Oregon, Toyota knew that its 2018 Toyota Tacoma used the same Bluetooth
12 hands-free hardware and software as in prior model years and that no
13 modifications had been made to the system to correct the Echo Defect.

14 272. Plaintiff WAYNE SLATES resides in Damascus, Oregon.

15 273. In January of 2021, Plaintiff WAYNE SLATES purchased a used
16 2018 Toyota Tacoma, TDR 4 Wheel Drive from Broadway Toyota in Portland,
17 Oregon ("Plaintiff WAYNE SLATES's Vehicle").

18 274. Plaintiff WAYNE SLATES purchased his vehicle not for resale, but
19 for his own use. Specifically, Plaintiff WAYNE SLATES's Vehicle was to be
20 driven by Plaintiff WAYNE SLATES.

21 275. Prior to purchasing his vehicle, Plaintiff WAYNE SLATES was
22 aware that the vehicle included a Bluetooth hands-free phone system. He was
23 also told by the salesperson at Broadway Toyota prior to purchasing the vehicle
24 that the vehicle included a Bluetooth hands-free phone system but was not told
25 about the Echo Defect. When he picked up his vehicle from Broadway Toyota
26 the day after his purchase, a dealership employee described the Bluetooth feature
27 and connected his phone to the Bluetooth hands-free phone system, but did not
28 tell him about the Echo Defect.

1 276. Plaintiff WAYNE SLATES expected that the Bluetooth hands-free
2 phone system in his 2018 Toyota Tacoma, TDR 4 Wheel Drive would function
3 properly and would be free of defects.

4 277. The inclusion of the Bluetooth hands-free phone system in Plaintiff
5 WAYNE SLATES's Vehicle was material to Plaintiff WAYNE SLATES, who
6 often must make and receive phone calls while driving.

7 278. Plaintiff WAYNE SLATES was not aware of the Echo Defect, and
8 was not made aware of the Echo Defect by Toyota, prior to purchasing his
9 Vehicle.

10 279. Because of the undisclosed defect, Plaintiff WAYNE SLATES's
11 Vehicle was worth less than what he paid for it.

12 280. Had Plaintiff WAYNE SLATES been aware of the Echo Defect, he
13 could have obtained a better price for his vehicle in the marketplace.

14 281. After Plaintiff WAYNE SLATES purchased his vehicle, when he
15 used the vehicle's hands-free phone system to make or receive calls, he was
16 repeatedly told by the other participants in the calls that the other participants
17 heard their own words echo back to them.

18 282. The Echo Defect present in Plaintiff WAYNE SLATES' Vehicle
19 has not been resolved and is an ongoing defect that continues to cause harm to
20 Plaintiff WAYNE SLATES, including by creating a safety risk through Plaintiff
21 WAYNE SLATES' inability to use his Vehicle's hands-free Bluetooth system.

22 283. Toyota has not directly disclosed to Plaintiff WAYNE SLATES any
23 fix and/or volume workaround to resolve the impact of the Echo Defect,
24 including the Tech Tips, which as set forth herein are too vague to adequately
25 describe to consumers, including Plaintiff WAYNE SLATES, the existence and
26 nature of the Echo Defect and the proper volume adjustments relating thereto.

27 284. Plaintiff WAYNE SLATES desires to purchase vehicles, including
28 Class Vehicles, from Toyota in the future and would consider spending his

1 money to purchase such vehicles from Toyota in the future if Toyota
2 acknowledged the existence of the Echo Defect and provided an adequate
3 remedy for the Echo Defect and proper notice thereof. Such acknowledgment of
4 the Echo Defect and notice of an adequate remedy would enable Plaintiff to have
5 the confidence to rely on Defendant's representations in the future when
6 considering whether to purchase Defendant's vehicles, which would otherwise
7 be lacking.

8 285. Accordingly, without such acknowledgment of the Echo Defect,
9 adequate remedy, and notice thereof, Plaintiff WAYNE SLATES will continue
10 to suffer harm for which remedies at law are inadequate.

11 286. Toyota's lack of an adequate description to remedy the Echo Defect
12 and notice thereof causes Plaintiff WAYNE SLATES the risk of future harm for
13 which legal remedies are inadequate by hindering Plaintiff WAYNE SLATES'
14 ability to maximize the resale or trade-in value of his vehicle when he sells it in
15 the future.

16 **11. Plaintiff Jamie Brown (Missouri)**

17 287. Prior to offering its 2015 Toyota Highlander for sale in the state of
18 Missouri, Toyota knew that its 2015 Toyota Highlander used the same Bluetooth
19 hands-free hardware and software as in prior model years and that no
20 modifications had been made to the system to correct the Echo Defect.

21 288. Plaintiff JAMIE BROWN resides in Frontenac, Missouri.

22 289. In 2018, Plaintiff JAMIE BROWN purchased a used 2015 Toyota
23 Highlander from Seeger Toyota, located at 12833 Olive Blvd, St. Louis,
24 Missouri ("Plaintiff JAMIE BROWN's Vehicle").

25 290. Plaintiff JAMIE BROWN purchased the vehicle primarily for
26 personal, family, or household purposes.

27 291. Prior to purchasing her vehicle, Plaintiff JAMIE BROWN was
28 aware that this vehicle included a Bluetooth hands-free phone system. Before

1 the purchase she spent time searching on Toyota's website, including reading
2 the sections of its website relating to the Toyota Highlander. Plaintiff JAMIE
3 BROWN also received a printout of features from the Toyota salesman at Seeger
4 Toyota that she took home and reviewed prior to purchasing the vehicle. In
5 reviewing materials from Toyota, Plaintiff JAMIE BROWN saw representations
6 that its 2015 Highlanders included, or had the option to include, hands-free
7 phone systems, but there was no mention of the systems' Echo Defect. She was
8 also told by the salesperson at Seeger prior to purchasing the vehicle that the
9 vehicle included a Bluetooth hands-free phone system but was not told about the
10 Echo Defect.

11 292. Plaintiff JAMIE BROWN expected that the Bluetooth hands-free
12 phone system in her 2015 Toyota Highlander would function properly and would
13 be free of defects.

14 293. The inclusion of the Bluetooth hands-free phone system in Plaintiff
15 JAMIE BROWN's Vehicle was material to Plaintiff JAMIE BROWN, who often
16 must make and receive phone calls while driving with children in the vehicle.

17 294. Plaintiff JAMIE BROWN was not aware of the Echo Defect, and
18 was not made aware of the Echo Defect by Toyota, prior to purchasing her
19 Vehicle.

20 295. Because of the undisclosed defect, Plaintiff JAMIE BROWN's
21 Vehicle was worth less than what she paid for it.

22 296. Had Plaintiff JAMIE BROWN been aware of the Echo Defect, she
23 could have obtained a better price for her vehicle in the marketplace.

24 297. After Plaintiff JAMIE BROWN purchased her vehicle, when she
25 used the vehicle's hands-free phone system to make or receive calls, she was
26 repeatedly told by the other participants in the calls that the other participants
27 heard their own words echo back to them.

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1 298. The Echo Defect present in Plaintiff JAMIE BROWN's Vehicle has
2 not been resolved and is an ongoing defect that continues to cause harm to
3 Plaintiff JAMIE BROWN, including by creating a safety risk through Plaintiff
4 JAMIE BROWN's inability to use her Vehicle's hands-free Bluetooth system.

5 299. Toyota has not directly disclosed to Plaintiff JAMIE BROWN any
6 fix and/or volume workaround to resolve the impact of the Echo Defect,
7 including the Tech Tips, which as set forth herein are too vague to adequately
8 describe to consumers, including Plaintiff JAMIE BROWN, the existence and
9 nature of the Echo Defect and the proper volume adjustments relating thereto.

10 300. Plaintiff JAMIE BROWN desires to purchase vehicles, including
11 Class Vehilces, from Toyota in the future and would consider spending her
12 money to purchase such vehicles from Toyota in the future if Toyota
13 acknowledged the existence of the Echo Defect and provided an adequate
14 remedy for the Echo Defect and proper notice thereof. Such acknowledgment of
15 the Echo Defect and notice of an adequate remedy would enable Plaintiff to have
16 the confidence to rely on Defendant's representations in the future when
17 considering whether to purchase Defendant's vehicles, which would otherwise
18 be lacking.

19 301. Accordingly, without such acknowledgment of the Echo Defect,
20 adequate remedy, and notice thereof, Plaintiff JAMIE BROWN will continue to
21 suffer harm for which remedies at law are inadequate.

22 302. Toyota's lack of an adequate description to remedy the Echo Defect
23 and notice thereof causes Plaintiff JAMIE BROWN the risk of future harm for
24 which legal remedies are inadequate by hindering Plaintiff JAMIE BROWN's
25 ability to maximize the resale or trade-in value of her vehicle when she sells it
26 in the future.

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1 **12. Plaintiff Mitchell Trockman (Minnesota)**

2 303. Prior to offering its 2016 Toyota Prius for sale in the state of
3 Minnesota, Toyota knew that its 2016 Toyota Prius used the same Bluetooth
4 hands-free hardware and software as in prior model years and that no
5 modifications had been made to the system to correct the Echo Defect.

6 304. Plaintiff MITCHELL TROCKMAN resides in Golden Valley,
7 Minnesota.

8 305. In 2016, Plaintiff MITCHELL TROCKMAN purchased a 2016
9 Toyota Prius V from Rudy Luther Toyota in Golden Valley, Minnesota
10 (“Plaintiff MITCHELL TROCKMAN’s Vehicle”).

11 306. Plaintiff MITCHELL TROCKMAN purchased his vehicle not for
12 resale, but for his own use. Specifically, Plaintiff MITCHELL TROCKMAN’s
13 Vehicle was to be driven by Plaintiff MITCHELL TROCKMAN.

14 307. Prior to purchasing his vehicle, Plaintiff MITCHELL TROCKMAN
15 was aware that the vehicle included a Bluetooth hands-free phone system.
16 Before the purchase, to the best of his recollection Plaintiff believes he spent
17 time searching on Toyota’s website, including reading the sections of its website
18 relating to the 2016 Toyota Prius, and received a brochure about the vehicle. He
19 was also told by the salesperson at Rudy Luther Toyota prior to purchasing the
20 vehicle that the vehicle included a Bluetooth hands-free phone system but was
21 not told about the Echo Defect.

22 308. Plaintiff MITCHELL TROCKMAN expected that the Bluetooth
23 hands-free phone system in his 2016 Toyota Prius would function properly and
24 would be free of defects.

25 309. The inclusion of the Bluetooth hands-free phone system in Plaintiff
26 MITCHELL TROCKMAN’s Vehicle was material to Plaintiff MITCHELL
27 TROCKMAN, who often must make and receive phone calls while driving.
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1 310. Plaintiff MITCHELL TROCKMAN was not aware of the Echo
2 Defect, and was not made aware of the Echo Defect by Toyota, prior to
3 purchasing his Vehicle.

4 311. Because of the undisclosed defect, Plaintiff MITCHELL
5 TROCKMAN's Vehicle was worth less than what he paid for it.

6 312. Had Plaintiff MITCHELL TROCKMAN been aware of the Echo
7 Defect, he could have obtained a better price for his vehicle in the marketplace.

8 313. After Plaintiff MITCHELL TROCKMAN purchased his vehicle,
9 when he used the vehicle's hands-free phone system to make or receive calls, he
10 was repeatedly told by the other participants in the calls that the other
11 participants heard their own words echo back to them until some point in time
12 in 2018.

13 314. The Echo Defect present in Plaintiff MITCHELL TROCKMAN's
14 Vehicle has not been resolved and is an ongoing defect that continues to cause
15 harm to Plaintiff MITCHELL TROCKMAN, including by creating a safety risk
16 through Plaintiff MITCHELL TROCKMAN's inability to use his Vehicle's
17 hands-free Bluetooth system.

18 315. Toyota has not directly disclosed to Plaintiff MITCHELL
19 TROCKMAN any fix and/or volume workaround to resolve the impact of the
20 Echo Defect, including the Tech Tips, which as set forth herein are too vague to
21 adequately describe to consumers, including Plaintiff MITCHELL
22 TROCKMAN, the existence and nature of the Echo Defect and the proper
23 volume adjustments relating thereto.

24 316. Plaintiff MITCHELL TROCKMAN desires to purchase vehicles,
25 including Class Vehicles, from Toyota in the future and would consider
26 spending his money to purchase such vehicles from Toyota in the future if
27 Toyota acknowledged the existence of the Echo Defect and provided an
28 adequate remedy for the Echo Defect and proper notice thereof. Such

1 acknowledgment of the Echo Defect and notice of an adequate remedy would
2 enable Plaintiff to have the confidence to rely on Defendant’s representations in
3 the future when considering whether to purchase Defendant’s vehicles, which
4 would otherwise be lacking.

5 317. Accordingly, without such acknowledgment of the Echo Defect,
6 adequate remedy, and notice thereof, Plaintiff MITCHELL TROCKMAN will
7 continue to suffer harm for which remedies at law are inadequate.

8 318. Toyota’s lack of an adequate description to remedy the Echo Defect
9 and notice thereof causes Plaintiff MITCHELL TROCKMAN the risk of future
10 harm for which legal remedies are inadequate by hindering Plaintiff MITCHELL
11 TROCKMAN’s ability to maximize the resale or trade-in value of his vehicle
12 when he sells it in the future.

13 **FIRST CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **[California Business & Professions Code §§ 17200, et seq.]**

16 **(By Plaintiff GLENN KESSELMAN, KIRK COVIELLO, and the**
17 **California Class)**

18 319. Plaintiffs reallege and incorporate by reference, as though fully set
19 forth herein, the preceding paragraphs of this Complaint.

20 320. Plaintiffs GLENN KESSELMAN and KIRK COVIELLO bring this
21 claim individually and on behalf of the members of the California Class against
22 Toyota under California law.

23 321. Plaintiffs GLENN KESSELMAN and KIRK COVIELLO have
24 standing to pursue this cause of action as Plaintiffs GLENN KESSELMAN and
25 KIRK COVIELLO have suffered injury in fact and have lost money or property
26 as a result of Toyota’s actions as delineated herein.

27 322. California’s Unfair Competition Law (“UCL”), California Business
28 and Professions Code sections 17200, et seq., defines unfair business

1 competition to include any “unlawful, unfair or fraudulent” act or practice, as
2 well as any “unfair, deceptive, untrue or misleading” advertising.

3 323. Toyota’s scheme, as delineated herein, constitutes unlawful, unfair,
4 or fraudulent business practices in violation of the UCL.

5 324. Toyota’s business practices, as alleged herein, violate the “unfair”
6 prong of the UCL because: (i) the utility of Toyota’s scheme is significantly
7 outweighed by the gravity of the harm the scheme imposes on Plaintiff GLENN
8 KESSELMAN, KIRK COVIELLO, and the California Class; (ii) the injury
9 suffered by Plaintiff GLENN KESSELMAN, KIRK COVIELLO, and the
10 California Class as a result of Toyota’s scheme is not one that Plaintiff GLENN
11 KESSELMAN, KIRK COVIELLO, and the California Class could have
12 reasonably avoided; and (iii) Toyota’s scheme runs counter to legislatively
13 declared and public policy.

14 325. Further, an unfair business practice under the UCL “is one that
15 either ‘offends an established public policy’ or is ‘immoral, unethical,
16 oppressive, unscrupulous or substantially injurious to consumers.’” *Evenchik v.*
17 *Avis Rent A Car Sys., LLC*, 2012 WL 4111382, at *8 (S.D. Cal. Sept. 17, 2012)
18 (quoting *McDonald v. Coldwell Banker*, 543 F.3d 498, 506 (9th Cir.2008)
19 (quoting *People v. Casa Blanca Convalescent Homes, Inc.*, 159 Cal.App.3d 509,
20 530 (1984))).

21 326. Toyota’s business practices, as alleged herein, violate the
22 “unlawful” prong of the UCL because they constitute a violation of the
23 Consumer Legal Remedies Act.

24 327. Toyota’s business practices, as alleged herein, violate the
25 “fraudulent” prong of the UCL because they are likely to deceive a reasonable
26 consumer. Specifically, Toyota has violated the “fraudulent” prong of the UCL
27 by failing to disclose to Plaintiff GLENN KESSELMAN, KIRK COVIELLO,
28 and the California Class prior to their purchases or leases: (a) that when the

1 driver of a Class Vehicle uses the Bluetooth hands-free phone system to make
2 or receive a phone call, the person on the other end of the phone call will hear
3 an echo of his or her own words; and (b) the severity of the echo, such that
4 consumers would understand that the echo defect prevents them from being able
5 to carry on a conversation.

6 328. Accordingly, Toyota violated, and continues to violate the UCL's
7 proscription against engaging in unlawful business acts or practices.

8 329. As a direct and proximate result of Toyota's unlawful, unfair, and
9 fraudulent business practices, Plaintiff GLENN KESSELMAN, KIRK
10 COVIELLO, and the California Class have suffered injury in fact and lost money
11 or property, in that they paid for a Bluetooth Hands-free phone system which
12 was defective and did not perform as was represented.

13 330. Based on the allegations herein, Plaintiffs GLENN KESSELMAN,
14 KIRK COVIELLO, and the California Class will be unable to rely on the Class
15 Vehicles' advertising or labeling in the future, and so will not purchase the
16 product although they would like to. Moreover, as described above, Toyota's
17 failure to acknowledge the Echo Defect and its current, inadequately described
18 volume-adjustment workaround presents a continuing and ongoing safety risk
19 to Plaintiffs GLENN KESSELMAN and KIRK COVIELLO and the California
20 Class. Further, as described above, Plaintiffs GLENN KESSELMAN and KIRK
21 COVIELLO and the California Class face the risk of future harm from decreased
22 resale/trade-in values based on Toyota's inadequately described volume-
23 adjustment workaround. Accordingly, Plaintiffs GLENN KESSELMAN and
24 KIRK COVIELLO and the California Class members risk irreparable injury as
25 a result of Toyota's acts and omissions set forth above, and these violations
26 present a continuing risk of harm to the California Class as well as to the general
27 public. Toyota's unlawful acts and practices complained of herein affect the
28 public interest.

1 331. Plaintiffs GLENN KESSELMAN, KIRK COVIELLO, and the
2 California Class lack an adequate remedy at law and, as a result, are entitled to
3 equitable relief.

4 332. Plaintiffs GLENN KESSELMAN and KIRK COVIELLO therefore
5 seek the relief for themselves and the California Class described in the Prayer
6 for Relief.

7 **SECOND CAUSE OF ACTION**
8 **VIOLATIONS OF THE CONSUMER FRAUD ACT**

9 **[Arizona Rev. Stat. § 44-1521, *et seq.*]**

10 **(By Plaintiff KAREN AMBROSE and the Arizona Class)**

11 333. Plaintiffs reallege and incorporate by reference, as though fully set
12 forth herein, the preceding paragraphs of this Complaint.

13 334. Plaintiff KAREN AMBROSE brings this claim individually and on
14 behalf of the members of the Arizona Class against Toyota under Arizona law.

15 335. This cause of action is brought pursuant to the Consumer Fraud Act,
16 Arizona Rev. Stat. §44-1521 *et seq.* (the “CFA”), because Toyota’s actions and
17 conduct described herein constitute transactions that have resulted in the sale or
18 lease of merchandise to persons.

19 336. Plaintiff KAREN AMBROSE, and the Arizona Class, are “persons”
20 within the meaning of the CFA, Arizona Rev. Stat. §44-1521(6).

21 337. The Class Vehicles are “merchandise” within the meaning of the
22 CFA, Arizona Rev. Stat. §44-1521(5).

23 338. The CFA provides that “[t]he act, use or employment by any person
24 of any deception, deceptive act or practice, fraud,. . . misrepresentation, or
25 concealment, suppression or omission of any material fact with intent that others
26 rely on such concealment, suppression or omission, in connection with the sale
27 . . . of any merchandise whether or not any person has in fact been misled,
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1 deceived or damaged thereby, is declared to be an unlawful practice.” Arizona
2 Rev. Stat. §44-1522(A).

3 339. In the course of its business, Toyota willfully failed to disclose and
4 actively concealed the Echo Defect in the Class Vehicles, as described herein,
5 and otherwise engaged in activities with a tendency or capacity to deceive.
6 Toyota also engaged in unlawful trade practices by employing deception,
7 deceptive acts or practices, fraud, misrepresentations, or concealment,
8 suppression or omission of any material fact with intent that others rely upon
9 such concealment, suppression or omission, in connection with the sale of the
10 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
11 acts or practices in the conduct of trade or commerce in violation of the CFA.

12 340. As alleged herein, Toyota knew of the Echo Defect, while the
13 Arizona Class was deceived by Toyota’s omission into believing the Bluetooth
14 hands-free system operated as was advertised, and this information could not
15 have reasonably been known by the consumer.

16 341. Toyota knew or should have known that its conduct violated the
17 CFA.

18 342. As alleged above, Toyota made representations to the Arizona Class
19 and the public regarding the Bluetooth hands-free system in the Class Vehicles
20 which were either false or misleading.

21 343. Toyota's unfair or deceptive acts or practices were likely to deceive
22 reasonable consumers, including the Arizona Class, about the performance of
23 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
24 knowingly misrepresented material facts regarding the Class Vehicles with an
25 intent to mislead the Arizona Class.

26 344. Having a Bluetooth hands-free system which operated without the
27 Echo Defect was material to the Arizona Class. Had members of the Arizona
28

1 Class known that their vehicles had the Echo Defect, they would have paid less
2 for them than they did.

3 345. All members of the Arizona Class suffered ascertainable loss caused
4 by Toyota's failure to disclose material information. The Arizona Class
5 overpaid for their vehicles and did not receive the benefit of their bargain. As
6 the result of the concealment and failure to remedy the Echo Defect, the value
7 of their vehicles has diminished.

8 346. As a direct and proximate result of Toyota's violations of the CFA,
9 the Arizona Class has suffered injury-in-fact and/or actual damage.

10 347. Based on the allegations herein, Plaintiff KAREN AMBROSE and
11 the Arizona Class will be unable to rely on the Class Vehicles' advertising or
12 labeling in the future, and so will not purchase the product although they would
13 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
14 Defect and its current, inadequately described volume-adjustment workaround
15 presents a continuing and ongoing safety risk to Plaintiff KAREN AMBROSE
16 and the Arizona Class. Further, as described above, Plaintiff KAREN
17 AMBROSE and the Arizona Class face the risk of future harm from decreased
18 resale/trade-in values based on Toyota's inadequately described volume-
19 adjustment workaround. Accordingly, Plaintiff KAREN AMBROSE and the
20 Arizona Class members risk irreparable injury as a result of Toyota's acts and
21 omissions set forth above, and these violations present a continuing risk of harm
22 to the Arizona Class as well as to the general public. Toyota's unlawful acts
23 and practices complained of herein affect the public interest.

24 348. Thus, Plaintiff KAREN AMBROSE and the Arizona Class lack an
25 adequate remedy at law and, as a result, are entitled to equitable relief.

26 349. Plaintiff KAREN AMBROSE therefore seeks the relief for herself
27 and the Arizona Class described in the Prayer for Relief.

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THIRD CAUSE OF ACTION
VIOLATIONS OF THE CONSUMER PROTECTION ACT

[Colorado Rev. Stat. § 6-1-101, *et seq.*]

(By Plaintiff PAUL ARELLANO and the Colorado Class)

351. Plaintiffs reallege and incorporate by reference, as though fully set forth herein, the preceding paragraphs of this Complaint.

352. Plaintiff PAUL ARELLANO brings this claim individually and on behalf of the members of the Colorado Class against Toyota under Colorado law.

353. This cause of action is brought pursuant to the Consumer Protection Act, Colorado Rev. Stat. §6-1-101 *et seq.* (the “CPA”), because Toyota's actions and conduct described herein constitute transactions that have resulted in the sale or lease of good and services to consumers.

354. Toyota is a “person” within the meaning of the CPA, Colorado Rev. Stat. §6-1-102(6).

355. Plaintiff PAUL ARELLANO and the Colorado Class are “consumers” within the meaning of the CPA, Colorado Rev. Stat. §6-1-113(1)(a), who purchased or leased one or more of the Class Vehicles.

356. The CPA prohibits deceptive trade practices in the course of a person’s business. In the course of its business, Toyota willfully failed to disclose and actively concealed the Echo Defect in the Class Vehicles, 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 of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles. Toyota is directly liable for engaging in unfair and

1 deceptive acts or practices in the conduct of trade or commerce in violation of
2 the CPA.

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

5 358. As alleged herein, Toyota knew of the Echo Defect, while the
6 Colorado Class was deceived by Toyota's omission into believing the Bluetooth
7 hands-free system operated as was advertised, and this information could not
8 have reasonably been known by the consumer.

9 359. Toyota knew or should have known that its conduct violated CPA.

10 360. As alleged above, Toyota made representations to the Colorado
11 Class and the public regarding the Bluetooth hands-free system in the Class
12 Vehicles which were either false or misleading.

13 361. Toyota's unfair or deceptive acts or practices were likely to deceive
14 reasonable consumers, including the Colorado Class, about the performance of
15 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
16 knowingly misrepresented material facts regarding the Class Vehicles with an
17 intent to mislead the Colorado Class.

18 362. Having a Bluetooth hands-free system which operated without the
19 Echo Defect was material to the Colorado Class. Had members of the Colorado
20 Class known that their vehicles had the Echo Defect, they would have paid less
21 for them than they did.

22 363. All members of the Colorado Class suffered ascertainable loss
23 caused by Toyota's failure to disclose material information. The Colorado Class
24 overpaid for their vehicles and did not receive the benefit of their bargain. As
25 the result of the concealment and failure to remedy the Echo Defect, the value
26 of their vehicles has diminished.

27 364. As a direct and proximate result of Toyota's violations of the CPA,
28 the Colorado Class has suffered injury-in-fact and/or actual damage.

1 370. This cause of action is brought pursuant to Section 349 of the New
2 York General Business Law (the “NYGBA”), because Toyota's actions and
3 conduct described herein constitute deceptive acts or practices in the conduct of
4 Toyota's business.

5 371. Plaintiff CRAIG GRANGER and the New York Class, are
6 “person[s]” within the meaning of NYGBL, New York Gen. Bus. Law §349(h).

7 372. Toyota is a “person,” “firm,” “corporation,” or “association” within
8 the meaning of New York Gen. Bus. Law §349(b).

9 373. The NYGBL makes unlawful “[d]eceptive acts or practices in the
10 conduct of any business, trade or commerce.” New York Gen. Bus. Law §349.
11 Toyota’s conduct, as described herein, constitutes “deceptive acts or practices”
12 within the meaning of the NYGBL. Furthermore, Toyota's deceptive acts and
13 practices, which were intended to mislead consumers who were in the process
14 of purchasing and/or leasing the Class Vehicles, was conduct directed at
15 consumers.

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

18 375. In the course of its business, Toyota willfully failed to disclose and
19 actively concealed the Echo Defect in the Class Vehicles, as described herein,
20 and otherwise engaged in activities with a tendency or capacity to deceive.
21 Toyota also engaged in unlawful trade practices by employing deception,
22 deceptive acts or practices, fraud, misrepresentations, or concealment,
23 suppression or omission of any material fact with intent that others rely upon
24 such concealment, suppression or omission, in connection with the sale of the
25 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
26 acts or practices in the conduct of trade or commerce in violation of the NYGBL.

27 376. As alleged herein, Toyota knew of the Echo Defect, while the New
28 York Class was deceived by Toyota's omission into believing the Bluetooth

1 hands-free system operated as was advertised, and this information could not
2 have reasonably been known by the consumer.

3 377. Toyota knew or should have known that its conduct violated the
4 NYGBL.

5 378. As alleged above, Toyota made representations to the New York
6 Class and the public regarding the Bluetooth hands-free system in the Class
7 Vehicles which were either false or misleading.

8 379. Toyota's deceptive acts or practices were likely to deceive
9 reasonable consumers, including the New York Class, about the performance of
10 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
11 knowingly misrepresented material facts regarding the Class Vehicles with an
12 intent to mislead the New York Class.

13 380. Having a Bluetooth hands-free system which operated without the
14 Echo Defect was material to the New York Class. Had members of the New
15 York Class known that their vehicles had the Echo Defect, they would have paid
16 less for them than they did.

17 381. All members of the New York Class suffered ascertainable loss
18 caused by Toyota's failure to disclose material information. The New York
19 Class overpaid for their vehicles and did not receive the benefit of their bargain.
20 As the result of the concealment and failure to remedy the Echo Defect, the value
21 of their vehicles has diminished.

22 382. As a direct and proximate result of Toyota's violations of the
23 NYGBL, the New York Class has suffered injury-in-fact and/or actual damage.

24 383. Based on the allegations herein, Plaintiff CRAIG GRANGER and
25 the New York Class will be unable to rely on the Class Vehicles' advertising or
26 labeling in the future, and so will not purchase the product although they would
27 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
28 Defect and its current, inadequately described volume-adjustment workaround

1 presents a continuing and ongoing safety risk to Plaintiff CRAIG GRANGER
2 and the New York Class. Further, as described above, Plaintiff CRAIG
3 GRANGER and the New York Class face the risk of future harm from decreased
4 resale/trade-in values based on Toyota's inadequately described volume-
5 adjustment workaround. Accordingly, Plaintiff CRAIG GRANGER and the
6 New York Class members risk irreparable injury as a result of Toyota's acts and
7 omissions set forth above, and these violations present a continuing risk of harm
8 to the New York Class as well as to the general public. Toyota's unlawful acts
9 and practices complained of herein affect the public interest.

10 384. Thus, Plaintiff CRAIG GRANGER and the New York Class lack an
11 adequate remedy at law and, as a result, are entitled to equitable relief.

12 385. Plaintiff CRAIG GRANGER therefore seeks the relief for himself
13 and the New York Class described in the Prayer for Relief.

14 **FIFTH CAUSE OF ACTION**

15 **FALSE ADVERTISING PURSUANT TO NEW YORK GENERAL**

16 **BUSINESS LAW**

17 **[New York Gen. Bus. Law §350]**

18 **(By Plaintiff CRAIG GRANGER and the New York Class)**

19 386. Plaintiffs reallege and incorporate by reference, as though fully set
20 forth herein, the preceding paragraphs of this Complaint.

21 387. Plaintiff CRAIG GRANGER brings this claim individually and on
22 behalf of the members of the New York Class against Toyota under New York
23 law.

24 388. This cause of action is brought pursuant to Section 350 of the New
25 York General Business Law (the "NYGBA"), because Toyota's actions and
26 conduct described herein constitute false advertising in the conduct of Toyota's
27 business.

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1 389. Toyota engaged in the “conduct of... business, trade or commerce”
2 within the meaning of New York Gen. Bus. Law §350.

3 390. The NYGBL makes unlawful “[f]alse advertising in the conduct of
4 any business, trade or commerce.” False advertising includes “advertising,
5 including labeling, of a commodity... if such advertising is misleading in a
6 material respect,” taking into account “the extent to which the advertising fails
7 to reveal facts material in light of... representations [made] with respect to the
8 commodity....” New York Gen. Bus. Law §350-a.

9 391. Toyota caused to be made or disseminated through New York,
10 through advertising, marketing and other publications as more fully described
11 herein, statements that were untrue or misleading, and that were known, or
12 which by the exercise of reasonable care should have been known to them, to be
13 untrue and misleading to consumers and New York Class.

14 392. Toyota has violated New York Gen. Bus. Law §350 because the
15 misrepresentations and omissions regarding the Echo Defect, as set forth herein,
16 were material and likely to deceive a reasonable consumer.

17 393. The New York Class has suffered an injury, including the loss of
18 money or property, as a result of Toyota’s false advertising. In purchasing or
19 leasing their vehicles, the New York Class relied on the misrepresentation and/or
20 omissions relating to the Bluetooth hands-free system in the Class Vehicles.
21 Those representations were false and/or misleading because the Bluetooth
22 hands-free system had the known Echo Defect. Had the New York Class known
23 this, they would not paid as much for their vehicles.

24 394. Based on the allegations herein, Plaintiff CRAIG GRANGER and
25 the New York Class will be unable to rely on the Class Vehicles’ advertising or
26 labeling in the future, and so will not purchase the product although they would
27 like to. Moreover, as described above, Toyota’s failure to acknowledge the Echo
28 Defect and its current, inadequately described volume-adjustment workaround

1 presents a continuing and ongoing safety risk to Plaintiff CRAIG GRANGER
2 and the New York Class. Further, as described above, Plaintiff CRAIG
3 GRANGER and the New York Class face the risk of future harm from decreased
4 resale/trade-in values based on Toyota's inadequately described volume-
5 adjustment workaround. Accordingly, Plaintiff CRAIG GRANGER and the
6 New York Class members risk irreparable injury as a result of Toyota's acts and
7 omissions set forth above, and these violations present a continuing risk of harm
8 to the New York Class as well as to the general public. Toyota's unlawful acts
9 and practices complained of herein affect the public interest.

10 395. Thus, Plaintiff CRAIG GRANGER and the New York Class lack an
11 adequate remedy at law and, as a result, are entitled to equitable relief.

12 396. Plaintiff CRAIG GRANGER therefore seeks the relief for himself
13 and the New York Class described in the Prayer for Relief.

14 **SIXTH CAUSE OF ACTION**
15 **VIOLATIONS OF THE WASHINGTON CONSUMER**
16 **PROTECTION ACT**

17 **[Wash Rev. Code. Ann., §§19.86.010, *et seq.*]**

18 **(By Plaintiff DAVID DOUGLAS and the Washington Class)**

19 397. Plaintiffs reallege and incorporate by reference, as though fully set
20 forth herein, the preceding paragraphs of this Complaint.

21 398. Plaintiff DAVID DOUGLAS brings this claim individually and on
22 behalf of the members of the Washington Class against Toyota under
23 Washington law.

24 399. This cause of action is brought pursuant to the Washington
25 Consumer Protection Act, Wash Rev. Code. Ann., §§19.86.010, *et seq.* (the
26 "WCPA"), because Toyota's actions and conduct described herein constitute
27 unfair or deceptive trade practices in the sale of a consumer good.
28

1 400. Toyota committed the acts complained of herein in the course of
2 “trade” or “commerce” within the meaning of Wash Rev. Code. Ann.,
3 §19.96.010.

4 401. The WCPA broadly prohibits “[u]nfair methods of competition and
5 unfair or deceptive acts or practices in the conduct of any trade or commerce.”
6 Wash Rev. Code. Ann., § 19.96.010. Toyota engaged in unfair and deceptive
7 acts and practices and violated the WCPA by failing to disclose and actively
8 concealing the Echo Defect in the Class Vehicles.

9 402. In the course of its business, Toyota willfully failed to disclose and
10 actively concealed the Echo Defect in the Class Vehicles, as described herein,
11 and otherwise engaged in activities with a tendency or capacity to deceive.
12 Toyota also engaged in unlawful trade practices by employing deception,
13 deceptive acts or practices, fraud, misrepresentations, or concealment,
14 suppression or omission of any material fact with intent that others rely upon
15 such concealment, suppression or omission, in connection with the sale of the
16 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
17 acts or practices in the conduct of trade or commerce in violation of the WCPA.

18 403. As alleged herein, Toyota knew of the Echo Defect, while the
19 Washington Class was deceived by Toyota's omission into believing the
20 Bluetooth hands-free system operated as was advertised, and this information
21 could not have reasonably been known by the consumer.

22 404. Toyota knew or should have known that its conduct violated the
23 WCPA.

24 405. As alleged above, Toyota made representations to the Washington
25 Class and the public regarding the Bluetooth hands-free system in the Class
26 Vehicles which were either false or misleading.

27 406. Toyota’s unfair or deceptive acts or practices were likely to deceive
28 reasonable consumers, including the Washington Class, about the performance

1 of the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally
2 and knowingly misrepresented material facts regarding the Class Vehicles with
3 an intent to mislead the Washington Class.

4 407. Having a Bluetooth hands-free system which operated without the
5 Echo Defect was material to the Washington Class. Had members of the
6 Washington Class known that their vehicles had the Echo Defect, they would
7 have paid less for them than they did.

8 408. All members of the Washington Class suffered ascertainable loss
9 caused by Toyota's failure to disclose material information. The Washington
10 Class overpaid for their vehicles and did not receive the benefit of their bargain.
11 As the result of the concealment and failure to remedy the Echo Defect, the value
12 of their vehicles has diminished.

13 409. As a direct and proximate result of Toyota's violations of the
14 WCPA, the Washington Class has suffered injury-in-fact and/or actual damage.

15 410. Based on the allegations herein, Plaintiff DAVID DOUGLAS and
16 the Washington Class will be unable to rely on the Class Vehicles' advertising
17 or labeling in the future, and so will not purchase the product although they
18 would like to. Moreover, as described above, Toyota's failure to acknowledge
19 the Echo Defect and its current, inadequately described volume-adjustment
20 workaround presents a continuing and ongoing safety risk to Plaintiff DAVID
21 DOUGLAS and the Washington Class. Further, as described above, Plaintiff
22 DAVID DOUGLAS and the Washington Class face the risk of future harm from
23 decreased resale/trade-in values based on Toyota's inadequately described
24 volume-adjustment workaround. Accordingly, Plaintiff DAVID DOUGLAS and
25 the Washington Class members risk irreparable injury as a result of Toyota's
26 acts and omissions set forth above, and these violations present a continuing risk
27 of harm to the Washington Class as well as to the general public. Toyota's
28 unlawful acts and practices complained of herein affect the public interest.

1 411. Thus, Plaintiff DAVID DOUGLAS and the Washington Class lack
2 an adequate remedy at law and, as a result, are entitled to equitable relief.
3 Plaintiff DAVID DOUGLAS therefore seeks the relief for himself and the
4 Washington Class described in the Prayer for Relief.

5 **SEVENTH CAUSE OF ACTION**
6 **VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND**
7 **DECEPTIVE BUSINESS PRACTICE ACT**

8 **[815 ILCS §505/1, *et seq.*]**

9 **(By Plaintiff JOSH DOWNS and the Illinois Class)**

10 412. Plaintiffs reallege and incorporate by reference, as though fully set
11 forth herein, the preceding paragraphs of this Complaint.

12 413. Plaintiff JOSH DOWNS brings this claim individually and on
13 behalf of the members of the Illinois Class against Toyota under Illinois law.

14 414. This cause of action is brought pursuant to the Illinois Consumer
15 Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.* (“ICFA”),
16 because Toyota’s actions and conduct described herein constitute unfair and
17 deceptive trade practices in the conduct of trade or commerce.

18 415. Each Class Vehicle is “merchandise” pursuant to 815 ILCS §
19 505/1(b).

20 416. The advertising, offering for sale, sale, and/or distribution of the
21 Class Vehicles constitutes “trade” or “commerce” pursuant to 815 ILCS §
22 505/1(f).

23 417. Section 2 of ICFA prohibits unfair and deceptive acts and practices,
24 including, but not limited to, “the use or employment of any deception, fraud,
25 false pretense, false promise, misrepresentation or the concealment, suppression
26 or omission of any material fact, with intent that others rely upon the
27 concealment, suppression or omission of such material fact . . . in the conduct
28

1 of any trade or commerce . . . whether any person has in fact been misled,
2 deceived or damaged thereby.”

3 418. Section 2 of ICFA further prohibits unfair methods of competition
4 and unfair or deceptive acts or practices, including “the use or employment of
5 any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices
6 Act[.]’”

7 419. Section 2 also provides: “In construing this section consideration
8 shall be given to the interpretations of the Federal Trade Commission and the
9 federal courts relating to Section 5(a) of the Federal Trade Commission Act.”

10 420. As set forth above, Toyota engaged in, *inter alia*, the following
11 deceptive trade practices described in Section 2 of the Uniform Deceptive Trade
12 Practices Act (“UDTPA”) in transactions with Plaintiff JOSH DOWNS and the
13 Illinois Class in Illinois which were intended to result in, and did result in, the
14 sale of the Class Vehicles:

- 15 • Representing that the Class Vehicles have characteristics, uses,
16 and/or benefits that they do not have.
- 17 • Representing that the Class Vehicles are of a particular standard,
18 quality, or grade when they are of another.
- 19 • Advertising goods with intent not to sell them as advertised.
- 20 • Concealing, omitting, and/or suppressing material facts regarding
21 the Echo Defect for the Class Vehicles so as to create a likelihood
22 of confusion or misunderstanding.

23 421. In the course of its business, Toyota also willfully failed to disclose
24 and actively concealed the Echo Defect in the Class Vehicles, as described
25 herein, and otherwise engaged in activities with a tendency or capacity to
26 deceive. Toyota also engaged in unlawful trade practices by employing
27 deception, deceptive acts or practices, fraud, misrepresentations, or
28 concealment, suppression or omission of any material fact with intent that others

1 rely upon such concealment, suppression or omission, in connection with the
2 sale of the Class Vehicles. Toyota is directly liable for engaging in unfair and
3 deceptive acts or practices in the conduct of trade or commerce in violation of
4 ICFA.

5 422. As alleged herein, Toyota knew of the Echo Defect, while the
6 Illinois Class was deceived by Toyota's omission into believing the Bluetooth
7 hands-free system operated as was advertised, and this information could not
8 have reasonably been known by the consumer.

9 423. Toyota knew or should have known that its conduct violated ICFA.

10 424. As alleged above, Toyota made representations to the Illinois Class
11 and the public regarding the Bluetooth hands-free system in the Class Vehicles
12 which were either false or misleading.

13 425. Toyota unfair or deceptive acts or practices were likely to deceive
14 reasonable consumers, including the Illinois Class, about the performance of the
15 Bluetooth hands-free system in the Class Vehicles. The existence of the Echo
16 Defect and the omitted facts described above are each facts which a reasonable
17 consumer would likely consider to be important in making a purchasing
18 decision, or which would be likely to induce a person to manifest his/her assent,
19 or which the seller knows would be likely to induce a particular consumer to
20 manifest his/her assent, or which would be likely to induce a reasonable
21 consumer to act, respond or change his/her behavior in any substantial manner.
22 Toyota intentionally and knowingly misrepresented material facts regarding the
23 Class Vehicles with an intent to mislead the Illinois Class.

24 426. Having a Bluetooth hands-free system which operated without the
25 Echo Defect was material to the Illinois Class. Had members of the Illinois
26 Class known that their vehicles had the Echo Defect, they would have paid less
27 for them than they did.

28

1 427. Toyota’s false and/or misleading statements, omissions, and
2 misrepresentations described herein constitute unfair or deceptive acts, fraud,
3 false pretense, false promise, misrepresentation or the concealment, suppression
4 or omission of material facts in connection with the sale of merchandise in
5 Illinois and are, thus, unfair and deceptive business acts and practices in
6 violation of 815 ILCS § 505/1 *et seq.*

7 428. Toyota intended that Plaintiff JOSH DOWNS and the Illinois Class
8 rely on the aforesaid unfair and deceptive acts and practices.

9 429. Plaintiff JOSH DOWNS and the Illinois Class are each a
10 “consumer” under ICFA because they did not purchase or lease their Toyota
11 vehicles for the purpose of reselling them.

12 430. Moreover, Toyota’s conduct as set forth herein involves trade
13 practices addressed to the market generally or otherwise implicates consumer
14 protection concerns.

15 431. As a direct and proximate result of the aforesaid violations of ICFA,
16 Plaintiff JOSH DOWNS and the Illinois Class suffered ascertainable loss caused
17 by Toyota’s failure to disclose material information. Plaintiff JOSH DOWNS
18 and the Illinois Class overpaid for their vehicles and did not receive the benefit
19 of their bargain. As the result of the concealment and failure to remedy the Echo
20 Defect, the value of their vehicles has diminished.

21 432. Toyota’s acts and practices alleged herein have directly,
22 foreseeably, and proximately caused loss, damages, and injury to Plaintiff JOSH
23 DOWNS and the Illinois Class.

24 433. Based on the allegations herein, Plaintiff JOSH DOWNS and the
25 Illinois Class will be unable to rely on the Class Vehicles’ advertising or labeling
26 in the future, and so will not purchase the product although they would like to.
27 Moreover, as described above, Toyota’s failure to acknowledge the Echo Defect
28 and its current, inadequately described volume-adjustment workaround presents

1 a continuing and ongoing safety risk to Plaintiff JOSH DOWNS and the Illinois
2 Class. Further, as described above, Plaintiff JOSH DOWNS and the Illinois
3 Class face the risk of future harm from decreased resale/trade-in values based
4 on Toyota's inadequately described volume-adjustment workaround.
5 Accordingly, Plaintiff JOSH DOWNS and the Illinois Class members risk
6 irreparable injury as a result of Toyota's acts and omissions set forth above, and
7 these violations present a continuing risk of harm to the Illinois Class as well as
8 to the general public. Toyota's unlawful acts and practices complained of herein
9 affect the public interest.

10 434. Thus, Plaintiff JOSH DOWNS and the Illinois Class lack an
11 adequate remedy at law and, as a result, are entitled to equitable relief.

12 435. Plaintiff JOSH DOWNS therefore seeks the relief for himself and
13 the Illinois Class described in the Prayer for Relief.

14 **EIGHTH CAUSE OF ACTION**
15 **VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES**
16 **ACT**

17 [Mo. Rev. Stat. § 407.010, *et seq.*]

18 (By Plaintiff JAMIE BROWN and the Missouri Class)

19 436. Plaintiffs reallege and incorporate by reference, as though fully set
20 forth herein, the preceding paragraphs of this Complaint.

21 437. Plaintiff JAMIE BROWN brings this claim individually and on
22 behalf of the members of the Missouri Class against Toyota under Missouri law.

23 438. This cause of action is brought pursuant to the Missouri
24 Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.* (the "MMPA"),
25 because Toyota's actions and conduct described herein constitute unfair or
26 deceptive trade practices in connection with the sale or advertisement of
27 merchandise in trade or commerce.

28

1 439. Toyota committed the acts complained of herein in the course of
2 “trade” or “commerce” within the meaning of Mo. Rev. Stat. § 407.010.

3 440. The Class Vehicles constitute “merchandise” within the meaning of
4 Mo. Rev. Stat. §407.010.

5 441. The MMPA broadly prohibits “[t]he act, use or employment by any
6 person of any deception, fraud, false pretense, false promise, misrepresentation,
7 unfair practice or the concealment, suppression, or omission of any material fact
8 in connection with the sale or advertisement of any merchandise in trade or
9 commerce.” Mo. Rev. Stat. § 407.020.1. Toyota engaged in unfair and
10 deceptive acts and practices and violated the MMPA by failing to disclose and
11 actively concealing the Echo Defect in the Class Vehicles.

12 442. The Missouri Attorney General has promulgated regulations
13 defining the meaning of terms in the MMPA. Accordingly, deception as used in
14 the MMPA “is any method, act, use, practice, advertisement or solicitation that
15 has the tendency or capacity to mislead, deceive or cheat, or that tends to create
16 a false impression.” 15 C.S.R. § 60-9.020(1). Additionally, omission of a
17 material fact as used in the MMPA is “any failure by a person to disclose
18 material facts known to him/her, or upon reasonable inquiry would be known to
19 him/her.” 15 C.S.R. § 60-9.110. And a material fact is “any fact which a
20 reasonable consumer would likely consider to be important in making a
21 purchasing decision, or which would be likely to induce a person to manifest
22 his/her assent, or which the seller knows would be likely to induce a particular
23 consumer to manifest his/her assent, or which would be likely to induce a
24 reasonable consumer to act, respond or change his/her behavior in any
25 substantial manner.” 15 C.S.R. § 60-9.010.

26 443. The regulations further provide that reliance, actual deception,
27 knowledge of deception and intent are not elements of deception under the
28 MMPA: “Reliance, actual deception, knowledge of deception, intent to mislead

1 or deceive, or any other culpable mental state such as recklessness or negligence,
2 are not elements of deception as used in section 407.020.1, RSMo.” 15 C.S.R. §
3 60-9.020.

4 444. In the course of its business, Toyota willfully failed to disclose and
5 actively concealed the Echo Defect in the Class Vehicles, as described herein,
6 and otherwise engaged in activities with a tendency or capacity to deceive.
7 Toyota also engaged in unlawful trade practices by employing deception,
8 deceptive acts or practices, fraud, misrepresentations, or concealment,
9 suppression or omission of any material fact with intent that others rely upon
10 such concealment, suppression or omission, in connection with the sale of the
11 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
12 acts or practices in the conduct of trade or commerce in violation of the MMPA.

13 445. As alleged herein, Toyota knew of the Echo Defect, while the
14 Missouri Class was deceived by Toyota’s omission into believing the Bluetooth
15 hands-free system operated as was advertised, and this information could not
16 have reasonably been known by the consumer.

17 446. Toyota knew or should have known that its conduct violated the
18 MMPA.

19 447. As alleged above, Toyota made representations to the Missouri
20 Class and the public regarding the Bluetooth hands-free system in the Class
21 Vehicles which were either false or misleading.

22 448. Toyota’s unfair or deceptive acts or practices were likely to deceive
23 reasonable consumers, including the Missouri Class, about the performance of
24 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
25 knowingly misrepresented material facts regarding the Class Vehicles with an
26 intent to mislead the Missouri Class.

27 449. Having a Bluetooth hands-free system which operated without the
28 Echo Defect was material to the Missouri Class. Had members of the Missouri

1 Class known that their vehicles had the Echo Defect, they would have paid less
2 for them than they did.

3 450. All members of the Missouri Class suffered ascertainable loss
4 caused by Toyota's failure to disclose material information. The Missouri Class
5 overpaid for their vehicles and did not receive the benefit of their bargain. As
6 the result of the concealment and failure to remedy the Echo Defect, the value
7 of their vehicles has diminished.

8 451. As a direct and proximate result of Toyota's violations of the
9 MMPA, the Missouri Class has suffered injury-in-fact and/or actual damage.

10 452. Based on the allegations herein, Plaintiff JAMIE BROWN and the
11 Missouri Class will be unable to rely on the Class Vehicles' advertising or
12 labeling in the future, and so will not purchase the product although they would
13 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
14 Defect and its current, inadequately described volume-adjustment workaround
15 presents a continuing and ongoing safety risk to Plaintiff JAMIE BROWN and
16 the Missouri Class. Further, as described above, Plaintiff JAMIE BROWN and
17 the Missouri Class face the risk of future harm from decreased resale/trade-in
18 values based on Toyota's inadequately described volume-adjustment
19 workaround. Accordingly, Plaintiff JAMIE BROWN and the Missouri Class
20 members risk irreparable injury as a result of Toyota's acts and omissions set
21 forth above, and these violations present a continuing risk of harm to the
22 Missouri Class as well as to the general public. Toyota's unlawful acts and
23 practices complained of herein affect the public interest.

24 453. Thus, Plaintiff JAMIE BROWN and the Missouri Class lack an
25 adequate remedy at law and, as a result, are entitled to equitable relief.

26 454. Plaintiff JAMIE BROWN therefore seeks the relief for herself and
27 the Missouri Class described in the Prayer for Relief.

28 **NINTH CAUSE OF ACTION**

1 **VIOLATIONS OF THE FAIR BUSINESS PRACTICES ACT**

2 **[Georgia Code Ann. §10-1-390, *et seq.*]**

3 **(By Plaintiff JUAN GIRALDO and the Georgia Class)**

4 455. Plaintiffs reallege and incorporate by reference, as though fully set
5 forth herein, the preceding paragraphs of this Complaint.

6 456. Plaintiff JUAN GIRALDO brings this claim individually and on
7 behalf of the members of the Georgia Class against Toyota under Georgia law.

8 457. This cause of action is brought pursuant to the Georgia Fair
9 Business Practices Act, Georgia Code Ann. §10-1-390, *et seq.* (the “FBPA”),
10 because Toyota’s actions and conduct described herein constitute unfair or
11 deceptive trade practices in the sale of a consumer good.

12 458. The FBPA declares “[u]nfair or deceptive acts or practices in the
13 conduct of consumer transactions and consumer acts or practices in trade or
14 commerce” to be unlawful, Georgia Code Ann. §10-1-393(a), including but not
15 limited to “(5) representing that goods or services have sponsorship, approval,
16 characteristics, ingredients, uses, benefits, or quantities that they do not
17 have,“(7) [r]epresenting that goods or services are of a particular standard,
18 quality, or grade... if they are of another,” and “(9) [a]dvertising goods or
19 services with intent not to sell them as advertised,” Georgia Code Ann. §10-1-
20 393.

21 459. Toyota engaged in unlawful trade practices, including representing
22 that the Class Vehicles have characteristics, uses, benefits, and qualities which
23 they do not have; representing that the Class Vehicles are of a particular standard
24 and quality when they are not; advertising the Class Vehicles with the intent not
25 to sell them as advertised; and engaging in any other fraudulent or deceptive
26 conduct which creates a likelihood of confusion or of misunderstanding, all in
27 violation of the FBPA.

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1 460. In the course of its business, Toyota willfully failed to disclose and
2 actively concealed the Echo Defect in the Class Vehicles, as described herein,
3 and otherwise engaged in activities with a tendency or capacity to deceive.
4 Toyota also engaged in unlawful trade practices by employing deception,
5 deceptive acts or practices, fraud, misrepresentations, or concealment,
6 suppression or omission of any material fact with intent that others rely upon
7 such concealment, suppression or omission, in connection with the sale of the
8 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
9 acts or practices in the conduct of trade or commerce in violation of the FBPA.

10 461. As alleged herein, Toyota knew of the Echo Defect, while the
11 Georgia Class was deceived by Toyota's omission into believing the Bluetooth
12 hands-free system operated as was advertised, and this information could not
13 have reasonably been known by the consumer.

14 462. Toyota knew or should have known that its conduct violated the
15 FBPA.

16 463. As alleged above, Toyota made representations to the Georgia Class
17 and the public regarding the Bluetooth hands-free system in the Class Vehicles
18 which were either false or misleading.

19 464. Toyota's unfair or deceptive acts or practices were likely to deceive
20 reasonable consumers, including the Georgia Class, about the performance of
21 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
22 knowingly misrepresented material facts regarding the Class Vehicles with an
23 intent to mislead the Georgia Class.

24 465. Having a Bluetooth hands-free system which operated without the
25 Echo Defect was material to the Georgia Class. Had members of the Georgia
26 Class known that their vehicles had the Echo Defect, they would have paid less
27 for them than they did.

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1 466. All members of the Georgia Class suffered ascertainable loss caused
2 by Toyota's failure to disclose material information. The Georgia Class
3 overpaid for their vehicles and did not receive the benefit of their bargain. As
4 the result of the concealment and failure to remedy the Echo Defect, the value
5 of their vehicles has diminished.

6 467. As a direct and proximate result of Toyota's violations of the FBPA,
7 the Georgia Class has suffered injury-in-fact and/or actual damage.

8 468. Based on the allegations herein, Plaintiff JUAN GIRALDO and the
9 Georgia Class will be unable to rely on the Class Vehicles' advertising or
10 labeling in the future, and so will not purchase the product although they would
11 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
12 Defect and its current, inadequately described volume-adjustment workaround
13 presents a continuing and ongoing safety risk to Plaintiff JUAN GIRALDO and
14 the Georgia Class. Further, as described above, Plaintiff JUAN GIRALDO and
15 the Georgia Class face the risk of future harm from decreased resale/trade-in
16 values based on Toyota's inadequately described volume-adjustment
17 workaround. Accordingly, Plaintiff JUAN GIRALDO and the Georgia Class
18 members risk irreparable injury as a result of Toyota's acts and omissions set
19 forth above, and these violations present a continuing risk of harm to the Georgia
20 Class as well as to the general public. Toyota's unlawful acts and practices
21 complained of herein affect the public interest.

22 469. Thus, Plaintiff JUAN GIRALDO and the Georgia Class lack an
23 adequate remedy at law and, as a result, are entitled to equitable relief.

24 470. Plaintiff JUAN GIRALDO therefore seeks the relief for himself and
25 the Georgia Class described in the Prayer for Relief.

26 471. Plaintiffs have complied with the notice requirement set forth in
27 Georgia Code Ann. §10-1-399(b) by virtue of the notice in the form of a demand
28 letter sent on December 3, 2021.

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TENTH CAUSE OF ACTION
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

[Ohio Rev. Code Ann. §1345.01, *et seq.*]

(By Plaintiff MATTHEW SHAFFER and the Ohio Class)

472. Plaintiffs reallege and incorporate by reference, as though fully set forth herein, the preceding paragraphs of this Complaint.

473. Plaintiff MATTHEW SHAFFER brings this claim individually and on behalf of the members of the Ohio Class against Toyota under Ohio law.

474. This cause of action is brought pursuant to the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §1345.01, *et seq.* (the “CSPA”), because Toyota’s actions and conduct described herein constitute unfair or deceptive trade practices in the sale of a consumer good.

475. Toyota was at all relevant times a “supplier” as that term is defined in Ohio Rev. Code Ann. §1345.01(D).

476. Plaintiff MATTHEW SHAFFER and the Ohio Class are “consumer[s]” as that term is defined in Ohio Rev. Code Ann. §1345.01(D), and their purchases and leases of the Class Vehicles are “consumer transaction[s]” within the meaning of Ohio Rev. Code Ann. §1345.01(A).

477. The CSPA, Ohio Rev. Code Ann. §1345.02, broadly prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Specifically, and without limitation of the broad prohibition, the CSPA prohibits suppliers from representing (i) that goods have characteristics or uses or benefits which they do not have; (ii) that their goods are of a particular quality or grade they are not; and (iii) the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not. *Id.* The conduct of Toyota as alleged above and below constitutes unfair and/or deceptive consumer sales practices in violation of Ohio Rev. Code Ann. §1345.02.

1 478. By failing to disclose and actively concealing the Echo Defect in
2 Class Vehicles, Toyota engaged in deceptive business practices prohibited by
3 the CSPA, including: representing that the Class Vehicles have characteristics,
4 uses, benefits, and qualities which they do not have; representing that the Class
5 Vehicles are of a particular standard, quality, and grade when they are not;
6 representing that the subject of a transaction involving Class Vehicles has been
7 supplied in accordance with a previous representation when it has not; and
8 engaging in other unfair or deceptive acts or practices.

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

11 480. In the course of its business, Toyota willfully failed to disclose and
12 actively concealed the Echo Defect in the Class Vehicles, as described herein,
13 and otherwise engaged in activities with a tendency or capacity to deceive.
14 Toyota also engaged in unlawful trade practices by employing deception,
15 deceptive acts or practices, fraud, misrepresentations, or concealment,
16 suppression or omission of any material fact with intent that others rely upon
17 such concealment, suppression or omission, in connection with the sale of the
18 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
19 acts or practices in the conduct of trade or commerce in violation of the CSPA.

20 481. As alleged herein, Toyota knew of the Echo Defect, while the Ohio
21 Class was deceived by Toyota's omission into believing the Bluetooth hands-
22 free system operated as was advertised, and this information could not have
23 reasonably been known by the consumer.

24 482. Toyota knew or should have known that its conduct violated the
25 CSPA.

26 483. As alleged above, Toyota made representations to the Ohio Class
27 and the public regarding the Bluetooth hands-free system in the Class Vehicles
28 which were either false or misleading.

1 484. Toyota unfair or deceptive acts or practices were likely to deceive
2 reasonable consumers, including the Ohio Class, about the performance of the
3 Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
4 knowingly misrepresented material facts regarding the Class Vehicles with an
5 intent to mislead the Ohio Class.

6 485. Having a Bluetooth hands-free system which operated without the
7 Echo Defect was material to the Ohio Class. Had members of the Ohio Class
8 known that their vehicles had the Echo Defect, they would have paid less for
9 them than they did.

10 486. All members of the Ohio Class suffered ascertainable loss caused
11 by Toyota's failure to disclose material information. The Ohio Class overpaid
12 for their vehicles and did not receive the benefit of their bargain. As the result
13 of the concealment and failure to remedy the Echo Defect, the value of their
14 vehicles has diminished.

15 487. As a direct and proximate result of Toyota's violations of the CSPA,
16 the Ohio Class has suffered injury-in-fact and/or actual damage.

17 488. Plaintiff MATTHEW SHAFFER and the Ohio Class specifically do
18 not allege herein a claim for violation of Ohio Rev. Code Ann. § 1345.72.

19 489. Based on the allegations herein, Plaintiff MATTHEW SHAFFER
20 and the Ohio Class will be unable to rely on the Class Vehicles' advertising or
21 labeling in the future, and so will not purchase the product although they would
22 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
23 Defect and its current, inadequately described volume-adjustment workaround
24 presents a continuing and ongoing safety risk to Plaintiff MATTHEW
25 SHAFFER and the Ohio Class. Further, as described above, Plaintiff
26 MATTHEW SHAFFER and the Ohio Class face the risk of future harm from
27 decreased resale/trade-in values based on Toyota's inadequately described
28 volume-adjustment workaround. Accordingly, Plaintiff MATTHEW SHAFFER

1 and the Ohio Class members risk irreparable injury as a result of Toyota’s acts
2 and omissions set forth above, and these violations present a continuing risk of
3 harm to the Ohio Class as well as to the general public. Toyota’s unlawful acts
4 and practices complained of herein affect the public interest.

5 490. Thus, Plaintiff MATTHEW SHAFFER and the Ohio Class lack an
6 adequate remedy at law and, as a result, are entitled to equitable relief.

7 491. Plaintiff MATTHEW SHAFFER therefore seeks the relief for
8 himself and the Ohio Class described in the Prayer for Relief.

9 **ELEVENTH CAUSE OF ACTION**
10 **VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES**

11 **ACT**

12 **[Oregon Rev. Stat. §646.605, *et seq.*]**

13 **(By Plaintiff WAYNE SLATES and the Oregon Class)**

14 492. Plaintiffs reallege and incorporate by reference, as though fully set
15 forth herein, the preceding paragraphs of this Complaint.

16 493. Plaintiff WAYNE SLATES brings this claim individually and on
17 behalf of the members of the Oregon Class against Toyota under Oregon law.

18 494. This cause of action is brought pursuant to the Oregon Unlawful
19 Trade Practices Act, Oregon Rev. Stat. §646.605, *et seq.* (the “OUTPA”),
20 because Toyota’s actions and conduct described herein constitute unfair or
21 deceptive trade practices in the sale of a consumer good.

22 495. Toyota was at all relevant times a person within the meaning of
23 Oregon Rev. Stat. §646.605(4).

24 496. The Class Vehicles at issue are “goods” obtained primarily for
25 personal family or household purposes within the meaning of Oregon Rev. Stat.
26 §646.605(6).

27 497. The OUTPA prohibits a person from, in the course of the person’s
28 business, doing any of the following: “(e) Represent[ing] that... goods... have...

1 characteristics... uses, benefits,... or qualities that [they] do not have; (g)
2 Represent[ing] that... goods... are of a particular standard [or] quality... if they
3 are of another; (i) Advertis[ing]... goods or services with intent not to provide
4 [them] as advertised;” and “(u) engag[ing] in any other unfair or deceptive
5 conduct in trade or commerce.” Oregon Rev. Stat. §646.608(1).

6 498. By failing to disclose and actively concealing the Echo Defect in
7 Class Vehicles, Toyota engaged in deceptive business practices prohibited by
8 the OUTPA, including: representing that the Class Vehicles have characteristics,
9 uses, benefits, and qualities which they do not have; representing that the Class
10 Vehicles are of a particular standard, quality, and grade when they are not;
11 representing that the subject of a transaction involving Class Vehicles has been
12 supplied in accordance with a previous representation when it has not; and
13 engaging in other unfair or deceptive acts or practices.

14 499. Toyota’s actions as set forth above occurred in the conduct of trade
15 or commerce.

16 500. In the course of its business, Toyota willfully failed to disclose and
17 actively concealed the Echo Defect in the Class Vehicles, as described herein,
18 and otherwise engaged in activities with a tendency or capacity to deceive.
19 Toyota also engaged in unlawful trade practices by employing deception,
20 deceptive acts or practices, fraud, misrepresentations, or concealment,
21 suppression or omission of any material fact with intent that others rely upon
22 such concealment, suppression or omission, in connection with the sale of the
23 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
24 acts or practices in the conduct of trade or commerce in violation of the OUTPA.

25 501. As alleged herein, Toyota knew of the Echo Defect, while the
26 Oregon Class was deceived by Toyota’s omission into believing the Bluetooth
27 hands-free system operated as was advertised, and this information could not
28 have reasonably been known by the consumer.

1 502. Toyota knew or should have known that their conduct violated the
2 OUTPA.

3 503. As alleged above, Toyota made representations to the Oregon Class
4 and the public regarding the Bluetooth hands-free system in the Class Vehicles
5 which were either false or misleading.

6 504. Toyota's unfair or deceptive acts or practices were likely to deceive
7 reasonable consumers, including the Oregon Class, about the performance of the
8 Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
9 knowingly misrepresented material facts regarding the Class Vehicles with an
10 intent to mislead the Oregon Class.

11 505. Having a Bluetooth hands-free system which operated without the
12 Echo Defect was material to the Oregon Class. Had members of the Oregon
13 Class known that their vehicles had the Echo Defect, they would have paid less
14 for them than they did.

15 506. All members of the Oregon Class suffered ascertainable loss caused
16 by Toyota's failure to disclose material information. The Oregon Class overpaid
17 for their vehicles and did not receive the benefit of their bargain. As the result
18 of the concealment and failure to remedy the Echo Defect, the value of their
19 vehicles has diminished.

20 507. As a direct and proximate result of Toyota's violations of the
21 OUTPA, the Oregon Class has suffered injury-in-fact and/or actual damage.

22 508. Based on the allegations herein, Plaintiff WAYNE SLATES and the
23 Oregon Class will be unable to rely on the Class Vehicles' advertising or
24 labeling in the future, and so will not purchase the product although they would
25 like to. Moreover, as described above, Toyota's failure to acknowledge the Echo
26 Defect and its current, inadequately described volume-adjustment workaround
27 presents a continuing and ongoing safety risk to Plaintiff WAYNE SLATES and
28 the Oregon Class. Further, as described above, Plaintiff WAYNE SLATES and

1 the Oregon Class face the risk of future harm from decreased resale/trade-in
2 values based on Toyota's inadequately described volume-adjustment
3 workaround. Accordingly, Plaintiff WAYNE SLATES and the Oregon Class
4 members risk irreparable injury as a result of Toyota's acts and omissions set
5 forth above, and these violations present a continuing risk of harm to the Oregon
6 Class as well as to the general public. Toyota's unlawful acts and practices
7 complained of herein affect the public interest.

8 509. Thus, Plaintiff WAYNE SLATES and the Oregon Class lack an
9 adequate remedy at law and, as a result, are entitled to equitable relief.

10 510. Plaintiff WAYNE SLATES therefore seeks the relief for himself
11 and the Oregon Class described in the Prayer for Relief.

12 511. Pursuant to Oregon Rev. Stat. §646.638(2), Plaintiffs have mailed a
13 copy of the complaint to Oregon's attorney general.

14 **TWELFTH CAUSE OF ACTION**

15 **VIOLATIONS OF THE MINNESOTA PREVENTION OF CONSUMER**
16 **FRAUD ACT**

17 **[Minnesota Stat. §325f.68, *et seq.*]**

18 **(By Plaintiff MITCHELL TROCKMAN and the Minnesota Class)**

19 512. Plaintiffs reallege and incorporate by reference, as though fully set
20 forth herein, the preceding paragraphs of this Complaint.

21 513. Plaintiff MITCHELL TROCKMAN brings this claim individually
22 and on behalf of the members of the Minnesota Class against Toyota under
23 Minnesota law.

24 514. This cause of action is brought pursuant to the Minnesota
25 Prevention of Consumer Fraud Act, Minnesota Stat. §325f.68, *et seq.* (the
26 "MPCFA"), because Toyota's actions and conduct described herein constitute
27 unfair or deceptive trade practices in the sale of a consumer good.
28

1 515. The Class Vehicles constitute “merchandise” within the meaning of
2 Minnesota Stat. §325F.68(2).

3 516. The MPCFA prohibits “[t]he act, use, or employment by any person
4 of any fraud, false pretense, false promise, misrepresentation, misleading
5 statement or deceptive practice, with the intent that others rely thereon in
6 connection with the sale of any merchandise, whether or not any person has in
7 fact been misled, deceived, or damaged thereby...” Minnesota Stat.
8 §325f.69(1). Toyota participated in misleading, false, or deceptive acts that
9 violated the MPCFA. By failing to disclose and actively concealing the Echo
10 Defect in the Class Vehicles, Toyota engaged in deceptive business practices
11 prohibited by the MPCFA.

12 517. Toyota’s actions as set forth above occurred in the conduct of trade
13 or commerce.

14 518. In the course of its business, Toyota willfully failed to disclose and
15 actively concealed the Echo Defect in the Class Vehicles, as described herein,
16 and otherwise engaged in activities with a tendency or capacity to deceive.
17 Toyota also engaged in unlawful trade practices by employing deception,
18 deceptive acts or practices, fraud, misrepresentations, or concealment,
19 suppression or omission of any material fact with intent that others rely upon
20 such concealment, suppression or omission, in connection with the sale of the
21 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
22 acts or practices in the conduct of trade or commerce in violation of the MPCFA.

23 519. As alleged herein, Toyota knew of the Echo Defect, while the
24 Minnesota Class was deceived by Toyota’s omission into believing the
25 Bluetooth hands-free system operated as was advertised, and this information
26 could not have reasonably been known by the consumer.

27 520. Toyota knew or should have known that their conduct violated the
28 MPCFA.

1 521. As alleged above, Toyota made representations to the Minnesota
2 Class and the public regarding the Bluetooth hands-free system in the Class
3 Vehicles which were either false or misleading.

4 522. Toyota's unfair or deceptive acts or practices were likely to deceive
5 reasonable consumers, including the Minnesota Class, about the performance of
6 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
7 knowingly misrepresented material facts regarding the Class Vehicles with an
8 intent to mislead the Minnesota Class.

9 523. Having a Bluetooth hands-free system which operated without the
10 Echo Defect was material to the Minnesota Class. Had members of the
11 Minnesota Class known that their vehicles had the Echo Defect, they would have
12 paid less for them than they did.

13 524. All members of the Minnesota Class suffered ascertainable loss
14 caused by Toyota's failure to disclose material information. The Minnesota
15 Class overpaid for their vehicles and did not receive the benefit of their bargain.
16 As the result of the concealment and failure to remedy the Echo Defect, the value
17 of their vehicles has diminished.

18 525. As a direct and proximate result of Toyota's violations of the
19 MPCFA, the Minnesota Class has suffered injury-in-fact and/or actual damage.

20 526. Based on the allegations herein, Plaintiff MITCHELL
21 TROCKMAN and the Minnesota Class will be unable to rely on the Class
22 Vehicles' advertising or labeling in the future, and so will not purchase the
23 product although they would like to. Moreover, as described above, Toyota's
24 failure to acknowledge the Echo Defect and its current, inadequately described
25 volume-adjustment workaround presents a continuing and ongoing safety risk
26 to Plaintiff MITCHELL TROCKMAN and the Minnesota Class. Further, as
27 described above, Plaintiff MITCHELL TROCKMAN and the Minnesota Class
28 face the risk of future harm from decreased resale/trade-in values based on

1 Toyota’s inadequately described volume-adjustment workaround. Accordingly,
2 Plaintiff MITCHELL TROCKMAN and the Minnesota Class members risk
3 irreparable injury as a result of Toyota’s acts and omissions set forth above, and
4 these violations present a continuing risk of harm to the Minnesota Class as well
5 as to the general public. Toyota’s unlawful acts and practices complained of
6 herein affect the public interest.

7 527. Thus, Plaintiff MITCHELL TROCKMAN and the Minnesota Class
8 lack an adequate remedy at law and, as a result, are entitled to equitable relief.

9 528. Plaintiff MITCHELL TROCKMAN therefore seeks the relief for
10 himself and the Minnesota Class described in the Prayer for Relief.

11 **THIRTEENTH CAUSE OF ACTION**
12 **VIOLATIONS OF THE UNIFORM DECEPTIVE**
13 **TRADE PRACTICES ACT**

14 **[Minnesota Stat. §325d.43-48, *et seq.*]**

15 **(By Plaintiff MITCHELL TROCKMAN and the Minnesota Class)**

16 529. Plaintiffs reallege and incorporate by reference, as though fully set
17 forth herein, the preceding paragraphs of this Complaint.

18 530. Plaintiff MITCHELL TROCKMAN brings this claim individually
19 and on behalf of the members of the Minnesota Class against Toyota under
20 Minnesota law.

21 531. This cause of action is brought pursuant to the Minnesota Uniform
22 Deceptive Trade Practices Act, Minnesota Stat. §325d.43-48, *et seq.* (the
23 “MUDTPA”), because Toyota’s actions and conduct described herein constitute
24 unfair or deceptive trade practices in the sale of a consumer good.

25 532. The MUDTPA prohibits deceptive trade practices, which occur
26 when a person “(5) represents that goods or services have sponsorship, approval,
27 characteristics, ingredients, uses, benefits, or quantities that they do not have or
28 that a person has a sponsorship, approval, status, affiliation, or connection that

1 the person does not have;” “(7) represents that goods or services are of a
2 particular standard, quality, or grade, or that goods are of a particular style or
3 model, if they are of another;” and “(9) advertises goods or services with intent
4 not to sell them as advertised.” Minnesota Stat. §325d.44. Toyota engaged in
5 unlawful trade practices, including representing that the Class Vehicles have
6 characteristics, uses, benefits, and qualities which they do not have; representing
7 that the Class Vehicles are of a particular standard and quality when they are
8 not; advertising the Class Vehicles with the intent not to sell them as advertised;
9 and engaging in any other fraudulent or deceptive conduct which creates a
10 likelihood of confusion or of misunderstanding, all in violation of the MUDTPA.

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

13 534. In the course of its business, Toyota willfully failed to disclose and
14 actively concealed the Echo Defect in the Class Vehicles, as described herein,
15 and otherwise engaged in activities with a tendency or capacity to deceive.
16 Toyota also engaged in unlawful trade practices by employing deception,
17 deceptive acts or practices, fraud, misrepresentations, or concealment,
18 suppression or omission of any material fact with intent that others rely upon
19 such concealment, suppression or omission, in connection with the sale of the
20 Class Vehicles. Toyota is directly liable for engaging in unfair and deceptive
21 acts or practices in the conduct of trade or commerce in violation of the
22 MUDTPA.

23 535. As alleged herein, Toyota knew of the Echo Defect, while the
24 Minnesota Class was deceived by Toyota's omission into believing the
25 Bluetooth hands-free system operated as was advertised, and this information
26 could not have reasonably been known by the consumer.

27 536. Toyota knew or should have known that its conduct violated the
28 MUDTPA.

1 537. As alleged above, Toyota made representations to the Minnesota
2 Class and the public regarding the Bluetooth hands-free system in the Class
3 Vehicles which were either false or misleading.

4 538. Toyota's unfair or deceptive acts or practices were likely to deceive
5 reasonable consumers, including the Minnesota Class, about the performance of
6 the Bluetooth hands-free system in the Class Vehicles. Toyota intentionally and
7 knowingly misrepresented material facts regarding the Class Vehicles with an
8 intent to mislead the Minnesota Class.

9 539. Having a Bluetooth hands-free system which operated without the
10 Echo Defect was material to the Minnesota Class. Had members of the
11 Minnesota Class known that their vehicles had the Echo Defect, they would have
12 paid less for them than they did.

13 540. All members of the Minnesota Class suffered ascertainable loss
14 caused by Toyota's failure to disclose material information. The Minnesota
15 Class overpaid for their vehicles and did not receive the benefit of their bargain.
16 As the result of the concealment and failure to remedy the Echo Defect, the value
17 of their vehicles has diminished.

18 541. As a direct and proximate result of the Toyota's violations of the
19 MUDTPA, the Minnesota Class has suffered injury-in-fact and/or actual
20 damage.

21 542. Based on the allegations herein, Plaintiff MITCHELL
22 TROCKMAN and the Minnesota Class will be unable to rely on the Class
23 Vehicles' advertising or labeling in the future, and so will not purchase the
24 product although they would like to. Moreover, as described above, Toyota's
25 failure to acknowledge the Echo Defect and its current, inadequately described
26 volume-adjustment workaround presents a continuing and ongoing safety risk
27 to Plaintiff MITCHELL TROCKMAN and the Minnesota Class. Further, as
28 described above, Plaintiff MITCHELL TROCKMAN and the Minnesota Class

1 face the risk of future harm from decreased resale/trade-in values based on
2 Toyota's inadequately described volume-adjustment workaround. Accordingly,
3 Plaintiff MITCHELL TROCKMAN and the Minnesota Class members risk
4 irreparable injury as a result of Toyota's acts and omissions set forth above, and
5 these violations present a continuing risk of harm to the Minnesota Class as well
6 as to the general public. Toyota's unlawful acts and practices complained of
7 herein affect the public interest.

8 543. Thus, Plaintiff MITCHELL TROCKMAN and the Minnesota Class
9 lack an adequate remedy at law and, as a result, are entitled to equitable relief.

10 544. Plaintiff MITCHELL TROCKMAN therefore seeks the relief for
11 himself and the Minnesota Class described in the Prayer for Relief.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of all others
14 similarly situated, respectfully request that the Court enter judgment against
15 Toyota, as follows:

16 1. An order certifying appropriate classes and/or subclasses,
17 designating Plaintiffs as the class representatives and their counsel as class
18 counsel;

19 2. An order enjoining Toyota from continuing to engage in the
20 unlawful, unfair, and/or deceptive practices complained of herein and directing
21 Toyota to, *inter alia*, notify Class Members of the Echo Defect along with
22 adequate directions to resolve the Echo Defect;

23 3. An award of costs and attorneys' fees, as allowed by law; and

24 4. Such other or further relief as may be appropriate.

25
26 Dated: January 6, 2025

ARIAS, SANGUINETTI, WANG
& TEAM, LLP

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28 By: /s/ M. Anthony Jenkins

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Mike Arias
M. Anthony Jenkins

GOLDENBERG HELLER &
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Thomas P. Rosenfeld
Kevin P. Green
Richard S. Cornfeld
Daniel S. Levy

Counsel for Plaintiffs

