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7  
8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 MICHAEL ROBEY, Individually and On  
11 Behalf of a Class of Similarly Situated  
12 Individuals,

13 Plaintiff,

14 v.

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

16 Defendant.

Case No.:

**CLASS ACTION COMPLAINT FOR:**

**(1) Violations of California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);**

**(2) Violations of California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*);**

**(3) Breach of Implied Warranty Pursuant to California Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*) and Cal. Comm. Code § 2314;**

**(4) Violations of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*); and,**

**(5) Fraudulent Omission.**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1  
2           1.       Plaintiff Michael Robey (“Plaintiff”) brings this action individually and on behalf  
3 of all similarly situated persons (“Class Members”) who purchased or leased 2010 through 2011  
4 Toyota Prius vehicles in the United States (“Class Vehicles”) that were designed, manufactured,  
5 distributed, marketed, sold and leased by Defendant Toyota Motor Sales, U.S.A., Inc.  
6 (“Defendant” or “Toyota”).

7           2.       Beginning in 2010, if not before, Defendant knew that the Class Vehicles contain  
8 one or more design and/or manufacturing defects in their headlight systems that can cause their  
9 low beam headlights to burn out prematurely (“Headlight Defect”).

10          3.       The Headlight Defect has been documented to occur without warning during  
11 vehicle operation and poses an extreme and unreasonable safety hazard to drivers, passengers  
12 and pedestrians. Numerous Class Vehicle owners have reported suddenly losing one or both  
13 low beam headlights while driving at night in dimly lit areas, on the highway and/or under other  
14 circumstances where properly functioning headlights are crucial. The Headlight Defect has  
15 been documented to occur repeatedly throughout the life of the class vehicles with many owners  
16 reporting the need to replace multiple sets of headlights within the same year. The Headlight  
17 Defect has also been documented to cause the headlight housing and/or other component parts  
18 to melt and, on information and belief, poses a vehicle fire hazard as well.

19          4.       In addition to these obvious safety hazards, the cost to repair the Headlight  
20 Defect can be exorbitant, requiring consumers to pay significant sums over the life of their Class  
21 Vehicles.

22          5.       Plaintiff is informed and believes, and based thereon alleges, that Defendant  
23 knew that the Class Vehicles were defective and not fit for their intended purpose of providing  
24 consumers with safe and reliable transportation at the time of the sale and thereafter.  
25 Nevertheless, Defendant actively concealed the Headlight Defect from Plaintiff and the other  
26 Class Members, and failed to disclose it to them, at the time of purchase or lease and thereafter.  
27 Had Plaintiff and prospective Class Members known about the Headlight Defect, they would  
28 not have purchased the Class Vehicles or would have paid less for them.

1           6. Plaintiff is informed and believes, and based thereon alleges, that despite notice  
 2 of the Defect from, among other things, pre-production testing, numerous consumer  
 3 complaints, warranty data, and dealership repair orders, Defendant has not recalled the Class  
 4 Vehicles to repair the Defect, has not offered its customers a suitable repair or replacement  
 5 free of charge, and has not offered to reimburse the Class Vehicles' owners and leaseholders  
 6 the costs they incurred relating to diagnosing and repairing the Headlight Defect.

7           7. Toyota knew of and concealed the Headlight Defect that is contained in every  
 8 Class Vehicle, along with the attendant dangerous safety problems and associated repair costs,  
 9 from Plaintiff and the other Class Members both at the time of sale and repair and thereafter.  
 10 As a result of their reliance on Defendant's omissions and/or misrepresentations, owners  
 11 and/or lessees of the Class Vehicles have suffered ascertainable loss of money, property,  
 12 and/or loss in value of their Class Vehicles.

### **PARTIES**

#### **Plaintiff Michael Robey:**

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 14  
 15           8. Plaintiff Michael Robey is a California citizen who lives in Alameda,  
 16 California. Mr. Robey purchased a new 2010 Toyota Prius from Toyota of Berkeley, in  
 17 Berkeley, California, in December of 2010. Mr. Robey purchased this vehicle primarily for  
 18 his personal, family or household purposes. This vehicle was designed, manufactured, sold,  
 19 distributed, advertised, marketed and warranted by Toyota.

20           9. In or about April 2014, Mr. Robey noticed that his driver's side headlight was  
 21 not functioning properly. Mr. Robey took his vehicle to Toyota of Berkeley and, upon  
 22 inspection, it was determined that both the driver's side and passenger's side low beam  
 23 headlights were burned out, and that the driver's side headlight assembly was melted. The  
 24 dealer replaced both bulbs and the driver's side headlight assembly at a charge of \$720.08,  
 25 which Mr. Robey paid out-of-pocket.

26           10. At all times, Mr. Robey has driven his vehicle in a foreseeable manner and in the  
 27 manner in which it was intended to be used.  
 28

1 **Defendant:**

2 11. Defendant is a California corporation with its principal place of business  
3 located at 19001 S. Western Avenue, Torrance, CA 90501 and doing business in California  
4 and throughout the United States.

5 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
6 acts and omissions alleged herein was performed by, or is attributable to, Defendant.

7 **JURISDICTION**

8 13. This is a class action.

9 14. This Court has jurisdiction over this action under the Class Action Fairness Act,  
10 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum  
11 value of \$5,000,000, exclusive of interests and costs. This court also has federal question  
12 jurisdiction over this action under 28 U.S.C. §1331 because Plaintiff's claims under the  
13 Magnuson-Moss Act arise under federal law. This Court has personal jurisdiction over  
14 Defendant because it is registered to conduct business in California, has sufficient minimum  
15 contacts with California, and/or otherwise intentionally avails itself of the markets within  
16 California, through the promotion, sale, marketing and distribution of its vehicles in  
17 California, so as to render the exercise of jurisdiction by this Court proper and necessary.

18 **VENUE**

19 15. Venue is proper in this District because Defendant transacts business in this  
20 District and a substantial part of the acts and omissions alleged herein took place in this  
21 District, as Plaintiff is a resident of this District and purchased his Class Vehicle at a Toyota  
22 dealership located in this District. Plaintiff's counsel's Declaration pursuant to California  
23 Civil Code section 1780(d), which reflects that a substantial part of the events or omissions  
24 giving rise to the claims alleged herein occurred, or a substantial part of property that is the  
25 subject of this action is situated, in this District, is attached hereto as Exhibit 1.

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**FACTUAL ALLEGATIONS**

1  
2 16. For years, Toyota has designed, manufactured, distributed, sold, and leased the  
3 Class Vehicles. Upon information and belief, it has sold, directly or indirectly through dealers  
4 and other retail outlets, many thousands of Class Vehicles in California and nationwide.

5 17. The Headlight Defect causes the Class Vehicles' low beam headlights to burn out  
6 unexpectedly and prematurely, and has been documented to cause the headlight housing and/or  
7 other component parts to melt as well. The Headlight Defect is particularly dangerous because  
8 it can occur without warning during conditions where functioning headlights are crucial, such as  
9 while driving on unlit roads or the highway at night.

10 18. Plaintiff is informed and believes, and based thereon alleges, that, as early as  
11 2010, if not before, Toyota became aware of the Headlight Defect through sources not  
12 available to Plaintiff and Class Members, including, but not limited to, pre-production testing,  
13 pre-production design failure mode and analysis data, production design failure mode and  
14 analysis data, early consumer complaints made exclusively to Toyota's network of dealers and  
15 directly to Toyota, aggregate warranty data compiled from Toyota's network of dealers,  
16 testing conducted by Toyota in response to consumer complaints, and repair order and parts  
17 data received by Toyota from Toyota's network of dealers.

18 19. On information and belief, Toyota tacitly acknowledged the Headlight defect  
19 through service bulletins issued only to its dealers, and/or other non-public communications.

20 20. Toyota had and has a duty to disclose the Headlight Defect and the associated  
21 repair costs to Class Vehicle owners, among other reasons, because the Defect poses an  
22 unreasonable safety hazard; because Toyota had and has exclusive knowledge or access to  
23 material facts about the Class Vehicles and their headlight systems that were and are not  
24 known to or reasonably discoverable by Plaintiff and the other Class Members; and because  
25 Toyota has actively concealed the Headlight Defect from its customers.

26 21. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles  
27 have experienced the Headlight Defect. The following example complaints filed by  
28 consumers with the National Highway Traffic Safety Administration ("NHTSA") and posted

1 on the Internet demonstrate that the defect is widespread and dangerous (note that spelling and  
2 grammatical mistakes remain as found in the original):

- 3
- 4 • NHTSA Complaint: THE LOW BEAM HEAD LIGHTS CONSTANTLY  
5 BURN OUT. MY CAR IS AT 108,500 MILES, AND I HAVE  
6 REPLACED THE LOW BEAM BULBS AT LEAST 5 TIMES IN THE  
7 LAST 3 YEARS. I HAVE HAD THIS OCCUR WHILE DRIVING ON  
8 THE INTERSTATE 5. ANOTHER DRIVER ON THE HIGHWAY  
9 FLASHED LIGHTS AT ME, PULLED UP NEXT TO ME, TO  
10 INDICATE THAT MY LIGHTS WERE OUT. I HAD TO DRIVE WITH  
11 THE HIGH BEAMS ON FOR OVER 20 MILES. IT WAS A VERY  
12 DANGEROUS SITUATION, BECAUSE IT WAS BLINDING TO  
13 OTHER DRIVERS. HOWEVER, IF I HAD NOT DONE THIS, I  
14 WOULD HAVE BEEN DRIVING WITH NO LIGHTS AT ALL. THIS  
15 HAS HAPPENED TO ME THREE TIMES AFTER REPLACING THE  
16 BULBS, WHICH WILL LAST FOR A WHILE ,BUT QUICKLY STOP  
17 WORKING. I HAVE OWNED SEVERAL CARS AND HAVE NEVER  
18 HAD TO REPLACE THE HEADLIGHTS EVEN ONCE.
  - 19 • NHTSA Complaint: THREE TIMES IN THE PAST 12 MONTHS I  
20 HAVE HAD MY ONE OR THE OTHER OF MY HEADLIGHTS DIM  
21 AND GO OUT. THE FIRST TIME I REPLACED BOTH HEADLIGHTS  
22 ASSUMING THE LIGHT NEEDED TO BE REPLACED SO I SHOULD  
23 JUST DO BOTH. IT HAS OCCURRED TWO ADDITIONAL TIMES  
24 AND FINALLY, LAST NIGHT, I RETURNED TO MY PARKED CAR  
25 TO DISCOVER BOTH HEADLIGHTS WERE OUT. I WAS FORCED  
26 TO DRIVE HOME SWITCHING BETWEEN HIGH BEAMS AND NO  
27 LIGHTS. REPLACING BULBS EVERY FEW MONTHS SEEMS  
28 EXCESSIVE. LOSING HEADLIGHTS IN THE DARK IS  
DANGEROUS. THIS PROBLEM NEEDS TO BE ADDRESSED BY  
TOYOTA AND A RECALL NEEDS TO BE INITIATED.
  - NHTSA Complaint: MY LOW BEAN HEADLIGHTS KEEP BURNING  
OUT ON MY PRIUS. I HAVE REPLACED THEM WITH OEM  
REPLACEMENT BULBS AND OTHER HIGH QUALITY AFTER  
MARKET BULBS AND NO MATTER WHICH ONE IT IS IT  
CONTINUES TO BURN OUT. THEY CONTINUALLY BURN OUT  
AFTER VERY LITTLE USE AND IN A VERY SHORT TIME FRAME.  
I MAKE SURE I FOLLOW THE RECOMMENDED HANDLING AND  
INSTALLATION PROCEDURES TO ENSURE I DON'T  
COMPROMISE OR WRONGLY INSTALL THE BULBS. THIS IS A  
MAJOR HAZARD WHILE DRIVING DOWN THE ROAD. I NEVER  
KNOW WHEN MY HEADLIGHTS ARE GOING TO FAIL. THIS HAS  
OCCURRED AT NIGHT AND IN WEATHER WHERE HEADLIGHTS  
WERE NEEDED. THIS IS A MAJOR SAFETY HAZARD AND FROM  
READING FORUMS, THIS IS A COMMON PROBLEM WITH 2010

1 TOYOTA PRIUS. THIS IS A SAFETY ISSUE THAT NEEDS TO BE  
2 ADDRESSED BY TOYOTA.

- 3 • NHTSA Complaint: FOR THE PAST YEAR, THE LOW BEAMS ON  
4 MY 2010 PRIUS CONTINUE TO BURN OUT WITHIN A FEW  
5 MONTHS OF BEING REPLACED. I HAVE HAD TO DRIVE TWICE  
6 IN THE DARK WITH NO LOW BEAMS AND HAD TO USE MY  
7 HIGH BEAMS UNTIL I WAS ABLE TO GET HOME/BUY NEW  
8 BULBS. IT DOESN'T MATTER WHAT BRAND OR TYPE OF BULB I  
9 USE, THEY ARE BURNING OUT WITHIN 4560 DAYS OF  
10 REPLACEMENT. IT'S EXTREMELY DANGEROUS ESPECIALLY  
11 SINCE I SPEND A MAJORITY OF MY TIME DRIVING FOR WORK.  
12 THE TOYOTA DEALER I TOOK MY VEHICLE TO IN MAY 2016  
13 TOLD ME THERE WAS NO PROBLEM, THEY'D NEVER HEARD OF  
14 ANY PROBLEMS WITH THE LIGHTS, AND THAT I JUST NEEDED  
15 TO BUY "EXPENSIVE" BULBS. AFTER INSTALLING THE MOST  
16 EXPENSIVE BULBS I COULD FIND, BOTH HEADLIGHTS BURNED  
17 OUT WITHIN 60 DAYS. IT'S VERY FRUSTRATING BUYING NEW  
18 BULBS EVERY 2 MONTHS.
- 19 • NHTSA Complaint: LOW BEAM HEADLIGHTS FAILED WITH LESS  
20 THAN 10,000 MILES SINCE LAST REPLACEMENT.
- 21 • NHTSA Complaint: LOW BEAM HEADLAMP BULBS FAIL  
22 REPEATEDLY IN LESS THAN 6 MONTHS. THIS HAPPENS  
23 REGARDLESS OF BULB BRAND OR MODEL. I HAVE HAD THESE  
24 PROFESSIONALLY INSTALLED AT MULTIPLE SHOPS. HAPPENS  
25 ON BOTH SIDES, BUT THE LATEST IS ON DRIVER SIDE.
- 26 • NHTSA Complaint: MY HEADLIGHT CAUGHT FIRE AND  
27 SEVERELY BURNED MY CAR. I WAS DRIVING DOWN THE  
28 ROAD ON A CITY STEET AND SAW A WISP OF SMOKE AND  
PULLED OVER INTO A STORE PARKING LOT. I HAD NO  
WARNING LIGHTS INDICATING ANYTHING WAS WRONG. IT  
BEGAN TO SMOKE MORE, AND I CAUTIOUSLY OPENED THE  
HOOD TO SEE A FIRE COMING FROM MY DRIVERS SIDE  
HEADLIGHT AREA. WITHIN SECONDS THERE WAS A BLAZE,  
AND IT TOOK 3 FIRE EXTINGUISHERS TO PUT IT OUT. THE FIRE  
DEPARTMENT CONFIRMED THAT THE FIRE ORIGINATED FROM  
THE HEADLIGHT. I HAD PREVIOUSLY EXPERIENCED  
PROBLEMS WITH MY HEADLIGHT BECOMING DULL AND  
CLOUDY. AN EARLIER NHTSA INVESTIGATION DID NOT  
RESULT IN A RECALL. I THINK IT'S THE SAME PROBLEM WITH  
THE HEADLIGHT, ONLY MUCH WORSE. IF THERE WERE NOT  
MULTIPLE FIRE EXTINGUISHERS AVAILABLE THE CAR COULD  
HAVE EASILY EXPLODED BEFORE THE FIRE DEPARTMENT

1 ARRIVED. IT COULD HAVE EASILY CAUSED HARM TO OTHER  
2 PEOPLE.

- 3 • NHTSA Complaint: LOW BEAM BULBS CONSTANTLY FAILING,  
4 HAVE TO REPLACE EVERY FEW MONTHS! SOMETIMES BOTH  
5 BULBS WILL FAIL AT THE SAME TIME, LEAVING YOU WITH  
6 ONLY HIGH BEAMS. TOYOTA ISSUED A TSB IN 10/12 ABOUT A  
7 FIX INVOLVING MODIFICATION TO THE WIRING HARNESS BUT  
8 SAYS THEY WILL ONLY REPAIR THIS PROBLEM FOR CARS  
9 UNDER 36K MILES OR 36 MONTHS FROM DATE OF PURCHASE,  
10 WHICH MEANS MANY OF THE CARS WITH THIS PROBLEM  
11 WERE ALREADY OUT OF THE WARRANTY PERIOD WHEN THE  
12 TSB WAS ISSUED. NO HEADLIGHTS IS A SERIOUS SAFETY  
13 ISSUE AND THIS REPAIR SHOULD BE MADE AVAILABLE TO  
14 ANY OWNER WITH THIS PROBLEM AT NO COST. IT APPEARS  
15 THAT THE COST OF HAVING THIS TSB DONE IS SEVERAL  
16 HUNDRED DOLLARS.
- 17 • NHTSA Complaint: ON APRIL 14, BOTH MY LOWBEAM STOPPED  
18 WORKING. UNFORTUNATELY I WAS FORCED TO DRIVE HOME  
19 IN THE DARK, ON A WINDING CANYON ROAD ALTERNATING  
20 BETWEEN NO LIGHT AND HIGHBEAMS. I TOOK MY CAR THE  
21 NEXT MORNING TO TOYOTA OF N. HOLLYWOOD FOR REPAIR. I  
22 ASSUMED IT WOULD BE A FUSE OR LOOSE WIRE. I THOUGHT  
23 IT HIGHLY UNLIKELY THAT BOTH LIGHTS WOULD GO OUT AT  
24 THE EXACT SAME TIME. MY SERVICE MANAGER INFORMED  
25 ME THIS WAS NOT UNCOMMON. HE QUOTED ME \$110 FOR  
26 PARTS AND LABOR. RELUCTANTLY I GAVE THE "GO AHEAD"  
27 FOR THE REPLACEMENT (WHAT CHOICE DID I REALLY  
28 HAVE???). ABOUT AN HOUR AFTER LEAVING MY CAR FOR THE  
REPLACEMENT, I RECEIVED A CALL FROM THE SERVICE MGR.  
INFORMING ME THAT THE HOUSING ON FOR THE LEFT LIGHT  
WAS "MELTED" AND IT WOULD NEED TO ALSO BE REPLACED  
AT A COST OF \$350. I ASKED IF THIS WAS COVERED UNDER  
WARRENTY (2010 CAR WITH 40300 MILES) AND WAS TOLD NO.  
I SAID THAT THIS SOUNDS LIKE A DESIGN FLAW, AS SURELY  
THE WHEN THE HOUSING WAS CREATED, THE HEATING  
ELEMENT AND OUTPUT OF THE STANDARD LIGHT BULB  
WOULD BE TAKEN INTO CONSIDERATION IN THE DESGN. MY  
SERVICE MGR. INFORMED ME THAT IT WAS NOT UNCOMMON  
AS IT HAPPENS TO TACOMA'S QUITE FREQUENTLY. AGAIN, I  
RELUCTANTLY GAVE THE GREEN LIGHT FOR THE REPAIR,  
AND REQUESTED THAT I BE GIVEN ALL PARTS UPON WHEN I  
PICKED UP MY CAR. AFTER GETTING OFF THE PHONE, I  
REALIZED THROUGH AN ONLINE SEARCH THAT 1) THERE WAS  
A RECALL IN PLACE FOR 2004-2009 PRIUS FOR LIGHTING  
ISSUES; AND 2) THERE WAS A RECALL FOR TACOMA'S FOR



1 THE MELTING ISSUE. CLEARLY THIS IS STILL A ISSUE. I FOUND  
2 ANOTHER PERSON ON THIS VERY SITE WHO SHARED THE  
3 VERY SAME PROBLEM HE HAD FOUR DAYS BEFORE ME. THE  
4 RECALL FOR THE PRIUS MUST BE EXTENDED. LOOKING  
5 ONLINE, THERE ARE HUNDREDS OF COMPLAINTS GOING  
6 BEYOND THE SCOPE OF THE YEARS INCLUDED IN THE  
7 ORIGINAL RECALL. THIS LITTLE REPAIR COST OVER \$540  
8 DOLLARS. SHAMEFUL ON TOYOTA

- 6 • NHTSA Complaint: ONE OF MY HEADLIGHTS WENT OUT A  
7 COUPLE OF MONTHS AGO, SO I REPLACED BOTH. A FEW  
8 WEEKS LATER, I WAS DRIVING ON AN INTERSTATE HIGHWAY  
9 AT NIGHT, ROUGHLY 8PM, AND MY BOTH OF MY HEADLIGHTS  
10 WENT OUT. THEY WOULD NOT COME BACK ON. ONLY THE  
11 HIGHBEAMS WERE FUNCTIONAL. AFTER SPEAKING WITH MY  
12 LOCAL TOYOTA DEALERSHIP, THIS IS A KNOWN ISSUE OF A  
13 FAULTY WIRING HARNESS. THE LOCAL DEALERSHIP REFUSED  
14 TO REPLACE THE FAULTY WIRING. I FIND IT DIFFICULT TO  
15 COMPREHEND HOW A CAR'S MOST BASIC SAFETY FEATURE,  
16 MAYBE ASIDE FROM THE BRAKES, IS SUFFERING FROM A  
17 KNOWN ISSUE AND NOTHING HAS BEEN DONE. WITHOUT AN  
18 INTERVENTION IN THIS MATTER, TOYOTA'S WILLINGNESS TO  
19 IGNORE THIS PROBLEM, AS THEY HAVE WITH MANY OTHERS  
20 IN THE PAST, WILL CERTAINLY LEAD TO DEATH.
- 16 • NHTSA Complaint: BOTH OF MY LOW BEAM HEADLIGHTS  
17 WENT OUT SUDDENLY. I DIDN'T REALIZE IT UNTIL I WAS  
18 DRIVING ONTO THE FREEWAY AND HAD TO TURN ON MY  
19 HIGH BEAMS SO I WOULDN'T CRASH WHILE ON THE DARK  
20 ONRAMP OF THE FREEWAY. THE HOUSING OF THE LEFT LOW  
21 BEAM IS BLOWN OUT. I BROUGHT IN MY PRIUS TO THE  
22 DEALERSHIP AND THEY WOULD NOT COVER THIS EVEN  
23 THOUGH I HAVE THE PLATINUM WARRANTY.
- 21 • NHTSA Complaint: OVER THE LAST 3 YEARS, MY DIM BULBS  
22 HAVE BEEN BLOWING FREQUENTLY. I USUALLY DON'T  
23 NOTICE THIS UNTIL I DRIVE AT NIGHT, WHICH I TRY TO  
24 AVOID. LAST WEEKEND, IT HAPPENED AGAIN. THEY HAD  
25 BEEN REPLACE ABOUT 3 MONTHS AGO. BRIGHT LIGHTS WORK  
26 FINE BUT NO DIMS. I HAVE NEVER HAD THIS PROBLEM WITH  
27 OTHER CARS. IT IS REALLY MORE AGGRAVATING NOW THAT  
28 MY SON HAS MOVED FAR AWAY AND I HAVE TO SEARCH FOR  
SOMEONE TO REPLACE THEM. I RECENTLY READ ONLINE  
THAT THIS IS A PROBLEM WITH PRIUS CARS. WHY NO  
RECALL?

- 1 • NHTSA Complaint: LOW BEAMS CONTINUALLY BLOWING. THIS  
2 TIME TOGETHER. I AM TOLD THIS MAY BE A COSTLY FIX.  
3 VERY DANGEROUS.
- 4 • NHTSA Complaint: 2010 TOYOTA PRIUS HEADLIGHTS BURN OUT  
5 FREQUENTLY. ONE OF THE HEADLIGHTS BURN OUT EVERY 5  
6 TO 6 MONTHS. I CAN'T JUST REPLACE THE BURNT OUT BULB  
7 AS THE OTHER ONE THEN BURNS OUT.
- 8 • NHTSA Complaint: HEADLIGHTS STOPPED WORKING. I GOT  
9 INTO MY CAR TO DRIVE TO WORK AND FOUND ONE BULB  
10 OUT. THAT NIGHT I GOT INTO MY CAR TO DRIVE HOME AND  
11 FOUND THE OTHER BULB OUT. I HAD TO DRIVE HOME IN THE  
12 RAIN WITH NO HEADLIGHTS, USING MY HIGH BEAMS  
13 WHENEVER POSSIBLE. CHANGED OUT THE BULBS NUMEROUS  
14 TIMES AND NOTHING CAME ON. WHEN TAKEN TO THE  
15 DEALERSHIP WAS TOLD AN UPDATED WIRING HARNESS WAS  
16 NEEDED AND WOULD COST ME NEARLY \$800! IF THE WIRING  
17 HARNESS NEEDED TO BE UPDATED, TOYOTA CLEARLY KNEW  
18 THERE WAS AN ISSUE CAUSING THE HEADLIGHTS TO SHORT. I  
19 NOW HAVE A VEHICLE THAT I CANNOT DRIVE SAFELY  
20 BECAUSE I CANNOT AFFORD TO FIX TOYOTA'S DEFECTIVE  
21 EQUIPMENT!
- 22 • NHTSA Complaint: HEADLIGHTS HAVE GONE OFF WHILE  
23 DRIVING AT NIGHT. REPLACEMENT OF THE BULBS BEGAN IN  
24 2013. ONLY RECENTLY WHILE DRIVING AT NIGHT ON THE  
25 INTERSTATE AND BACK ROADS, DID WE REALIZE THAT WERE  
26 SOMETIMES WORKING AND THIS WAS A REOCCURRING ISSUE.
- 27 • NHTSA Complaint: LOW BEAM HEADLAMPS CONTIUALLY FAIL.  
28 I'VE HAD TO REPLACE LIGHTS NO LESS THAT 8 TIMES SINCE  
2012! NOT ONLY AN EXPENSE, BUT POSES A SIGNIFICANT  
HAZARD. I WAS TOLD RECENTLY THE THE CAUSE IS A KNOWN  
DEFECT IN THE WIRING HARNESS WHICH HAS SINCE BEEN  
CORRECTED. HOWEVER, ON 2 OCCASIONS THE LOCAL  
TOYOTA DEALER TOLD ME THAT THE "SYSTEM" I FINE AND  
THAT I HAVE TO BE MORE CAREFUL IN REPLACING THE  
BULBS. THE CAR CAN BE PARKED, OR ACTIVE. THERE IS NOW  
WARNING OR SPECIFIC MILAGE. SEEMS RANDOM. MOST  
RECENT OCCURRENCE 01/24/2016.
- NHTSA Complaint: LOW BEAM HEADLIGHTS REPEATEDLY STOP  
WORKING. REPLACED BULBS MULTIPLE TIMES. THEY STOP  
WORKING EVERY FEW MONTHS. LAST WEEK, THEY BOTH  
EXTINGUISHED AT THE SAME TIME. HAD TO DRIVE HOME IN

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THE DARK, UNTIL I REALIZED THE HIGH BEAMS WORKED. TOYOTA WON'T REPAIR THE DEFECT.

- NHTSA Complaint: HEADLIGHT OUT LAST YEAR. REPLACED BOTH. ONE HEADLIGHT OUT THIS MONTH. REPLACED THE ONE WITH PREVIOUS YEAR GOOD BULB. NOW, BOTH LOW BEAMS OUT, ONLY HIGH BEAMS WORK. \*JS
- NHTSA Complaint: I REPLACED BOTH HEADLAMPS AFTER HAVING THE PASSENGER SIDE LOW BEAM GO OUT ABOUT TWO WEEKS AGO. THIS MORNING ON MY WAY TO WORK, IN THE DARK, I HAD THAT SAME LAMP GO OUT AGAIN. I TURNED AROUND TO HEAD BACK HOME WHEN THE DRIVER SIDE LAMP WENT OUT AS WELL. I WAS ONLY A FEW BLOCKS FROM HOME AT LEAST BUT THIS IS COULD HAVE BEEN INCREDIBLY DANGEROUS.
- NHTSA Complaint: REPETITIVE AND FREQUENT LOW BEAM BULB FAILURES. REPLACEMENT BULBS LASTING ONLY 3 TO 6 MONTHS BEFORE NEEDING TO BE REPLACED AGAIN. ALWAYS DRIVE WITH THE HEADLIGHTS ON LOW BEAM DURING THE DAY.
- NHTSA Complaint: HEADLIGHTS CONTINUE TO BURN OUT. WE HAVE CHANGED ONE OR BOTH HEADLIGHTS AT LEAST SIX TIMES SINCE MAY 2015. THIS HAPPENS UNEXPECTEDLY, GOING DOWN THE ROAD AT NIGHT ONE OR BOTH HEADLIGHTS WILL BURN OUT. WHEN YOU CHANGE THEM, WILL LAST A COUPLE WEEKS TO MONTHS. VERY SCARY WHEN GOING DOWN A TWO LANE BACK COUNTRY ROAD AT NIGHT. ANY HELP WOULD BE GREATLY APPRECIATED.
- NHTSA Complaint: LOW BEAM HEADLIGHTS STOPPED WORKING DURING NIGHT DRIVING. HAD TO DRIVE HOME WITH HIGH BEAMS ONLY AT NIGHT. FELT ENDANGERED AND VERY UNSAFE BOTH FOR MYSELF AND THE PUBLIC. \*TR
- NHTSA Complaint: I WAS DRIVING BACK HOME FROM WORK ON A COUNTRY ROAD AT NIGHT WHEN MY LOW BEAM LIGHTS BOTH WENT OUT. I HAD TO DRIVE HOME WITH MY HIGH BEAMS ON. THIS IS THE 4TH SET OF HEADLIGHTS IN A YEAR THAT WE HAVE REPLACED. \*TR
- NHTSA Complaint: DRIVING HOME AT NIGHT GOING APPROXIMATELY 40 MPH BOTH LOW BEAM HEAD LIGHTS WENT OUT AT THE SAME TIME. TURNED ON THE HIGH BEAM

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AND THEY WORKED OK. BOUGHT NEW BULBS THE NEXT DAY AND INSTALLED BUT DID NOT RESOLVE THE PROBLEM. \*TR

- NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA PRIUS. THE CONTACT STATED THAT THE LOW BEAM HEADLIGHTS FAILED AND THE CONTACT HAD TO UTILIZE THE HIGH BEAMS IN ORDER TO DRIVE AT NIGHT. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER. THE TECHNICIAN REPLACED THE LOW BEAM LIGHTS BUT THE FAILURE RECURRED. ALSO, THE CONTACT MENTIONED THAT BEFORE THE SHORT IN THE LOW BEAMS, THE MARKER LIGHTS HAD TO BE REPLACED AS WELL. THE VEHICLE WAS REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 35,000 AND THE CURRENT MILEAGE WAS 70,000. UPDATED 11/24/14\*LJ UPDATED 05/06/2015 \*JS
- NHTSA Complaint: 2010 TOYOTA IV PRIUS: RETURNING HOME AT NIGHT IN A DARK, RURAL COUNTRY AREA OF PENNSYLVANIA. WINDY, TWO-LANE ROAD WITH FREQUENT OPPOSING TRAFFIC. LEFT FRONT HEADLIGHT GOES OUT MAKING IT VERY DIFFICULT TO SEE WITH REMAINING HEADLIGHT. SWITCHED TO HIGH BEAMS WHICH WORKED OK UNTIL OPPOSING TRAFFIC APPEARED AND HAD TO SWITCH BACK TO LOW BEAM (SINGULAR). A DANGEROUS SITUATION WITH OPPOSING HEADLIGHTS IN YOUR EYES AND NOT ENOUGH LIGHT FROM MY OWN CAR TO ILLUMINATE THE ROAD IN FRONT OF ME. LATER, IT TURNED OUT THAT THE HEADLAMP BULB WAS OK AND "SOMETHING" WAS MAKING IT EITHER INTERMITTENT OR GO OUT COMPLETELY. SOMETIMES STRIKING THE HEADLIGHT LENS ASSEMBLY WITH THE HEEL OF YOUR HAND WOULD GET THE LIGHT TO COME BACK ON. MY WIFE RECENTLY WAS CITED FOR DRIVING WITH A HEADLIGHT OUT IN OUR LOCAL AREA. THIS IS NOT A SAFE SITUATION AND THE LOCAL DEALER SAYS HE CAN'T HELP US. \*TR
- NHTSA Complaint: WE HAVE OWNED THIS VEHICLE SINCE IT HAS BEEN NEW AND HAVE REPLACED THE DRIVER'S SIDE FRONT HEADLIGHT ANNUALLY. THIS TIME IT WENT OUT JUST 4 WEEKS AFTER A LOCAL MECHANIC REPLACED THE BULB. WHEN I TOOK IT TO TOYOTA AND COMPLAINED OF THE PROBLEM AND ASKED ABOUT A WARRANTY FIX I WAS TOLD THAT THE PRIOR BULB HAD BEEN INSTALLED INCORRECTLY AND NOW THE ENTIRE HEADLIGHT SHOULD BE REPLACED FOR \$500. THIS IS THE SAME PROBLEM WE HAVE ALWAYS HAD. \*TR

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- NHTSA Complaint: THE HEADLIGHTS BURN OUT ON A REGULAR BASIS. SHORTLY AFTER REPLACING THE BULB IT WILL BURN OUT AGAIN (USUALLY WITHIN A WEEK). AT TIMES BOTH SIDES BURN OUT AT THE SAME TIME WITHOUT WARNING CAUSING A SAFETY HAZARD. THIS IS A KNOWN PROBLEM FOR TOYOTA PRIUS PRODUCTS. WE HAVE CONTACTED THE COMPANY WHO STATES THIS PROBLEM WAS RESOLVED WITH THE 09 MODEL YEAR AND REFUSE TO ADMIT OR ASSIST WITH REPAIRS OF THE KNOWN ELECTRICAL DEFECT. \*TR
- NHTSA Complaint: LOW BEAM HEADLIGHT BULBS BURN OUT MUCH FASTER THAN THEY SHOULD. I HAVE REPLACED BOTH LOW BEAM BULBS AT LEAST 6 TIMES IN THE LAST 2 YEARS. TYPICAL BULBS SHOULD LAST WELL OVER A YEAR, WHEREAS MINE ONLY LAST 23 MONTHS. I DO NOT DRIVE WITH HEADLIGHTS ON DURING THE DAY. THIS HAPPENS WITH BOTH LOW BEAMS, BUT NOT SIMULTANEOUSLY. AS A RESULT, I AM INSTALLING NEW BULBS EVERY OTHER MONTH. I NEVER TOUCH THE BULBS (ALWAYS WEAR DISPOSABLE GLOVES) SO THIS IS NOT A RESULT OF FINGER OIL REDUCING THE BULB LIFE. \*TR
- NHTSA Complaint: I WAS LEAVING A PARKING SPACE AND EXITING THE PARKING AREA WHEN BOTH HEADLIGHTS WENT OFF LEAVING ME IN THE DARK. I PULLED OVER AND TURNED THEM ON AND OFF SEVERAL TIMES BUT NOTHING HAPPENED. I HAD THE RUNNING LIGHTS, THE TURN SIGNALS, THE HIGH BEAMS BUT NO LOW BEAMS. I DROVE HOME WITH MY HIGH BEAMS ON. I WENT TODAY AND REPLACED BOTH BULBS THEN TRIED THE LIGHTS AGAIN. NOTHING. I TOOK THE BULBS BACK AND EXCHANGED THEM AND STILL NO HEADLIGHTS. \*TR
- NHTSA Complaint: FLEET 2010 TOYOTA PRIUS. CONSUMER WRITES IN REGARDS TO VEHICLES HEADLIGHTS MALFUNCTION. \*SMD THE CONSUMER STATED HE HAD TO ROUTINELY REPLACE 78 HEADLAMPS PER WEEK ON THE FLEET OF 40 VEHICLES. THE DEALER INFORMED THE CONSUMER THE FREQUENT BURNOUT OF THE BULBS WAS LIKELY DUE TO WITHER SECURITY OFFICERS NOT PROPERLY CARING FOR THE VEHICLE OR THE VEHICLES BEING USED MORE FREQUENTLY FOR PERSONAL USE. ALSO, THE WIRING HARNESS FAILED ON THE VEHICLES. THE CONSUMER STATED THERE IS CURRENTLY 1 VEHICLE IN THE SHOP NOW, AND THE

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DEALER QUOTED A PRICE OF \$8,000.00 TO REPLACE THE WIRING HARNESS.\*JB

- NHTSA Complaint: THE LOW BEAM BULB LAMP CAME LOOSE FROM ITS HOUSING MELTING THE SOCKET, AND WHILE STILL "WORKING" DID NOT PROVIDE PROPER ILLUMINATION FOR NIGHT DRIVING AND PERHAPS POSED A FIRE HAZARD. UPON TAKING TO THE DEALER, THEY REPLACED THE ENTIRE UNIT (FOR \$720.08) AND HAVE ORDERED A RETROFIT BRACKET (IT IS ON BACK ORDER) THAT THEY WILL INSTALLED TO PREVENT REOCCURRENCE. SEEMS THERE IS A PROBLEM THEY KNOW IT BUT THE PUBLIC BARES THE COST AND POSSIBLE SAFETY ISSUES ASSOCIATED WITH THE PROBLEM. THEY ARE NOT TAKING ANY PROACTIVE ACTION TO INSTALL A RETROFIT BRACKET TO PREVENT THE WORKING LAMP ON THE OPPOSITE SIDE OF THE CAR FROM DISLODGING AND CAUSING A SIMILAR PROBLEM. \*TR
- NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA PRIUS. THE CONTACT STATED THAT THE LOW BEAM HEADLIGHTS FAILED AND HAD TO BE REPLACED EVERY FEW MONTHS. THE VEHICLE WAS NOT DIAGNOSED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 95,000 AND THE CURRENT MILEAGE WAS 100,000. UPDATED 6/17/14\*CN
- NHTSA Complaint: THE DRIVER'S SIDE HEADLIGHT WENT OUT IN LATE MARCH 2014. IT WAS REPLACED BY THE DEALER ON MARCH 29. ON APRIL 12, BOTH HEADLIGHTS WENT OUT WHILE DRIVING IN THE DARK. ON APRIL 13, THE SMALLER LIGHTS ABOVE THE HEADLIGHTS WERE ALSO OUT. THEY CONTINUE TO NOT WORK. THE LIGHTS IN THE REAR OF THE CAR ARE FUNCTIONING. \*TT
- NHTSA Complaint: BOTH HEADLIGHTS (LOW BEAMS) FAILED SIMULTANEOUSLY, RESULTING IN THE OWNER HAVING TO SLEEP IN THE CAR OVERNIGHT UNTIL SUNRISE. THERE HAVE BEEN 17+ SIMILAR REPORTS ON [HTTP://WWW.ARFC.ORG/COMPLAINTS/2010/TOYOTA/PRIUS/EXTERIOR\\_LIGHTING/PROBLEM.ASPX](http://www.arfc.org/complaints/2010/toyota/prius/exterior_lighting/problem.aspx). \*TR
- NHTSA Complaint: MY DAUGHTER WAS DRIVING HONE FROM WORK AND GOT ON THE FREEWAY EARLY MONDAY MORNING APPROXIMATELY 1:05 AM AND SUDDENLY THE HEADLIGHTS WENT OUT. SHE TRIED TURNING THEM BACK ON AND OFF AND ON AGAIN BUT STILL NO LIGHTS, SO SHE HAD TO DRIVE HOME IN THE DARK WITH NO HEAD LIGHTS. SHE

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WAS ALMOST HIT BY OTHER DRIVERS BECAUSE THEY COULD NOT SEE HER. IT WAS A SCARY ORDEAL FOR HER AND MY HEADLIGHTS ARE STILL NOT WORKING. I JUST PURCHASED THIS VEHICLE ON DECEMBER 10, 2013. \*TR

- NHTSA Complaint: HEADLIGHT BULBS KEEP BURNING OUT EVERY FEW MONTHS, SINCE WE BOUGHT THE CAR I HAVE BEEN CHANGING BULBS EVERY 2 TO 3 MONTHS. \*TR
  
- NHTSA Complaint: I HAVE HAD REPEATED ISSUES WITH THE LOW BEAM HEADLIGHTS SINCE PURCHASING MY 2010 TOYOTA PRIUS. THE LOW BEAM HEADLIGHT BULBS BURN OUT AND HAVE TO BE REPLACED EVERY 26 MONTHS. REPLACEMENT BULBS HAVE INCLUDED BULBS PURCHASED FROM TOYOTA AND AUTO PARTS STORES VARYING IN PRICE LEVEL AND LUMENS. I HAVE HAD TWO INSTANCES WHERE BOTH HEADLIGHTS SIMULTANEOUSLY MALFUNCTIONED WOULD NOT ILLUMINATE. THE FIRST WAS WHEN I HAD MY CAR TURNED OFF FOR SEVERAL HOURS AND WHEN I STARTED THE CAR THE LIGHTS WOULD NOT ILLUMINATE. I TURNED THE CAR OFF AND CHECKED THE HEADLIGHT BULB CONNECTIONS. I HAD TO DRIVE HOME APPROXIMATELY 5 MILES USING THE HIGH BEAMS. I TOOK MY CAR TO OXMOOR TOYOTA, THE DEALERSHIP WHERE I PURCHASED THE CAR NEW, AND THE SERVICE DEPARTMENT DETERMINED THAT MY CAR WAS FUNCTIONING NORMALLY. THEY REPLACED BOTH LOW BEAM HEADLIGHT BULBS WITH TOYOTA BULBS. THE SECOND TIME THAT BOTH LOW BEAM HEADLIGHTS FAILED THE CAR WAS PARKED BUT RUNNING WITH THE LOW BEAM HEADLIGHTS ILLUMINATED. THE HEADLIGHTS WERE SWITCHED OFF BUT THE CAR REMAINED RUNNING. WHEN I SWITCHED THE LIGHTS ON, THE LOW BEAM HEADLIGHTS WOULD NOT ILLUMINATE. I TURNED CAR OFF AND CHECKED THE LOW BEAM HEADLIGHT BULB CONNECTIONS. THE HIGH BEAM LIGHTS, TURN SIGNALS, BACKUP LIGHTS, AND BRAKE LIGHTS FUNCTIONED NORMALLY. I DROVE HOME APPROXIMATELY 20 MILES WITH THE HIGH BEAMS. ONCE HOME, I VERIFIED THAT THE FUSE WAS NOT BURNED OUT. TWO MONTHS LATER THE FRONT DRIVER'S SIDE LOW BEAM HEADLIGHT WOULD NOT ILLUMINATE. I DECIDED IT WAS TIME TO RETURN TO THE DEALERSHIP WHERE I BROUGHT MY CAR TO SEE IF TOYOTA HAD FOUND A SOLUTION TO THIS ISSUE. THE SERVICE MANAGER SAID THAT THEY ONLY ISSUE WAS THE BURNED OUT LOW BEAM HEADLIGHT BULB. \*TR
  
- NHTSA Complaint: AFTER LEAVING A SKATING EVENT WITH 4 KIDS IN MY CAR AT APPROXIMATELY 8:30 PM, I NOTICED

1 THAT I HAD NO HEADLIGHTS WHICH HAD WORKED 2 1/2  
2 HOURS PRIOR. BOTH LIGHTS WENT OUT AT THE SAME TIME.  
3 ALL OTHER LIGHTS WORKED, INCLUDING HIGH BEAMS  
4 WHICH I USED TO CONTINUE DRIVING THAT EVENING. I  
5 CALLED THE LOCAL TOYOTA DEALER WHO INFORMED ME  
6 THAT "THIS WAS A COMMON PROBLEM IN THE 2010 PRIUS. I  
7 MADE THE APPOINTMENT TO TAKE MY CAR IN FOR REPAIR  
8 AND WAS INFORMED THAT IT WOULD BE \$800 TO FIX THE  
9 PROBLEM SINCE MY CAR WAS OUT OF WARRANTY. WHEN I  
10 DROPPED MY CAR OFF, THE SERVICE REP SHOWED ME A SPEC  
11 SHEET STATING THAT I NEEDED A "HEADLAMP DURABILITY  
12 ENHANCEMENT" (SPEC SHEET WAS ISSUED OCT 2012) AND  
13 STATED THAT THE PROBLEM WAS "LOW BEAM HEADLAMP  
14 BULB LIFETIME WAS SHORTER THAN CUSTOMER  
15 EXPECTATION". THAT WASN'T THE PROBLEM, THE PROBLEM  
16 WAS THAT BOTH LIGHTS WENT OUT AT THE SAME TIME  
17 WHICH IS A SAFETY ISSUE. I REQUESTED TO HAVE THE OLD  
18 PARTS RETURNED AND AN EXPERIENCED FRIEND WENT WITH  
19 ME TO QUESTION WHY I WAS CHARGED FOR JOINTS WHEN  
20 NONE HAD NOT BEEN TAKEN OFF MY CAR. I WAS TOLD THAT  
21 THIS WAS NOT ON MY CAR PREVIOUSLY AND THAT I COULD  
22 REVIEW A TECHNICAL SERVICE BULLETING (TSB020412) ON  
23 THE TOYOTA WEBSITE WHICH I CANNOT LOCATE THIS  
24 DOCUMENT ANYWHERE ONLINE. A FORMAL RECALL FOR  
25 THIS PROBLEM WAS NEVER ISSUED EVEN THOUGH TOYOTA  
26 KNEW THAT THIS WAS A RECURRING PROBLEM IN THE 2010  
27 PRIUS MODEL. \*TR

- 17 • NHTSA Complaint: THE HEADLIGHTS WENT OUT SUDDENLY  
18 WHILE DRIVING. MY HUSBAND CHANGED THE BULBS BUT  
19 THAT DIDN'T HELP. ALL FUSES ARE GOOD. I READ ONLINE  
20 THAT IT IS THE RELAY AND THAT MANY OTHER PRIUS  
21 OWNER'S HAVE BEEN HAVING THE SAME PROBLEM. \*TR
- 22 • NHTSA Complaint: I OWN A 2010 PRIUS, PURCHASED NEW IN  
23 FEBRUARY 2010, ONE OF THE OPTIONS I PURCHASED WITH  
24 THE CAR WAS HID HEADLIGHTS, WHICH CAME ALREADY  
25 INSTALLED IN THE CAR. THE RIGHT HEADLIGHT WENT OUT IN  
26 9/2012 & THE LEFT IN 10/2013. I KNEW RIGHT AWAY THAT  
27 WHEN THE 1ST LIGHT WENT OUT THAT THE REPLACEMENT  
28 WAS NOT AN HID LIGHT WHICH I HAD INITIALLY PAID FOR &  
THE CAR WAS STILL UNDER WARRANTY. NOW WITH THE  
OTHER BULB BEING REPLACED IN OCT 2013, AGAIN WITH A  
NON HID BULB, WE CAN NO LONGER DRIVE THE CAR IN THE  
DARK WITHOUT USING THE BRIGHT LIGHT BEAMS BECAUSE  
WE CAN NOT SEE THE ROAD IN FRONT OF US AS WELL AS  
BEYOND. THIS IS AN ACCIDENT WAITING TO HAPPEN. I ALSO



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OWNED A 2006 PRIUS WITH HEADLIGHT PROBLEMS. I NEVER RECEIVED THE \$365.00 SETTLEMENT IN 2011 FOR THIS PROBLEM, WHY? \*TR

- NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA PRIUS. THE CONTACT STATED THAT WHILE DRIVING 65 MPH, THE LOW BEAM HEAD LIGHTS FAILED AND COULD NOT BE REILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER FOR INSPECTION WHERE THEY STATED THAT THE LIGHT BULBS NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED BUT THE FAILURE RECURRED FIVE TIMES. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 40,000. UPDATED 10/29/13\*CN THE CONSUMER STATED BOTH OF THE LOW BEAMS WENT OUT SIMULTANEOUSLY. ALSO, WHEN THE WIRES WERE WIGGLED THE LIGHTS WOULD COME ON. THE DEALER SUGGESTED TO TURN TO THE VEHICLE OFF, AND THEN TURN IT BACK IT ON. THE CONSUMER BELIEVED THERE WAS AN ELECTRICAL OR COMPUTER PROBLEM.
- NHTSA Complaint: MY CAR IS CONSTANTLY BLOWING LIGHT BULBS. IT STARTED AFTER ONLY ONE YEAR WITH HEADLIGHTS. BOTH TAG LIGHTS AND SEVERAL FRONT MARKER LIGHTS HAVE BLOWN. THERE HAS TO BE AN ELECTRONICS PROBLEM. \*TR
- NHTSA Complaint: LAST NIGHT, AT 10 PM, ON GETTING BACK TO INTO MY CAR TO DRIVE TO MY HOUSE 7 MILES AWAY, BOTH THE HEADLIGHTS DID NOT WORK. THE HIGH BEAM LIGHTS WERE WORKING, BUT THE REGULAR HEADLIGHTS DID NOT. AS A RESULT, I WAS DRIVING IN DARK ON A SINGLE LANE HIGHWAY, AND IT WAS A VERY SCARY EXPERIENCE. \*TR
- NHTSA Complaint: WHILE ON VACATION ON AUG 3, 2013, WE WERE DRIVING IN THE SMOKY MOUNTAINS IN GATLINBURG, TN, VIA THE SCENIC LOOP DOWN FROM CADES COVE. I WAS DRIVING AND MY HUSBAND, OUR 13 YEAR OLD SON (ONLY CHILD) AND HIS 13 YR. OLD BUDDY (MY FRIEND'S ONLY CHILD) WERE THE PASSENGERS. THE ROUTE WAS A STEEP MOUNTAINSIDE WITH TYPICAL WINDING MOUNTAIN ROADS, PITCH DARK AT ~8:30 PM. SUDDENLY, BOTH HEADLIGHTS WENT OUT, TOGETHER, AT THE SAME TIME. THE DASHBOARD SHOWED THAT THE HEADLIGHTS WERE ON, NO WARNING SIGNS CAME ON. I HAD DRIVEN THROUGH A TUNNEL A BIT EARLIER AND THE HEADLIGHTS WERE BOTH WORKING. PANICKED, I PULLED OVER AT THE NEXT LOOKOUT LEDGE,

1           TURNED THE CAR'S POWER OFF AND ON SEVERAL TIMES,  
2           TURNED THE LIGHTS OFF AND ON SEVERAL TIMES WHILE THE  
3           CAR WAS RUNNING NOTHING. NO CELLPHONE SERVICE WAS  
4           AVAILABLE IN THE AREA. AS I WAS HYSTERICAL AND  
5           TERRIFIED BEYOND MY WITS, MY HUSBAND TOOK OVER  
6           DRIVING DUTY AND DROVE WITH THE EMERGENCY  
7           FLASHERS ON. AFTER A FEW MILES OF SHEER PANIC AND  
8           INCOHERENCE, IT OCCURRED TO US TO TRY THE HIGH BEAM,  
9           WHICH FORTUNATELY WORKED AND WE ARE ALIVE TO TELL  
10          THE STORY TODAY. AS SOON AS WE GOT CELLPHONE SIGNAL  
11          WE LEFT MESSAGES FOR OUR FRIENDS IN CASE WE DIED  
12          THEY WOULD KNOW WHY. GET A GRIP, TOYOTA! I LOVED MY  
13          PRIUS THIS IS MY 2ND PRIUS, BUT I AM NOW PETRIFIED TO  
14          STEP IN THIS CAR AGAIN. I FOUND THOUSANDS OF SIMILAR  
15          COMPLAINTS ONLINE REGARDING BOTH THE PRIUS  
16          HEADLIGHTS FAILING AT ONCE, SO TOYOTA YOU KNOW I AM  
17          NOT AN ISOLATED CASE. HORRIBLE, DANGEROUS PROBLEM  
18          WITH THE 2010 PRIUS, YOU ARE RISKING LIVES! \*TR

- 12          • NHTSA Complaint: BOTH HEADLIGHTS GO OUT AT THE SAME  
13          TIME WHILE DRIVING. FIRST TIME THEY JUST HAD TO BE  
14          SCREWED IN BUT NOW A MONTH LATER THEY ARE BOTH OUT  
15          AGAIN. HAS THERE BEEN A RECALL?
- 15          • NHTSA Complaint: RECURRING DOUBLE HEADLIGHT FAILURE,  
16          SOMETIMES INTERMITTENTLY. NO WARNING OF FAILURE.
- 17          • NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA  
18          PRIUS. THE CONTACT STATED THAT THE LOW BEAM FAILED  
19          TO ILLUMINATE PROPERLY. ADDITIONALLY, THE LOW BEAMS  
20          LIGHTS FAILED TO FUNCTION WHEN DRIVING. THE CONTACT  
21          HAD TO APPLY THE HIGH BEAMS WHEN THE FAILURE  
22          RANDOMLY RECURRED. THE VEHICLE WAS TAKEN TO THE  
23          DEALER WHO REPLACED THE DRIVER AND PASSENGER SIDE  
24          LOW BEAMS BUT THE FAILURE RECURRED THREE YEAR  
25          AFTER THE REPAIRS. THE CONTACT REPLACED THREE LIGHTS  
26          ON THE DRIVER AND TWO ON THE PASSENGER SIDE FOR THE  
27          LOW BEAMS BUT THE FAILURE PERSISTED. THE  
28          MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE  
29          APPROXIMATE FAILURE MILEAGE WAS 75,000.
- 30          • NHTSA Complaint: WE PURCHASED THE CAR USED FROM A  
31          TOYOTA DEALERSHIP IN SPRING OF 2013. WE HAD NEVER HAD  
32          TO REPLACE THE HEADLIGHTS UNTIL ONE SIDE HAD STOPPED  
33          WORKING IN MAY 2015. AS WE ALWAYS HAVE DONE WITH  
34          OUR VEHICLES, WE WENT TO AN AUTO PARTS STORE AND  
35          BOUGHT THE CORRECT HEAD LIGHTS FOR OUR MAKE, YEAR

1 & MODEL. WE REPLACED BOTH OF THEM IN MAY AND IN  
2 AUGUST (3 MONTHS LATER), BOTH HAD GONE OUT WITH THE  
3 INITIAL OUTAGE HAVING OCCURED WHILE I WAS USING  
4 THEM IN THE DARK ON A FREEWAY. LUCKILY I HAD BRIGHTS  
5 THAT STILL WORKED BUT I HAVE SINCE HAD TO REPLACE  
6 BOTH LIGHTS AGAIN AND THEY STILL REMAIN UNWORKING. I  
7 AM SCHEDULING REPAIRS, HOWEVER, THIS SEEMS TO BE A  
8 MAJOR DEFECT EITHER IN THE ELECTRICAL ENGINEERING OR  
9 POSSIBLY RELATED TO FUSE SHORTAGES. WE HAVE MADE  
10 SEVERAL PHONE CALLS TO REPAIR SHOPS, OTHER PRIUS  
11 OWNERS, AS WELL AS READ MANY SAFETY CONCERN  
12 FORUMS REGARDING THIS VERY POPULAR ISSUE EVEN WITH  
13 2010 MODELS. I UNDERSTAND TOYOTA SEEMS TO TAKE NO  
14 RESPONSIBILITY FOR THE HIGHRISK HEADLIGHT FAILURE IN  
15 PRIUS MODELS UP TO 2009 BUT THIS SEEMS FLAT OUT  
16 RIDICULOUS AND I SHOULD NOT BE REQUIRED TO RETURN  
17 HOME BEFORE DARK OR BE FORCED TO DRIVE WITH MY  
18 BRIGHTS WHILE ONCOMING TRAFFIC FLASHES AT ME AS IF  
19 I'M BEING INCONSIDERATE.

- 20 • NHTSA Complaint: ON FEBRUARY 27, 2015, OUR HOUSE BURNED  
21 IN THE MIDDLE OF THE NIGHT WHILE WE WERE ASLEEP. THE  
22 FIRE STARTED IN THE NEAR VICINITY OF THE RIGHT FRONT  
23 HEADLIGHT OF THE 2010 TOYOTA PRIUS. THE CAR HAD BEEN  
24 SERVICED JUST BEFORE THE FIRE ON FEBRUARY 25, 2015 AT  
25 THE LOCAL TOYOTA DEALERSHIP. THE CAR WAS OFF AT THE  
26 TIME AND THE KEY WAS NOT IN THE CAR AT THE TIME OF  
27 THE FIRE. WHILE WE WERE SLEEPING, THE CAR EVIDENTLY  
28 CAUGHT FIRE SPONTANEOUSLY AT APPROXIMATELY 2 A.M.  
WHILE IT WAS PARKED IN THE GARAGE. THE GARAGE DOOR  
WAS CLOSED. BY THE TIME WE WOKE UP, THE GARAGE WAS  
FULLY ENGULFED IN FLAMES. WE WERE ABLE TO ESCAPE THE  
FIRE. HOWEVER, OUR HOUSE WAS TOO SEVERELY DAMAGED  
(FIRE, SMOKE AND WATER) AFTER THE FIRE TO BE LIVABLE,  
AND IT IS CURRENTLY BEING REBUILT. OUR FAMILY OF FOUR  
(HUSBAND, WIFE AND TWO CHILDREN, 15 AND ALMOST 11  
YEARS OLD) IS CURRENTLY LIVING IN A RENTAL HOUSE. WE  
LOST ALL THREE OF OUR CARS (THE OTHER CARS WERE A  
DODGE DURANGO AND A HONDA ACCORD) AND A MAJORITY  
OF OUR POSSESSIONS. DAMAGES ARE ESTIMATED TO BE  
LIKELY IN EXCESS OF \$500,000 INCLUDING HOUSE, CARS,  
DAMAGE TO LANDSCAPING, PERSONAL PROPERTY,  
FURNITURE, CLOTHING, ETC. OUR HOMEOWNER'S INSURANCE  
IS SEEKING A SUBROGATION CLAIM AGAINST TOYOTA FOR  
THE EXPENSES INCURRED REGARDING OUR CLAIM. THE  
PRIUS IS SCHEDULED TO HAVE A DECONSTRUCTIVE EXAM

1 SOON WITH MULTIPLE PARTIES PRESENT AND IS CURRENTLY  
2 BEING HELD AS EVIDENCE.

- 3 • NHTSA Complaint: I PURCHASED THE CAR NEW IN 2010. ABOUT  
4 A YEAR AGO, THE HEADLIGHT BULBS STARTED BURNING OUT  
5 REPEATEDLY, AS WELL AS THE MARKER BULBS AND THE  
6 LICENSE PLATE BULBS. THE LAST INCIDENT WAS CHILLING. I  
7 RETURNED FROM A TRIP, GOT OFF THE PLANE, PICKED UP MY  
8 CAR AT AIRPORT PARKING, TURNED ON THE HEADLIGHTS  
9 AND THEY WERE BOTH OUT. I HAD TO DRIVE 45 MILES HOME  
10 AT 10 PM EITHER WITHOUT HEADLIGHTS OR WITH MY  
11 BRIGHTS ON. IT WAS TERRIFYING. THE BULBS HAD BEEN  
12 REPLACED WITHIN THE PREVIOUS 6 MONTHS. THIS IS A  
13 SERIOUS DEFECT THAT NHTSA AND TOYOTA MUST ADDRESS.  
14 I HAVE FRIENDS WHO ARE HAVING SIMILAR PROBLEMS.  
15 ADDITIONALLY, THE HEADLIGHT CASINGS ARE MARRED,  
16 WHICH DIMINISHES VISIBILITY. TOYOTA CLEARLY HAS USED  
17 DEFECTIVE PARTS TO ENCASE THE HEADLIGHTS. AGAIN, MY  
18 FRIENDS WITH PRIUSES HAVE THE SAME ISSUE.
- 19 • NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA  
20 PRIUS. THE CONTACT STATED THAT WHILE DRIVING AT  
21 NIGHT APPROXIMATELY 55 MPH, THE HEADLIGHTS WERE  
22 VERY DEEM AND VISIBILITY WAS DIMINISHED. AFTER  
23 INSPECTING THE VEHICLE, THE CONTACT NOTICED THAT THE  
24 PASSENGER SIDE LOW BEAM HEADLIGHT WAS OUT AND TWO  
25 DAYS LATER THE DRIVER SIDE LOW BEAM FAILED. THE LIGHT  
26 BULBS WERE REPLACED. THE CONTACT MENTIONED THAT  
27 THE LOW BEAM HEADLIGHT BULBS WERE REPLACED A  
28 TOTAL OF FOUR TIMES. THE VEHICLE WAS NEVER TAKEN TO  
THE DEALER OR AN INDEPENDENT MECHANIC TO GET A  
DIAGNOSIS. THE MANUFACTURER WAS NOTIFIED OF THE  
FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 99,000.
- NHTSA Complaint: ONE OR BOTH HEADLIGHTS AND FRONT  
PARKING LIGHTS HAVE HAD TO BE REPLACED FOUR TIMES  
NOW, STARTING IN 2012. LATEST INCIDENT IS JULY 2015.
- NHTSA Complaint: I WAS DRIVING HOME FROM HAVENLOCK,  
NC ON US 70, US 258, US 58 AND US 264. I NOTICED THAT MY  
LOW BEAM HEADLIGHTS WERE VERY DIM MAKING IT VERY  
HARD TO SEE ROAD MARKING OR SIGNS. THERE IS A STRETCH  
OF US 58 WHERE THEY ARE REPAVING AND THEY ARE NO  
ROAD MARKING AT ALL AND I COULD NOT SEE WHERE MY  
LANE (2 WAY TRAFFIC). I CONSIDERED THIS A VERY SERIOUS  
PROBLEM THAT THE HEADLIGHT ARE DIM AND COULD HAVE  
LED TO A VERY SERIOUS ACCIDENT. I HAVE NOTICED THAT

1 OTHERS HAVE COMPLAINED ABOUT THE SAME PROBLEM  
2 WITH THE PRIUS 2010. NOT ABLE TO SEE MORE THAN 30 FEET  
3 AHEAD ON A VERY DARK NIGHT IS VERY SCARY AND HAD ME  
SHAKING.

- 4 • NHTSA Complaint: THE LOW BEAM HEADLIGHTS ON THIS CAR  
5 HAVE BEEN BURNING OUT FREQUENTLY (APPROXIMATELY  
6 EVERY SIX MONTHS) SINCE THIS FIRST INCIDENT. IN ONE  
7 INCIDENT IN DECEMBER, 2014, BOTH LIGHTS BURNED OUT AT  
8 THE SAME TIME.
- 9 • NHTSA Complaint: WHEN FLASHING THE LOW BEAMS/HIGH  
10 BEAMS ON/OFF I ROUTINELY BLOW THE LOW BEAM BULBS.  
11 NOT BOTH AT THE SAME TIME BUT EVENTUALLY BOTH WILL  
12 BLOW. I UNDERSTAND FROM READING FORUMS THAT THIS IS  
13 A KNOWN PROBLEM HOWEVER TOYOTA WILL NOT ADDRESS  
14 IT UNLESS YOU ARE UNDER THE 36K WARRANTY. THIS  
15 SHOULD BE A MANDATORY RECALL.
- 16 • NHTSA Complaint: I RECENTLY REPLACED ONE OF THE LOW  
17 BEAM HEADLIGHTS, ONLY TO DISCOVER A FEW WEEKS  
18 LATER THAT BOTH OF THE LOW BEAMS HAD BURNED OUT.  
19 I'VE NEVER HAD TWO HEADLIGHTS BURN OUT AT THE SAME  
20 TIME! TONIGHT I DISCOVERED THAT ANOTHER OF THE LOW  
21 BEAMS HAS BURNED OUT. THAT MEANS THAT THIS BULB  
22 BURNED OUT IN LESS THAN TWO MONTHS AND ONLY ABOUT  
23 1000 MILES. I AM AFRAID TO USE MY HEADLIGHTS DURING  
24 THE DAYTIME FOR FEAR THAT THEY WILL BURN OUT AND  
25 NOT BE AVAILABLE WHEN I NEED THEM TO SEE AGAIN AT  
26 NIGHT. THIS MUST BE A WIRING/CONFIGURATION DEFECT!  
27 PLEASE DO SOMETHING ABOUT THIS! \*TR
- 28 • NHTSA Complaint: I PURCHASED THE TOYOTA CERTIFIED  
PREOWNED PRIUS IN JULY 2013. I FIRST HAD AN ISSUE WITH  
THE HEADLIGHT IN AUGUST 2014 WHEN THE HEADLIGHT  
KEPT COMING LOOSE FROM IT'S CASING. THIS HAPPENED  
AGAIN ON APRIL 24, 2015 ONLY THIS TIME THE HEADLIGHT  
FELL TO REST ON SOME PLASTIC AND CAUSED THE  
HEADLIGHT ASSEMBLY TO START ON FIRE. NO ONE WAS  
INJURED. I USED A FIRE EXTINGUISHER TO PUT OUT THE FIRE.  
I BELIEVE THE SOCKET PART OF THE HEADLIGHT ASSEMBLY  
WAS DEFECTIVE. \*TR
- NHTSA Complaint: SINCE OWNING THE VEHICLE, I HAVE  
EXPERIENCED THE LOW BEAM HEADLIGHTS BURN OUT  
WITHIN 9 MONTHS. RECENTLY, ONE BULB BURNED OUT  
WITHIN 3 MONTHS. I WAS PULLED OVER BY THE CITY POLICE,

1 DRIVING WITH ONE HEADLIGHT OUT IS NOT ONLY A SAFETY  
2 ISSUE, BUT COULD RESULT IN A CITATION. \*TR

- 3 • NHTSA Complaint: THE HEADLIGHT HID START TO GO ON AND  
4 OFF FINALLY THE LEFT SIDE WENT OFF . ALSO WHILE  
5 DRIVING THE CAR DESACCELERATED AND INCREASED SPEED  
6 BY ITSELF. \*TR
- 7 • NHTSA Complaint: LOW BEAM HEADLIGHTS BOTH WENT OUT  
8 AT THE SAME TIME WHILE DRIVING DOWN THE ROAD. THE  
9 DRIVER'S SIDE HAS SINCE BEEN REPLACED TWICE OVER THE  
10 LAST 6 MONTHS AND IS NOW OUT AGAIN AND THE  
11 PASSENGER SIDE HAS BEEN REPLACED TWICE. \*TR
- 12 • NHTSA Complaint: PASSENGER LOW BEAM HEADLIGHT WENT  
13 OUT FIRST THEN A FEW MONTHS LATER THE DRIVER LOW  
14 BEAM HEADLIGHT WENT OUT AND HAS NOW GONE OUT FOR  
15 THE 3RD TIME. HAD TO USE HIGH BEAMS ALL THE WAY HOME  
16 CAUSE I COULD HARDLY SEE ANYTHING WITH LOW BEAMS.  
17 HAVE BEEN PULLED OVER A FEW TIMES BY THE COPS FOR  
18 THIS PROBLEM. PULLED OVER 2 TIMES IN JUST ONE NIGHT  
19 BECAUSE OF THIS PROBLEM. \*TR
- 20 • NHTSA Complaint: THE LOW BEAMS ON THIS VEHICLE FAIL ON  
21 A REGULAR BASIS. INITIALLY MOVING THE WIRING HARNESS  
22 WHERE IT CONNECTS TO THE LIGHT WILL CAUSE THE LOW  
23 BEAM TO COME BACK ON, BUT THEN WILL FAIL AGAIN  
24 WITHOUT NOTICE. AFTER DOING THIS SEVERAL TIME OVER  
25 AN UNDETERMINED PERIOD OF TIME (UNDETERMINED  
26 BECAUSE IT CAN HAPPEN AT ANY TIME) MOVING THE  
27 HARNESS FAILS TO RESOLVE THE PROBLEM AND THE LIGHT  
28 BULB NEEDS TO BE REPLACED (I'M ASSUMING MOVING THE  
HARNESS TO GET THE BULB TO RELIGHT EVENTUALLY  
CAUSES THE BULB TO FAIL). I PURCHASED TWO NEW LOW  
BEAM BULBS APPROXIMATELY ONE MONTH AGO AND AM  
NOW RETURNING TO THE STORE THIS MORNING THIS  
MORNING TO PURCHASE ANOTHER SET OF BULBS, WHICH  
WILL THEN LEAD TO MOVING THE WRITING HARNESS TO GET  
THE BULBS TO RELIGHT, WHICH WILL THEN ONCE AGAIN  
LEAD TO EARLY FAILURE OF THE NEW BULBS. \*TR
- NHTSA Complaint: AFTER RETURNING TO VEHICLE, LOW BEAM  
HEADLIGHTS FAILED TO PROPERLY ILLUMINATE. I REPLACED  
BOTH BULBS WITH NEW ONES, AND THEY STILL FAIL TO CAST  
ENOUGH LIGHT. THE BULBS APPEAR TO BE ON, BUT ARE TOO  
DIM TO BE EFFECTIVE. \*TR

- 1 • NHTSA Complaint: ONE OF THE HEADLIGHTS (LOW BEAM)  
2 STOPPED WORKING SOMETIMES IN 2013, THEN IT CAME BACK.  
3 OVER THE COURSE OF 2013/2014, THE FRONT RIGHT LIGHT  
4 WENT OUT AND I HAD THE LIGHT BULB REPLACED. THEN IT  
5 DIED AGAIN. I REPLACED BOTH BULBS BASED ON THE  
6 AFTERMARKET RECOMMENDATION BUT THE LIGHTS ARE  
7 NOT BRIGHT ENOUGH. THE FRONT LEFT PARKING LIGHT ALSO  
8 DIED TWICE. SOMETHING IS SCREWY WITH THE ELECTRICAL  
9 FOR THE LIGHTS. \*TR
- 10 • NHTSA Complaint: MY 2010 PRIUS HAS HAD AN ONGOING  
11 PROBLEM WITH THE MAIN HEADLAMPS BLOWING, BECOMING  
12 INOPERATIVE AND EFFECTIVELY LEAVING ME WITH  
13 DIMINISHED VISIBILITY. THIS HAS HAPPENED  
14 APPROXIMATELY EVERY 3 MONTHS SINCE MARCH 2014.  
15 EITHER ONE OR BOTH HEADLAMPS WILL BLOW. THIS IS DUE  
16 TO A KNOWN PROBLEM WITH THIS MODEL AND IS COVERED  
17 UNDER A TOYOTA/NHTSA SERVICE BULLETIN (TSP020412). IN  
18 MY CASE, I PURCHASED THE CAR USED, FROM A TOYOTA  
19 DEALER WITH THE TOYOTA CERTIFIED CAR WARRANTY, BUT  
20 THIS FAILURE OF THE WIRING HARNESS IS APPARENTLY NOT  
21 COVERED. JUDGING BY THE PERCENTAGE OF COMPLAINTS IN  
22 THE SAFERCAR.GOV DATABASE FOR THIS MODEL, THIS IS A  
23 COMMON PROBLEM AND MY EXPERIENCE HAS BEEN  
24 TYPICAL. IN THE MOST RECENT INCIDENT, IT WAS RAINING  
25 HEAVILY AND I ENDED UP DRIVING 150 MILES WITH A BLOWN  
26 HEADLAMP, UNSAFE FOR ME AND UNSAFE FOR THOSE WHOM  
27 I SHARED THE ROAD WITH. \*TR
- 28 • NHTSA Complaint: BOTH LOW BEAMS WENT OUT AT SAME  
TIME AT NIGHT. HIGH BEAMS OPERATIONAL. BULBS HAD  
BEEN REPLACED A MONTH AGO. A QUICK SEARCH FINDS  
MANY INSTANCES OF THIS HAPPENING. IT SHOULDN'T BE THE  
BULBS. MAKES FOR VERY DANGEROUS DRIVING. \*TR
- NHTSA Complaint: THERE IS A CHRONIC PROBLEM WITH THE  
HEADLIGHTS ON THIS CAR. THEY CONTINUALLY BURN OUT,  
OR, GO OUT AND THAN COME BACK ON WHEN HEADLIGHT IS  
'TAPPED' LIGHTLY. DEALER AND INDEPENDENT REPAIR  
SHOP(S) HAVE REPLACED NUMEROUS TIMES AND PROBLEM  
RECURS. \*TR
- NHTSA Complaint: BOTH HEADLIGHTS FAILED TO GO ON. BOTH  
FUNCTIONED THE DAY BEFORE. HIGH BEAM LIGHTS STILL  
FUNCTIONED. EXTREMELY DANGEROUS DRIVE HOME. \*TR

- 1 • NHTSA Complaint: MY HEADLIGHT WENT OUT WHILE DRIVING.  
2 THE DEALER INDICATED THE REPLACEMENT COST WOULD BE  
3 BETWEEN \$300 AND \$400 FOR A SINGLE LIGHT BULB. THE  
4 DEALER INDICATED THAT I ONLY USE THE LIGHTS WHEN  
5 NEEDED TO PROLONG THE LIFE OF THAT TYPE OF BULB. \*TR
- 6 • NHTSA Complaint: THE PROBLEM THAT IS CAUSING THE HEAD  
7 LIGHTS TO BURN OUT SIMULTANEOUSLY NEEDS TO BE  
8 RESOLVED. IT IS A SAFETY HAZARD FOR THIS TO CONTINUE.  
9 PURCHASED A TOYOTA PRIUS 2010 IN DECEMBER 2010. SINCE  
10 THAT TIME, THE HEAD LIGHTS HAVE BEEN A PROBLEM. EACH  
11 TIME THERE IS A PROBLEM, BOTH HEAD LIGHTS BURN OUT  
12 SIMULTANEOUSLY. THE FIRST TIME THE HEAD LIGHTS  
13 FAILED WAS AUGUST 7, 2012 WHEN THERE WERE FIVE OF US  
14 IN THE CAR DRIVING 15+ MILES WITH ABOUT A THIRD OF THE  
15 DRIVE ON MANY RESIDENTIAL STREETS THAT WERE NOT  
16 WELL LIT. THE DEALERSHIP IN FLORIDA WAS CALLED AND IT  
17 WAS EXPLAINED THAT BOTH HEADLIGHTS BURNED OUT AT  
18 THE SAME TIME AND THAT IT MUST BE SOMETHING OTHER  
19 THAN THE BULBS BECAUSE HEADLIGHTS DO NOT BURN OUT  
20 TOGETHER AT THE SAME TIME. THE SERVICE  
21 REPRESENTATIVE QUOTED THAT THE COST OF THE REPAIR TO  
22 REPLACE THE HEAD LIGHTS WAS ABOUT \$150. HE DID NOT  
23 ASK IF THE CAR WAS UNDER WARRANTY AND HE DID NOT  
24 ACKNOWLEDGE THAT IT COULD BE SOMETHING IN THE  
25 ELECTRICAL SYSTEM. HE DID NOT SUGGEST THAT THE CAR  
26 BE BROUGHT IN TO HAVE THEM PUT IT ON DIAGNOSTIC  
27 MACHINES TO VERIFY WHERE THE PROBLEM MAY BE. WE  
28 OPTED TO REPLACE THE BULBS OURSELVES. THE SECOND  
TIME BOTH HEAD LIGHTS BURNED OUT SIMULTANEOUSLY  
WAS OCTOBER 21, 2012 AND WE AGAIN, REPLACED THE BULBS  
OURSELVES. THE COST OF THE BULBS INCLUDING TAX IS  
\$54.36. THIS MORNING IS THE THIRD TIME BOTH LIGHTS HAVE  
BURNED OUT AT THE SAME TIME AGAIN. THE PRIUS HAS  
35,840 MILES. THIS IS NOT REASONABLE. WE HAVE ALREADY  
SPENT \$108.72 TO REPLACE THE BULBS TWICE. IT IS  
UNREASONABLE. IT IS EXTREMELY UNSAFE NOT KNOWING  
WHEN AND WHERE THE HEAD LIGHTS WILL BURN OUT. WE  
HAVE TEENAGE DRIVERS AND IT IS UPSETTING TO KNOW  
THEY ARE NOT IN A SAFE VEHICLE. \*TR
- NHTSA Complaint: MY COMMUTE IS 62 MILES, ONE WAY.  
TONIGHT I REALIZED MY LOW BEAM HEADLIGHTS WERE NOT  
WORKING. MY HIGH BEAMS WORK. I DROVE THE 62 MILES  
WITH MY HIGH BEAMS ON. THE FUSES WERE FINE. IT IS ODD  
THAT BOTH LOW BEAM LIGHTS WERE OUT AT THE SAME TIME  
BUT THE HIGH BEAMS WERE FINE. I SEARCHED ONLINE SOME



1 AND THERE WERE NUMEROUS SIMILAR PROBLEMS WITH THE  
2 PRIUS LOW BEAM LIGHTS. \*TR

- 3 • NHTSA Complaint: UPON STARTING MY CAR EARLY THIS  
4 MORNING, THE HEADLIGHTS WOULD ONLY WORK ON  
5 BRIGHT. WHEN DIMMED, THEY WOULD NOT WORK AT ALL.  
6 \*TR
- 7 • NHTSA Complaint: TL\* THE CONTACT OWNS A 2010 TOYOTA  
8 PRIUS. THE CONTACT WAS DRIVING APPROXIMATELY 45 MPH  
9 WITH THE HEADLIGHTS ACTIVATED AND SUDDENLY  
10 WITHOUT WARNING, THE HEADLIGHTS FAILED TO  
11 ILLUMINATE. THE VEHICLE WAS MANEUVERED CAUTIOUSLY  
12 TO THE SIDE OF THE ROAD. THE CONTACT PLANNED TO TAKE  
13 THE VEHICLE TO A DEALER FOR DIAGNOSIS AND REPAIR.  
14 ADDITIONALLY, WHENEVER THE BRAKES WERE ENGAGED  
15 WHILE DRIVING OVER A BUMP OR UNEVEN PAVEMENT, AN  
16 UNINTENDED ACCELERATION WOULD OCCUR. THE  
17 MANUFACTURER WAS NOT NOTIFIED OF THE PROBLEM. THE  
18 APPROXIMATE FAILURE MILEAGE WAS 32,000.
- 19 • NHTSA Complaint: MY TOYOTA PRIUS HEADLIGHTS GO OFF  
20 FREQUENTLY WHILE DRIVING. I MUST TURN THEM OFF AND  
21 ON TO HAVE THEM COME BACK ON. IT USED TO BE ONE OR  
22 THE OTHER AT A TIME, HOWEVER NOW BOTH LIGHTS WILL  
23 GO OFF AT ONCE. I WAS DRIVING IN VERY DARK CONDITIONS  
24 WHEN IT HAPPENED LAST TIME AND THE ROAD WAS PITCH  
25 BLACK. THE FACT THAT IT WAS LATE AT NIGHT IS THE ONLY  
26 WAY I KNEW BOTH LIGHTS WERE OUT. IF I AM DRIVING AT  
27 DUSK OR DAWN, IT IS A MAJOR SAFETY CONCERN BECAUSE IT  
28 WOULD BE DIFFICULT TO TELL THAT MY LIGHTS ARE OFF  
WHILE I'M DRIVING, BUT VERY DIFFICULT FOR OTHERS TO  
SEE ME COMING DOWN THE ROAD. IT ONLY TAKES A FEW  
SECONDS FOR AN ACCIDENT TO HAPPEN. THE TOYOTA  
DEALERSHIP ACKNOWLEDGED THAT IT IS A KNOWN ISSUE  
AND INITIALLY SAID THAT THE REPLACEMENT WOULD BE  
COVERED. THEN CAME BACK AND SAID THEY HAVE NOT  
BEEN RECALLED SO IT WOULD BE OUT OF MY POCKET. I WAS  
ALSO TOLD THAT I COULD JUST CONTINUE TO TURN THE  
LIGHTS ON AND OFF WHEN IT HAPPENS BECAUSE THE LIFE OF  
THE BULBS SHOULD NOT BE UP YET. THAT IS NOT A GOOD  
SOLUTION TO ME BECAUSE I DON'T ALWAYS KNOW WHEN  
ONE OR BOTH LIGHTS GOES OUT AND WHEN IT MIGHT BE  
DIFFICULT FOR OTHER DRIVERS TO SEE ME. I FEEL THAT THIS  
IS A KNOWN HAZARD THAT SHOULD BE RECTIFIED BY  
RECALLING/REPLACING THESE BULBS. \*TR

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- NHTSA Complaint: DRIVING HOME FROM DINNER, MY DRIVER'S SIDE HEADLIGHT WENT OUT AGAIN. I TURNED OFF MY HEADLIGHTS, THEN BACK ON AND BOTH LIGHTS CAME BACK ON. THERE IS DEFINITELY SOMETHING WRONG WITH THE ELECTRICAL SYSTEM SUPPORTING THE LIGHTING. THIS IS A SAFETY HAZARD AND IT NOW HAS ME NERVOUS EVERY TIME I GET ON THE ROAD THAT BOTH LIGHTS COULD GO OUT AT ANY TIME PREDAWN, DUSK OR NIGHT. IT IS LIKELY MAKING PRIUS OWNERS FOCUS TOO MUCH ON WATCHING FOR SIGNS THEIR HEADLIGHTS ARE STILL ON INSTEAD OF CONCENTRATING ON THEIR DRIVING. \*TR
- NHTSA Complaint: HEADLIGHTS BURN OUT FREQUENTLY OR STOP WORKING INTERMITTENTLY; HEADLIGHT ASSEMBLY ON PASSENGER SIDE APPEARS TO HAVE LEAKAGE AND LOW BEAM APPEARS AT A LESSER BRIGHTNESS THAN DRIVER SIDE BEAM. HAD AT DEALER 4 TIMES IN SAME DAY FOR ISSUE WITH DRIVER HEADLIGHT IN SUMMER 2015 AND NOW AT DEALER FOR PASSENGER SIDE ISSUES. THIS HAPPENS IN UNPREDICTABLE CIRCUMSTANCES INCLUDING AFTER LONG OPERATION OR AFTER HAVING JUST STARTED THE VEHICLE INCONSISTENT.
- NHTSA Complaint: MY HEADLIGHT ON THE PASSENGER SIDE KEEPS DYING OUT OF NOWHERE AFTER ABOUT THREE OR FOUR MONTHS OF USE (ABOUT 6,000 MILES OF DRIVING). IT HAS BEEN DOING THIS FOR THE PAST YEAR NOW AND OCCURS ABOUT THREE OF FOUR TIMES A YEAR. IT WOULD HAPPEN OUT OF NOWHERE. TODAY IT OCCURRED WHILE DRIVING IN THE RAIN DURING WORK (I DELIVER FOOD, NEEDING MY CAR TO DRIVE).
- NHTSA Complaint: HEADLAMP, 2011 PRIUS 5 DOOR HATCHBACK, I HAVE REPLACED THE RIGHT HEADLAMP 5 TIMES SINCE PURCHASING THE VEHICLE IN 2012. RECENTLY THE LAMP ABOVE THE THE HEADLAMP HAS ALSO GONE OUT. IF YOU MOVE THE WIRING I NOTICED THE LIGHTS WILL WORK FOR A WHILE THEN GO OUT. THE HEADLAMPS WILL WORK FOR A WHILE WHEN REPLACE BUT WITH THE LAST REPLACEMENT THE RIGHT NEW HEADLAMP WILL NOT WORK.
- NHTSA Complaint: THE HEADLIGHTS IN MY 2011 TOYOTA PRIUS HAVE BURNED OUT 3 TIMES IN THE LAST 6 MONTHS, TWO OF THE TIMES BEING AT NIGHT AND I'VE HAD TO USE MY HIGH BEAMS SO THAT I CAN SEE. WHEN I BROUGHT IT TO MY MECHANIC, I WAS TOLD THAT IT'S A DEFECT WITH THE 2010 AND 2011 PRIUS AND THAT THE ONLY WAY TO REPAIR THE

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ISSUE IS TO INSTALL AN ENHANCEMENT KIT, WHICH COST ME OVER \$500. WHEN I CALLED TOYOTA ABOUT THIS PROBLEM, I WAS TOLD THAT MY EXTENDED WARRANTY DOES NOT COVER BURNED OUT HEADLIGHTS. I KEEP TRYING TO TELL THEM THAT I DON'T EXPECT THEM TO COVER BURNED OUT HEADLIGHTS, BUT THAT THEY ARE BURNING OUT BECAUSE OF A DEFECT WITH THE CAR. THEY KEEP BRUSHING ME OFF. I AM VERY UPSET BY THE FACT THAT IT'S A KNOWN PROBLEM WITH THE CAR AND TOYOTA IS NOT STANDING BY IT.

- NHTSA Complaint: LOW BEAMS FAILING. INCREASING IN FREQUENCY. BOTH LOW BEAM HEADLAMPS WILL GO OUT AT THE SAME TIME. HAPPENING MONTHLY AND USUALLY IN DAMP WEATHER. FREQUENCY IS INCREASING. SAFETY IS A MAJOR CONCERN.
- NHTSA Complaint: TL\* THE CONTACT OWNS A 2011 TOYOTA PRIUS. WHILE DRIVING AT VARIOUS SPEEDS, THE LOW BEAM HEADLIGHTS FAILED. THE VEHICLE WAS TAKEN TO BE DIAGNOSED. THE CONTACT WAS INFORMED THAT THE HEADLIGHT WIRING HARNESS NEEDED TO BE REPLACED. THE CONTACT STATED THAT THE FAILURE WAS INTERMITTENT. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 62,000.
- NHTSA Complaint: LIGHTS KEEP GOING OUT. I'VE REPLACED 5 TIMES IN THE LAST YEAR. STILL KEEP GOING OUT EVERY 2 TO 3 MONTHS.
- NHTSA Complaint: TL\* THE CONTACT OWNS A 2011 TOYOTA PRIUS. WHILE DRIVING AT A LOW SPEED, THE HEADLAMPS FAILED. THE FAILURE RECURRED SEVERAL TIMES. THE VEHICLE WAS NOT DIAGNOSED. THE VEHICLE WAS REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 80,000.
- NHTSA Complaint: I OWN A 2011 TOYOTA PRIUS WHICH I PURCHASED IN NOVEMBER OF THAT YEAR FROM ARLINGTON TOYOTA IN ARLINGTON, VA. SINCE THAT TIME I HAVE HAD TO REPLACE THE HEADLIGHTS THREE TIMES. AS OF NOV 2015, THE CAR HAD 29,105 MILES ON IT WHICH INDICATES I DO NOT PUT A LOT OF MILES ON THE CAR. ON ALL THREE OCCASIONS, BOTH LOW BEAMS WERE INOPERABLE WHEN I STARTED THE CAR. FORTUNATELY, I WAS NOT ON THE ROAD DRIVING. ON EVERY OCCASION, THE DEALER TOLD ME THE BULBS WERE BURNED OUT. THE MOST RECENT OCCURRENCE WAS THE

1 NIGHT OF SEPT 10, 2015. THIS TIME THE DEALER TOLD ME  
 2 TOYOTA HAS A WIRING SOLUTION THAT WOULD EXTEND THE  
 3 LIFE OF THE HEADLIGHTS, BUT THAT I WOULD HAVE TO PAY  
 4 FOR IT. THE "SOLUTION" WOULD BE EXPENSIVE. I TOLD THEM  
 5 THAT STATEMENT TELLS ME THERE IS A DEFECT IN THE  
 6 WIRING OR ELECTRICAL SYSTEM, AND THE FIX SHOULD BE  
 7 PAID FOR BY TOYOTA UNDER A RECALL NOTICE. I HAVE  
 8 NOTED THAT PRIUS OWNERS HAVE BEEN COMPLAINING OF  
 9 THIS SAME ISSUE SINCE 2007 AND A RECALL HAD HAPPENED  
 10 IN 2011 FOR EARLIER YEAR CARS. THE PROBLEM REMAINS,  
 11 AND THERE IS DEFECT IN THE CAR'S WIRING OR  
 12 PERFORMANCE. GIVEN THE CURRENT VW DIESEL FIASCO, I  
 13 HOPE THIS ISSUE CAN BE ADDRESSED BY THE NHSTA AND  
 14 FORCE TOYOTA TO PROVIDE SAFE LIGHTING TO US PRIUS  
 15 OWNERS.

- 16 • NHTSA Complaint: I WAS PULLED OVER BY THE POLICE,  
 17 (WHILE ON A VILLAGE STREET) BECAUSE MY HEADLIGHT  
 18 BULB WAS BURNED OUT. (AGAIN!) I HAVE HAD 4 HEADLIGHT  
 19 BULBS REPLACED ON THE 2011 PRIUS AND IT IS ONLY 4 YEARS  
 20 OLD! TOYOTA HAS A TECHNICAL SERVICE BULLETIN ON THE  
 21 WIRING HARNESS, THAT SHORTS OUT THE BULBS  
 22 PREMATURELY, BUT NO RECALL. PLEASE RECALL THE PRIUS  
 23 FOR THE WIRING HARNESS, SO I CAN STOP GETTING PULLED  
 24 OVER BY THE POLICE! 09\15 THANK YOU! \*TR
- 25 • NHTSA Complaint: TOYOTA PRIUS 3 HEADLIGHTS QUIT  
 26 WORKING ON LOW BEAM WITHOUT ANY INDICATION UPON  
 27 STARTING CAR. IT APPEARS THAT IF ONE BULB BURNS OUT,  
 28 BOTH HEADLIGHTS FAIL TO WORK, POSSIBLY DUE TO THE  
 OTHER HEADLIGHT SHORTING OUT THE WORKING  
 HEADLIGHT. EACH TIME THE LIGHTS HAVE WORKED JUST A  
 FEW HOURS BEFORE AND WHEN WE RETURN TO CAR, THEY  
 WILL NOT TURN ON. THIS HAS OCCURRED APPROX 3 TIMES  
 NOW FORCING US TO DRIVE SIGNIFICANT DISTANCES WITH  
 HIGH BEAMS ON. LIGHTS APPEAR TO WORK OK AFTER  
 REPLACEMENT OF BOTH BULBS. PLEASE ISSUE A REPAIR  
 RECALL TO FIX THIS ISSUE WHICH LEAVES A DRIVER WITH  
 ABSOLUTELY NO LIGHTS.
- NHTSA Complaint: VIN # [XXX] TOYOTA PRIUS 2011, DRIVING  
 ON INTERSTATE 80 EAST, AT 65 MPH, SMOKE CAME OUT OF  
 THE HOOD, HEADLIGHT AND WIRE SMELLED AND BURNED,  
 CAR WAS ALMOST IN FIRE. SHUT OFF CAR AND HEADLIGHT  
 AND SMOKE STOP. BOTH HEADLIGHT ARE DAMAGE DUE TO  
 FIRE. KEPT BOTH HEAD LIGHT OFF, GOT HOME AND DID NOT  
 USE THE CAR FOR A FEW MONTHS. CAR IS STILL UNDER

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WARRANTY BUT DEALER REFUSE TO REPAIR THE PROBLEM, TELLING ME I HAVE USE AN AFTERMARKET BULB. THE BULB THAT CAUSE THE PROBLEM WAS THE BULB THAT CAME WITH THE CAR AS NEW. I TRIED TO TAPE UP THE BURNED WIRE TO GET THE CAR SAFETY HOME. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). \*TR

- NHTSA Complaint: BOTH HEAD LIGHTS STOPPED WORKING AT THE SAME TIME, ONLY HIGH BEAM WILL WORK, REGULAR BEAM STOPPED WORKING AND WILL NOT COME BACK ON. \*TR
- NHTSA Complaint: DRIVING IN RAIN IN DARK ON UNLIT ROAD. BOTH FRONT HEADLIGHTS WENT OUT. NOTHING WOULD MAKE THEM COME BACK ON TURNING LIGHTS OFF AND ON, TURNING CAR OFF AND ON. VERY SCARY. VERY CLOSE TO DRIVING OFF ROAD INTO DITCH. THIS MUST BE A RECALL. TOYOTA AS USUAL WILL DENY THE PROBLEM SO THE NHTSA MUST ACT. \*TR
- NHTSA Complaint: THE HEADLAMPS BURNED OUT ON VEHICLE STARTUP FOR THE FIFTH TIME IN 73,451 MILES. THE HEADLAMP BULBS LAST AN AVERAGE OF 14,700 MILES. I WEAR LATEX GLOVES AND AM CRITICALLY CAREFUL TO NEVER TOUCH THE BULBS, BUT THE ESSENCE OF THE PROBLEM IS THAT THE CAR CLEARLY HAS A POORLY REGULATED POWER SUPPLY THAT STRESSES THE BULBS AT STARTUP. MY PREVIOUS 2006 PRIUS ATE HID BULBS, SO I INTENTIONALLY PURCHASED A 2011 MODEL VARIANT THAT USED CONVENTIONAL HALOGEN BULBS TO ESCAPE THE CONSTANT BULB FAILURE ISSUES WITH PRIUS. TO NO AVAIL. CONSTANTLY BURNING OUT HEADLAMPS IS A CONTINUING TOYOTA SAFETY HAZARD THAT NHTSA NEEDS TO FINALLY ADDRESS. \*TR
- NHTSA Complaint: WEDNESDAY APRIL 30 2014 I WENT TO CHURCH, WHEN I CAME OUT AND GOT BACK IN MY CAR LIGHT WAS OUT. THEY WERE BURNING. \*TR
- NHTSA Complaint: TL\* THE CONTACT OWNS A 2011 TOYOTA PRIUS. THE CONTACT STATED THAT THE PASSENGER'S SIDE HEAD LIGHT SUDDENLY FAILED AS THE DRIVER'S SIDE HEADLIGHT BECAME DIM. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE HEADLIGHT ASSEMBLY WOULD NEED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED

1 AND NO SOLUTION WAS OFFERED. THE FAILURE MILEAGE  
2 WAS 86,000. UPDATED 042914\*BF

- 3 • NHTSA Complaint: SINCE THE FIRST SET OF BULBS HAVE WENT  
4 OUT IN THE VEHICLE AT AROUND 48,000 MILES I WILL NOW BE  
5 INSTALLING THE 4TH SET OF BULBS... ORIGINAL + 3. THE  
6 BULBS IN THE PRIUS FAIL WITHIN 24 HOURS OF EACHOTHER  
7 EACH TIME AND IT IS GOING THREW HEADLIGHTS AROUND  
8 EVERY 10,000 MILES AT THIS TIME. THIS IS COMPLETELY  
9 UNACCEPTABLE AND DANGEROUS FOR A COMMUTER  
10 VEHICLE. \*TR
- 11 • NHTSA Complaint: WITHIN 2 YEARS OF PURCHASING NEW 2011  
12 PRIUS VEHICLE, HID HEADLIGHT LAMP FAILED. \*TR
- 13 • NHTSA Complaint: WITHIN 2 YEARS OF PURCHASING NEW 2011  
14 PRIUS VEHICLE, BOTH HID HEADLIGHT LAMPS FAILED (ON  
15 DIFFERENT OCCASIONS) WITHIN ABOUT 3 MONTHS OF EACH  
16 OTHER. NO WARRANTY AVAILABLE, AT CUSTOMER EXPENSE.  
17 \*TR
- 18 • NHTSA Complaint: SIMULTANEOUS FAILURE OF BOTH LOW  
19 BEAM HEADLIGHTS. VEHICLE WAS PARKED AND SHUT DOWN  
20 IN A PARKING LOT WITH BOTH HEADLIGHT LOW BEAMS  
21 OPERABLE. UPON RETURN TO THE VEHICLE APPROXIMATELY  
22 15 MINUTES LATER, NEITHER LOW BEAM FUNCTIONED,  
23 REQUIRING AN EXTENDED NIGHT DRIVE WITH HIGH BEAMS  
(FULLY FUNCTIONAL). UPON EXAMINATION THE NEXT DAY,  
24 BOTH LOW BEAMS BULBS WERE BURNED OUT AND  
25 REPLACED. PRIOR TO REPLACEMENT, CONTACT WITH DEALER  
26 RESULTED IN NO ASSISTANCE OR INFORMATION (THEY  
27 SUGGESTED IT WAS SIMPLY COINCIDENCE.) \*TR
- 28 • NHTSA Complaint: HIGH INTENSITY DISCHARGE (HID) BULB IN  
FRONT PASSENGER SIDE HEADLIGHT WENT OUT. NO  
EXPLANATION FOR WHY THIS OCCURRED; IT SIMPLY BURNED  
OUT. THESE BULBS SHOULD LAST A LOT LONGER THAN 26,000  
MILES. \*TR

22. Although Toyota was aware of the widespread nature of the Headlight Defect in the Class Vehicles, and that it posed grave safety risks, Toyota took no steps to notify customers of the Defect or to provide any relief.

23. Customers have reported the Headlight Defect in the Class Vehicles to Toyota directly and through its dealers. Defendant is fully aware of the Headlight Defect contained in

1 the Class Vehicles. Nevertheless, Defendant has actively concealed the existence and nature  
2 of the Defect from Plaintiff and the other Class Members at the time of purchase or repair and  
3 thereafter. Specifically, Defendant:

- 4 a. failed to disclose, at and after the time of purchase or repair and after,  
5 any and all known material defects or material nonconformities of the  
6 Class Vehicles, including the Headlight Defect;
- 7 b. failed to disclose, at the time of purchase or repair and thereafter, that  
8 the Class Vehicles and their headlight systems were not in good  
9 working order, were defective, and were not fit for their intended  
10 purpose; and,
- 11 c. failed to disclose and/or actively concealed the fact that the Class  
12 Vehicles and their headlight systems were defective, despite the fact that  
13 Defendant learned of the Headlight Defect as early as 2010, if not  
14 before.

15 24. Defendant has caused Plaintiff and the other Class Members to expend money  
16 at its dealerships or other third-party repair facilities and/or take other remedial measures  
17 related to the Headlight Defect contained in the Class Vehicles.

18 25. Defendant has not recalled the Class Vehicles to repair the Headlight Defect,  
19 has not offered to its customers a suitable repair or replacement of parts related to the  
20 Headlight Defect free of charge, and has not offered to reimburse Class Vehicle owners and  
21 leaseholders who incurred costs for repairs related to the Headlight Defect.

22 26. Class Members have not received the value for which they bargained when they  
23 purchased or leased the Class Vehicles.

24 27. As a result of the Headlight Defect, the value of the Class Vehicles has  
25 diminished, including without limitation the resale value of the Class Vehicles. Reasonable  
26 consumers, like Plaintiff, expect and assume that a vehicle's headlight system is not defective  
27 and will not cause the vehicle's low beam headlights to burn out unexpectedly long before  
28 their expected useful life is over. Plaintiff and Class Members further expect and assume that

1 Toyota will not sell or lease vehicles with known safety defects, such as the Headlight Defect,  
2 and will disclose any such defect to consumers prior to purchase or offer a suitable repair.  
3 They do not expect that Toyota would fail to disclose the Headlight Defect to them, and  
4 continually deny the Defect.

5 **TOLLING OF THE STATUTE OF LIMITATIONS**

6 28. Plaintiff and the other Class Members were not reasonably able to discover the  
7 Headlight Defect, despite their exercise of due diligence.

8 29. Despite their due diligence, Plaintiff and the other Class Members could not  
9 reasonably have been expected to learn or discover that they were deceived and that material  
10 information concerning the Class Vehicles and their headlights was concealed from them.

11 30. In addition, even after Class Members contacted Toyota and/or its authorized  
12 agents for vehicle repairs concerning the defective nature of the Class Vehicles and their  
13 headlights, they were routinely told by Toyota and/or through its authorized agents for vehicle  
14 repairs that the Class Vehicles are not defective.

15 31. Any applicable statute of limitation has been tolled by Toyota's knowledge,  
16 active concealment, and denial of the facts alleged herein. Toyota is further estopped from  
17 relying on any statute of limitation because of its concealment of the defective nature of the  
18 Class Vehicles and their headlights.

19 **CLASS ACTION ALLEGATIONS**

20 32. Plaintiff brings this lawsuit as a class action on behalf of himself and all others  
21 similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil  
22 Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality,  
23 typicality, adequacy, predominance and superiority requirements of those provisions.

24 33. The Classes are defined as:

25 **Nationwide Class:** All persons who purchased or leased any 2010 through 2011  
26 Toyota Prius vehicle in the United States.

27 **California Sub-Class:** All Members of the Nationwide Class who purchased or  
28 leased any 2010 through 2011 Toyota Prius vehicle in the State of California.



1           34. Excluded from the Class and Sub-class are: (1) Defendant, any entity or  
2 division in which Defendant has a controlling interest, and its legal representatives, officers,  
3 directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's  
4 staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged  
5 herein. Plaintiff reserves the right to amend the Class definition, and to add subclasses, if  
6 discovery and further investigation reveal that the Class should be expanded or otherwise  
7 modified.

8           35. Numerosity: Although the exact number of Class Members is uncertain and can  
9 only be ascertained through appropriate discovery, the number is great enough such that  
10 joinder is impracticable. The disposition of the claims of these Class Members in a single  
11 action will provide substantial benefits to all parties and to the Court. The Class Members are  
12 readily identifiable from, *inter alia*, information and records in Defendant's possession,  
13 custody, or control.

14           36. Typicality: The claims of the representative Plaintiff are typical of the claims of  
15 the Class in that the representative Plaintiff, like all Class Members, paid for a Class Vehicle  
16 designed, manufactured, and distributed by Defendant which is subject to the Headlight  
17 Defect. The representative Plaintiff, like all Class Members, has been damaged by  
18 Defendant's misconduct in that he has incurred or will incur the cost of repairing or replacing  
19 burned out headlights and related parts as a result of the Headlight Defect. Further, the factual  
20 bases of Defendant's misconduct are common to all Class Members and represent a common  
21 thread of fraudulent, deliberate, and/or negligent misconduct resulting in injury to all Class  
22 Members.

23           37. Commonality: There are numerous questions of law and fact common to  
24 Plaintiff and the Classes that predominate over any question affecting only individual Class  
25 Members. These common legal and factual questions include the following:

- 26           a. whether the Class Vehicles suffer from the Headlight Defect;
- 27           b. whether the Headlight Defect constitutes an unreasonable safety hazard;
- 28

- 1 c. whether Defendant knows about the Headlight Defect and, if so, how  
2 long Defendant has known of the Defect;
- 3 d. whether the defective nature of the Class Vehicles and their headlight  
4 systems constitutes a material fact;
- 5 e. whether Defendant had and has a duty to disclose the defective nature of  
6 the Class Vehicles and their headlight systems to Plaintiff and the other  
7 Class Members;
- 8 f. whether Plaintiff and the other Class Members are entitled to equitable  
9 relief, including, but not limited to, a preliminary and/or permanent  
10 injunction;
- 11 g. whether Defendant knew or reasonably should have known of the  
12 Headlight Defect contained in the Class Vehicles before it sold or leased  
13 them to Class Members; and,
- 14 h. Whether Defendant violated: (1) the California Consumers Legal  
15 Remedies Act, California Civil Code sections 1750 *et seq.*; (2) the  
16 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et*  
17 *seq.*; (3) The California Song-Beverly Consumer Warranty Act,  
18 California Civil Code §§ 1792 and 1791.1 *et seq.*, and *Cal. Comm. Code*  
19 *§2314*; (4) the Magnuson-Moss Warranty Act (15 U.S.C. §2301, *et*  
20 *seq.*); and (5) is liable for fraudulent omission as alleged in this  
Complaint.

21 38. Adequate Representation: Plaintiff will fairly and adequately protect the  
22 interests of the Class Members. Plaintiff has retained attorneys experienced in the prosecution  
23 of class actions, including consumer and product defect class actions, and Plaintiff intends to  
24 prosecute this action vigorously.

25 39. Predominance and Superiority: Plaintiff and the Class Members have all  
26 suffered and will continue to suffer harm and damages as a result of Defendant's unlawful and  
27 wrongful conduct. A class action is superior to other available methods for the fair and  
28 efficient adjudication of the controversy. Absent a class action, most Class Members would

1 likely find the cost of litigating their claims prohibitively high and would therefore have no  
2 effective remedy at law. Because of the relatively small size of the individual Class  
3 Members' claims, it is likely that only a few Class Members could afford to seek legal redress  
4 for Defendant's misconduct. Absent a class action, Class Members will continue to incur  
5 damages, and Defendant's misconduct will continue without remedy. Class treatment of  
6 common questions of law and fact would also be a superior method to multiple individual  
7 actions or piecemeal litigation in that class treatment will conserve the resources of the courts  
8 and the litigants and will promote consistency and efficiency of adjudication.

9 **FIRST CAUSE OF ACTION**

10 (Violation of California's Consumers Legal Remedies Act,  
11 California Civil Code § 1750 *et seq.* ("CLRA"))

12 40. Plaintiff hereby incorporates by reference the allegations contained in the  
13 preceding paragraphs of this Complaint.

14 41. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
15 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
16 California Sub-Class.

17 42. Defendant is a "person" as defined by California Civil Code § 1761(c).

18 43. Plaintiff and the other Class Members are "consumers" within the meaning of  
19 California Civil Code § 1761(d).

20 44. By failing to disclose and concealing the defective nature of the Class Vehicles  
21 and their headlight systems from Plaintiff and prospective Class Members, Defendant violated  
22 California Civil Code § 1770(a), as it represented that the Class Vehicles had characteristics  
23 and benefits that they do not have, represented that the Class Vehicles were of a particular  
24 standard, quality, or grade when they were of another, and advertised the Class Vehicles with  
25 the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

26 45. Defendant's unfair and deceptive acts or practices occurred repeatedly in  
27 Defendant's trade or business, were capable of deceiving a substantial portion of the  
28 purchasing public, and imposed a serious safety risk on the public.

1           46. Defendant knew that the Class Vehicles and their headlight systems suffered  
2 from an inherent defect, were defectively designed or manufactured, would fail prematurely,  
3 and were not suitable for their intended use.

4           47. Defendant was under a duty to Plaintiff and the Class Members to disclose the  
5 defective nature of the Class Vehicles and their headlight systems and/or the associated repair  
6 costs because:

7           a. Defendant was in a superior position to know the true state of facts  
8 about the safety defect contained in the Class Vehicles and their  
9 headlight systems;

10           b. Plaintiff and the Class Members could not reasonably have been  
11 expected to learn or discover that their headlight systems have a  
12 dangerous safety defect until after they purchased the Class Vehicles;  
13 and,

14           c. Defendant knew that Plaintiff and the Class Members could not  
15 reasonably have been expected to learn about or discover the Headlight  
16 Defect.

17           83. By failing to disclose the Headlight Defect, Defendant has knowingly and  
18 intentionally concealed material facts and breached its duty not to do so.

19           84. The facts concealed or not disclosed by Defendant to Plaintiff and the other  
20 Class Members are material because a reasonable consumer would have considered them to be  
21 important in deciding whether or not to purchase the Class Vehicles, or to pay less for them.  
22 Had Plaintiff and other Class Members known that the Class Vehicles and their headlight  
23 systems were defective, they would not have purchased the Class Vehicles or would have paid  
24 less for them.

25           85. Plaintiff and the other Class Members are reasonable consumers who do not  
26 expect that their vehicles will suffer from a Headlight Defect. That is the reasonable and  
27 objective consumer expectation for vehicles and their headlights.



1           65. California Business & Professions Code Section 17200 prohibits acts of “unfair  
2 competition,” including any “unlawful, unfair or fraudulent business act or practice” and  
3 “unfair, deceptive, untrue or misleading advertising.”

4           66. Defendant knew that the Class Vehicles and their headlight systems suffered  
5 from an inherent defect, were defectively designed and/or manufactured, would fail  
6 prematurely, and were not suitable for their intended use.

7           67. In failing to disclose the Headlight Defect, Defendant has knowingly and  
8 intentionally concealed material facts and breached its duty not to do so, thereby engaging in a  
9 fraudulent business act or practice within the meaning of the UCL.

10           68. Defendant was under a duty to Plaintiff and the other Class Members to  
11 disclose the defective nature of the Class Vehicles and their headlight systems because:

- 12           a. Defendant was in a superior position to know the true state of facts  
13 about the safety defect in the Class Vehicles and their headlight  
14 systems;
- 15           b. Defendant made partial disclosures about the quality of the Class  
16 Vehicles without revealing the defective nature of the Class Vehicles  
17 and their headlight systems; and
- 18           c. Defendant actively concealed the defective nature of the Class Vehicles  
19 and their headlight systems from Plaintiff and Class Members at the  
20 time of sale and thereafter.

21           69. The facts concealed or not disclosed by Defendant to Plaintiff and the other  
22 Class Members are material because a reasonable person would have considered them to be  
23 important in deciding whether or not to purchase or lease Defendant’s Class Vehicles, or to  
24 pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles  
25 suffered from the Headlight Defect described herein, they would not have purchased or leased  
26 the Class Vehicles or would have paid less for them.



1           78. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
2 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
3 California Sub-Class.

4           79. Defendant was at all relevant times the manufacturer, distributor, warrantor,  
5 and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use  
6 for which the Class Vehicles were purchased.

7           80. Defendant provided Plaintiff and Class Members with an implied warranty that  
8 the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes  
9 for which they were sold. However, the Class Vehicles were and are not fit for their ordinary  
10 purpose of providing reasonably reliable and safe transportation because the Class Vehicles  
11 suffer from a Headlight Defect that can make driving unreasonably dangerous.

12           81. Defendant impliedly warranted that the Class Vehicles were of merchantable  
13 quality and fit for such use. This implied warranty included, among other things: (i) a  
14 warranty that the Class Vehicles and their low beam headlights and related components  
15 designed, manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable  
16 for providing transportation; and (ii) a warranty that the Class Vehicles and their low beam  
17 headlights and related components would be fit for their intended use while the Class Vehicles  
18 were being operated.

19           82. Contrary to the applicable implied warranties, the Class Vehicles and their low  
20 beam headlights and related components, at the time of sale and thereafter, were not fit for  
21 their ordinary and intended purpose of providing Plaintiff and the other Class Members with  
22 reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as  
23 described more fully above.

24           83. Defendant's actions, as complained of herein, breached the implied warranty  
25 that the Class Vehicles were of merchantable quality and fit for such use in violation of  
26 California Civil Code sections 1792 and 1791.1, and California Commercial Code section  
27 2314.



**FOURTH CAUSE OF ACTION**

(Breach of Implied Warranty Under Magnuson-Moss Warranty Act,  
15 U.S.C. § 2301 *et seq.*)

84. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

85. Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the Nationwide Class, or, in the alternative, on behalf of the members of the California Sub-Class.

86. Plaintiff and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

87. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

88. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

89. Defendant’s implied warranty is an “implied warranty” within the meaning of 15 U.S.C. § 2301(7).

90. Defendant breached the implied warranty by virtue of the above-described acts.

91. Plaintiff and the other Class Members notified Defendant of the breach within a reasonable time and/or were not required to do so. Defendant was also on notice of the Headlight Defect from, among other sources, the complaints and service requests it received from Class Members and its dealers.

92. Defendant’s breach of the implied warranty deprived Plaintiff and Class Members of the benefits of their bargains

93. As a direct and proximate result of Defendant’s breach of the implied warranty, Plaintiff and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendant’s conduct damaged Plaintiff and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate.

**FIFTH CAUSE OF ACTION**

(Fraudulent Omission)

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2  
3 94. Plaintiff incorporates by reference the allegations contained in the preceding  
4 paragraphs of this Complaint.

5 95. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
6 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
7 California Sub-Class.

8 96. Defendant knew that the Class Vehicles and their headlight systems were  
9 defectively designed and/or manufactured, would fail, and were not suitable for their intended  
10 use.

11 97. Defendant concealed from and failed to disclose to Plaintiff and Class Members  
12 the defective nature of the Class Vehicles and their headlight systems.

13 98. Defendant was under a duty to Plaintiff and Class Members to disclose the  
14 defective nature of the Class Vehicles and their headlight systems because:

- 15 a. Defendant was in a superior position to know the true state of facts  
16 about the safety defect contained in the Class Vehicles and their  
17 headlight systems;
- 18 b. Defendant made partial disclosures about the quality of the Class  
19 Vehicles without revealing the defective nature of their headlight  
20 systems; and,
- 21 c. Defendant actively concealed the defective nature of the Class Vehicles  
22 and their headlight systems from Plaintiff and Class Members.

23 99. The facts concealed or not disclosed by Defendant to Plaintiff and the other  
24 Class Members are material in that a reasonable person would have considered them to be  
25 important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser  
26 price for them. Had Plaintiff and Class Members known about the defective nature of the  
27 Class Vehicles and their headlight systems, they would not have purchased or leased the Class  
28 Vehicles, or would have paid less for them.



- 1           d.     That Defendant immediately cease the sale and leasing of the Class
- 2                     Vehicles at all authorized Toyota dealerships without first notifying the
- 3                     purchasers of the Headlight Defect, and otherwise immediately cease to
- 4                     engage in the violations of law as set forth above.
- 5           e.     Damages and restitution in an amount to be proven at trial.
- 6           f.     An order certifying the proposed Classes, designating Plaintiff as named
- 7                     representative of the Classes, and designating the undersigned as Class
- 8                     Counsel;
- 9           g.     A declaration that Defendant is financially responsible for notifying all
- 10                    Class Members about the defective nature of the Class Vehicles and
- 11                    their headlight systems;
- 12           h.     Any and all remedies provided pursuant to the UCL, CLRA,
- 13                    California's implied warranty laws alleged herein, and the Magnuson-
- 14                    Moss Warranty Act;
- 15           i.     An award to Plaintiff and the Class of compensatory, exemplary, and
- 16                    statutory damages, including interest, in an amount to be proven at trial;
- 17           j.     A declaration that Defendant must disgorge, for the benefit of the Class,
- 18                    all or part of the ill-gotten profits it received from the sale or lease of the
- 19                    Class Vehicles, and/or make full restitution to Plaintiff and Class
- 20                    Members;
- 21           k.     An award of attorneys' fees and costs, as allowed by law;
- 22           l.     An award of attorneys' fees and costs pursuant to California Code of
- 23                    Civil Procedure Section 1021.5;
- 24           m.     An award of pre-judgment and post-judgment interest, as provided by
- 25                    law;
- 26           n.     Leave to amend the Complaint to conform to the evidence produced at
- 27                    trial; and,
- 28           o.     Such other relief as may be appropriate under the circumstances.

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: December 16, 2016

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