

[REDACTED]
[REDACTED]
Hillsborough, Ca
[REDACTED]

Call # 10151 946

On October 17, 2000, [REDACTED] purchased a new 2000 Mercedes Benz S 500V (VIN WDBNG75J9Y [REDACTED]) with an odometer reading of 69 miles, as reflected on the purchase agreement, a copy of which is and attached, from Autobahn Motors in Belmont, California. The vehicle carries a Mercedes Benz 4 year factory warranty. During September 2004, Mr. Merritt returned to Autobahn with the vehicle he had purchased to inquire about warranty work concerning a blemish to the paint. During discussions with the service manager, David Alheim, [REDACTED] learned that there were other paint flaws which [REDACTED] had not noticed and that the warranty had expired in July 2004. [REDACTED] assured Mr. Alheim, the service manager, that he had purchased the vehicle new, from Autobahn, in October of 2000, and that the vehicle was neither a used car nor a demonstrator. Mr. Alheim told [REDACTED] that he would retrieve the records on the sale of the car and that he would then contact [REDACTED].

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[REDACTED] returned home and immediately called the Mercedes Benz 800 factory number. [REDACTED] was told by the Mercedes-Benz representative that he [REDACTED] was not the owner of the vehicle and that Merced-Benz would not give him any additional information unless and until Mr. Merritt provided evidence of his ownership. [REDACTED] then faxed to the Mercedes-Benz factory representative his Bill of Sale. [REDACTED] followed up with a telephone call to the factory representative the following day and asked

W. Bergant
3/20/06

for the history of the car. The factory representative then told [REDACTED] that the factory records showed another person to have owned the car approximately 3 months prior to [REDACTED] having purchased the car. When [REDACTED] inquired to ascertain the identity of the former owner, he was told Mercedes-Benz would not disclose that information.

[REDACTED] then asked what the factory could tell him about the car prior to his ownership. He was told the car had warranty work done on it on September 6 when it had 128 miles on it and warranty work again a day later at 220 + miles. [REDACTED] asked if the representative would fax him the information which the representative said would be done. After several days without receiving the promised information, [REDACTED] call the factory representative back and was told that Mercedes-Benz would not send out any information that had mileage on it.

Mr. Alheim later contacted [REDACTED] and agreed to fix the paint. However, [REDACTED] became more concerned about the history of the car than the paint defects. The defects to the paint remain on the car.

Shortly after taking delivery, [REDACTED] noticed a strong order of garlic in the car, after the car had been left in the sun and the interior had warmed up. The car was taken to Autobahn Motors in an effort to ascertain the source of the order, initially without success. On November 21, 2000, when the car had 864 miles on it, [REDACTED] returned to the car to Autobahn's service department to

replace the standard steering wheel with a wooden steering wheel, [REDACTED] purchased from Valley Motors Inc. in Fayetteville, North Carolina. The service technician at Autobahn Motors, who replaced the steering wheel remarked to [REDACTED] that when he removed the original wheel, he found evidence of human vomit behind the wheel, which explained the odor of garlic. He advised [REDACTED] he removed the vomit and installed the new wheel. The odor has not returned.

[REDACTED] then retained counsel to investigate the circumstances surrounding his purchase of the car and a lawsuit was filed in his behalf in the San Mateo Superior Court. The case is scheduled for trial on March 6, 2006.

The investigation during the lawsuit disclosed records reflecting that the vehicle [REDACTED] purchased from Autobahn, although sold as new, was in fact a used car.

On July 13, 2000, the vehicle was sold to [REDACTED] [REDACTED] Citrus Heights, CA [REDACTED] telephone [REDACTED] through the Mercedes Benz European Delivery Program, three (3) months before [REDACTED] purchased the car.

Attached is a copy of the Mercedes-Benz hotel application for European Delivery in the signed by Frank Sheets, the then general manager of Autobahn, who traveled to Germany with the buyer, [REDACTED] when the car was picked up at the factory. The hotel reservation shows April 13 to 15, 2000.

The Confirmation Order and Certificate of Origin both issued to [REDACTED] are also attached.

The car was driven in Germany by Ms. [REDACTED]

The Mercedes-Benz of North America, Inc., European Delivery Program VPC (Vehicle Preparation Center) Exception Report, identifying [REDACTED] as the "owner" is attached.

The Mercedes-Benz master computer system reflects a repair or replacement on September 6, 2000. The record, which is attached, shows a mileage of 128 miles.

On October 17, 2000, [REDACTED] purchased the car with 69 miles on it. A copy of the Purchase Contract and DMV Vehicle/Vessel Transfer Form are attached.

On December 19, 2005, [REDACTED] took the car to a local Mercedes-Benz shop in Burlingame, California, to have the car inspected. Raymond Valdez, the owner or a technician at the shop, inspected the car. Mr. Valdez informed [REDACTED] that he (Mr. Valdez) had worked for Autobahn Motors for many years and was experienced in removing instrument clusters and that there was only one wire that plugged into the back of the cluster. Although [REDACTED] asked Mr. Valdez not to remove the cluster, Mr. Valdez had already locked the keys used to remove the cluster into dashboard. He could not remove the keys without removing the instrument cluster. Mr. Valdez then removed the cluster from the car. He pointed out to [REDACTED] that there was a white sticker on the cluster and

he told [REDACTED] the sticker identified the cluster as having been worked on by Palo Alto Speedometer. [REDACTED] asked whether the car could be driven without the cluster in it. Mr. Valdez answered that it could, although when the cluster is returned to the car, the check engine light might be on.

As Mr. Valdez was removing the cluster he noticed scratches on the top of the cluster and he stated the cluster had previously been removed. He then mentioned to [REDACTED] that the cluster had been worked on by Palo Alto Speedometer, a speedometer repair facility in Palo Alto, California. Mr. Valdez also remarked that Mr. Valdez went on to say that he had formerly worked at Autobahn when Frank Sheets worked there and that, the service manager at Autobahn, was known for removing instrument clusters from vehicles and sending them to Palo Alto Speedometer when the mileage was turned back. Mr. Valdez stated that the clusters were removed by the night shift and reinstalled by the night shift. An area of the shop where the clusters were removed and reinstalled was kept restricted from the employees in general, except those working on the clusters.

Mr. Valdez was then asked IF he would help [REDACTED] in his lawsuit. He said he did not want to get involved. Mr. Valdez mentioned that he buys his parts from Autobahn and still has many friends working there. He stated that Frank Sheets who was then the general manager had dozens of people to pick up cars in Germany. The cars were driven for

two (2) weeks in Germany and then shipped to Autobahn where clusters were removed, sent to Palo Alto Speedometer. Mr. Valdez stated that no amount of money or "even if [he] had to go to prison, [he] would not betray his friends".

Mr. Valdez related that the European Delivery cars were laundered and sold as new cars. Since the warranty begins when the car is delivered in Germany, Autobahn's retail customer did not receive the full factory warranty. The scheme allowed Autobahn to increase its income from each car, resulting in hundreds of thousands of dollars of increased profits, while avoiding hundreds of thousands of dollars in transfer fees due the state of California. Autobahn was able to further capitalize on its scheme because of the factory allocation method used to distribute new cars to its dealers is not impacted when a car is purchased through the European Delivery Program, using a third party to take title.

Additionally, since Autobahn did not notify the factory that the car had been sold to a retail customer, the factory was unable to notify Autobahn's retail customers of potential safety hazards associated with the cars.

Under pressure from Autobahn, individuals knowledgeable in the practices described above are unwilling to publicly cooperate to expose Autobahn's actions.

If you have any questions or wish to interview [REDACTED]

[REDACTED], he can be reached at [REDACTED] during the day.

Dated: January 25, 2006

[REDACTED]

Palo Alto Speedometer, Inc.
718 Emerson Street
Palo Alto, CA 94301-2410
Tel: (650) 323-0243
Fax: (650) 323-4632
<http://www.paspedo.com>

Hartmut C. Mees

VDO

MOTOMETER

SMITHS

VEGLIA
BORLETTI

BECKER

Hiemeyer

BLAUPUNKT

JAEGER

Raymond Valdez
(650) 759-0003

www.thebenzdoctor.com



Mercedes-Benz Specialist

The
Benz Doctor



Mercedes-Benz

BILL OF SALE

Mercedes-Benz USA, Inc. ("Seller") whose address is One Mercedes Drive,
Montvale, New Jersey 07645, in consideration of the sum of SEE INVOICE
paid to me by _____

("Buyer"),

whose address is _____

DANVILLE, CA _____

the receipt whereof is hereby acknowledged, has bargained and sold, and
hereby transfers and delivers to Buyer on the 12th day of July 19 2000
Seller's right, title and interest in and to the below described vehicle.

Make of Vehicle: MERCEDES-BENZ

Vehicle License Number: BB-34 P

Vehicle Identification Number: WDBNG75J9Y _____

Seller hereby certifies that as lawful owner of said vehicle, Seller has the right
to sell same and covenants and agrees to warrant and defend the title to the
vehicle against all lawful claims except claims of the lienholder noted below
and that said vehicle is free from all liens and encumbrances except the lien in
favor of the lienholder identified as follows:

Lienholder _____

Street Address _____

City, State, Zip Code _____

Seller _____

Mercedes-Benz USA, Inc.

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE 12th July 2000

Mercedes-Benz

INVOICE NO.

VEHICLE IDENTIFICATION NO. WDENG75J

YEAR 2000

MAKE Mercedes-Benz

BODY TYPE 4 d sedan

SHIPPING WEIGHT 3925 lbs.

H.P. (S.A.E.) 302

G.V.W.R. 5110 lbs.

NO. CYLS. 8

SERIES OR MODEL S500V

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC. DANVILLE, CA

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

DAIMLERCHRYSLER AKTIENGESELLSCHAFT

BY: [Signature] (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

STUTTGART - UNTERTUERKHEIM/GERMANY CITY - STATE

VEHICLE MASTER INQUIRY (VMI)

DATE: 10/17/00
 TIME: 18:11:04
 TOUR IN: T

DOS765R
 VIN NUMBER : WDBNG75J9Y [REDACTED] OWNER : [REDACTED]
 BAUM/SERIAL: WDB2201751 [REDACTED] ENGINE 11396030198766 TRANS 2189345
 LAST REPAIR VEHICLE INFORMATION WARR. STAT. WARRANTY AND SALE
 MILEAGE: 128 MODEL YEAR: 2000 DEMO N WARR START : 07/13/00
 IND : MODEL TYPE: S500V CONS N DEL/RET DATE : 07/13/00
 DATE : 09/06/00 RADIO CODE: PRES N SELL RETAILER: 05765
 SERIAL NUM: 19
 ODOMETER -- REPL DATE: MILEAGE: FAIL: N
 OPEN CAMPAIGNS :

PAINT UPPER: OPTIONS: NO OPEN CAMPGNS
 PAINT LOWER: 347
 UPHOLSTRY 238
 EX-FACTORY DATE: 05/10/00
 SERVICE PACKAGES

| CODE | SELL RETAILER | START DATE | END DATE | START MILES | END MILES |
|------|---------------|------------|----------|-------------|-----------|
|------|---------------|------------|----------|-------------|-----------|

!!! MORE INFORMATION BELOW !!!

W783A84 VEHICLE MASTER INQUIRY (VMI) DATE: 10/17/00
 DOS765R VEHICLE HISTORY TIME: 18:11:06
 VIN NUMBER : WDBNG75J9Y [REDACTED] OWNER : MCQUAGGE
 BAUM/SERIAL: WDB220175 [REDACTED] ENGINE NUM: 1139 [REDACTED]

| REPAIR DATE | DAMAGE CODE | CLAIM NUMBER | SEQ | R/O NUMBER | LN | RETAIL CODE | MILEAGE |
|-------------|-------------|--------------|-----|------------|----|-------------|---------|
| 09/06/00 | 5400173 | 023327405 | 001 | 31671 | A | 60079 | 128 |

COMMAND ==>

Vehicle Master Inquiry

WOB NG750
WOB 220170

Owner Engine No

Owner # of Line 0001

Service Mileage 128 Indicator Miles Date 09/08/2000

Vehicle Info Model/Year S200V 2000 Radio Code Serial No 18

Warranty & Sale Warranty Start 07/13/2000 Retail Date 07/13/2000 Selling Retailer 05768

Odometer Rep Date Mileage Fall

Status Status Need Authorization Mileage Discrepancies Warranty Less Than 30 Days Review History Open CAC

Option Codes

| OpCd | Option Description |
|------|------------------------------|
| 220 | Parktronic System |
| 231 | Universal Garage Door Opener |
| 349 | ECB Emergency Calling System |
| 352 | COMMAND System |
| 414 | Glass Sunroof |
| 461 | English Inscriptions |
| 484 | Calif Emission Control Equip |
| 540 | Elect. Rear Window Sunshade |
| 551 | Anti-Theft Alarm System |
| 612 | Kenon Headlamps |
| 731 | Burl Walnut Trim |
| 800 | 2000 Registration Year |
| 810 | Bose Premium Sound System |
| 820 | Heated Front Seats |
| 873 | Power Door/Trunk Closer |
| 983 | |

Vehicle History

| Damage Code | Damage Text | Retailer Code | EO Number | Line No | Claim No | Repair Date | Mile | Service Type | Seq No |
|-------------|--------------------------|---------------|-----------|---------|----------|-------------|------|--------------|--------|
| 5400173 | BATTERY electrical fault | 00079 | 31871 | A | 23227409 | 2000/09/04 | 128 | 03 | 0001 |

VMI - Production Data

Manufacturer 00000 Production Date 05/10/2000 upholstery 238

Paint Upper Paint Lower 347 Delivery Date

Invoice Date 07/13/2000 Invoice Retailer 05768 Delivery Type



A Public Service Agency

VEHICLE/VESSEL TRANSFER FORM

Bill of Sale Odometer Disclosure Power of Attorney

ALL SIGNATURES MUST BE IN INK. INSTRUCTIONS ON REVERSE SIDE

SECTION 1: Vehicle/Vessel Identification

| IDENTIFICATION NUMBER | YEAR | MAKE | MODEL | LICENSE PLATE/CF # | MOTORCYCLE ENGINE # |
|------------------------------|------|----------|-------|--------------------|---------------------|
| W D B N G 7 5 J 9 [REDACTED] | 2000 | MERCEDES | S500V | APPLY | |

SECTION 2: Bill of Sale

We AUTOBAEN MOTORS sell, transfer, and deliver the above vehicle/vessel to [REDACTED] on 10/17/00 for the amount of \$ [REDACTED]

(PRINT SELLER'S NAME(S)) (BUYER'S NAME(S)) MO DAY YR (SELLING PRICE)

If this was a gift, indicate relationship: _____ (i.e., parents, spouse, friend, etc.) \$ R/A

(GIFT VALUE)

SECTION 3: Odometer Disclosure Statement

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads 000,069 (no tenths) miles, and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING—ODOMETER DISCREPANCY

Mileage exceeds the odometer mechanical limits Odometer reading is NOT the actual mileage

Explain discrepancy: _____

SECTION 4: Power of Attorney

We GEORGE M MERRITT appoint AUTOBAEN MOTORS as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

(PRINT NAME(S)) (PRINT NAME(S))

Signature required by person appointing Power of Attorney X DATE 10/17/00

Signature required by person appointing Power of Attorney X DATE _____

SECTION 5: Buyer and Seller Information (Individuals, Company, Dealership, Lessor/Lessee or Trust)

BUYER MUST COMPLETE

I acknowledge the odometer reading and the facts of the transfer. I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
|-----------------|--------------|----------|---------------------|
| [REDACTED] | X [REDACTED] | 10/17/00 | B04607D4 |
| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
| [REDACTED] | X [REDACTED] | | |
| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
| [REDACTED] | X [REDACTED] | | |
| MAILING ADDRESS | CITY | STATE | ZIP DAYTIME PHONE # |
| [REDACTED] | BURLINGAME | CA | [REDACTED] |

SELLER MUST COMPLETE

I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
|------------------------|-------------------|----------|---------------------|
| <u>AUTOBAEN MOTORS</u> | <u>G. DELMATA</u> | 10/17/00 | 14930 |
| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
| [REDACTED] | X [REDACTED] | | |
| PRINT NAME | SIGNATURE | DATE | DL ID OR DEALER # |
| [REDACTED] | X [REDACTED] | | |
| MAILING ADDRESS | CITY | STATE | ZIP DAYTIME PHONE # |
| 700 ISLAND PKWY. | BELMONT | CA | [REDACTED] |

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
 - x. You give us a security interest in:
 - The vehicle and all parts or goods installed on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance or service or gap contracts we finance for you; and
 - All proceeds from insurance or service or gap contracts we finance for you. This includes any refunds of premiums.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and

1. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance or service or gap contracts.** This contract may contain charges for optional insurance or service or gap contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application. You promise you have given a true payoff amount on any vehicle traded in. If that payoff is more than the amount shown in item 6.B. on the front of this contract, you must pay us the excess upon demand.

You waive the provisions of Calif. Vehicle Code Section 1806.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a

charge you must pay. The charge will be the premium for the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance or service or gap contract charges.** If we obtain a refund on insurance or service or gap contracts, we will subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default); we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:

- a. You do not pay any payment on time;
- b. You start a proceeding in bankruptcy or one is started against you or your property; or
- c. You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the Insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Rescission Rights

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may rescind (cancel) the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to rescind. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to

(Assignee) at (address)

under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse

Assigned without recourse

Assigned with limited recourse

Seller

By

Title



MERCEDES-BENZ HOTEL APPLICATION FOR EUROPEAN DELIVERY (OPTIONAL)

FOR E.D. PURPOSE ONLY

Mercedes-Benz

PLEASE TYPE

| | | |
|--|---|--------------------------------|
| Tourist Order No. <u>00707/88350</u> | Car Delivery Date <u>July 12, 2000</u> | Date Hotel Documents Needed |
| Purchaser of Car [Redacted] | Dealership <u>Autohahn Motors</u> | Dealer Phone/Fax [Redacted] |
| Authorized Traveler/Lessee [Redacted] | | Sales Consultant/Contract |
| Full Address of Traveler(s) (No P.O. Boxes) <u>[Redacted] Danville, CA [Redacted]</u> | | |
| Home Phone [Redacted] | Business Phone [Redacted] | Fax [Redacted] |
| Citizenship of Traveler(s) <u>USA</u> | | Passport Number(s)/Exp. |

**ALL RESERVATIONS MUST COINCIDE WITH CAR DELIVERY DATE
THIS IS APPLICABLE TO ALL ORDERS. ONE HOTEL PACKAGE PER CAR PURCHASE.**

ROOMS ARE SUBJECT TO AVAILABILITY
PLEASE CHOOSE FROM BELOW:

STANDARD PACKAGE (NO ADDITIONAL COST)

Two (2) nights total (for one or two persons, with breakfast); hotels marked with an asterisk* also include dinner. You may choose from any of the 10 hotels listed below to total two nights.

| Hotel Reservation Request: | Single Room | <input checked="" type="checkbox"/> Double Room | Arrival Date | Departure Date | Total Nights |
|---|-------------|---|----------------|----------------|--------------|
| Inter-Continental Stuttgart | | | | | |
| Schlosshotel Buhlerhöhe Baden-Baden | | | <u>4/13/00</u> | <u>4/15/00</u> | <u>2</u> |
| Parkhotel Adler* Black Forest | | | | | |
| Interalpen Hotel* Telfs, Austria | | | | | |
| Zur Tanne* Kitzbühel, Austria | | | | | |
| Hotel Bayerischer Hof Munich | | | | | |
| Schlosshotel Lisi Hohenschwangau | | | | | |
| Hotel Gravenbruch Kampfenel Frankfurt | | | | | |
| Hotel Regent Petite France Strasbourg, France | | | | | |
| Hotel du Louvre Paris, France | | | | | |
| TOTAL | | | | | <u>2</u> |

BLACK FOREST ALPS RALLY PACKAGE (\$1200.00)

Six (6) nights total (for one or two persons, with breakfast), (includes two nights Std. Pkg.). Hotels marked with an asterisk* also include dinner. You may choose any combination of the six hotels listed below to total six nights, maximum two (2) nights at each hotel.

| Hotel Reservation Request: | Single Room | Double Room | Arrival Date | Departure Date | Total Nights |
|-------------------------------------|-------------|-------------|--------------|----------------|--------------|
| Inter-Continental Stuttgart | | | | | |
| Schlosshotel Buhlerhöhe Baden-Baden | | | | | |
| Parkhotel Adler* Black Forest | | | | | |
| Interalpen Hotel* Telfs, Austria | | | | | |
| Zur Tanne* Kitzbühel, Austria | | | | | |
| Hotel Bayerischer Hof Munich | | | | | |
| TOTAL | | | | | <u>6</u> |

Payment of the Black Forest Alps Rally must be made directly to dealer.

Additional nights, rooms, and/or guests can be accommodated for both packages, at client's own expense. Hotel rates may vary depending upon package selected. Credit card information is for hotel guarantee purposes and only required when adding additional hotel nights, rooms, or guests.

Credit Card Number _____ Exp. _____ If travelling with children, please indicate their ages _____

PLEASE COMPLETE THIS APPLICATION AND SEND THE ORIGINAL AND SECOND COPY ALONG WITH YOUR EUROPEAN DELIVERY PURCHASE DOCUMENTS TO: MERCEDES-BENZ OF NORTH AMERICA, INC., ATTN: EUROPEAN DELIVERY DEPT., ONE MERCEDES DRIVE, MONTVALE, NJ 07645.

HOTEL RESERVATIONS:

Will be made through the European Delivery Travel Department. The travel department will send hotel vouchers for each night's stay once written confirmation from the hotel and full payment (of package) have been received. This voucher must be presented to respective hotel at time of check-in. Incidentals are at client's expense. Rooms are subject to availability.

Any subsequent changes and/or travel cancellations must be submitted in writing to the European Delivery Travel Department. Fax number: 201-573-2266. Phone number: 800-243-3876 option #2.

THE ABOVE IS SUBJECT TO CHANGE WITHOUT NOTICE. CANCELLATIONS OF TRAVEL AND HOTELS MAY RESULT IN NON-REFUNDABLE FEES, DEPENDING ON CIRCUMSTANCES.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MERCEDES-BENZ OF NORTH AMERICA, INC. AND ITS PARENT COMPANY AND AFFILIATES ARE NOT RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE AIRLINES, HOTELS, OR ANY THIRD PARTIES PROVIDING SERVICES TO YOU IN CONJUNCTION WITH YOUR AIR TRAVEL ARRANGEMENTS, HOTEL ACCOMMODATIONS, MEALS, ETC.

SIGNATURE OF CAR PURCHASER: [Redacted]

DATE: 4/12/00

DISTRIBUTION: White: Original - MBNA/E.D. Travel Dept. Pink: MBNA/E.D. Blue: Dealer Copy Yellow: Client Copy

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Effective: [See Text Amendments]

United States Code Annotated Currentness

Title 49. Transportation (Refs & Annos)

Subtitle VI. Motor Vehicle and Driver Programs

■ Part C. Information, Standards, and Requirements (Refs & Annos)

→ Chapter 327. Odometers

§ 32701. Findings and purposes

(a) Findings.--Congress finds that--

- (1) buyers of motor vehicles rely heavily on the odometer reading as an index of the condition and value of a vehicle;
- (2) buyers are entitled to rely on the odometer reading as an accurate indication of the mileage of the vehicle;
- (3) an accurate indication of the mileage assists a buyer in deciding on the safety and reliability of the vehicle; and
- (4) motor vehicles move in, or affect, interstate and foreign commerce.

(b) Purposes.--The purposes of this chapter are--

- (1) to prohibit tampering with motor vehicle odometers; and
- (2) to provide safeguards to protect purchasers in the sale of motor vehicles with altered or reset odometers.

Effective: [See Text Amendments]

§ 32702. Definitions

In this chapter--

- (1) "auction company" means a person taking possession of a motor vehicle owned by another to sell at an auction.
- (2) "dealer" means a person that sold at least 5 motor vehicles during the prior 12 months to buyers that in good faith bought the vehicles other than for resale.
- (3) "distributor" means a person that sold at least 5 motor vehicles during the prior 12 months for resale.
- (4) "leased motor vehicle" means a motor vehicle leased to a person for at least 4 months by a lessor that leased at least 5 vehicles during the prior 12 months.

(5) "odometer" means an instrument for measuring and recording the distance a motor vehicle is driven, but does not include an auxiliary instrument designed to be reset by the operator of the vehicle to record mileage of a trip.

(6) "repair" and "replace" mean to restore to a sound working condition by replacing any part of an odometer or by correcting any inoperative part of an odometer.

(7) "title" means the certificate of title or other document issued by the State indicating ownership.

(8) "transfer" means to change ownership by sale, gift, or any other means.

Effective: [See Text Amendments]

§ 32703. Preventing tampering

A person may not--

(1) advertise for sale, sell, use, install, or have installed, a device that makes an odometer of a motor vehicle register a mileage different from the mileage the vehicle was driven, as registered by the odometer within the designed tolerance of the manufacturer of the odometer;

(2) disconnect, reset, alter, or have disconnected, reset, or altered, an odometer of a motor vehicle intending to change the mileage registered by the odometer;

(3) with intent to defraud, operate a motor vehicle on a street, road, or highway if the person knows that the odometer of the vehicle is disconnected or not operating; or

(4) conspire to violate this section or section 32704 or 32705 of this title.

Effective: [See Text Amendments]

§ 32704. Service, repair, and replacement

(a) **Adjusting mileage.**--A person may service, repair, or replace an odometer of a motor vehicle if the mileage registered by the odometer remains the same as before the service, repair, or replacement. If the mileage cannot remain the same--

(1) the person shall adjust the odometer to read zero; and

(2) the owner of the vehicle or agent of the owner shall attach a written notice to the left door frame of the vehicle specifying the mileage before the service, repair, or replacement and the date of the service, repair, or replacement.

(b) **Removing or altering notice.**--A person may not, with intent to defraud, remove or alter a notice attached to a motor vehicle as required by this section.

Effective: June 09, 1998

§ 32705. Disclosure requirements on transfer of motor vehicles

(a) (1) **Disclosure requirements.**--Under regulations prescribed by the Secretary of Transportation that include the way in which information is disclosed and retained under this section, a person transferring ownership of a motor vehicle shall give the transferee the following written disclosure:

(A) Disclosure of the cumulative mileage registered on the odometer.

(B) Disclosure that the actual mileage is unknown, if the transferor knows that the odometer reading is different from the number of miles the vehicle has actually traveled.

(2) A person transferring ownership of a motor vehicle may not violate a regulation prescribed under this section or give a false statement to the transferee in making the disclosure required by such a regulation.

(3) A person acquiring a motor vehicle for resale may not accept a written disclosure under this section unless it is complete.

(4) (A) This subsection shall apply to all transfers of motor vehicles (unless otherwise exempted by the Secretary by regulation), except in the case of transfers of new motor vehicles from a vehicle manufacturer jointly to a dealer and a person engaged in the business of renting or leasing vehicles for a period of 30 days or less.

(B) For purposes of subparagraph (A), the term "new motor vehicle" means any motor vehicle driven with no more than the limited use necessary in moving, transporting, or road testing such vehicle prior to delivery from the vehicle manufacturer to a dealer, but in no event shall the odometer reading of such vehicle exceed 300 miles.

(5) The Secretary may exempt such classes or categories of vehicles as the Secretary deems appropriate from these requirements. Until such time as the Secretary amends or modifies the regulations set forth in 49 CFR 580.6, such regulations shall have full force and effect.

(b) **Mileage statement requirement for licensing.**--(1) A motor vehicle the ownership of which is transferred may not be licensed for use in a State unless the transferee, in submitting an application to a State for the title on which the license will be issued, includes with the application the transferor's title and, if that title contains the space referred to in paragraph (3) (A) (iii) of this subsection, a statement, signed and dated by the transferor, of the mileage disclosure required under subsection (a) of this section. This paragraph does not apply to a transfer of ownership of a motor vehicle that has not been licensed before the transfer.

(2) (A) Under regulations prescribed by the Secretary, if the title to a motor vehicle issued to a transferor by a State is in the possession of a lienholder when the transferor transfers ownership of the vehicle, the transferor may use a written power of attorney (if allowed by State law) in making the mileage disclosure

required under subsection (a) of this section. Regulations prescribed under this paragraph--

- (i) shall prescribe the form of the power of attorney;
- (ii) shall provide that the form be printed by means of a secure printing process (or other secure process);
- (iii) shall provide that the State issue the form to the transferee;
- (iv) shall provide that the person exercising the power of attorney retain a copy and submit the original to the State with a copy of the title showing the restatement of the mileage;
- (v) may require that the State retain the power of attorney and the copy of the title for an appropriate period or that the State adopt alternative measures consistent with section 32701(b) of this title, after considering the costs to the State;
- (vi) shall ensure that the mileage at the time of transfer be disclosed on the power of attorney document;
- (vii) shall ensure that the mileage be restated exactly by the person exercising the power of attorney in the space referred to in paragraph (3)(A)(iii) of this subsection;
- (viii) may not require that a motor vehicle be titled in the State in which the power of attorney was issued;
- (ix) shall consider the need to facilitate normal commercial transactions in the sale or exchange of motor vehicles; and
- (x) shall provide other conditions the Secretary considers appropriate.

(B) Section 32709(a) and (b) applies to a person granting or granted a power of attorney under this paragraph.

(3)(A) A motor vehicle the ownership of which is transferred may not be licensed for use in a State unless the title issued by the State to the transferee--

- (i) is produced by means of a secure printing process (or other secure process);
- (ii) indicates the mileage disclosure required to be made under subsection (a) of this section; and
- (iii) contains a space for the transferee to disclose the mileage at the time of a future transfer and to sign and date the disclosure.

(B) Subparagraph (A) of this paragraph does not require a State to verify, or preclude a State from verifying, the mileage information contained in the title.

(c) Leased motor vehicles.--(1) For a leased motor vehicle, the regulations prescribed under subsection (a) of this section shall require written disclosure

about mileage to be made by the lessee to the lessor when the lessor transfers ownership of that vehicle.

(2) Under those regulations, the lessor shall provide written notice to the lessee of--

(A) the lessee's mileage disclosure requirements under paragraph (1) of this subsection; and

(B) the penalties for failure to comply with those requirements.

(3) The lessor shall retain the disclosures made by a lessee under paragraph (1) of this subsection for at least 4 years following the date the lessor transfers the leased motor vehicle.

(4) If the lessor transfers ownership of a leased motor vehicle without obtaining possession of the vehicle, the lessor, in making the disclosure required by subsection (a) of this section, may indicate on the title the mileage disclosed by the lessee under paragraph (1) of this subsection unless the lessor has reason to believe that the disclosure by the lessee does not reflect the actual mileage of the vehicle.

(d) **State alternate vehicle mileage disclosure requirements.**--The requirements of subsections (b) and (c)(1) of this section on the disclosure of motor vehicle mileage when motor vehicles are transferred or leased apply in a State unless the State has in effect alternate motor vehicle mileage disclosure requirements approved by the Secretary. The Secretary shall approve alternate motor vehicle mileage disclosure requirements submitted by a State unless the Secretary decides that the requirements are not consistent with the purpose of the disclosure required by subsection (b) or (c), as the case may be.

(e) **Auction sales.**--If a motor vehicle is sold at an auction, the auction company conducting the auction shall maintain the following records for at least 4 years after the date of the sale:

(1) the name of the most recent owner of the motor vehicle (except the auction company) and the name of the buyer of the motor vehicle.

(2) the vehicle identification number required under chapter 301 or 331 of this title.

(3) the odometer reading on the date the auction company took possession of the motor vehicle.

(f) **Application and revision of State law.**--(1) Except as provided in paragraph (2) of this subsection, subsections (b)-(e) of this section apply to the transfer of a motor vehicle after April 28, 1989.

(2) If a State requests, the Secretary shall assist the State in revising its laws to comply with subsection (b) of this section. If a State requires time beyond April 28, 1989, to revise its laws to achieve compliance, the Secretary, on request of the State, may grant additional time that the Secretary considers reasonable by publishing a notice in the Federal Register. The notice shall include the reasons

for granting the additional time. In granting additional time, the Secretary shall ensure that the State is making reasonable efforts to achieve compliance.

Effective: November 20, 1997

§ 32706. Inspections, investigations, and records

(a) **Authority to inspect and investigate.**--Subject to section 32707 of this title, the Secretary of Transportation may conduct an inspection or investigation necessary to carry out this chapter or a regulation prescribed or order issued under this chapter. The Secretary shall cooperate with State and local officials to the greatest extent possible in conducting an inspection or investigation. The Secretary may give the Attorney General information about a violation of this chapter or a regulation prescribed or order issued under this chapter.

(b) **Entry, inspection, and impoundment.**--(1) In carrying out subsection (a) of this section, an officer or employee designated by the Secretary, on display of proper credentials and written notice to the owner, operator, or agent in charge, may--

(A) enter and inspect commercial premises in which a motor vehicle or motor vehicle equipment is manufactured, held for shipment or sale, maintained, or repaired;

(B) enter and inspect noncommercial premises in which the Secretary reasonably believes there is a motor vehicle or motor vehicle equipment that is an object of a violation of this chapter;

(C) inspect that motor vehicle or motor vehicle equipment; and

(D) impound for not more than 72 hours for inspection a motor vehicle or motor vehicle equipment that the Secretary reasonably believes is an object of a violation of this chapter.

(2) An inspection or impoundment under this subsection shall be conducted at a reasonable time, in a reasonable way, and with reasonable promptness. The written notice may consist of a warrant issued under section 32707 of this title.

(c) **Reasonable compensation.**--When the Secretary impounds for inspection a motor vehicle (except a vehicle subject to subchapter I of chapter 135 of this title) or motor vehicle equipment under subsection (b) (1) (D) of this section, the Secretary shall pay reasonable compensation to the owner of the vehicle or equipment if the inspection or impoundment results in denial of use, or reduction in value, of the vehicle or equipment.

(d) **Records and information requirements.**--(1) To enable the Secretary to decide whether a dealer or distributor is complying with this chapter and regulations prescribed and orders issued under this chapter, the Secretary may require the dealer or distributor--

(A) to keep records;

(B) to provide information from those records if the Secretary states the purpose

for requiring the information and identifies the information to the fullest extent practicable; and

(C) to allow an officer or employee designated by the Secretary to inspect relevant records of the dealer or distributor.

(2) This subsection and subsection (e)(1)(B) of this section do not authorize the Secretary to require a dealer or distributor to provide information on a regular periodic basis.

(e) **Administrative authority and civil actions to enforce.**--(1) In carrying out this chapter, the Secretary may--

(A) inspect and copy records of any person at reasonable times;

(B) order a person to file written reports or answers to specific questions, including reports or answers under oath; and

(C) conduct hearings, administer oaths, take testimony, and require (by subpoena or otherwise) the appearance and testimony of witnesses and the production of records the Secretary considers advisable.

(2) A witness summoned under this subsection is entitled to the same fee and mileage the witness would have been paid in a court of the United States.

(3) A civil action to enforce a subpoena or order of the Secretary under this subsection may be brought in the United States district court for any judicial district in which the proceeding by the Secretary is conducted. The court may punish a failure to obey an order of the court to comply with the subpoena or order of the Secretary as a contempt of court.

(f) **Prohibitions.**--A person may not fail to keep records, refuse access to or copying of records, fail to make reports or provide information, fail to allow entry or inspection, or fail to permit impoundment, as required under this section.

Effective: [See Text Amendments]

§ 32707. Administrative warrants

(a) **Definition.**--In this section, "probable cause" means a valid public interest in the effective enforcement of this chapter or a regulation prescribed under this chapter sufficient to justify the inspection or impoundment in the circumstances stated in an application for a warrant under this section.

(b) **Warrant requirement and issuance.**--(1) Except as provided in paragraph (4) of this subsection, an inspection or impoundment under section 32706 of this title may be carried out only after a warrant is obtained.

(2) A judge of a court of the United States or a State court of record or a United States magistrate may issue a warrant for an inspection or impoundment under section 32706 of this title within the territorial jurisdiction of the court or magistrate. The warrant must be based on an affidavit that--

(A) establishes probable cause to issue the warrant; and

(B) is sworn to before the judge or magistrate by an officer or employee who knows the facts alleged in the affidavit.

(3) The judge or magistrate shall issue the warrant when the judge or magistrate decides there is a reasonable basis for believing that probable cause exists to issue the warrant. The warrant must--

(A) identify the premises, property, or motor vehicle to be inspected and the items or type of property to be impounded;

(B) state the purpose of the inspection, the basis for issuing the warrant, and the name of the affiant;

(C) direct an individual authorized under section 32706 of this title to inspect the premises, property, or vehicle for the purpose stated in the warrant and, when appropriate, to impound the property specified in the warrant;

(D) direct that the warrant be served during the hours specified in the warrant; and

(E) name the judge or magistrate with whom proof of service is to be filed.

(4) A warrant under this section is not required when--

(A) the owner, operator, or agent in charge of the premises consents;

(B) it is reasonable to believe that the mobility of the motor vehicle to be inspected makes it impractical to obtain a warrant;

(C) an application for a warrant cannot be made because of an emergency;

(D) records are to be inspected and copied under section 32706(e)(1)(A) of this title; or

(E) a warrant is not constitutionally required.

(c) Service and impoundment of property.--(1) A warrant issued under this section must be served and proof of service filed not later than 10 days after its issuance date. The judge or magistrate may allow additional time in the warrant if the Secretary of Transportation demonstrates a need for additional time. Proof of service must be filed promptly with a written inventory of the property impounded under the warrant. The inventory shall be made in the presence of the individual serving the warrant and the individual from whose possession or premises the property was impounded, or if that individual is not present, a credible individual except the individual making the inventory. The individual serving the warrant shall verify the inventory. On request, the judge or magistrate shall send a copy of the inventory to the individual from whose possession or premises the property was impounded and to the applicant for the warrant.

(2) When property is impounded under a warrant, the individual serving the warrant

shall--

- (A) give the person from whose possession or premises the property was impounded a copy of the warrant and a receipt for the property; or
- (B) leave the copy and receipt at the place from which the property was impounded.
- (3) The judge or magistrate shall file the warrant, proof of service, and all documents filed about the warrant with the clerk of the United States district court for the judicial district in which the inspection is made.

Effective: [See Text Amendments]

§ 32708. Confidentiality of information

(a) General.--Information obtained by the Secretary of Transportation under this chapter related to a confidential matter referred to in section 1905 of title 18 may be disclosed only--

- (1) to another officer or employee of the United States Government for use in carrying out this chapter; or
- (2) in a proceeding under this chapter.

(b) Withholding information from Congress.--This section does not authorize information to be withheld from a committee of Congress authorized to have the information.

Effective: [See Text Amendments]

§ 32709. Penalties and enforcement

(a) Civil penalty.--(1) A person that violates this chapter or a regulation prescribed or order issued under this chapter is liable to the United States Government for a civil penalty of not more than \$2,000 for each violation. A separate violation occurs for each motor vehicle or device involved in the violation. The maximum penalty under this subsection for a related series of violations is \$100,000.

(2) The Secretary of Transportation shall impose a civil penalty under this subsection. The Attorney General shall bring a civil action to collect the penalty. Before referring a penalty claim to the Attorney General, the Secretary may compromise the amount of the penalty. Before compromising the amount of the penalty, the Secretary shall give the person charged with a violation an opportunity to establish that the violation did not occur.

(3) In determining the amount of a civil penalty under this subsection, the Secretary shall consider--

- (A) the nature, circumstances, extent, and gravity of the violation;

(B) with respect to the violator, the degree of culpability, any history of prior violations, the ability to pay, and any effect on the ability to continue doing business; and

(C) other matters that justice requires.

(b) **Criminal penalty.**--A person that knowingly and willfully violates this chapter or a regulation prescribed or order issued under this chapter shall be fined under title 18, imprisoned for not more than 3 years, or both. If the person is a corporation, the penalties of this subsection also apply to a director, officer, or individual agent of a corporation who knowingly and willfully authorizes, orders, or performs an act in violation of this chapter or a regulation prescribed or order issued under this chapter without regard to penalties imposed on the corporation.

(c) **Civil actions by Attorney General.**--The Attorney General may bring a civil action to enjoin a violation of this chapter or a regulation prescribed or order issued under this chapter. The action may be brought in the United States district court for the judicial district in which the violation occurred or the defendant is found, resides, or does business. Process in the action may be served in any other judicial district in which the defendant resides or is found. A subpoena for a witness in the action may be served in any judicial district.

(d) **Civil actions by States.**--(1) When a person violates this chapter or a regulation prescribed or order issued under this chapter, the chief law enforcement officer of the State in which the violation occurs may bring a civil action--

(A) to enjoin the violation; or

(B) to recover amounts for which the person is liable under section 32710 of this title for each person on whose behalf the action is brought.

(2) An action under this subsection may be brought in an appropriate United States district court or in a State court of competent jurisdiction. The action must be brought not later than 2 years after the claim accrues.

Effective: [See Text Amendments]

§ 32710. Civil actions by private persons

(a) **Violation and amount of damages.**--A person that violates this chapter or a regulation prescribed or order issued under this chapter, with intent to defraud, is liable for 3 times the actual damages or \$1,500, whichever is greater.

(b) **Civil actions.**--A person may bring a civil action to enforce a claim under this section in an appropriate United States district court or in another court of competent jurisdiction. The action must be brought not later than 2 years after the claim accrues. The court shall award costs and a reasonable attorney's fee to the person when a judgment is entered for that person.

Effective: [See Text Amendments]

§ 32711. Relationship to State Law

Except to the extent that State law is inconsistent with this chapter, this chapter does not--

(1) affect a State law on disconnecting, altering, or tampering with an odometer with intent to defraud; or

(2) exempt a person from complying with that law.

Current through P.L. 109-2 approved 02-18-05
END OF DOCUMENT

**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**