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12 *\*Application for admission pro hac vice to be submitted*

13 Counsel for Plaintiff and Putative Class

14 [Additional Counsel On Signature Page]

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**IN THE UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

<p>LESLIE COCHRANE, individually          and on behalf of all others similarly          situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>TOYOTA MOTOR CORPORATION          and TOYOTA MOTOR SALES,          U.S.A., INC.,</p> <p style="text-align: center;">Defendants.</p>
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Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Leslie Cochrane (“Plaintiff”), individually and on behalf of all  
2 others similarly situated, brings this class action against Defendants Toyota Motor  
3 Corporation and Toyota Motor Sales, U.S.A., Inc. (collectively “Defendant” or  
4 “Toyota”), and in support thereof avers the following based upon personal  
5 information and the investigation of his counsel:  
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### 7 **INTRODUCTION**

8 1. This is a class action brought by Plaintiff on behalf of himself and a  
9 class of current owners and lessees of certain Toyota vehicles with soy-based  
10 wiring and wiring insulation (the “Class Vehicles”<sup>1</sup>), and/or former owners or  
11 lessees of Class Vehicles who can be identified as having incurred out-of-pocket  
12 expenses relating to the soy-wiring defect described herein. Plaintiff seeks redress  
13 on behalf of himself and the class defined herein for damage resulting from the  
14 inclusion of soy-based materials in Class Vehicles. Specifically, soy-based wiring  
15 insulation included in the Class Vehicles attracts rodents or other animals which  
16 chew through the wiring leaving the vehicles partially or completely inoperable.

17 2. As discussed in more detail below, the Class Vehicles suffer from  
18 defective wiring systems that are defective in design, materials, and/or  
19 workmanship in that the electrical wiring is coated or made with soy-based  
20 insulation or other products that attract rodents and other pests which eat and  
21 destroy the insulation (the “Defect”). The soy-based insulation is purportedly more  
22 environmentally-friendly and less expensive than traditional electrical insulation.  
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24 <sup>1</sup> As used herein, the term “Class Vehicles” refers to at least the following Toyota  
25 vehicles: 4Runner (2011-2016); Avalon (2013); Camry Hybrid (2012); Camry  
26 (2009-2016); FJ Cruiser (2014); Prius (2010, 2015); Prius C (2012, 2015); Prius V  
27 (2012, 2015); Rav4 (2008-2016); Sequoia (2015); Sienna (2012); Tacoma (2014,  
28 2015); Tundra (2009-2016); Highlander (2009, 2015); Corolla (2014, 2016); and  
Venza Ltd. (2010, 2013). Plaintiff reserves the right to amend or add to the vehicle  
models included in the Class Vehicles after conducting discovery.

1 However, unbeknownst to Plaintiff and Class Members, the insulation attracts a  
2 variety of rodents and other animals that gnaw through and eat the insulation and  
3 electrical wires. This causes damage to Class Vehicles' electrical and other  
4 operational systems, and as a result, Class Vehicles are rendered disabled or  
5 otherwise fail to function properly.

6 3. Despite the fact that Toyota is aware of the Defect, Toyota has  
7 routinely refused to repair the Class Vehicles under warranty and without a charge  
8 when resultant damage occurs. Current and former Class Vehicle owners and  
9 lessees should not be required to bear the costs of the Defect nor should they be  
10 required to bear the risk of later out-of-warranty problems for damaged soy-based  
11 insulated wiring.

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

15 5. Accordingly, Plaintiff brings this action to redress Toyota's  
16 violations of Oklahoma's consumer fraud statute. Plaintiff also seeks recovery for  
17 monetary and equitable relief for Toyota's failure to implement or honor the terms  
18 of its New Vehicle Limited Warranty and for Defendants' breach of express  
19 warranty, breach of the implied warranty of merchantability, unjust enrichment,  
20 fraud/fraudulent concealment, and breach of the duty of good faith and fair dealing.

21 **JURISDICTION AND VENUE**

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

3 7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391  
4 because Defendant transacts business in this district, is subject to personal  
5 jurisdiction in this district, and is therefore deemed to be a citizen of this district.  
6 Additionally, Defendant has advertised in this district and has received substantial  
7 revenue and profits from its sales and/or leasing of Class Vehicles in this district;  
8 therefore, a substantial part of the events and/or omissions giving rise to the claims  
9 occurred, in part, within this district.

10 8. This Court has personal jurisdiction over Defendant because it has  
11 conducted substantial business in this judicial district and intentionally and  
12 purposefully placed Class Vehicles into the stream of commerce within this  
13 district and throughout the United States.

14 **PARTIES**

15 **Plaintiff Leslie Cochrane**

16 9. Plaintiff Leslie Cochrane (“Plaintiff Cochrane”) is a citizen of the  
17 state of Oklahoma and currently resides in Cleveland, Oklahoma.

18 10. On July 23, 2016, Plaintiff Cochrane leased a brand new 2016  
19 Toyota Corolla from Fowler Toyota, which is an authorized Toyota dealer in  
20 Oklahoma.

21 11. Plaintiff Cochrane uses his Class Vehicle for personal, family,  
22 and/or household uses. His Class Vehicle bears the following VIN:  
23 5YFBURHE5GP546634.

24 12. On August 8, 2016, Plaintiff Cochrane had to make a business trip  
25 and left his Class Vehicle parked in a carport at his home. When he returned from  
26 his trip and started to drive his Class Vehicle, the check engine light illuminated,  
27 he could not make the car accelerate, and the car horn would not work. Plaintiff  
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1 Cochrane had his Class Vehicle towed to Fowler Toyota where the dealership  
2 discovered that rodents had eaten through electrical wiring in his Class Vehicle.  
3 As a result of the rodent damage, Plaintiff Cochrane's vehicle suffered \$623.97  
4 worth of damage (all of which cost was for labor, as no new parts were provided).  
5 Toyota informed him that the damage will not be covered under warranty because  
6 the damage was caused by "outside influences." When Plaintiff Cochrane  
7 attempted to inquire with the Toyota dealership about solutions for preventing  
8 rodent damage, the service manager never returned his calls.

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10 13. Plaintiff Cochrane has suffered an ascertainable loss as a result of  
11 Defendant's omissions and/or misrepresentations associated with the soy-based  
12 insulation Defect, including, but not limited to, out of pocket loss associated with  
13 the Defect and future repairs and diminished value of his Class Vehicle.

14 14. Neither Defendant nor any of its agents, dealers, or other  
15 representatives informed Plaintiff Cochrane of the existence and prevalence of the  
16 Defect and/or defective vehicle design prior to purchase.

17 **Toyota Defendants**

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

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

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

1 United States. TMS distributes Toyota vehicles and sells these vehicles through  
2 its network of dealers. Money received from the purchase of a Toyota vehicle  
3 from a dealership flows from the dealer to TMS.

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

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

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

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

16 22. TMS and TMC are collectively referred to in this Complaint as  
17 “Toyota” or “Defendant” unless identified separately.

18 23. Toyota engages in continuous and substantial business in California.

19 24. Plaintiff alleges that at all times mentioned herein, each Defendant  
20 was acting as an agent and/or employee of each of the other Defendants, and at all  
21 times mentioned was acting within the course and scope of said agency and/or  
22 employment with the full knowledge, permission, and consent of the other  
23 Defendant. In addition, each of the acts and/or omissions of each Defendant  
24 alleged herein were made known to, and ratified by, the other Defendant.  
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3 **FACTUAL ALLEGATIONS**

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

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

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

22 27. Historically, automobile wiring was coated or covered with a plastic  
23 or glass-based insulation that was made from petroleum. However, over the past  
24 decade or so, there has been a dramatic downshifting in automotive manufacturing  
25 which has spurred automobile manufacturers to explore new materials to decrease  
26 cost and make more parts recyclable. As a result, several automobile  
27 manufacturers, including Toyota, migrated from petroleum-based wire insulation  
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1 to soy-based insulation because it is considerably less expensive and purportedly  
2 more environmentally-friendly, as it is biodegradable.

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

9 29. Irrespective of Toyota’s business justifications, the transition to soy-  
10 based insulation has created a bed and breakfast for rodents under the hoods of  
11 Class Vehicles at the expense of Class Members. The inclusion of soy-based  
12 materials has resulted in the attraction of rodents (and other animals) that nest  
13 under the hoods of Class Vehicles and dine on the insulation and electrical wires,  
14 thereby compromising the integrity of the electrical systems and rendering  
15 vehicles fully or partially inoperable. The wires do not have to be entirely chewed  
16 through to jeopardize the functionality of the wiring system: rather, mere exposure  
17 of the wires can make the vehicle unfit for use.

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

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28 <sup>2</sup> <http://www.synlube.com/IncredibleEdibleCar1.htm> (last visited Sept. 7, 2016).



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

32. As the image above makes clear, soy-based insulated wiring is not suitable for its intended purpose – to protect the vehicles’ wire and circuitry in order to keep the vehicle operational and safe.

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

33. Toyota, through (1) its own records of customers’ complaints; (2) dealership repair records; (3) records from the National Highway Traffic Safety Administration (“NHTSA”); (4) warranty and post-warranty claims; (5) internal durability testing; and (6) other various sources, were well aware of the Defect but failed to notify consumers of the nature and extent of the problems with the Class Vehicles or provide any adequate remedy.

1           34. The defective nature of the soy-based insulated wiring has been  
2 widely publicized and known within the automotive industry generally and to  
3 Toyota specifically. Consumer media have tracked the propensity of soy-based  
4 wire insulation to attract rodents and the resulting damage.<sup>3</sup>

5           35. Honda – one of Toyota’s primary competitors – is reportedly  
6 “convinced” that there is a problem with its own soy-based insulation and  
7 reportedly made plans to introduce a spicy chemical to its wiring to stop rodents  
8 from eating it.<sup>4</sup> Unlike Honda, Toyota has taken no similar measures or actions.  
9 Instead Toyota has turned this Defect into another source of income for itself and  
10 its dealers by charging Class Vehicle owners for repairs to deal with the adverse  
11 consequences of its soy-based wiring insulation that Toyota should, itself, be  
12 covering under warranty. Upon information and belief, Toyota has not taken any  
13 steps or created any remedies to combat or prevent rodent damage, *e.g.* spicy  
14 chemicals, rodent repellent, repellent tape, etc.

15           36. Toyota has evaded its warranty obligations by failing to tell  
16 consumers that their vehicles are defective and by claiming that the susceptibility  
17 to rodent damage is environmental and not indicative of a defect requiring  
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20 <sup>3</sup> See, *e.g.*, Jenn Strathman, Mechanics Say Soy In Car Wiring Attracts Munching  
21 Mice, So Honda Created A Solution, WPTV, Nov. 6, 2013,  
22 [http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-](http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-munching-mice-so-toyota-created-a-solution)  
23 [munching-mice-so-toyota-created-a-solution](http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-munching-mice-so-toyota-created-a-solution) (a Toyota Tundra purchaser  
24 experienced engine trouble due to rodent eating his wires); Jason Stoogenke, Action  
25 9 Leads National Investigation Into Rodents Chewing On Vehicle Wires, WSOTV,  
26 updated June 3, 2016, [http://www.wsoc.com/web/wsoc/news/9-](http://www.wsoc.com/web/wsoc/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735)  
27 [investigates/rodents-chewing-on-vehicle-wiring/235719735](http://www.wsoc.com/web/wsoc/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735) (recounting the story of  
28 a purchaser of a brand new Toyota Camry who could not turn on her engine  
because rodents ate the soy wiring in her vehicle).

<sup>4</sup> Tim Esterdahl, Mice Eat Toyota Tundra Wires – True Story, Nov. 8, 2013,  
<http://www.tundraheadquarters.com/blog/mice-eat-wires/> (last visited July 28,  
2016).

1 warranty repairs or replacements – even though Toyota knows that the defect is  
2 present in every Class Vehicle.

3 37. However, as the consumer complaints below demonstrate,  
4 environmental conditions are not the root cause of the Defect – rather, the  
5 environmentally-friendly and less expensive soy-based coating is the problem.  
6 While Class Vehicles are essentially being attacked by rodents and other animals,  
7 older vehicles with non-soy-based insulated wires that are exposed to similar  
8 environmental conditions do not experience rodent-caused damage.

9 38. In many instances, consumers have incurred and will continue to  
10 incur expenses for the diagnosis of the Defect, despite such Defect having been  
11 contained in the Class Vehicles when Defendants manufactured them, repair  
12 and/or replacement of the electrical wiring with the same soy-based insulated  
13 wiring, and the repeated cost of ineffective preventative environmental measures,  
14 such as traps, poisons, pepper spray, or sheltering vehicles.

15 39. Toyota has known (or it should have known) that soy-based wiring  
16 insulation attracts rodents that damage consumers' vehicles. In fact, employees at  
17 Toyota dealerships routinely inform consumers that rodent damage is very  
18 common, and it does not fall under any warranty. Yet, notwithstanding its  
19 knowledge of this Defect, Toyota has routinely refused to repair the Class  
20 Vehicles without charge when the Defect manifests. Instead, Toyota advises its  
21 consumers to file an insurance claim – thereby displacing the cost for its known  
22 Defect.

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24 **C. Toyota's New Vehicle Limited Warranty**

25 40. Despite Toyota's knowledge of the defect, it refuses to honor its  
26 New Vehicle Limited Warranty ("Warranty") that provides: "This warranty covers  
27 repairs and adjustments needed to correct defects in materials or workmanship of  
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1 any part supplied by Toyota, subject to the exceptions indicated under ‘What Is  
2 Not Covered’ . . . .” 2016 Toyota Corolla Warranty and Maintenance Guide  
3 (Warranty), at 13, attached hereto as **Exhibit “A.”** Thus, the Warranty covers *any*  
4 defect unless the defect is listed as an exception.

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6 41. The Warranty exceptions are not applicable to the defective soy-  
7 based insulated wiring. The exceptions to the Warranty include: tires, normal wear  
8 and tear, maintenance expense, vehicles with altered odometers, salvage or total-  
9 loss vehicles, and incidental damages. Exhibit A, at 14. Although the Warranty  
10 does not cover damage from “[a]irborne chemicals, tree sap, road debris (including  
11 stone chips), rail dust, hail, floods, wind storms, lightning and other environmental  
12 conditions,” soy-based insulated wiring is not an environmental condition. As  
13 evidenced by Plaintiff’s and other Class members’ experiences, the defect is not  
14 the environment in which the vehicle is located; the defect is the rodent-attractive  
15 nature of the soy-based insulated wiring.

16 42. Soy-based insulated wiring that attracts rodents is a defect of  
17 material and workmanship – within the vehicle at the time of manufacturing – that  
18 manifests in the form of resultant rodent damage which renders Class Vehicles  
19 partially or completely inoperable.

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

23 44. Notwithstanding its obligation under its Warranty, Toyota has  
24 repeatedly denied warranty coverage to Plaintiff and Class members. Toyota  
25 routinely informs consumers, *inter alia*, that rodent damage is an environmental  
26 condition that is not covered under the Warranty. Toyota is deflecting its  
27 obligations under the warranty by labeling the defect – which Toyota has  
28 knowledge of – as something it is not. Toyota has refused to cover the costs of

1 repairs due to rodent damage to soy-based insulated wiring. Thus, Plaintiff and  
 2 Class members were forced to pay out of pocket for repairs and services that  
 3 should have been covered under Toyota's Warranty.

#### 4 **D. Similar Experiences and Complaints by Consumers**

5 45. Plaintiff's experiences are by no means isolated or outlying  
 6 occurrences. Indeed, the Internet is replete with examples from blogs and other  
 7 websites where Toyota consumers have complained of rodents chewing through  
 8 their vehicles' soy-based wire insulation, sometimes on multiple occasions.  
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10 46. For example:

- 11 • From May 3, 2013, user HauKrazee posted on <http://www.toyota-4runner.org/5th-gen-t4rs/141251-broken-2010-4runner-rodents.html#post1371287>, (last visited on July 27, 2016):

##### 15 **Broken 4Runner - Rodents**

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

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

18 The dealership checks it out and approx 4 wires have been chewed up by some rodent (Pictures attached)... not covered under warranty.  
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- From March 3, 2012, user ChristyMcCool posted on <http://www.customtacos.com/forum/22-off-topic/155429-squirrels-rats-chewing-tacoma-wiring.html>, (last visited on July 27, 2016):

**Squirrels & rats chewing Tacoma wiring!**

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

47. Complaints on the NHTSA website reveals that many consumers have experienced wire damage as a result of rodents and other animals chewing the soy-based portions of the wiring in multiple Toyota models.

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

**Date of Incident:** 06/02/2016  
**Date Complaint Filed:** 06/05/2016  
**NHTSA/ODI ID:** 10872591  
**Model:** 2015 Tacoma

**SUMMARY:**  
 MY TRUCK WAS RECENTLY DAMAGED FROM RODENTS, THEY BUILT A NEST BY ENGINE AND CHEWED WIRES. AFTER FURTHER RESEARCH I FOUND THAT AUTO MANUFACTURERS IN ORDER TO GO GREEN ARE USING SOY BASED PRODUCTS ON WIRES INSTEAD OF PETROLEUM. THEY ARE USING SUGAR IN THERE PLASTICS. RICE HUSKS IN THERE INTERIORS. ALL THIS STUFF

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

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**ATTRACTS RODENTS. THIS IS UNACCEPTABLE! MY DEALERSHIP SAID THEY ARE SEEING AT LEAST 2 RODENT DAMAGED VEHICLES A WEEK. MY TRUCK IS DRIVEN DAILY AND SITS NO LONGER THAN 8 HOURS. THE TOTAL DAMAGE ON A BRAND NEW TRUCK WITH EXTENDED WARRANTY WAS 2700 OUT OF POCKET, THIS DAMAGE WAS NO COVERED BY WARRANTY.**

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

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

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

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

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**PROVIDES PREVENTIVE REMEDY TO ISSUE.**

**Date of Incident:** 10/30/2015  
**Date Complaint Filed:** 10/30/2015  
**NHTSA/ODI ID:** 10787185  
**Model:** 2012 Sienna

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

**Date of Incident:** 10/26/2015  
**Date Complaint Filed:** 10/27/2015  
**NHTSA/ODI ID:** 10786504  
**Model:** 2014 Rav4

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

**Date of Incident:** 09/30/2015  
**Date Complaint Filed:** 10/05/2015  
**NHTSA/ODI ID:** 10779880  
**Model:** 2015 Rav4

**SUMMARY:**  
**AFTER 10 DAYS OF OWNING THE CAR AND LESS THAN 600 MILES THE CAR WOULDN'T RUN AND WE HAD TO HAVE IT**



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

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

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

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

**SUMMARY:**

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

**Date of Incident:** 11/07/2012  
**Date Complaint Filed:** 11/08/2012  
**NHTSA/ODI ID:** 10483685  
**Model:** 2010 Prius

**SUMMARY:**

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

1 ABLE TO GAIN EASY ACCESS THROUGH THE CAR'S  
2 VENTILATION SYSTEM. OWNERS REPORTED CONTACTING  
3 TOYOTA, WHO DENIED LIABILITY AND DENIED REQUEST FOR  
4 ASSISTANCE. \*TR

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

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

7 **NHTSA/ODI ID:** 10510017

8 **Model:** 2012 Prius V

9 **SUMMARY:**

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

1 2007 AND YET TOYOTA HAS DONE NOTHING TO REPAIR THIS  
2 DESIGN/SAFETY FLAW. FOLLOWING IS A LINK TO A PRIUS  
3 FORUM WHERE PRIUS OWNERS COMPLAIN OF THIS ISSUE:  
4 [HTTP://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-  
AWARE-OF-MOUSE-PROBLEM.113690/](http://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-MOUSE-PROBLEM.113690/) . \*TR

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

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

7 **NHTSA/ODI ID:** 10592353

8 **Model:** 2012 Camry Hybrid

9 **SUMMARY:**

10 NO MATTER WHERE I PARK RODENTS ARE FINDING WAYS TO  
11 GET INTO MY CAR. I DO NOT KEEP FOOD IN THE CAR AND I  
12 HAVE DONE SEVERAL DIFFERENT THINGS TO PREVENT THEM  
13 GETTING IN. INCLUDING MOVING MY CAR AROUND TO PLACES  
14 OTHER THAN MY DESIGNATED COVERED PARKING SPOT. MY  
15 DEALER HAS TOLD ME TO PISS OFF. AS HAS TOYOTA, BUT IT  
16 WOULD APPEAR THAT TOYOTA SWITCHED OVER TO MORE  
17 ENVIRONMENTALLY FRIENDLY INSULATION MATERIALS IN  
18 RECENT YEARS. I PURCHASED THIS 2012 TOYOTA CAMRY  
19 BRAND NEW. THIS HAS BEEN GOING ON FOR TWO YEARS NOW  
20 AND IT WOULD APPEAR I'M NOT THE ONLY PERSON  
21 EXPERIENCING THIS AS IS APPARENT FROM THE LINKS BELOW. I  
22 HAVE EXTENSIVE PICTURES OF WHAT HAS HAPPENED TO MY  
23 CAR. THIS ALSO HASN'T BEEN AN ISSUE FOR ANY OF THE  
24 OTHER VEHICLES IN MY PARKING LOT AND MY PREVIOUS  
25 CAR WAS PARKED THERE FOR YEARS WITHOUT ISSUE (A  
26 DIFFERENT MANUFACTURER). I ALSO PARK OUR OLDER  
27 TOYOTA MATRIX (2003) AND TOYOTA MR2 SPYDER (2000) IN  
28 THAT SPOT AND I HAVE NOT HAD ANY ISSUES WITH EITHER  
VEHICLE. I BELIEVE OUR OLDER TOYOTA MODELS HAVE VERY  
DIFFERENT MATERIALS THAT AREN'T AS ATTRACTIVE TO  
RODENTS. I FIRMLY BELIEVE THIS HAS TO DO WITH TOYOTA'S  
MOVE TO MORE ENVIRONMENTALLY FRIENDLY MATERIALS.  
JUST TONIGHT I FINALLY HAVE HAD ENOUGH BECAUSE THESE  
CREATURES CHEWED INTO MY TRUNK AND WERE CHEWING UP  
THE MATERIALS IN MY TRUNK NEAR THE HYBRID BATTERY. I'M  
PARKED IN A COMPLETELY DIFFERENT AREA AND IT'S STILL  
HAPPENING. THIS ISN'T A COINCIDE! I HAVE SOME SERIOUS  
HEALTH AND SAFETY CONCERNS HERE. I WAS READING  
ABOUT ANOTHER OWNER THAT HAD RODENTS GET INTO THEIR

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NEW TOYOTA PRIUS THAT ATE THE PASSENGER AIRBAG AND DID OVER \$10,000 IN DAMAGES! THIS NEEDS TO BE INVESTIGATED ASAP.  
HTTP://WWW.TOYOTANATION.COM/FORUM/152-VENZA-FORUM/359615-RODENT-PATROL-AGAINST-DAMAGE.HTML  
HTTP://PRIUSCHAT.COM/THREADS/TOYOTA-CLAIMS-NOT-AWARE-OF-MOUSE-PROBLEM.113690/PAGE-2#IXZZ32AWYYLOL  
\*JS

**CLASS ACTION ALLEGATIONS**

49. Plaintiff brings this lawsuit on behalf of himself and all similarly situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2) and 23(b)(3). Specifically, the nationwide class (the “Nationwide Class”) consists of:

**Nationwide Class:**

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

50. In the alternative to the Nationwide Class, and pursuant to Federal Rule of Civil Procedure 23(c), Plaintiff seeks to represent the following Oklahoma state class (the “Oklahoma Sub-Class”) only in the event that the Court declines to certify the Nationwide Class above:

**Oklahoma Sub-Class:**

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

51. All Classes are collectively referred to as the “Class.” Excluded from the Class are Toyota, its affiliates, subsidiaries, parents, successors, predecessors,

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

8       52. **Numerosity**: Upon information and belief, the Class is so numerous  
9 that joinder of all members is impracticable. While the exact number and identities  
10 of individual members of the Class are unknown at this time, such information  
11 being in the sole possession of Defendant and obtainable by Plaintiff only through  
12 the discovery process, Plaintiff believes, and on that basis alleges, that thousands  
13 of Class Members have been subjected to the conduct by Defendant herein  
14 alleged.

15       53. **Existence and Predominance of Common Questions of Fact and**  
16 **Law**: Common questions of law and fact exist as to all members of the Class.  
17 These questions predominate over the questions affecting individual Class  
18 Members. These common legal and factual questions include, but are not limited  
19 to:

- 20           a) Whether Toyota engaged in the conduct alleged herein;  
21           b) Whether Toyota designed, advertised, marketed, distributed,  
22           leased, sold, or otherwise placed Class Vehicles into the stream  
23           of commerce in the United States;  
24           c) Whether the Class Vehicles were defective in that they were  
25           sold with soy-based wiring insulation;  
26           d) Whether Toyota knew of the Defect but failed to disclose the  
27           problem and its consequences to its customers;  
28



- 1 e) Whether a reasonable consumer would consider the Defect or  
2 its consequences to be material;  
3 f) Whether the Defect causes the vehicle to malfunction;  
4 g) Whether Toyota's conduct violates Oklahoma's consumer  
5 protection statute;  
6 h) Whether Toyota's conduct violates warranty laws and other  
7 laws as asserted herein;  
8 i) Whether Plaintiff and the other Class members overpaid for  
9 their Class Vehicles as a result of the Defect alleged herein;  
10 j) Whether Plaintiff and the other Class members are entitled to  
11 equitable relief, including, but not limited to, restitution or  
12 injunctive relief; and  
13 k) Whether Plaintiff and the other Class members are entitled to  
14 damages and other monetary relief and, if so, in what amount.  
15

16 54. **Typicality:** All of Plaintiff's claims are typical of the claims of the  
17 Class since Plaintiff and all Class Members were injured in the same manner by  
18 Defendant's uniform course of conduct described herein. Plaintiff and all Class  
19 Members have the same claims against Defendant relating to the conduct alleged  
20 herein, and the same events giving rise to Plaintiff's claims for relief are identical  
21 to those giving rise to the claims of all Class Members. Plaintiff and all Class  
22 Members sustained monetary and economic injuries including, but not limited to,  
23 ascertainable losses arising out of Defendant's wrongful conduct as described  
24 herein. Plaintiff is advancing the same claims and legal theories on behalf of  
25 himself and all absent Class Members.

26 55. **Adequacy:** Plaintiff is an adequate representative for the Class  
27 because his interests do not conflict with the interests of the Class that he seeks to  
28 represent; Plaintiff has retained counsel competent and highly experienced in

1 complex class action litigation – including consumer fraud class action cases – and  
2 automobile defect cases, and counsel intends to prosecute this action vigorously.  
3 The interests of the Class will be fairly and adequately protected by Plaintiff and  
4 his counsel.

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

23           57.     Toyota has acted or refused to act on grounds generally applicable to  
24 Plaintiff and the other members of the Classes, thereby making appropriate final  
25 injunctive relief and declaratory relief, as described below, with respect to the  
26 Class as a whole.  
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1           66. Toyota's express warranties are written warranties within the  
2 meaning of the MMWA, 15 U.S.C. § 2301(6). The Class Vehicles' implied  
3 warranties are covered under 15 U.S.C. § 2301(7), which warranties UTC cannot  
4 disclaim under the MMWA, when it fails to provide merchantable goods.

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

6  
7           [T]he warrantor may not assess the consumer for any costs  
8 the warrantor or his representatives incur in connection  
9 with the required remedy of a warranted consumer  
10 product. . . . [I]f any incidental expenses are incurred  
11 because the remedy is not made within a reasonable time  
12 or because the warrantor imposed an unreasonable duty  
13 upon the consumer as a condition of securing remedy, then  
the consumer shall be entitled to recover reasonable  
incidental expenses which are so incurred in any action  
against the warrantor.

14 *Id.*

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

18           69. Toyota breached these specific warranties as described in more detail  
19 above and also breached them generally: by manufacturing soy-based insulated  
20 wiring systems that are defective in design, materials, and workmanship and are  
21 likely to fail due to damage caused by rodents; by selling defective soy-based  
22 insulated wiring systems not in merchantable condition, which present an  
23 unreasonable risk of failure and are unfit for the ordinary purpose; by refusing to  
24 repair or replace, free of charge, the defective soy-based insulated wiring systems  
25 or any of their component parts; by forcing consumers to pay for out-of-pocket  
26 costs for diagnostics, labor, repair, and replacement parts; and by not curing the  
27 defect once it was known and identified.  
28



1 systems when the defective systems failed during the new vehicle and CPO  
2 warranty periods.

3 78. Plaintiff purchased new vehicles that came with Toyota's New  
4 Vehicle Limited warranty. While Plaintiff's Class Vehicle was still covered by the  
5 New Vehicle Limited Warranty, the soy-based material comprising the insulated  
6 wiring in Plaintiff's Class Vehicle attracted rodents or other animals that chewed  
7 through the wiring leaving the vehicle partially or fully inoperable. Pursuant to the  
8 terms of the New Vehicle Limited Warranty, Plaintiff brought his vehicle to a  
9 Toyota authorized service center and requested that such repairs be completed  
10 under the Warranty. Despite these requests, Toyota denied his warranty claims on  
11 the basis that the affected wiring was caused by other forces, which Toyota  
12 contends was not covered under the New Vehicle Limited Warranty. Toyota knew  
13 of the aforesaid Defect and continues to have knowledge of the Defect and  
14 breaches of its express warranty, yet it has intentionally failed to notify Plaintiff  
15 and members of the Plaintiff Class.

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

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

23 81. Toyota's breach of this warranty caused damages to Plaintiff and  
24 Class members.

25 82. Toyota's attempt to disclaim or limit these express warranties vis à  
26 vis consumers is unconscionable and unenforceable under the circumstances here.  
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1 Specifically, Toyota’s warranty limitation is unenforceable because it knowingly  
2 sold a defective product without informing consumers about the defect.

3 83. Furthermore, the time limits contained in Toyota’s warranty period  
4 were also unconscionable and inadequate to protect Plaintiff and members of the  
5 Class. Among other things, Plaintiff and Class members had no meaningful choice  
6 in determining these time limitations, the terms of which unreasonably favored  
7 Toyota. A gross disparity in bargaining power existed between Toyota and Class  
8 members, and Toyota knew or should have known that the Class Vehicles were  
9 defective at the time of sale and would fail well before their useful lives.  
10 Furthermore, consumers had no way of knowing of the concealed Defect.

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

14  
15 **COUNT III**  
16 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
17 **(On Behalf of the Nationwide Class or,**  
18 **Alternatively, the Oklahoma Sub-Class)**

19 85. Plaintiff repeats and realleges the allegations contained above as if  
20 fully set forth herein.

21 86. Toyota is a “merchant” as defined under the Uniform Commercial  
22 Code (“UCC”).

23 87. The Class Vehicles are “goods” as defined under the UCC.

24 88. Toyota impliedly warranted that the Class Vehicles were of a  
25 merchantable quality.

26 89. Toyota breached the implied warranty of merchantability because  
27 the Class Vehicles were not of a merchantable quality due to the defective soy-  
28 based insulation and the associated problems caused by the Defect.



1 for safe travel across varying distances which requires Class Vehicle electrical  
2 systems to remain intact and operational.

3 96. Plaintiff and the other Class Members relied on Toyota’s skill and/or  
4 judgment to select or furnish suitable goods, thereby creating an implied warranty  
5 that the goods would be fit for such purpose.

6 97. The Class Vehicles containing soy-based electrical wiring insulation  
7 are not fit for these purposes, as alleged hereinabove.

8 98. As a result of Toyota’s shortcomings and the conduct alleged herein,  
9 Plaintiff and Class Members were injured by Toyota’s breach of the implied  
10 warranty of fitness for a particular purpose.

11  
12 **COUNT V**  
13 **VIOLATIONS OF THE CALIFORNIA**  
14 **BUSINESS AND PROFESSIONS CODE**  
15 **CAL. BUS. & PROF. CODE § 17200**  
16 **(On Behalf of the Nationwide Class)**

17 99. Plaintiff repeats and realleges the allegations above as if fully set  
18 forth herein.

19 100. The California Unfair Competition Law (“UCL”) broadly prohibits  
20 acts of “unfair competition,” including any “unlawful, unfair or fraudulent business  
21 act or practice” and “unfair, deceptive, untrue or misleading advertising.” CAL.  
22 BUS. & PROF. CODE § 17200.

23 101. Defendant has engaged in unfair competition and unfair, unlawful, or  
24 fraudulent business practices by the conduct, statements, and omissions described  
25 above with respect to the soy-wiring Defect.

26 102. A business act or practice is “unfair” under the UCL if the reasons,  
27 justifications and motives of the alleged wrongdoer are outweighed by the gravity  
28 of the harm to the alleged victims.



1           103. Defendant has violated the “unfair” prong of the UCL by falsely  
2 representing the qualities of its warranties for Class Vehicles; by misrepresenting  
3 the workmanship of its Class Vehicles; by failing to disclose the Defect to  
4 consumers; and by refusing to provide warranty coverage for the Defect.

5           104. The acts and practices alleged herein are unfair because they caused  
6 Plaintiff and Class Members, and reasonable consumers like them, to falsely  
7 believe that Defendant was offering something of value that did not, in fact, exist.  
8 Defendant intended for Plaintiff and Class members to rely on its representations.  
9 As a result, purchasers, including Plaintiff, reasonably perceived that they were  
10 receiving Class Vehicles with warranties for workmanship. This perception induced  
11 reasonable purchasers, including Plaintiff, to purchase or lease Class Vehicles,  
12 which they would not otherwise have done had they known the truth.

13           105. The fraudulent or unfair conduct alleged herein was performed by a  
14 California corporation, whose principle place of business is in California, and the  
15 acts complained herein took place in and/or originated in the state of California.

16           106. The gravity of the harm to members of the Class resulting from these  
17 unfair acts and practices is outweighed any conceivable reasons, justifications  
18 and/or motives of Defendant for engaging in such deceptive acts and practices. By  
19 committing the acts and practices alleged above, Defendant engaged in unfair  
20 business practices within the meaning of California Business & Professions Code  
21 §§ 17200, *et seq.*

22           107. A business act or practice is “fraudulent” under the UCL if it is likely  
23 to deceive members of the consuming public.

24           108. Defendant engaged in a uniform course of conduct which was  
25 intended to, and did in fact, deceive Plaintiff and Class members and induce them  
26 into buying Class Vehicles. Defendant’s course of conduct and marketing practices  
27 were fraudulent within the meaning of the UCL because they deceived Plaintiff,  
28



1 and were likely to deceive members of the Class, into believing that they were  
2 entitled to a benefit that did not, in fact, exist. Defendant's misrepresentations are  
3 likely to deceive and have deceived the public.

4 109. A business act or practice is also "unlawful" under the UCL if it  
5 violates any other law or regulation.

6 110. Defendant has violated the MMWA and other laws as set forth herein.

7 111. Plaintiff and Class Members could not reasonably have been expected  
8 to learn or discover the true facts relating to the Defect. Plaintiff and Class  
9 Members relied upon Defendant's express representations and promises regarding  
10 the workmanship of and the warranties for the Class Vehicles, believed them to be  
11 true, and, knowing the truth and about the existence of the Defect, would not have  
12 agreed to purchase or lease Class Vehicles.

13 112. In failing to both disclose the Defect and the true nature of the quality  
14 and workmanship of the Class Vehicles, Defendant violated the UCL and caused  
15 injuries to Plaintiff and the Class Members.

16 113. The omissions and acts of concealment, fraud, and deceit by  
17 Defendant pertained to information that was material to Plaintiff and the Class  
18 Members, as it would have been to all reasonable consumers.

19 114. The injuries suffered by Plaintiff and the Class Members are greatly  
20 outweighed by any potential countervailing benefit to consumers or to competition,  
21 nor are they injuries that Plaintiff and the Class Members should have reasonably  
22 avoided. Through its fraudulent, unfair, and unlawful acts and practices, Defendant  
23 has improperly obtained money from Plaintiffs and the Class. As such, Plaintiffs  
24 request that this court cause Defendant to restore this money to Plaintiffs and all  
25 Class members, and to enjoin Defendant from violating the UCL in the future by  
26 selling Class Vehicles with the Defect.  
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2 115. Plaintiff seeks to enjoin further unlawful, unfair and/or fraudulent acts  
3 or practices by Defendant, to obtain restitutionary disgorgement of all monies and  
4 revenues generated as a result of such practices, and all other relief allowed under  
5 California Business & Professions Code § 17200.

6 **COUNT VI**  
7 **VIOLATION OF THE OKLAHOMA**  
8 **CONSUMER PROTECTION ACT (“OCPA”)**  
9 **OKLA. STAT. tit. 15 § 753**  
10 **(On Behalf of the Oklahoma Sub-Class)**

11 116. Plaintiff repeats and realleges the allegations above as if fully set  
12 forth herein.

13 117. Plaintiff Cochrane and members of the Class are persons within the  
14 meaning of the OCPA.

15 118. Toyota is a “person” within the meaning of the OCPA for all  
16 purposes therein and Class Vehicles are goods under the OCPA.

17 119. Plaintiff and Class Members are persons entitled to bring a claim  
18 pursuant to the OCPA.

19 120. The advertising, offering for sale or lease, and sale or lease of Class  
20 Vehicles constitutes trade or commerce under the OCPA.

21 121. In advertising and selling or leasing Class Vehicles containing the  
22 Defect that makes Class Vehicles susceptible to rodent damage, Toyota violated  
23 and continues to violate the OCPA by engaging in the following unconscionable,  
24 false, misleading or deceptive act(s) or practice(s), which were false or had the  
25 capacity to deceive:

26 a. Making a false or misleading representation, knowingly or with  
27 reason to know, as to the source, sponsorship, approval, or certification of the  
28 subject of a consumer transaction;

1           b. Making a false representation, knowingly or with reason to  
2 know, as to the characteristics, ingredients, uses, benefits, alterations, or quantities  
3 of the subject of a consumer transaction;

4           c. Representing, knowingly or with reason to know, that the  
5 subject of a consumer transaction is of a particular standard, style or model, if it is  
6 of another; and

7           d. Advertising, knowingly or with reason to know, the subject of a  
8 consumer transaction with intent not to sell it as advertised.  
9

10           122. Defendant has also violated the OCPA by committing an unfair or  
11 deceptive trade practice as defined in OKLA. STAT. tit. 15 § 752.

12           123. By engaging in the foregoing conduct, Toyota took advantage of  
13 Plaintiff and Class Members' lack of knowledge to an unfair degree.

14           124. Plaintiff and Class Members sustained actual damages because they  
15 purchased or leased defective Class Vehicles and essentially received less than  
16 what they were entitled to receive from the purchase or lease, as well as incurring  
17 out of pocket costs and labor costs to attempt to remedy the Defect.

18           125. Plaintiff and Class Members relied upon Toyota's  
19 misrepresentations omissions in determining to purchase and/or pay to lease  
20 defective Class Vehicles.

21           126. Had Toyota not engaged in the false, misleading or deceptive  
22 conduct described herein, Plaintiff and Class Members would not have purchased  
23 or leased their Class Vehicles (or would have paid significantly less for them), and  
24 would not have incurred out of pocket costs and labor costs to attempt to remedy  
25 the Defect.  
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1 misconduct alleged herein, Plaintiff and the Class were not receiving vehicles of  
2 the quality, nature, fitness, or value that had been represented by Defendant, and  
3 that a reasonable consumer would expect.

4 135. Defendant has been unjustly enriched by its fraudulent and deceptive  
5 conduct in connection with the sale and lease of Class Vehicles and by  
6 withholding benefits from Plaintiff and the Class at the expense of these parties.

7 136. Equity and good conscience militate against permitting Defendant to  
8 retain these profits and benefits.

9 **COUNT VIII**

10 **DECLARATORY RELIEF (PLEADING IN THE ALTERNATIVE)**

11 **DECLARATORY JUDGMENT ACT, 28 U.S.C. §§ 2201, *et seq.***

12 **(On Behalf of all Classes)**

13 137. Plaintiff repeats and realleges the allegations above as if fully set  
14 forth herein.

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

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

19 140. In the event the fact finder determines that monetary relief is an  
20 insufficient remedy for the conduct described above, the Plaintiffs and Class  
21 Members further allege as follows: an actual controversy, over which this Court  
22 has jurisdiction, now exists between Plaintiffs and Toyota concerning their  
23 respective rights, duties and obligations for which Plaintiffs desire a declaration of  
24 rights under the Class Vehicle warranties. Pursuant to 28 U.S.C. § 2201, this Court  
25 may “declare the rights and legal relations of any interested party seeking such  
26 declaration, whether or not further relief is or could be sought.”  
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1           141. Toyota warrants and advertises the reliability and workmanship of its  
2 Class Vehicles. Plaintiff contends that Toyota breached its warranties to Plaintiff  
3 and the Class Members when they received Class Vehicles at the time of the  
4 purchase that were worth less than what was promised by Toyota's warranties.

5           142. Toyota's warranties explicitly warrant workmanship and do not  
6 disclaim or exclude the type of damage suffered in Class Vehicles as a result of the  
7 Defect in the Class Vehicles.

8           143. Plaintiff seeks a declaration of the parties' respective rights, duties  
9 and obligations under the Class Vehicle warranties and other promises made by  
10 Toyota related to the quality and workmanship of the Class Vehicles, and  
11 specifically that Plaintiff and the Class Members are entitled to recover their out-  
12 of-pocket expenses related to repairs and/or replacement (including labor costs) of  
13 their defective and unworkmanlike Toyota Class Vehicles under the Class Vehicle  
14 warranties.

15           144. Specifically, Plaintiff seek a declaratory judgment that Toyota's  
16 warranties for Class Vehicles provide coverage for, and are to be read to include  
17 coverage for, rodent damage in Class Vehicles caused by defective soy-coated  
18 wiring. Plaintiff also seeks a declaratory judgment that nothing in Toyota's  
19 warranties for Class Vehicles disclaims or excludes warranty coverage for the  
20 Defect described herein.

21           145. A judicial declaration is necessary in order that Plaintiff and the Class  
22 Members may ascertain their rights and duties under Toyota's Class Vehicle  
23 warranties. At this time, Plaintiff and the Class Members have Class Vehicles that  
24 were defective upon lease or purchase, or continue to remain defective in design,  
25 materials and/or workmanship.  
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**DEMAND FOR JURY TRIAL**

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

Dated: September 9, 2016

Respectfully submitted,

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