

whoever it concerns

6/13

JUL 11 2013

CL-10521411-5799

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

My name is [REDACTED]
and live at [REDACTED]
[REDACTED] Tarpon Springs, FL
[REDACTED]. My telephone is [REDACTED]
[REDACTED] and cell [REDACTED]
[REDACTED] Reyes & Joyce is handling
my injury claim against the
driver owner of the negligent
vehicle. At scene of accident
there was a stop lamp
switch malfunction/product
liability. I contact Newsome
Law Firm about this malfunction
product which Joyce & Reyes told
me to call & contact which I
did. Newsome Law Firm handling
these problems with cars. Copy
of bill of sells of Hyundai
2009 Elentra bought at New
Port Richey Dealership.

PS I copied
this letter

Sincerely
[REDACTED]

NM
71213
SMD

Law Offices of
JOYCE AND REYES LAW FIRM, PA

Attorneys and Counsellors at Law

Robert T. Joyce, Partner
Board Certified Civil Trial Lawyer
Lillian J. Reyes, Partner

307 South Hyde Park Avenue
Tampa, Florida 33606-2233
Telephone: (813) 251-2007
Facsimile: (813) 251-5808

June 17, 2013

Certified - Return Receipt 7013 0600 0002 2956 7749

[REDACTED]
Tarpon Springs, FL [REDACTED]

Re: Stop Lamp Switch Malfunction/Products Liability

Our File: AA 13-009
Date of Loss: April 9, 2010

Dear [REDACTED]

In response to your correspondence of 06/10/13, you discussed that there could have been a Stop Lamp Switch malfunction at the time of the accident. We are not representing you for your potential Stop Lamp Switch claim nor are we advising you on your rights regarding your claim. We are only representing your injury claims against the driver and owner of the negligent vehicle. If you feel you need representation in this regard, we can refer you to someone who specializes in such claims.

It is especially important that you do not allow the vehicle to be destroyed or altered (repaired) before an automobile inspector/engineer can review the Stop Lamp Switch or vehicle for malfunction. Realize that the automobile becomes physical evidence and must be preserved for both your claim and to allow the defendants to defend against the claim. Therefore, if the vehicle was totaled you must keep the vehicle. If it belongs to another individual, the attorney you hire must act immediately to protect the vehicle against destruction/repair.

PLEASE BE ADVISED THAT THE STATUTE OF LIMITATIONS FOR PRODUCTS LIABILITY INJURY CLAIMS IN THE STATE OF FLORIDA IS FOUR (4) YEARS FROM THE DATE OF THE ACCIDENT. THAT IS, IF YOU DO NOT FILE SUIT OR SETTLE YOUR CLAIMS WITHIN FOUR (4) YEARS FROM THE DATE OF THE ACCIDENT, YOU WILL NEVER BE ALLOWED TO MAKE ANY CLAIM OR HAVE ANY RECOVERY. ACCORDINGLY, IT IS IMPORTANT THAT YOU ACT IN A TIMELY MANNER OR YOU WILL LOSE ALL RIGHTS.

The following attorneys products liability law and we recommend you make an appointment to discuss your rights with any of these attorneys or any another lawyer of your choice.

Tel: 727-569-0999
 Fax: 727-849-7359

HYUNDAI

of New Port Richey

3936 US Highway 19
 New Port Richey, FL 34652-6152

RETAIL BUYER'S ORDER

DATE: 04/14/09

CUSTOMER		DOB		CUSTOMER		DOB	
[REDACTED]		[REDACTED]		N/A		N/A	
ADDRESS				ADDRESS			
[REDACTED]				N/A			
CITY		STATE		CITY		STATE	
PALM HARBOR		FL		[REDACTED]		[REDACTED]	
E-MAIL				E-MAIL			
N/A				N/A			
WORK PHONE		COUNTY		WORK PHONE		COUNTY	
N/A		PINELLAS		[REDACTED]		[REDACTED]	
YEAR	USED	DESK	EXECUTIVE	MILEAGE	COLOR	SALES PERSON 1	
2009	XX			15	BLK	DOMINICK FERRARA	
VIN				SALES PERSON 2			
KMHDU46D49U				N/A			
MAKE				MODEL			
HYUNDAI				ELANTRA			

NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE
 This new demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS as presented hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither makes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available warranty Pre-Sale Information as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE DISCLOSURE
 This used Vehicle has been previously driven by others and Dealer has not made any presentation regarding the Vehicle's history. Customer acknowledges that no presentation has been made by any agent of Dealer, (i) regarding the history, condition, or repair or maintenance, safety system or suitability of the Vehicle, or (ii) that it has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

This Vehicle was previously a _____ (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: _____
 HIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: _____
 VIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

TRAUL IN 1
 Private Trade Lease Walk Away

Year	Make	Model	Color
	N/A	N/A	N/A
VIN	Mileage		
N/A	N/A		
1 st Lien to:	Amount	Good Thru	
		N/A	
2 nd Lien to:	Amount	Good Thru	
Authorized by:			

PURCHASE INFORMATION	
Cash Price of Vehicle	16,201.39
Accessories	N/A
	N/A
	N/A
	N/A
Subtotal	16,201.39
Less Pre-owned Allowance & or Discount	N/A
Net Difference	16,201.39
Dealer Delivery Fee	8500.00
Florida Title, Registration & License Fee	
These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	
Lead Acid Battery Fee	1.50
Florida New Tire Fee (\$1.00 per tire)	5.00
	N/A
Subtotal	16,006.89
Sales Tax (6%)	6.00
	1,011.11
County Tax	1.00
	50.00
Lemon Law - Warranty Enforcement Act (New cars only)	2.00
Florida Title, Registration and License Fees (New Trans)	85.00
3rd Party Tag Agency Fee	45.00
Trade Pay-off / Balance on Prior Lease	N/A
Subtotal	18,000.00
Motor Vehicle Service Contract	N/A
Vehicle Maintenance Agreement	N/A
GAP PROTECTION	
	N/A
CL/A&H	
	N/A
DOC STAMPS	
	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	18,000.00



Hyundai of New Port Richey
 3936 US HWY 19
 New Port Richey, FL 34652
 Phone: (727) 569-0999
 Florida Registration: MV 51185

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 7:00 p.m.
 Monday - Friday
 8:00 a.m. - 5:00 p.m. - Saturday

5/14/10	6206267/1
5/14/10	Pre-Invoice
27313	27313
Jeffery Beatty/464	
KMHDU46D49U	
4/14/09	4/14/09
BLK	

PALM HARBOR, FL

2009	HYUNDAI	ELANTRA
91836		

#1 - 2695LOF: \$26.95 LUBE OIL AND FILTER CHANGE (347)
 Work performed by John Friend
 Kit:
 Installed 21513-23001 : GASKET-OIL PLUG
 Installed 26300-35503 : FILTER ASSY-ENGINE OIL
 Installed OIL : BULK OIL CASTROL GTX 5W30
 Sub Total: 26.95

#2 - MULTI: MULTI POINT/WALK AROUND INSPECTION (347)
 Work performed by John Friend
 Sub Total: .00
 Sub Total: .00

 * I ACKNOWLEDGE THAT I HAVE RECEIVED A WALK AROUND *
 * INSPECTION AND MULTI-POINT INSPECTION. *
 * X *
 * Purchase accessories at www.hyundaipartsgiant.com *

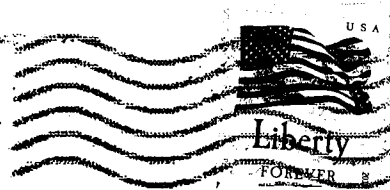
9.95
 17.00
 Included
 Included
 Included

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

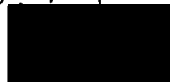
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LABOR	9.
PARTS	17.
DEDUCTIBLE	.
SUBLET	.
SHOP SUPPLIES	2.
HAZARDOUS MATERIALS	.
SALES TAX OR TAX I.D.	2.
SPECIAL ORDER DEPOSIT	.
DISCOUNTS	.
TOTAL DUE	31.

TANPA FL 335
SAINT PETERSBURG FL
05 JUL 2013 PM 1 L



Tarpon Springs FL



NHTSA

us. Department of Transportation
National Traffic Safety
offices of Defects Investigation
NSA-10.01
400 7th Street
Washington DC
20590

20590

