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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

JOHN WADE,

Plaintiff,

v.

TOYOTA MOTOR NORTH AMERICA INC.;
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC.; TOYOTA MOTOR SALES, U.S.A.,
INC.;

Defendants.

No. 2:25-at-00462

COMPLAINT

JURY TRIAL DEMANDED

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I. INTRODUCTION

1. Plaintiff John Wade, by and through undersigned counsel, brings this action on behalf of himself and all others similarly situated against Defendants Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc., (collectively, “Toyota”). All allegations made in this complaint are based on investigation of counsel and information and belief, except those allegations that pertain to Plaintiff, which are based on personal knowledge.

2. This putative class action arises out of Defendants’ failure to disclose and then adequately repair a uniform and widespread defect in the battery charging systems of certain electric vehicles that causes the 12-volt batteries to repeatedly lose their charge completely. This renders the vehicles unable to start and drive, and also damages the 12-volt batteries and causes them to die completely and require premature replacement. The result is that Plaintiff and class members are left with vehicles that are not fit for ordinary use: the batteries die without warning, potentially stranding their drivers and passengers. This defect—hereinafter referred to as the Battery Defect—also results in considerable expenditure of time and out-of-pocket funds by Plaintiff and class members, who must jumpstart their vehicles or arrange for them to be towed, wait for dealerships to charge or replace batteries, arrange separate transportation to school, work, medical appointments, and so on.

3. While Plaintiff and some class members have had their 12-volt batteries replaced under warranty to date, Defendants have not made any permanent fix available, which means the problem persists: the 12-volt batteries will simply die and require replacement yet again, indefinitely, because the charging systems in the vehicles are inherently defective. Many class members have been through multiple 12-volt batteries in mere months and at 10,000 or fewer miles, even though 12-volt batteries ordinarily last several years and tens or hundreds of thousands of miles.

4. Had the true nature of the Battery Defect been made known to Plaintiff and class members at the time of purchase, they would not have purchased or leased the vehicles, or would have paid much less for them than they did.

5. The vehicles at issue (hereinafter “Class Vehicles” or “Vehicles”) are the 2023-2025 model year Subaru Solterra and Toyota bZ4x. These vehicles are plug-in electric crossovers that were developed together, are based on the same platform and powertrain, and are manufactured by Toyota in Japan, but are sold in the United States by both Toyota (as the bZ4x model) and Subaru (as the Solterra model). There are slight differences between the models, but they are largely cosmetic; on information and belief, the systems at issue in this Complaint are essentially identical and both models suffer from the Battery Defect.

II. JURISDICTION AND VENUE

A. Subject Matter Jurisdiction

6. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action in which the aggregate amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and there are 100 or more class members who are citizens of different states than Defendants.

7. This Court has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367.

B. Personal Jurisdiction

8. This Court has general personal jurisdiction over Defendants because each of them conducted substantial business in this judicial district and intentionally and purposefully placed Class Vehicles into the stream of commerce within the state of California and throughout the United States.

9. There are numerous authorized Toyota dealerships in this District and throughout the state of California. Together, these authorized dealers sold a significant number of Class Vehicles. California leads the nation in electric vehicle sales, including sales of the Class Vehicles.

10. Additionally, while Defendants' primary places of business are in Texas and Kentucky, they conduct substantial operations in California. Toyota Motor North America, Inc. is a California corporation and has offices in Torrance, California. Toyota Motor Engineering & Manufacturing North America, Inc. operates Toyota Auto Body California, a manufacturing plant located in Long Beach, California. And Toyota Motor Sales, U.S.A., Inc., is a California corporation that conducts considerable business in California, as it markets, distributes, and oversees warranty service of the many thousands of Toyota vehicles that are sold, leased, and operated in California.

C. Venue

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Defendants have marketed, advertised, and sold the affected vehicles in this District, and otherwise conducted extensive business in this District.

D. Divisional Assignment

12. Because Plaintiff resides in San Joaquin County and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred there, this action is commenced in the Sacramento Division.

III. PARTIES

A. Plaintiff

13. John Wade is a citizen of the State of California and resides in Lanthrop, California. Lanthrop is located in San Joaquin County, California.

B. Defendants

14. Toyota Motor North America, Inc. is a California corporation with its principal place of business located at 6565 Headquarters Drive, Plano, Texas. It has additional offices in Torrance, California; Georgetown, Kentucky; Washington, DC; Ann Arbor, Michigan; New York City, New York; and San Ramon, California. Toyota Motor North America, Inc. is a wholly owned subsidiary of

1 Toyota Motor Corporation, a Japanese corporation. Toyota North America, Inc., is the holding company
2 for the North American operations of Toyota Motor Corporation and its other corporate affiliates and
3 subsidiaries. Toyota North America's activities include advertising marketing, distributing, leasing,
4 warranting, and servicing Toyota vehicles through Toyota's approximately 1800 dealerships throughout
5 the United States.

6
7 15. Toyota Motor Engineering & Manufacturing North America, Inc., is a Kentucky
8 corporation with its principal place of business at 25 Atlantic Avenue, Erlanger, Kentucky. Like Toyota
9 Motor North America, it is a wholly-owned subsidiary of Toyota Motor Corporation. In addition to
10 Kentucky, it also has major operations in Arizona, California, and Michigan. Toyota Motor Engineering
11 & Manufacturing North America, Inc. provides support to Toyota's North American manufacturing
12 plants in areas including purchasing, production control, production engineering, quality control, and
13 administration. It shares responsibility for Toyota's engineering, design, research and development, and
14 manufacturing activities with Toyota's fourteen manufacturing plants in North America.

15
16 16. Toyota Motor Sales, U.S.A., Inc. is a California corporation with its primary place of
17 business in Plano, Texas. From its founding in 1957 until 2017, its principal place of business was in
18 Torrance, California. It is a wholly owned subsidiary of Toyota Motor Corporation and engages in the
19 marketing, sales, and distribution of Toyota cars through Toyota's approximately 1,800 authorized
20 dealers throughout the United States.

21 22 **IV. FACTUAL ALLEGATIONS**

23 **A. Development and Production of the Class Vehicles**

24 17. Toyota is a major multinational automaker, and it has engaged in several joint ventures
25 over the last twenty years with another major multinational automaker, Subaru. In fact, Toyota's
26 Japanese parent corporation has owned a substantial part of Subaru Corporation since 2005, and since
27 then the two companies have cooperated to manufacture both companies' vehicles in one another's
28

1 facilities, beginning with an effort to assemble Toyota Camry vehicles for the United States market at a
2 Subaru plant in Indiana.

3 18. Toyota and Subaru also jointly developed a small sports car, which used a Subaru engine
4 and was built at a Subaru manufacturing plant. This vehicle came to market in the United States in 2012,
5 and was sold by Subaru as the BRZ model and by Toyota initially the FR-S (under Toyota's Scion
6 brand), and later as the Toyota GR86.

7
8 19. More recently, the two companies have shared hybrid vehicle technology primarily
9 developed by Toyota, with Subaru using a Toyota-derived hybrid powertrain in its first plug-in hybrid
10 vehicle, a variant of the Crosstrek crossover.

11 20. When the time came for these frequent collaborators to enter the fully electric vehicle
12 ("EV") market, they again worked together. In 2019, Toyota and Subaru announced that they would
13 jointly develop a new SUV model that would be based on a new electric-vehicle platform.¹
14

15 21. The resulting electric SUV came to market for the 2023 model year. It was and is sold by
16 Subaru as the Solterra, and by Toyota as the bZ4X.

17 22. The two vehicles have some minor differences, such as very slightly different exterior
18 and interior styling to match each brand's other models, and some different options intended to appeal to
19 their respective customers. For example, the Solterra has slightly higher ground clearance and comes
20 with all-wheel drive as standard, along with Subaru's proprietary traction management system,
21 consistent with Subaru's outdoors-focused brand identity. Meanwhile, the bZ4x is optimized more for
22 city driving and commuting, so all-wheel drive is an optional extra.
23

24 23. But other than those minor differences, the two vehicles are, on information and belief,
25 substantially identical. They use the same chassis architecture, the same EV battery, the same EV
26 motors, and so on.
27
28

¹ <https://www.caranddriver.com/news/a27785342/toyota-subaru-ev-platform-electric-suv/>

1 24. They also use the same electrical and charging systems. The Class Vehicles are wholly
2 electric, so drivers must plug them in to recharge the EV battery. The EV batteries in the Class Vehicles
3 are lithium-ion battery packs consisting of numerous rechargeable battery cells that store electricity to
4 power the electric motors.

5
6 **B. The Battery Defect**

7 25. In addition to the EV batteries that are an integral part of their powertrain, the Class
8 Vehicles are equipped with the type of battery that drivers of cars with traditional internal combustion
9 engines are more familiar with: a 12-volt lead-acid battery.

10 26. The 12-volt battery in the Class Vehicles, even though they are EVs, operates many of
11 the same functions as a 12-volt battery does in an internal combustion vehicle: accessory functions like
12 windshield wipers, lights, powered windows and seats, heating and cooling fans, and the radio. This
13 makes sense: an EV can be equipped with the same accessory systems as a manufacturer's internal
14 combustion vehicles are, and there is no need to reengineer these systems to work differently in an EV if
15 the EV is equipped with a 12-volt battery.

16
17 27. Also like a traditional internal combustion vehicle, the 12-volt battery is involved in
18 starting the motor. Rather than power a starter motor that begins rotating the moving parts of an internal
19 combustion engine, the 12-volt battery in the Class Vehicles instead operates a switch between the EV
20 battery and the drive motors that allows electricity to begin flowing to the to the motors.

21
22 28. Much like in a traditional internal combustion vehicle, if the 12-volt battery does not
23 have an adequate charge to operate that starting switch, the Class Vehicles cannot start their motors.
24 Thus, the Class Vehicles must charge their 12-volt batteries while driving.

25 29. However, the 12-volt charging and battery systems in the Class Vehicles are defective,
26 and as a result, the 12-volt batteries (a) are not adequately recharged while driving and (b) drain until
27 empty prematurely when the vehicle is not in operation.
28

1 30. At least one EV-focused automotive publication points the finger at parasitic drain from
2 auxiliary systems, noting that the 12-volt battery on his reviewer loaner bZ4x went from driving to being
3 unable to “start because the 12-volt battery didn't have any juice left in it to power the auxiliary
4 systems.”²

5 31. Consumers report online that their Class Vehicles (Toyota bZ4x) can have their 12-volt
6 battery drained as quickly as a few weeks or even days with little to no driving. Toyota themselves, in
7 TSB 0095-23³, mention the dangers of so-called ‘parasitic draw’ (wherein a vehicle’s 12-volt battery
8 drains when the car is seemingly otherwise not in use), noting that Toyota disables some functions at the
9 factory in order “to reduce parasitic current draw in transit and storage” and requiring dealership staff to
10 re-enable certain functionality before the multimedia systems in a vehicle can be used.

11 32. Toyota, in a different TSB (TSB-0026-23) defines their best practices in a Long Term
12 Storage Guideline and instructs dealerships that “If a hybrid vehicle or battery electric vehicle is put into
13 storage, the State-Of-Charge (SOC) of its battery and auxiliary battery will gradually decrease” and “To
14 reduce battery drain during long-term storage, remove the battery ground (–) cable of each vehicle and
15 reinstall it just before delivery to the customer. When the battery ground (–) cable is reconnected, check
16 and reset electrical components, such as the clock, radio, etc., and reinitialize ALL applicable
17 systems/functions.”⁴

18 33. The Battery Defect has four deleterious effects:

19 A. First, the 12-volt batteries often lack sufficient charge to start the vehicle when
20 needed, rendering the Class Vehicles unable to start because even if the EV battery is charged, it
21 cannot be connected to the drive motors to begin the flow of electricity without the 12-volt
22
23
24
25
26
27

28 ² <https://insideevs.com/news/670724/this-toyota-bz4x-has-12-volt-battery-drain-issue-is-more-common/>

³ <https://static.nhtsa.gov/odi/tsbs/2023/MC-10247827-9999.pdf>

⁴ <https://static.nhtsa.gov/odi/tsbs/2023/MC-10244122-9999.pdf>

1 battery. This is similar to the experience a driver of an internal combustion vehicle would have if
2 their 12-volt battery were discharged and unable to start the vehicle.

3 B. The second problem the Battery Defect causes is unlike an internal combustion
4 vehicle, however. Because EVs use electric motors that directly drive the axles or wheels rather
5 than routing their power through a transmission that can easily be physically placed in neutral,
6 allowing the wheels to rotate freely, the electric system of the Class Vehicles is necessary to
7 engage or disengage the drive motors and allow the vehicle to move. This means that if it cannot
8 be started, it also cannot roll freely, which means that Plaintiff and Class members whose Class
9 Vehicles require towing because they cannot start—because the 12-volt battery is discharged—
10 must arrange for specialized tow equipment. In combination with the first problem—the too-
11 frequent situation in which the Class Vehicles cannot start—Plaintiff and Class members may be
12 stranded by their vehicles when, without warning, they are unable to start because the 12-volt
13 batteries are discharged.

14 C. The third problem is that because the 12-volt batteries operate many of the
15 accessory systems in the Class Vehicles—including the computer systems required to manage
16 the EV battery and drive motors—the Class Vehicles may shut down suddenly, even while
17 driving, when the 12-volt battery is discharged. This presents an unacceptable safety risk.

18 D. The fourth problem is that repeated cycles of inadequate charging ultimately
19 destroy the 12-volt batteries, requiring their premature replacement. Ultimately, fully discharging
20 a 12-volt lead-acid battery causes the lead-acid medium to crystallize, such that it can no longer
21 hold a charge. 12-volt batteries typically have a useful life of several years and hundreds or
22 thousands of charge cycles over tens or hundreds of thousands of miles. The Battery Defect
23 shortens that useful life.

24 34. It is possible to jump-start a Class Vehicle—just like an internal combustion vehicle, an
25 external power source can be connected to the 12-volt battery to provide power to the 12-volt electrical
26

1 system, and the vehicle can then be started. However, jump-starting requires carrying the proper
2 equipment, may require the presence of another vehicle, and can itself damage the 12-volt battery.

3 35. If a Plaintiff or Class member jump-starts their vehicle rather than tows the car, a dealer
4 may be unwilling to test or replace the 12-volt battery, either because the battery is not dead upon arrival
5 to the dealer, or because the 12-volt battery could theoretically have been damaged by jump-starting
6 rather than by the defective charging system. This imposes a further burden, and a difficult and unfair
7 choice, on a driver who has just been stranded by their vehicle—they can engage in self-help in order to
8 get the vehicle to their destination or the dealer, only to be told that the dealer cannot or will not help, or
9 they can arrange and wait for specialized towing, fail to reach their destination, and be left without an
10 even semi-functional vehicle.
11

12 36. To Plaintiff's knowledge, Defendants have never acknowledged the existence of the
13 Battery Defect, and have not offered any permanent or effective fix. Defendants failed to disclose it at
14 the time of purchase and have concealed it, or at least failed to disclose it, at any point thereafter.
15

16 37. At best, dealers may replace failed 12-volt batteries under warranty, but without a
17 permanent repair for the defective charging system, those batteries will inevitably fail prematurely
18 again. That is not a tenable solution.

19 38. Plaintiff and Class members have experienced numerous battery failures and have had to
20 prematurely replace their 12-volt batteries. Even if those batteries are replaced under warranty, the
21 defective charging system means that the new batteries will simply fail again after another few thousand
22 miles, potentially stranding Plaintiff or Class members yet again.
23

24 **C. Defendants Knew or Should Have Known About the Battery Defect**

25 39. Defendants are aware of the Battery Defect. They learned of the Battery Defect through
26 pre-release testing including with respect to the battery charging systems, as they are an integral part of
27 any vehicle. Defendants' pre-sale testing of the Class Vehicles would have necessarily revealed the
28 Battery Defect to them.

1 40. Defendants' knowledge of the Battery Defect is also supported by numerous consumer
2 complaints about the issue. Instances of the battery failures are widespread, and Defendants are aware of
3 them, not only because Plaintiff and Class members brought them to Defendants' notice by bringing
4 their vehicles to Defendants' authorized dealers but also because of the many complaints lodged by
5 consumers with NHTSA, with Defendants directly, and in online fora that Defendants, on information
6 and belief, monitor.

7
8 41. NHTSA maintains a database of motor-vehicle consumer complaints submitted since
9 January 2000. Toyota, like other large automakers, regularly reviews these complaints and
10 communicates directly with NHTSA.

11 42. Consumers are able to submit complaints online or by phone in which they provide
12 information that includes the make, model, and model year of the vehicle, the approximate incident date,
13 the mileage at which the incident occurred, and a description of the incident. A number of NHTSA
14 complaints concerning the Battery Defect have been submitted to the database. Below are several
15 examples that illustrate consumers' experiences with the Battery Defect in the Toyota bZ4x, and the
16 severity and safety risk of the defect.

17
18 NHTSA ID Number: 11644322

19 Incident Date: February 22, 2025

20 Consumer Location: VALLEY STREAM, NY

21 **Report to NHTSA – 12-Volt Battery Issue in Toyota BZ4X** **Vehicle

22 Information:** - **Make & Model:** Toyota BZ4X - **Issue:** 12-Volt Battery Drain

23 **Description of the Problem:** I have been experiencing repeated issues with the 12-

24 volt battery in my Toyota BZ4X. If the vehicle is not driven for one or two days, the

25 battery depletes, requiring a jump-start to operate. I have taken the car to the dealership

26 for inspection on two separate occasions—once in November and again recently. On both

27 visits, the dealer was unable to identify any issues. However, despite these inspections,

28 the problem persists. Most recently, after taking the vehicle to the dealership, the car once

 again failed to start the following day and required another jump-start. **Safety

 Concern:** This recurring battery failure presents a significant safety risk, particularly if

 the vehicle becomes inoperable in a remote location or in an emergency situation. The

 inability to start the car reliably raises concerns about potential hazards, especially in

 extreme weather conditions or areas with limited access to assistance. **Request for

 Investigation:** I urge the NHTSA to investigate this issue further, as it affects the

 reliability and safety of the vehicle. A resolution is necessary to ensure that the 12-volt

 battery functions as intended without leaving drivers stranded.

1 NHTSA ID NUMBER: 11642584

2 Incident Date: February 3, 2025

3 Consumer Location: ATLANTA, GA

4 The contact owns a 2024 Toyota BZ4X. The contact stated that the battery failed to retain
5 a charge, resulting in the doors not unlocking as needed. The contact stated that the dealer
6 had previously replaced the battery, but the failure persisted. The vehicle was towed back
7 to the dealer, who determined that the battery had failed again. The vehicle was not
8 repaired and remained at the dealer. The manufacturer was not made aware of the failure.
9 The failure mileage was approximately 12,389.

8 NHTSA ID NUMBER: 11618908

9 Incident Date: October 9, 2024

10 Consumer Location ANTHEM, AZ

11 On two occasions in the last month, when attempting to start the car, it doesn't start, the
12 interior dash lights start flickering, and a notification displays stating, "Parking brake
13 cannot be applied". I then have to "jump" the 12-volt battery. The main issue is the
14 notification stating the parking brake cannot be applied because before shutting off the
15 car the night before, I make sure the parking brake IS applied. However, it seems like the
16 12-volt battery is dead when I attempt to start it the following day; it automatically turns
17 off the parking brake or at least notifies me that it is in error based on the message I
18 receive.

15 NHTSA ID NUMBER: 11596203

16 Incident Date: June 22, 2024

17 Consumer Location: VALLEJO, CA

18 For the 6th time, the car is without power. It will not start although the starter battery was
19 changed by the dealer on 5/28/24. The EV battery does not show any power. This is the
20 6th time that car will not start and without power. It was bought brand new on 1/1/2023.

20 NHTSA ID NUMBER: 11590882

21 Incident Date May 26, 2024

22 Consumer Location VALLEJO, CA

23 On October 11, 2023 at 7:35 am, the 2023 BZ4X all electric car did not start and a
24 message on the dashboard read "parking brake unavailable." The brake lights were
25 flashing. Car was towed to the dealer, City Toyota. No diagnosis or explanation was
26 offered. 2) On May 6, 2024 @ 7:08 am, the 2023 BZ4X did not start. Car was 80%
27 charged. Headlights flashed for a few seconds, dashboard displayed time (7:08 am) and
28 mileage (17734), and message "parking brake unavailable." Toyota roadside service was
called; the tow truck driver jump-started the car, and stated "the car battery was at 4%. It
should be a minimum-of 12%. It is the battery that starts the car." BZ4X was dropped off
at the dealer, Toyota Vallejo. I asked if the battery can be replaced, service manager (SM)
reported only if the diagnostics warrant it. Per SM, starter battery was charged." Dealer
unable to reproduce what was causing the electrical problem and what was "draining the
battery." 3) On May 20, 2024 @ 6:28 am, the car had a total black-out. The car did not
start and there was no electrical power. Roadside service was called. Per tow-truck driver,

1 “battery was less than 4%.” The car was towed to the dealer, Toyota Vallejo. Tow truck
2 driver gave warm hand-off to Assistant Service Manager (ASM) that “car was dead and
3 battery was less than 4%. Toyota BZ4X was kept overnight by the dealer service dept.
4 Toyota Vallejo was in possession of car from 5/20/24 to 5/21/24. Per ASM, “we could
5 not find anything wrong.” I asked if the battery that starts the car can be replaced, he
6 denied and stated, “only if it fails the diagnostics.” A copy of the thorough checklist was
7 not provided to client upon pick-up of vehicle. Miles was 18878. 4) On May 26, 2024 a
8 8:31 am, the car did not start and had a complete black-out. No electricity. The car
9 battery was charged at 80% as is customary and in prior events. It is the Memorial Day
10 weekend and service dept hours are limited. Car always parked in garage.

11 43. Despite knowing about these problems with the battery charging system, Defendants
12 continued to include the defective charging systems in the Class Vehicles and continued to sell and lease
13 these vehicles without eliminating the Battery Defect and without disclosing it to Plaintiff and Class
14 members in warranty manuals, on Defendants’ websites, in advertisements, on Monroney stickers, or
15 elsewhere.

16 **D. Plaintiff’s Experience**

17 44. In or around March 2023, Plaintiff Wade purchased a 2023 Toyota BZ4X LTD from
18 Modesto Toyota in Modesto, California.

19 45. Based on Toyota’s representations touting the quality of its vehicles, Plaintiff Wade
20 considered Toyota to be a quality company with a strong reputation for producing reliable vehicles. In
21 addition to Toyota’s reputation, Plaintiff Wade decided on the Toyota bZ4x because he believed, based
22 on Toyota’s marketing, that it was a high-quality and highly reliable vehicle.

23 46. The 12-volt battery in Plaintiff Wade’s vehicle died just a few weeks following his
24 purchase in late April 2023. The vehicle had displayed warning signs on the dashboard before the
25 battery died. Plaintiff promptly contacted his roadside assistance service who jumpstarted Plaintiff’s
26 vehicle.

27 47. Plaintiff Wade experienced the Battery Defect again in late 2023, after approximately
28 2,000 miles of driving the vehicle. Plaintiff could not jumpstart his vehicle and it needed to be towed to
the Toyota dealership in order to address the Battery Defect. The Toyota dealership did not provide

1 Plaintiff with a loaner vehicle during this time. After a few days, Plaintiff contacted the dealership to see
2 what the issue with his vehicle was, at which point the dealership indicated that the 12-volt battery
3 needed to be replaced. Following the replacement of the battery, Plaintiff picked up his vehicle from the
4 dealership.

5
6 48. The 12-volt battery died again in Plaintiff Wade's car in December 2024, exhibiting the
7 same warning signs on the dashboard. Toyota Customer Care confirmed that the battery was dead when
8 they arrived to tow the vehicle to the dealership. Once again, the Toyota dealership did not provide
9 Plaintiff with a loaner vehicle and did not contact Plaintiff about his vehicle for three weeks. After those
10 three weeks had passed, Plaintiff called the dealership himself and discovered that the battery needed to
11 be replaced again, but was not told why.

12
13 49. The 12-volt battery equipped in Plaintiff Wade's Class Vehicle has failed three times
14 after only about 5,000 miles of driving the vehicle. The 12-volt battery in Plaintiff Wade's vehicle has
15 been replaced twice since March 2023.

16 50. Due to the Battery Defect, Plaintiff purchased and installed a Level 2 battery charger—
17 the same as those used at the Toyota dealership—because he believed the reason his vehicle was
18 experiencing these issues was a result of not using a sufficient EV battery charger, incurring
19 approximately \$4,800 in out-of-pocket expenses.

20
21 51. Plaintiff has never been informed of any recalls or defects related to his vehicle's battery
22 by anyone affiliated with Toyota but has discovered and reviewed similar claims and complaints of the
23 Battery Defect plaguing Class Vehicles on social media and vehicle forums.

24 52. Plaintiff has visited his dealership and Toyota on multiple occasions in order to address
25 the Battery Defect, and the dealer has consistently indicated that there is no issue with the Class
26 Vehicle's battery, or that the failures experienced by Plaintiff are normal. Plaintiff has similarly
27 contacted corporate Toyota concerning the Battery Defect. Toyota has likewise offered no recourse to
28 Plaintiff.

53. Due to Defendant Toyota's lack of transparency in the quality of its Class Vehicles and its components, namely the defective 12-volt battery, Plaintiff and similarly situated consumers have spent time and money addressing the Battery Defect without sufficient redress, compensation, or concern from Toyota. Had he been aware of the Battery Defect before purchasing his vehicle, Plaintiff would not have done so or would have paid significantly less for it than he did.

V. CLASS ACTION ALLEGATIONS

54. Plaintiff brings this action as a class action under Rule 23 of the Federal Rules of Civil Procedure, on behalf of a proposed nationwide class (the "Class"), defined as:

Any person in the United States who purchased or leased, other than for resale, a Class Vehicle.

55. Class Vehicles are defined as follows:

2023, 2024, and 2025 model year Toyota bZ4x and Subaru Solterra.

56. In addition or in the alternative to the Nationwide Class, the California State Class is defined as follows:

California Class: All persons in the state of California who bought or leased, other than for resale, a Class Vehicle.

57. The Class and California State Class satisfy the prerequisites of Federal Rule of Civil Procedure 23(a) and the requirements of Rule 23(b)(3).

58. **Numerosity and Ascertainability:** Plaintiff does not know the exact size of the Class or identity of the Class members, since such information is the exclusive control of Defendant. Nevertheless, the Class encompasses tens of thousands of individuals dispersed throughout the United States. The number of Class members is so numerous that joinder of all Class members is impracticable. The names, addresses, and phone numbers of Class members are identifiable through documents maintained by Defendants.

1 59. **Commonality and Predominance:** This action involves common questions of law and
2 fact which predominate over any question solely affecting individual Class members. These common
3 questions include:

- 4 i. whether Defendants engaged in the conduct alleged herein;
- 5 ii. whether Defendants had knowledge of the Battery Defect in the Class Vehicles when
6 they placed Class Vehicles into the stream of commerce in the United States;
- 7 iii. whether Defendants should have had knowledge of the Battery Defect in the Class
8 Vehicles when they placed Class Vehicles into the stream of commerce in the United
9 States;
- 10 iv. when Defendants became aware of the Battery Defect in the Class Vehicles;
- 11 v. whether Defendants knowingly failed to disclose the existence and cause of this
12 defect in the Class Vehicles;
- 13 vi. whether Defendants knowingly concealed the defect in the Class Vehicles;
- 14 vii. whether Defendants' conduct as alleged herein violates consumer protection laws;
- 15 viii. whether Defendants' conduct as alleged herein violates warranty laws;
- 16 ix. whether Defendants' conduct as alleged herein violates other laws asserted herein;
- 17 x. whether Plaintiff and Class members overpaid for their Class Vehicles as a result of
18 the defect;
- 19 xi. whether Plaintiff and Class members have suffered an ascertainable loss as a result of
20 the defect;
- 21 xii. and whether Plaintiff and Class members are entitled to damages and equitable relief.

22 60. **Typicality:** Plaintiff's claims are typical of the other Class members' claims because all
23 Class members were comparably injured through Defendants' substantially uniform misconduct as
24 described above. The Plaintiff representing the Class is advancing the same claims and legal theories on
25 behalf of himself and all other members of the Class that he represents, and there are no defenses that
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1 are unique to Plaintiff. The claims of Plaintiff and Class members arise from the same operative facts
2 and are based on the same legal theories.

3 61. **Adequacy:** Plaintiff is an adequate Class representative because his interests do not
4 conflict with the interests of the other members of the Class he seeks to represent; Plaintiff has retained
5 counsel competent and experienced in complex class action litigation; and Plaintiff intends to prosecute
6 this action vigorously. The Class's interest will be fairly and adequately protected by Plaintiff and his
7 counsel.
8

9 62. **Superiority:** A class action is superior to any other available means for the fair and
10 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the
11 management of this class action. The damages and other detriment suffered by Plaintiff and the other
12 Class members are relatively small compared to the burden and expense that would be required to
13 individually litigate their claims against Defendants, so it would be virtually impossible for the Class
14 members to individually seek redress for Defendants' wrongful conduct. Even if Class members could
15 afford individual litigation, the court system could not; individualized litigation creates a potential for
16 inconsistent or contradictory judgments, increases the delay and expense to the parties, and increases the
17 expense and burden to the court system. By contrast, the class action device presents far fewer
18 management difficulties and provides the benefits of single adjudication, economy of scale, and
19 comprehensive supervision by this Court.
20
21

22 VI. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED

23 A. Discovery Rule

24 63. Plaintiff and Class members did not discover, and could not have discovered through the
25 exercise of reasonable diligence, that the Class Vehicles had one or more design and/or manufacturing
26 defects that caused the Class Vehicle batteries to lose charge and/or require premature replacement.

27 64. Plaintiff and Class members had no realistic ability to discover the extent of the design
28 and/or manufacturing defects until their Class Vehicles' 12-volt batteries suddenly died, potentially

1 leaving them stranded, and requiring jump-starting, towing, and/or battery replacement. Plaintiff and
 2 Class members would have had no reason to individually believe that the problems with their Vehicles
 3 were the result of a widespread design and/or manufacturing defect. Any statutes of limitation otherwise
 4 applicable to any claims asserted herein have thus been tolled by the discovery rule.

5 **B. Equitable Estoppel**

6 65. Defendants are equitably estopped from asserting the statutes of limitations. Defendants
 7 misrepresented that the Class Vehicles were safe and free from defects. Defendants knew that the Class
 8 Vehicles were unsafe and unable to perform as advertised without risking battery failures. Plaintiff and
 9 Class members, by contrast, were unaware of the true nature of the Class Vehicles and relied upon
 10 Defendants' misrepresentations and omissions. Plaintiff and Class members will be prejudiced if
 11 Defendants are not estopped.
 12

13 **VII. CAUSES OF ACTION**

14 **A. Claims Brought On Behalf of the Nationwide Class**

15 **COUNT ONE — COMMON LAW FRAUD –FRAUD BY OMISSION**

16 66. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
 17 as though fully set forth at length herein.
 18

19 67. Plaintiff asserts this claim on behalf of himself and the Nationwide Class or, in the
 20 alternative, on behalf of the California State Class.

21 68. The Class Vehicles that Plaintiff and Class members purchased or leased were defective
 22 because the charging system inadequately charges the 12-volt batteries, leading to sudden and premature
 23 battery failures.
 24

25 69. Defendants failed to disclose the Battery Defect and acted with reckless disregard for the
 26 truth when it failed to disclose that the Battery Defect would render the Class Vehicles prone to sudden
 27 and premature battery failures. Further, even after Defendants became aware of the Battery Defect, they
 28 still failed to disclose it.

1 70. Defendants had a duty to disclose this material information to Plaintiff and Class
2 members because Defendants were in a superior position to know about the existence, nature, cause, and
3 results of the Battery Defect; Plaintiff and Class members could not reasonably have been expected to
4 learn or discover the Battery Defect; and Defendants knew that Plaintiff and Class members could not
5 reasonably have been expected to learn about or discover the Battery Defect.
6

7 71. Plaintiff and Class members did not know about the Battery Defect and could not have
8 discovered it through reasonably diligent investigation.

9 72. But for Defendants' fraudulent omissions of material information, Plaintiff and Class
10 members would not have purchased or leased the Class Vehicles, or would have paid less for them.
11 Plaintiff and Class members have sustained damage because they purchased or leased Vehicles that were
12 not as represented. Accordingly, Defendants are liable to Plaintiff and Class members for damages in an
13 amount to be proven at trial for their lost benefit of the bargain and overpayment at the time of purchase
14 or lease, and/or for the diminished value of the Class Vehicles.
15

16 73. Defendants' acts were done wantonly, deliberately, with intent to defraud, in reckless
17 disregard of the rights of Plaintiff and Class members, and to enrich themselves. Defendants'
18 misconduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in
19 the future, which amount shall be determined according to proof at trial.
20

21 **COUNT TWO — UNJUST ENRICHMENT**

22 74. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
23 as though fully set forth at length herein.

24 75. Plaintiff brings this claim on behalf of himself and on behalf of the Nationwide Class or,
25 alternatively, on behalf of the California State Class.

26 76. Plaintiff and Class members paid Defendants the value of non-defective, fully operational
27 Class Vehicles with the ability to operate without fear of premature battery failure. In exchange,
28 Defendants provided Plaintiff and Class members with defective Vehicles that are prone to battery

failures that leave them unable to start, may cause them to suddenly stop while driving, and require premature battery replacements.

77. As such, Plaintiff and Class members conferred value upon Defendants which would be unjust for Defendants to retain.

78. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff and Class members have suffered and continue to suffer various injuries. As such, they are entitled to damages, including but not limited to restitution of all amounts by which Defendants were enriched through their misconduct.

B. Claims Brought on Behalf of the California Class

**COUNT THREE — VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA")
(CAL. CIV. CODE § 1750, *ET SEQ.*)**

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

80. Plaintiff brings this claim on behalf of himself and on behalf of the members of the California Class.

81. Defendants are each a "person" as that term is defined in California Civil Code § 1761(c).

82. Plaintiff and the California Class members are "consumers" as that term is defined in California Civil Code §1761(d).

83. Defendants engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from Plaintiff and Class members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem).

84. Defendants' acts and practices violated the CLRA by: (1) Representing that goods or services have sponsorships, characteristics, uses, benefits, or quantities which they do not have; (2) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a

1 particular style or model, if they are of another; (3) Advertising goods and services with the intent not to
2 sell them as advertised; and (4) Representing that the subject of a transaction has been supplied in
3 accordance with a previous representation when it has not.

4 85. Defendants' unfair or deceptive acts or practices occurred repeatedly in its trade or
5 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
6 serious safety risk on the public.
7

8 86. Defendants knew that the charging systems were defectively designed or manufactured,
9 would fail prematurely, and were not suitable for their intended use.

10 87. Defendants had the duty to Plaintiff and the California Class members to disclose the
11 Battery Defect and the defective nature of the Class Vehicles because:

12 A. Defendants were in a superior position to know the true state of facts
13 about the Defect and its associated costs;
14

15 B. Plaintiff and the California Class members could not reasonably have been
16 expected to learn or discover that the Class Vehicles had defects until those defects
17 became manifest;

18 C. Defendants knew that Plaintiff and the California Class members could
19 not reasonably have been expected to learn about or discover the Battery Defect and the
20 effect it would have on the Class Vehicles' operability.
21

22 88. In failing to disclose the Battery Defect, Defendants have knowingly and intentionally
23 concealed material facts and breached its duty to disclose.

24 89. The facts Defendants concealed or did not disclose to Plaintiff and the California Class
25 members are material in that a reasonable consumer would have considered them to be important in
26 deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and the California
27 Class members known the Class Vehicles were defective, they would not have purchased the Class
28 Vehicles or would have paid less for them.

1 90. The Plaintiff provided Defendants with notice of its CLRA violations on April 7, 2025,
2 and currently seek injunctive relief. Plaintiff hereby reserves his right to amend this complaint to seek
3 monetary damages under the CLRA after the 30-day notice period expires.

4 91. Defendants' fraudulent and deceptive business practices proximately caused injuries to
5 Plaintiff and the members of the California Class.

6 92. Pursuant to Cal. Civ. Code § 1780, Plaintiff seeks injunctive and declaratory relief and
7 reasonable attorneys' fees and costs.

8
9 **COUNT FOUR — VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
10 **(CAL. BUS. & PROF. CODE § 17200)**

11 93. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
12 as though fully set forth at length herein.

13 94. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
14 California Class.

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

18 96. Defendants have engaged in unfair competition and unfair, unlawful, or fraudulent
19 business practices by the conduct, statements, and omissions described above, and by knowingly and
20 intentionally concealing the Battery Defect from Plaintiff and other California Class members.
21 Defendants should have disclosed this information because they were in a superior position to know the
22 true facts related to the defect, and Plaintiff and California Class members could not have been
23 reasonably expected to learn or discover these true facts.

24 97. The Battery Defect constitutes a safety issue for automobile owners, drivers, and
25 passengers, thus requiring Defendants to disclose its existence to past and future owners and lessees.
26
27
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1 98. By its acts and practices, Defendants have deceived Plaintiff and is likely to have
2 deceived the public. In failing to disclose the Battery Defect and suppressing other material facts,
3 Defendants breached their duty to disclose these facts, violated the UCL, and caused injuries to Plaintiff
4 and the Class members. Defendants' omissions and acts of concealment pertained to information
5 material to Plaintiff and other California Class members, as it would have been to all reasonable
6 consumers.

7
8 99. The injuries Plaintiff and the California Class members suffered outweigh any potential
9 countervailing benefit to consumers or to competition, and they are not injuries that Plaintiff and the
10 California Class members could or should have reasonably avoided.

11 100. Defendants' acts and practices are unlawful because they violate California Civil Code
12 §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

13
14 101. Plaintiff seeks to enjoin Defendants from further unlawful, unfair, and/or fraudulent acts
15 or practices, to obtain restitutionary disgorgement of all monies and revenues Defendants have generated
16 as a result of such practices, and all other relief allowed under California Business & Professions Code §
17 17200.

18 **COUNT FIVE — VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**
19 **(CAL. BUS. & PROF. CODE § 17500, *ET SEQ.*)**

20 102. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
21 as though fully set forth at length herein.

22 103. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
23 California Class.

24 104. California Business & Professions Code § 17500 states: "It is unlawful for any . . .
25 corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the
26 public to enter into any obligation relating thereto, to make or disseminate or cause to be made or
27 disseminated . . . from this state before the public in any state, in any newspaper or other publication, or
28

1 any advertising device, . . . or in any other manner or means whatever, including over the Internet, any
2 statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable
3 care should be known, to be untrue or misleading.

4
5 105. Defendants caused to be made or disseminated through California and the United States,
6 through advertising, marketing, and other publications, statements that were untrue or misleading, and
7 which were known, or which by the exercise of reasonable care Defendants should have known to be
8 untrue and misleading to consumers, including Plaintiff and other California Class members.

9 106. Defendants violated Section 17500 because their misrepresentations and omissions
10 regarding the safety, reliability, and functionality of the Class Vehicles were material and likely to
11 deceive a reasonable consumer.

12
13 107. Plaintiff and the other California Class members have suffered injuries in fact, including
14 the loss of money or property, resulting from Defendants' unfair, unlawful, and/or deceptive practices.
15 In purchasing or leasing their Class Vehicles, Plaintiff and the other California Class members relied on
16 Defendants' misrepresentations and/or omissions with respect to the Class Vehicles' safety and
17 reliability. Defendants' representations were untrue because they distributed the Class Vehicles with the
18 Battery Defect. Had Plaintiff and the other California Class members known this, they would not have
19 purchased or leased the Class Vehicles or would not have paid as much for them. Accordingly, Plaintiff
20 and the California Class members did not receive the benefit of their bargain.

21
22 108. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
23 conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized
24 course of conduct that is still perpetuated and repeated, both in the state of California and nationwide.

25 109. Plaintiff, individually and on behalf of the other California Class members, requests that
26 the Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing
27 their unfair, unlawful, and/or deceptive practices, and restore to Plaintiff and the other California Class
28

1 members any money Defendants acquired by unfair competition, including restitution and/or
2 restitutionary disgorgement, and for such other relief set forth below.

3 **COUNT SIX — BREACH OF EXPRESS WARRANTY**
4 **(CAL. COM. CODE §§ 2313 AND 10210)**

5 110. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
6 as though fully set forth at length herein.

7 111. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
8 California Class.

9 112. Each Defendant is and was at all relevant times a “merchant” with respect to motor
10 vehicles under California Commercial Code §§ 2104(1) and 10103(c), and a “seller” of motor vehicles
11 under § 2103(1)(d).

12 113. The Class Vehicles are and were at all relevant times “goods” within the meaning of
13 California Commercial Code §§ 2105(1) and 10103(a)(8).

14 114. Defendants provided all purchasers and lessees of the Class Vehicles with the express
15 warranties described herein, which became part of the basis of the parties’ bargain. Accordingly,
16 Defendants’ warranties are express warranties under state law.

17 115. Specifically, the Class Vehicles are covered by Defendants’ new vehicle limited
18 warranties, the powertrain warranty on electric propulsion components, including the battery
19 components, charging systems, and electric drive components.

20 116. Furthermore, Defendants expressly warranted—through statements and advertisements—
21 that the vehicles were of high quality, and at a minimum, would work properly and safely.

22 117. Defendants distributed the defective parts causing the Battery Defect in the Class
23 Vehicles, and those parts are covered by Defendants’ warranties granted to all Class Vehicle purchasers
24 and lessors.
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1 118. Defendants breached these warranties by selling and leasing Class Vehicles with the
2 Battery Defect, requiring repair or replacement within the applicable warranty periods, and refusing to
3 honor the warranties by providing free repairs or replacements during the applicable warranty periods
4 sufficient for the Class Vehicles to be restored to their advertised qualities within a reasonable time.

5 119. Plaintiff notified Defendants of their breach within a reasonable time, and/or were not
6 required to do so because affording Defendants a reasonable opportunity to cure its breaches would have
7 been futile. In any event, Defendants know about the defect but have concealed it as a means of avoiding
8 compliance with its warranty obligations. Moreover, Defendants were given notice of these issues
9 within a reasonable amount of time by the numerous complaints it received from customers and became
10 aware of online.
11

12 120. Any attempt to disclaim or limit these express warranties vis-à-vis consumers is
13 unconscionable and unenforceable under the circumstances here. Specifically, Defendants' warranty
14 limitations are unenforceable because they knowingly sold a defective product to California Plaintiff and
15 the Class.
16

17 121. The time limits contained in Defendants' warranty period were also unconscionable and
18 inadequate to protect Plaintiff and California Class members. Among other things, Plaintiff and the
19 California Class members had no meaningful choice in determining these time limitations, the terms of
20 which unreasonably favored Defendants. A gross disparity in bargaining power existed between
21 Defendants and the Class members because Defendants knew or should have known that the Class
22 Vehicles were defective at the time of sale and would experience battery failures well before their useful
23 lives.
24

25 122. Furthermore, the limited warranty promising to repair and/or correct a manufacturing
26 defect fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and
27 the other California Class members whole and because Defendants have failed and/or refused to
28 adequately provide a permanent repair within a reasonable time.

1 123. Plaintiff and the California Class members have complied with all obligations under the
2 warranty, or otherwise have been excused from performance of said obligations as a result of
3 Defendants' conduct.

4 124. As a direct and proximate cause of Defendants' breach, Plaintiff and the other California
5 Class members bought or leased Class Vehicles they otherwise would not have, overpaid for their
6 vehicles, did not receive the benefit of their bargain, and their Class Vehicles suffered a diminution in
7 value.
8

9 **COUNT SEVEN — BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
10 **(CAL. COM. CODE §§ 2314 AND 10212)**

11 125. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
12 as though fully set forth at length herein.

13 126. Plaintiff brings this claim on behalf of himself and the California Class.

14 127. Each Defendant is and was at all relevant times a "merchant" with respect to motor
15 vehicles under California Commercial Code §§ 2104(1) and 10103(c), and a "seller" of motor vehicles
16 under § 2103(1)(d).
17

18 128. With respect to leases, each Defendant is and was at all relevant times relevant a "lessor"
19 of motor vehicles under Cal. Com. Code § 10103(a)(16).

20 129. The Class Vehicles are and were at all relevant times "goods" within the meaning of
21 California Commercial Code §§ 2105(1) and 10103(a)(8).

22 130. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or
23 seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the
24 Class Vehicles were purchased.
25

26 131. A warranty that the Class Vehicles were in merchantable condition and fit for the
27 ordinary purpose for which vehicles are used is implied by law pursuant to California Commercial Code
28 §§ 2314 and 10212.

1 132. Defendants provided Plaintiff and the members of the California Class with an implied
2 warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary
3 purposes for which they were sold. Defendants impliedly warranted that the Class Vehicles were of
4 merchantable quality and fit for such use. This implied warranty included, among other things: (i) a
5 warranty that the vehicles Defendants manufactured, supplied, distributed, and/or sold were safe and
6 reliable for providing transportation, and would not experience premature failure; and (ii) a warranty
7 that the Class Vehicles would be fit for their intended use while being operated.
8

9 133. However, the Class Vehicles the time of sale and thereafter were and are not vehicles are
10 not fit for their ordinary purpose of providing reasonably reliable and safe transportation at the time of
11 sale or thereafter because the Battery Defect can manifest and result in spontaneous failure to start,
12 spontaneous shutdown, and the premature and permanent failure of 12-volt batteries equipped in the
13 Class Vehicles.
14

15 134. Therefore, the Class Vehicles are not fit for their particular purpose of providing safe and
16 reliable transportation.

17 135. Plaintiff notified Defendants of their breach within a reasonable time, and/or were not
18 required to do so because affording Defendants a reasonable opportunity to cure their breaches would
19 have been futile. In any event, Defendants know about the defect but instead chose to conceal it as a
20 means of avoiding compliance with their warranty obligations. Moreover, Defendants were provided
21 notice of these issues within a reasonable amount of time by the numerous complaints they received
22 from various sources, including through the NHTSA database, other online sources, and directly from
23 consumers.
24

25 136. Plaintiff and the California Class members have had sufficient dealings with Defendants
26 or their agents to establish privity of contract. Privity is not required in this case, however, because
27 Plaintiff and the California Class members are intended third-party beneficiaries of contracts between
28 Defendants and their authorized dealers and are intended beneficiaries of Defendants' implied

1 warranties. The dealers were not intended to be the ultimate consumers of Class Vehicles, and the
2 warranties were designed for and intended to benefit the ultimate consumers only.

3 137. As a direct and proximate result of the breach of said implied warranty, Plaintiff and the
4 California Class sustained the damages herein set forth.

5 138. Plaintiff and the California Class members are, therefore, entitled to damages in an
6 amount to be proven at trial.
7

8 **COUNT EIGHT — VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF EXPRESS**
9 **WARRANTY**
10 **(CAL. CIV. CODE §§ 1791.2 & 1793.2(D))**

11 139. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
12 as though fully set forth at length herein.

13 140. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
14 California Class.

15 141. Plaintiff and the California Class members are “buyers” within the meaning of Cal. Civ.
16 Code § 1791(b).

17 142. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code §
18 1791(a).

19 143. Each Defendant is a “manufacturer” of the Class Vehicles within the meaning of Cal.
20 Civ. Code § 1791(j).

21 144. Plaintiff and the other Class members bought/leased new motor vehicles manufactured by
22 Defendants. Defendants made express warranties to Plaintiff and the other Class members within the
23 meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, as described above. These warranties became part of
24 the basis of the parties’ bargain. Accordingly, Defendants’ warranties are express warranties under state
25 law.
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1 145. Specifically, the Class Vehicles are covered by Defendants' new vehicle and powertrain
2 warranties, including electric propulsion components, the battery components, charging system, and
3 electric drive components.

4 146. Furthermore, Defendants expressly warranted—through statements and advertisements—
5 that the vehicles were of high quality, and at a minimum, would work properly and safely.
6

7 147. Plaintiff and California Class members experienced defects within the warranty period.
8 Despite the existence of warranties, Defendants failed or refused to permanently fix the Battery Defect.

9 148. Plaintiff and California Class members gave the Defendants or their authorized repair
10 facilities opportunities to fix the defects unless only one repair attempt was possible Defendants or their
11 authorized repair facility refused to attempt any permanent repair. Defendants did not promptly replace
12 or buy back the Class Vehicles of California Plaintiff and the other Class members.
13

14 149. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff and the other California Class
15 members are entitled to damages and other legal and equitable relief including, at their election, the
16 purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class
17 Vehicles.

18 **COUNT NINE — VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF THE**
19 **IMPLIED WARRANTY OF MERCHANTABILITY**
20 **(CAL. CIV. CODE §§ 1792, 1791.1, *ET SEQ.*)**

21 150. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
22 as though fully set forth at length herein.

23 151. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
24 California Class.

25 152. At all relevant times hereto, each Defendant was a manufacturer, distributor, warrantor,
26 and/or seller of the Class Vehicles. Defendants knew or should have known of the specific use for which
27 the Class Vehicles were purchased.
28

1 153. Defendants provided Plaintiff and the California Class members with an implied
2 warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary
3 purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose
4 because, inter alia, the Class Vehicles suffered from an inherent Battery Defect at the time of sale.

5 154. The Class Vehicles are not fit for the purpose of providing safe and reliable transportation
6 because of the defect.

7 155. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and
8 fit for such use. This implied warranty included, inter alia, the following: (i) a warranty that the Class
9 Vehicles manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for
10 providing transportation and would not prematurely fail; and (ii) a warranty that the Class Vehicles
11 would be fit for their intended use—i.e., providing safe and reliable transportation—while the Class
12 Vehicles were being operated.

13 156. Contrary to the applicable implied warranties, the Class Vehicles were not fit for their
14 ordinary and intended purpose. Instead, the Class Vehicles are defective.

15 157. Defendants' actions, as complained of herein, breached the implied warranty that the
16 Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code
17 §§ 1792 and 1791.1.

18
19
20 **COUNT TEN — FRAUD BY CONCEALMENT**

21 158. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph
22 as though fully set forth at length herein.

23 159. Plaintiff brings this claim on behalf of himself and on behalf of the members of the
24 California Class.

25 160. Defendants made material omissions concerning a presently existing or past fact in that,
26 for example, Defendants did not fully and truthfully disclose to its customers the true nature of the
27 Battery Defect, which was not readily discoverable by the Plaintiff or California Class members until
28

1 well after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were
2 material because reasonable people attach importance to their existence or nonexistence in deciding
3 which vehicle to purchase.

4 161. Defendants were under a duty to disclose these omitted facts, because where one does
5 speak one must speak the whole truth and not conceal any facts which materially qualify those facts
6 stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to
7 deceive is fraud.
8

9 162. In addition, Defendants had a duty to disclose these omitted material facts because they
10 were known and/or accessible only to Defendants, who had superior knowledge and access to the facts,
11 and Defendants knew they were not known to or reasonably discoverable by Plaintiff and the California
12 Class members. These omitted facts were material because they directly impact the safety and reliability
13 of the Class Vehicles.
14

15 163. Defendants were in exclusive control of the material facts and such facts were not known
16 to the public or the California Class members. Defendants also possessed exclusive knowledge of the
17 Battery Defect and the fact that they rendered the Class Vehicles inherently more dangerous and
18 unreliable than similar vehicles.

19 164. Defendants actively concealed and/or suppressed these material facts, in whole or in part,
20 with the intent to induce Plaintiff and the California Class members to purchase the Class Vehicles at a
21 price higher than their true value.
22

23 165. Plaintiff and the California Class members were unaware of these omitted material facts
24 and would not have acted as they did if they had known of the concealed and/or suppressed facts. The
25 actions of Plaintiff and the California Class members were justified.

26 166. Plaintiff and the California Class members reasonably relied on Defendant's omissions
27 and suffered damages as a result.
28

167. As a result of these omissions and concealments, Plaintiff and the California Class members incurred damages including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase or lease and/or the diminished intrinsic value of their Class Vehicles.

168. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of Plaintiff and the California Class members. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff on behalf of himself and the Class and California State Class, prays that
this Court:

A. Determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Nationwide Class and California State Class as defined above;

B. Appoint Plaintiff as representative of the Nationwide Class and California State Class and his counsel as Class Counsel;

C. Award all actual, general, special, incidental, consequential, punitive, and exemplary damages and restitution to which Plaintiff and Class members are entitled;

D. Award pre- and post-judgment interest on any monetary relief;

E. Grant appropriate injunctive relief against all Defendants, including an order requiring Defendants to permanently and completely repair the Class Vehicles pursuant to its obligations under the terms of the Warranty;

F. Determine that Defendants are financially responsible for all Class notice and administration of Class relief;

G. Award reasonable attorney fees and costs; and

H. Grant such further relief that this Court deems appropriate.

IX. DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

RESPECTFULLY SUBMITTED this 10TH DAY OF APRIL, 2025.

KELLER ROHRBACK L.L.P.

By /s/ Matthew Melamed

Matthew Melamed, CSB # 260272
180 Grand Avenue, Suite 1380
Oakland, CA 94612
Phone: (510) 463-3900
Fax: (510) 463-3901
mmelamed@kellerrohrback.com

Ryan McDevitt (pro hac vice forthcoming)
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268
Phone: (206) 623-1900
Fax: (206) 623-3384
rmcdevitt@kellerrohrback.com

Jonathan Shub (CSB # 237708)
Benjamin F. Johns (PA ID 201373)
Samantha E. Holbrook (PA ID 311829)
SHUB JOHNS & HOLBROOK LLP
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200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428
Phone: (610) 477-8380
bjohns@shublawayers.com
sholbrook@shublawayers.com

Ethan D. Roman (pro hac vice forthcoming)
WITTELS MCINTURFF PALIKOVIC
305 Broadway, 7th Floor
New York, NY 10007
Phone: (914) 775-8862
edr@wittelslaw.com

Attorneys for Plaintiff

CIVIL COVER SHEET

Case 2:25-at-00462 Document 1-1 Filed 04/10/25 Page 1 of 1

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

I. (a) PLAINTIFFS

JOHN WADE

(b) County of Residence of First Listed Plaintiff San Joaquin County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Matthew Melamed, CSB # 260272
Keller Rohrbach L.L.P., 180 Grand Ave., Ste. 1380,
Oakland, CA 94612 // (510) 463-3900

DEFENDANTS

TOYOTA MOTOR NORTH AMERICA INC.; ET AL.

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

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☒ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)

Brief description of cause:

Defendants' failure to disclose and then adequately repair a uniform and widespread defect in the battery charging systems of certain electric vehicle

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

Apr 10, 2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew Melamed

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Matthew Melamed, CSB # 260272
mmelamed@kellerrohrback.com
KELLER ROHRBACK L.L.P.
180 Grand Avenue, Suite 1380
Oakland, CA 94612
Telephone: (510) 463-3900
Fax: (510) 463-3901

Counsel for Plaintiff

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

JOHN WADE,
Plaintiff,

v.

TOYOTA MOTOR NORTH AMERICA INC.;
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC.; TOYOTA MOTOR SALES, U.S.A.,
INC.;

Defendants.

No. 2:25-at-00462

**CLRA VENUE AFFIDAVIT OF PLAINTIFF
JOHN WADE**

I, John Wade, hereby declare and state as follows:

1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this declaration are based on my personal knowledge and information that I have gathered and is available to me, and if called upon to do so, I would testify to the matters stated herein.

2. I make this affidavit as required by California Civil Code § 1780(d).

3. The complaint in this action is filed in the proper place for trial of this action because I reside within the Sacramento Division of the Eastern District of California, because defendants Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and

1 Toyota Motor Sales, U.S.A., Inc., do business within the Eastern District of California, and because a
2 substantial portion of the events, acts and omissions that give rise to my claims in this matter occurred
3 within the Eastern District of California, Sacramento Division.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct.

6 Executed this 9th day of April, 2025 at Lanthrop, California.

7
8 
John Wade (Apr 9, 2025 11:19 PDT)
9 John Wade



JONATHAN SHUB^{†*}
BENJAMIN F. JOHNS^{*}
SAMANTHA E. HOLBROOK^{*}
ANDREA L. BONNER^{*}

^{*} ADMITTED IN PENNSYLVANIA AND NEW JERSEY

[†] ADMITTED IN NEW YORK, WASHINGTON, D.C., AND CALIFORNIA

April 7, 2025

VIA CERTIFIED MAIL 9589 0710 5270 2273 0465 22

Toyota Motor North America, Inc.
Attn: Legal Department
6565 Headquarters Dr.
Plano, TX 75024

Re: **Demand Letter and Notice of Violations Pursuant to the California
Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.**

To Whom It May Concern:

I am writing on behalf of our client, John Wade, and all similarly situated individuals who purchased 2023, 2024 and 2025 Toyota BZ4X vehicles (collectively the “Class Vehicles”), to provide Toyota Motor North America, Inc. (“Toyota”) with notice of violations and a demand pursuant to the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”).

It has come to our attention that the Toyota BZ4X vehicles identified above are equipped with a defective battery charging system that causes their 12-Volt Batteries to repeatedly lose their charge. The battery drain defect (hereinafter, the “Defect”) renders the vehicle unable to start and unable to drive. It also likewise damages the 12-volt battery itself.

Mr. Wade, a resident of San Joaquin County, California, purchased his 2023 Toyota BZ4X in or around March 2023 from Modesto Toyota Dealership in Modesto, California. Within a few weeks following Mr. Wade’s purchase of his BZ4X, the 12-volt battery in his vehicle had lost its charge. This occurred in or around late April 2023. Mr. Wade contacted his roadside assistance service to jumpstart the vehicle. Later in 2023, with the Vehicle’s approximate mileage at 2,000 miles, the 12-volt battery died again and it could not be jumpstarted, leading Mr. Wade to have the Toyota dealership tow the vehicle to have it serviced and to address the Defect. The dealership indicated that the battery equipped in Mr. Wade’s vehicle required replacement, after which Mr. Wade picked up the vehicle from the dealership.

Four Tower Bridge
200 Barr Harbor Drive
Suite 400
Conshohocken, PA 19428

Toyota Motor North America, Inc.

April 7, 2025

Page 2

The vehicle experienced this Defect yet again in December 2024, and Mr. Wade could not jumpstart the battery to operate his vehicle, once again instructing Toyota to tow the vehicle. Toyota Customer Care confirmed that the battery died when it arrived to tow Mr. Wade's vehicle. The Toyota dealership kept Mr. Wade's vehicle for approximately four weeks without providing a loaner vehicle. In mid-January 2025, when Mr. Wade contacted the dealership to check on his vehicle, he was alerted that the 12-volt battery needed to be replaced once again. Since March 2023, and after only approximately 5,000 miles, Mr. Wade's BZ4X has experienced a battery drain three times and has required two battery replacements.

The existence of the Defect was not disclosed to Mr. Wade when he purchased his vehicle. But because of it, Mr. Wade had to purchase a Level 2 charger - the same as those used at the Toyota dealership— incurring approximately \$4,800 in out-of-pocket expenses.

In light of the foregoing, Toyota has violated the CLRA by engaging in unfair, false, misleading, or deceptive acts or practices in the sale or lease of Class Vehicles containing the undisclosed Defect. This letter provides notice of our client's claims under the California Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750, *et seq.*

CLRA Claim

The CLRA is a comprehensive statutory scheme to protect consumers against unfair and deceptive business practices in connection with the conduct of businesses providing goods, property or services to consumers primarily for personal, family, or household use. Pursuant to Cal. Civ. Code § 1782(a) this letter serves as notice of Toyota's alleged violations of the CLRA, for which Mr. Wade and those similarly situated to him may recover their actual and/or statutory damages, punitive damages, injunctive relief, and any other relief that the court deems proper if Toyota's actions are not cured. *See* Cal. Civ. Code § 1780(a).

Mr. Wade specifically alleges that Toyota violated the CLRA by knowingly failing to disclose the existence of the Defect in Toyota's 2023 – 2025 BZ4X vehicles, including in his 2024 Toyota BZ4X. *See* Cal. Civ. Code § 1770(a)(5). Toyota also violated the CLRA by representing that the Class Vehicles is of a particular standard, quality, or grade, when it is not. *See* Cal. Civ. Code § 1770(a)(7); *see also* Cal. Civ. Code § 1770(a)(9), (16).

Demand for Mr. Wade and Members of the Proposed Class

Toyota has violated and breached warranties under the CLRA by selling Toyota BZ4Xs – including to Mr. Wade – that contain a defect without disclosing that material information, and by failing to provide a suitable fix or remedy. Mr. Wade and those similarly situated have suffered damages by virtue of, *inter alia*, the devaluation of their vehicles, having incurred out of pockets (such as the Level 2 charger Mr. Wade had to purchase), and by overpaying for them in the first place. Had Mr. Wade been aware of the Defect, he would not have purchased his vehicle or would have paid significantly less for it than he did.

Mr. Wade accordingly demands, on behalf of himself and all other similarly situated consumers, that Toyota:

- (a) Award actual damages representing, with interest, the ascertainable loss of out-of-pocket moneys and/or value suffered or to be suffered as a result of Toyota's omissions and/or misrepresentations related to the 2023-2025 BZ4Xs;
- (b) Disseminate injunctive and/or equitable relief, including the following:
 - 1. Issue a warranty extension to allow Class Vehicles time to receive repairs;
 - 2. Issue a Technical Service Bulletin addressing and fully resolving the remedy; and
 - 3. Agree that future service appointments relating to the issue and repairs will be at no charge to Class Members, regardless of warranty status.
- (b) Provide treble and punitive damages as provided for by statute;
- (c) Award reasonable attorneys' fees and expenses to Claimant's counsel; and
- (d) Award additional appropriate relief as deemed necessary or proper.

Please notify me if you plan to cure these violations. We, of course, hope that you will act immediately to rectify this situation and stand ready to discuss a reasonable resolution of this matter on the terms outlined above or on similar terms acceptable to Mr. Wade and similarly situated persons.

If you have any questions, require any additional information or would like to discuss these matters further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Johns", with a stylized, cursive script.

Benjamin F. Johns



JONATHAN SHUB^{†*}
BENJAMIN F. JOHNS^{*}
SAMANTHA E. HOLBROOK^{*}
ANDREA L. BONNER^{*}

^{*} ADMITTED IN PENNSYLVANIA AND NEW JERSEY

[†] ADMITTED IN NEW YORK, WASHINGTON, D.C., AND CALIFORNIA

April 7, 2025

VIA CERTIFIED MAIL 9589 0710 5270 2273 0465 39

Toyota Motor Engineering & Manufacturing North America, Inc.
Attn: Legal Department
25 Atlantic Avenue
Erlanger, Kentucky 41018

Re: **Demand Letter and Notice of Violations Pursuant to the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.**

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Toyota Motor Engineering & Manufacturing North America, Inc.

April 7, 2025

Page 2

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Benjamin F. Johns



JONATHAN SHUB^{†*}
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* ADMITTED IN PENNSYLVANIA AND NEW JERSEY

[†] ADMITTED IN NEW YORK, WASHINGTON, D.C., AND CALIFORNIA

April 7, 2025

VIA CERTIFIED MAIL 9589 0710 5270 2273 0465 46

Toyota Motor Sales, U.S.A., Inc.
Attn: Legal Department
6565 Headquarters Dr.
Plano, TX 75024

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

April 7, 2025

Page 2

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Toyota Motor Sales, U.S.A., Inc.
April 7, 2025
Page 3

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