

NEF-010

9/2/16
CL-10910345-8515

Union City, California

Vehicle # JHMGE8H52DC

License plate #

Re: Extortion and reimbursement of \$905.40 and \$131.40 in Car Rental expenses not fully paid by dealership nor Honda manufactured for airbag inflator recall repair dated 3/16.

To whom it may concern;

SEP 20 2016

I am requesting reimbursement of \$905.40 (copy of attached invoice) direct invoice from dealership Honda of El Cerrito for Car rental expense that they didn't want to pay for with Hertz Rent a Car. The period they didn't want to cover car rental is from 6/3/16 to 7/29/16 and from 7/30/16 to 8/2/16. For the time from 7/30/16 to 8/2/16 Hertz billed me separately \$131.40 even though the car invoice shows the dealership Honda of El Cerrito as the responsible party. (See copy of invoice agreement RR [redacted]). The total amount I am seeking for reimbursement is $(\$905.40 + \$131.40 = \$1,036.80)$ This money was extorted from me and my family as stated below.

During late March 2016 I received a recall notice from Honda that the airbag inflator was defective. (copy letter attached) I immediately contacted the dealership Honda of El Cerrito where I purchased a brand new 2013 FIT for in cash. My daughter is a witness to these events. We meet with Jonathan Fong Repair Advisor at the dealership on 3/29/16 who told us to leave the car with them and a rental car was available at Hertz Rent a Car in San Pablo. Jonathan generated an invoice for Hertz rent a car # [redacted] (copy attached) I asked how long the rent a car would be for and he said the part would not come in until late summer 2016 as the Recall notice indicates (highlighted in yellow). They took us to Hertz Rent a Car where I rented the car. I have all the invoices from Hertz that they gave me. Every so often Hertz would call me to renew the contract and the car for maintenance.

10/4 NAM
9244
50

On 08/11/16 my daughter received a phone call from the dealership that they were no longer going to pay for the rent a car from Hertz as of 6/2/16. Since they stated they called me and left a message on my answering machine during this date that my car was ready for pickup. My daughter looked into our phone records because we have Comcast telephone service and she told them that we didn't have any record of any message left. Since they called late 8/11/16 afternoon I took the car immediately back on 8/12/16.

This event is very strange since I got a call from Hertz on or around July 23 and was told by David Norvarrette Branch at Hertz it was necessary to bring the car in for a renewal of the contract on 7/27/16 then he changed it to 7/28/16 and finally he changed the date to 7/30/16 between 9:00 AM - 12:00 PM. When I brought in the car he asked me if I heard anything from the Honda dealership of El Cerrito about the Recall I said No and I told him the phone number of the dealership and address he said he already had it in the system. I told him that the Honda recall notice said that the inflator part wouldn't come in until late Summer 2016. He didn't say anything.

When I took the rent a car back to Hertz on 8/12/16 he told me the dealership had paid everything except for 4 days the period 7/30/16 to 8/12/16 which came to \$131.40. This was a invoice from Hertz to me as explained earlier. (Attached invoice [redacted]) When I got to the dealership I spoke to Wayne Rosemont Service Manager. He brought in the principal Sales Manager Larry Maxson. Between both of them they told me I could not prove that they didn't leave a telephone message I wouldn't get my car back and they would sell it for approx. \$2,000 in Rental Charges unless I paid them. Larry Maxson accused me falsely of keeping the Rental car longer and taking it to Los Angeles. As you can see per the invoice I only drove 873 miles in two months time. I told him this and he didn't say anything. I immediately called the El Cerrito police department and they dispatched officer Tong | E106 whom spoke to them and told me to try to present them with my telephone records as proof.

2064

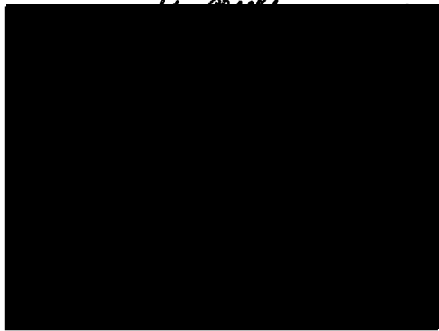
On 8/4/16 my daughter and I spoke to Wayne Rosemont Manager of Repair Service. We showed him our phone records and he saw that they didn't leave any phone message. So he spoke to Jerry Matson Sales Manager and they agreed to split the \$2,000.00 approx. in half to \$(905.46) \$131.40. I have provided the invoice of \$2,003.85 they paid to Hertz but for some reason this invoice (From them) does not match with my invoices I got directly from Hertz [REDACTED] I have two invoices with that number one with a Chevy Spark because # [REDACTED] another with a Mitsubishi Mirage license # [REDACTED] I had both of these cars but the invoice they provided me with shows only the Mitsubishi, Mirage. I also told them I wanted something in writing stating that the airbag inflator was changed meeting the National Highway Transportation Safety Administration guidelines but they refused. How do I know that they replaced the inflator? or with one that meets NH TSA Standards. My daughter asked Wayne if he would charge us a storage charge if I would left the car longer with them. He said that the dealership probably would of charged me a storage fee if I hadn't taken care of this problem soon. On the back of the invoice of \$905.40 line 6 states that a notice by USPS should be sent by the dealership prepaid mail (copy attached) I had to pay \$905.40 plus the \$131.40 directly to Hertz or my car would be sold it's like putting a gun to someone and saying either you pay or we will keep your car. At Hertz one of the employees told me this was going on with other customer's. Look at [REDACTED] and other web sites this is a on going scheme or scam across the country to offset the cost of car rental to the customer for the Recall. This called extortion.

My position on this issue is this one they didn't leave a phone message we proved this to them by showing our phone records. Two They didn't call Hertz to notify them to call the rental car back in. This local Hertz agency was referred and I was taken to them by the dealership. Three They showed on the Honda recall notice that the parts wouldn't come in until late summer 2016. Four they should have notified by certified mail as indicated on the repair receipt that my car was ready for pickup. Phone records are available upon request to prove no messages left.

3 of 4

Your prompt resolution of this matter would be greatly appreciated.

Sincerely,



P.S. Dealership should give me a signed statement stating or certifying that airbag inflator was actually replaced with date work completed because invoice is not clear of this.



HONDA OF EL CERRITO

11755 San Pablo Ave. • EL CERRITO, CA 94530
Service Direct (510) 412-6170 • Phone (510) 412-6100



BAR # ARD170634

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

EPA # CAR000098814

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01HOZFREEISNP	MULTI POINT INSP.	MI	0.00	49HOZ-14INFO	POSSIBLE RECALL	MI	0.00

SERVICE HISTORY

RECOMMENDATIONS FROM RO# [REDACTED] RECOMMEND AIR AND AC FILTERS

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
11/06/15	[REDACTED]	15506	230	711	I	01HOZFREEISNP	MULTI POINT INSP.
03/04/15	[REDACTED]	10166	797	711	C	01HOZ-A/B	A&B COUPON SERVICE
05/10/14	[REDACTED]	5136	748	793	C	01HOZFREEISNP	MULTI POINT INSP.
				793	C	01HOZ-A/B	A&B COUPON SERVICE
				793	C	34HOZ-1TIRE	INSTALL ONE TIRE
				756	C	01HOZ-A/B	A&B COUPON SERVICE

SALESPERSON NO. 733

S E R V I C E

STATE REG# AA170634

PHONE WHEN READY YES <input type="checkbox"/> NO <input type="checkbox"/>	VEHICLE I.D. NO. JHMGE8H52DC	YEAR/MAKE/MODEL 13/HONDA/FIT/4H SPORT AT	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
ALL PARTS WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE <input type="checkbox"/> SAVE	CUSTOMER NO.	SERVICE CONTRACT HENDAG INC	DELIVERY DATE 12/13/13	DELIVERY MILES 000013	SELLING DEALER NO.	R.O. DATE 03/29/16
MEANS OF PAYMENT: CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/>	COLOR UNION CITY, CA	CONTRACT NO.	EXPIRATION DATE 12/13/20	EXPIRATION MILES 80,000	TAG NO.	
APPOINTMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TURBO <input type="checkbox"/> M/MC <input type="checkbox"/> AIR COND. <input type="checkbox"/> P.S. <input type="checkbox"/> TRANS <input type="checkbox"/>	MILEAGE 19,205	ADVISOR NO. 816	ADVISOR JONATHAN FONG	ADDITIONAL REPAIRS	
TIME RECEIVED 01:00pm	DATE/TIME PROMISED 03/29/16 07:00pm	PRIORITY 10	HAZ. WASTE ESTIMATE \$	1st REV. EST. DATE TIME PHONE # OR IN PERSON AUTHORIZED BY ADDITIONAL AMOUNT	REVISSED TOTAL \$	
CELL: [REDACTED]	2nd REV. EST. DATE TIME PHONE # OR IN PERSON AUTHORIZED BY ADDITIONAL AMOUNT		REVISSED TOTAL \$			

ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the services recommended. Cost of reassembly will be \$ _____.

I acknowledge notice and oral approval of an increase in the original estimated price. SIGNATURE _____

Check this box if you want to retain your non-warranty replaced parts.

If any of the parts listed above contain the code "OEM-REM", then such part has been refurbished or remanufactured. Remanufactured parts meet manufacturer-approved service part requirements and are made from previously used components in a process that involves disassembly, inspection, cleaning, update of software and replacement of parts as appropriate, testing and reassembly. Refurbished parts meet manufacturer-approved service part requirements and are previously used parts that are inspected, cleaned, tested and repackaged.

If any of the parts listed above contain the code "NON-OEM", then THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE AFTER MARKET PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE. By leaving your car for servicing or repair, you are expressly consenting to the installation of either new, remanufactured, refurbished or aftermarket third party parts at the discretion of the servicer.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY

TERMS: CASH, VERIFIED CHECK, OR CREDIT CARD

(Visa, Mastercard, American Express) No credit allowed without prior approval.



AUTOMOBILE DIVISION
American Honda Motor Co., Inc.
1919 Torrance Blvd., - P.O. Box 2215
Torrance, CA 90509-9870

March 2016

NHTSA Recall 16V-061

IMPORTANT SAFETY RECALL

This notice applies to your vehicle: JHMGE8H52DC [REDACTED]

Dear [REDACTED]

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

What is the reason for this notice?

Honda has decided that a defect which relates to motor vehicle safety exists in certain 2009-2014 model year Fit vehicles.

The defect in these vehicles could kill or injure you or other people in your vehicle.

Specifically, in some vehicles, the driver's front airbag inflator could produce excessive internal pressure upon deployment. If an affected airbag deploys, the increased internal pressure may cause the inflator to rupture (break apart) and deploy abnormally. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing serious injury or fatality to you or others in the vehicle. Past ruptures like this have killed and injured vehicle drivers.

What should you do?

The remedy parts needed to conduct driver's airbag inflator recalls will become available in the Summer of 2016. Honda will send you another letter when parts become available to repair your vehicle.

Until parts become available for repairs, please feel free to discuss your specific needs and concerns with your dealer, including the provision of, or reimbursement for, temporary alternative transportation, as necessary. You may also contact Honda's Automobile Customer Service (at the number listed below) to address your needs and concerns.

If you have questions or concerns, we encourage you to visit www.recalls.honda.com or to call Honda Automobile Customer Service at 1-888-234-2138.

WHO TO CONTACT IF YOU EXPERIENCE PROBLEMS?

If you are not satisfied with the service you receive from your Honda dealer, you may write to:

American Honda Motor Co., Inc.
Honda Automobile Customer Service
Mail Stop 500-2N-7A
1919 Torrance Blvd.
Torrance, CA 90501-2746

If you believe that American Honda or the dealer has failed or is unable to remedy the defect in your vehicle, without charge, within a reasonable period of time (60 days from the date you first contact the dealer for a repair appointment), you may submit a complaint to:

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Ave., SE
Washington, DC 20590

Alternatively, you may call the NHTSA's toll-free Safety Hotline at 888-327-4236 (TTY 800-424-9153), or go to <http://www.safercar.gov>.

WHAT TO DO IF YOU FEEL THIS NOTICE IS IN ERROR?

If you are not the current owner or lessee of the 2009-2014 Honda Fit identified on the Information Change Card included in this mailing, or if the name/address information on the card is not correct, please complete and sign the card and return it in the enclosed postage-paid envelope. We will then update our records.

LESSOR INFORMATION:

Federal law requires that any lessor receiving this notice must forward a copy of this notice to the lessee (customer) within 10 days.

IF YOU HAVE QUESTIONS:

If you have any questions about this notice, or need assistance with locating a Honda dealer, please call Honda Automobile Customer Service at 1-888-234-2138. U.S. customers can also locate a dealer online at www.automobiles.honda.com. Customers in U.S. territories, please contact your local dealer/distributor.

We apologize for any inconvenience this recall may cause you.

Sincerely,

American Honda Motor Co., Inc.
Honda Automobile Division

Campaign #JY1 / Service Bulletin #16-016



HONDA OF EL CERRITO

11755 San Pablo Ave. • EL CERRITO, CA 94530
Service Direct (510) 412-6170 • Phone (510) 412-6100



NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

NOTICE TO CONSUMER: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND WARNING NOTICES.

BAR # ARD170634

US EPA ID

CUSTOMER NO.	ADVISOR JONATHAN FONG	TAG NO. 816	INVOICE DATE 08/04/16
	LICENSE NO.	MILEAGE 19,205	COLOR ALABASTER S
UNION CITY, CA	YEAR / MAKE / MODEL 13/HONDA/FIT/4H SPORT AT	DELIVERY DATE 12/13/13	STOCK NO. 000013
	VEHICLE I.D. NO. J H M G E 8 H 5 2 D C	SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R. O. DATE 08/02/16
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	REPRINT# 4

JOB# 1 CHARGES

LABOR

1 28HOZ/BATT BATTERY TECH(S) 661 999 WARRANTY

REPLACE BATTERY PER DPSM
AS A ONETIME GOODWILL REPLACEMENT
CAR STORED WHILE CUSTOMER WAITED FOR REPAIRS.
AUTH # [REDACTED]
BATTERY TESTED BAD
BATTERY WAS REPLACED

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	31500-SNC-00100M	BATTERY (WARRANTY
	-1	31500-SNC-00100M	CORE RETURN			WARRANTY
				TOTAL - PARTS		0.00

SUBLET

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	INTERNAL
				08/04/16	RENTAL SHORTAGE	0.00
					TOTAL - SUBLET	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX HOCS JOB# 1 TOTAL 0.00

SPECIAL ARRANGEMENTS MUST BE MADE IN ADVANCE TO PICK UP YOUR CAR AFTER SERVICE DEPT. HOURS.

TERMS:
CASH, VERIFIED CHECK OR CREDIT CARD (Visa, Mastercard, American Express)
No credit allowed without prior approval.

If any of the parts listed above contain the code "OEM-REM", then such part has been refurbished or remanufactured. Remanufactured parts meet manufactured-approved service part requirements and are made from previously used components in a process that involves disassembly, inspection, cleaning, update of software and replacement of parts as appropriate, testing and reassembly. Refurbished parts meet manufacturer-approved service part requirements and are previously used parts that are inspected, cleaned, tested and repackaged.

JOB# 2 CHARGES

LABOR

2 49HOZ/16-016 DRIVERS AIRBAG INFLT TECH(S) 100 999 WARRANTY

"CUSTOMER ADVISED THAT THE VEHICLE IS SUBJECT TO A RECALL AFFECTING THE DRIVER'S FRONT AIRBAG INFLATOR. REDESIGNED DRIVER AIRBAG INFLATORS ARE NOT AVAILABLE FOR INSTALLATION AT THIS TIME. ONCE REDESIGNED PARTS ARE AVAILABLE, THE REGISTERED OWNER OF THE VEHICLE WILL RECEIVE NOTICE TO BRING THE VEHICLE IN FOR REPLACEMENT OF THE COMPONENT."
PER SERVICE BULLETIN 16-016
AIRBAG INFLATOR WAS REPLACED WITH HONDA CERTIFIED AUTOLIV REPLACEMENT AIRBAG INFLATOR

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX HOCS JOB# 2 TOTAL 0.00

If any of the parts listed above contain the code "NON-OEM", then THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE AFTERMARKET PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

JOB# 3 CHARGES

LABOR

3 49HOZ/RENTAL RENTAL VEHICLE TECH(S) 999 0.00

CUSTOMER PROVIDED RENTAL VEHICLE FOR WARRANTY REPAIR VEHICLE
WARRANTY REPAIR
CUSTOMER PROVIDED RENTAL VEHICLE FOR SAFETY RECALL OR WARRANTY REPAIR

SUBLET

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	TOTAL - SUBLET
				08/02/16	RENTAL BILL OWED BY CUSTOMER	905.40
					TOTAL - SUBLET	905.40

By leaving your car for servicing or repair, you are expressly consenting to the installation of either new, remanufactured, refurbished or aftermarket third party parts at the discretion of the servicer.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date above comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

The Reynolds and Reynolds Company EPRINTIVE CC720822 Q (11/15)

Customer Signature



HONDA OF EL CERRITO

11755 San Pablo Ave. • EL CERRITO, CA 94530
Service Direct (510) 412-6170 • Phone (510) 412-6100



NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

NOTICE TO CONSUMER: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND WARNING NOTICES.

BAR # ARD170634

US EPA ID # CAR000008814

CUSTOMER NO. [REDACTED]	ADVISOR JONATHAN FONG	TAG NO. [REDACTED]	INVOICE DATE 08/04/16	STOCK NO. [REDACTED]
[REDACTED]	LICENSE NO. [REDACTED]	MILEAGE 19,205	COLOR ALABASTER S	DELIVERY MILES 000013
UNION CITY, CA [REDACTED]	YEAR / MAKE / MODEL 13/HONDA/FIT/4H SPORT AT	VEHICLE I.D. NO. J H M G E 8 H 5 2 D C	DELIVERY DATE 12/13/13	PRODUCTION DATE [REDACTED]
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	R. O. DATE 08/02/16	REPRINT# 4

JOB# 3 TOTALS	SUBLET	905.40
JOB# 3 JOURNAL PREFIX HOCS	JOB# 3 TOTAL	905.40

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF \$1810.80 (+TAX) ON 08/02/16 AT 04:03pm
BY [REDACTED] COMMENTS
CUSTOMER TO PAY RENTAL BILL
REFER RO RO [REDACTED]
HERTZ PO [REDACTED]
TO SPLIT LOANER PER LARRY MAXSON

TOTALS

[] CASH [] CHECK# [] CREDIT CARD [] CHARGE ACCT

NOW FOR YOUR CONVENIENCE YOU CAN MAKE FUTURE APPOINTMENTS 24 HOURS A DAY AT OUR WEB SITE AT HONDAELCERRITO.COM
WE GREATLY APPRECIATE YOUR BUSINESS!
"ALL PARTS ARE NEW UNLESS OTHERWISE NOTED"
IF YOU HAVE ANY CONCERNS OR QUESTIONS PLEASE CONTACT WAYNE ROSEMONT 510-412-6107

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	905.40
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	905.40

SPECIAL ARRANGEMENTS MUST BE MADE IN ADVANCE TO PICK UP YOUR CAR AFTER SERVICE DEPT. HOURS.
TERMS:
CASH, VERIFIED CHECK OR CREDIT CARD (Visa, Mastercard, American Express)
No credit allowed without prior approval.

If any of the parts listed above contain the code "OEM-REM", then such part has been refurbished or remanufactured. Remanufactured parts meet manufacturer-approved service part requirements and are made from previously used components in a process that involves disassembly, inspection, cleaning, update of software and replacement of parts as appropriate, testing and reassembly. Refurbished parts meet manufacturer-approved service part requirements and are previously used parts that are inspected, cleaned, tested and repackaged.

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By leaving your car for servicing or repair, you are expressly consenting to the installation of either new, remanufactured, refurbished or aftermarket third party parts at the discretion of the servicer.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date above comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

CUSTOMER SIGNATURE

Customer Signature

The Reynolds and Reynolds Company BRANTINE CC720322 Q (11/15)

PLEASE SEE PARTS OR SERVICE MANAGER FOR FULL TEXT COPY OF MANUFACTURERS WARRANTY, FOR COVERAGE OTHER THAN DESCRIBED ABOVE.

NO WARRANTIES. ANY WARRANTIES BY THE MANUFACTURER OR SUPPLIER OF A GOOD PROVIDED BY DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY GOOD OR ANY SERVICE. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL DEALER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR INCIDENTAL DAMAGES.

Customer hereby:

1. agrees to remove all personal property from the Vehicle, agrees Dealer isn't obligated to inspect the Vehicle for personal property, AND RELEASES DEALER FROM ANY LIABILITY OR OBLIGATION WITH RESPECT TO PERSONAL PROPERTY LEFT IN THE VEHICLE;
2. authorizes the repairs to be done along with the necessary material and hereby grants Dealer permission to operate the Vehicle on public thoroughfares for tests or inspections; due to the type of service requested, some repairs must be Sublet;
3. agrees that Dealer shall not be responsible for unavailable or delayed goods or services;
4. agrees that in addition to any mechanic's lien, an express lien and security interest is hereby granted in and on the individual Vehicle to secure payment for goods and services provided by Dealer or any other amounts owed to Dealer; Any expenses incurred during processing a Lien Sale, including reasonable attorney's fee, which may be necessarily incurred, will also be paid by the customer;
5. authorizes the retrieval of on-board data as needed to facilitate vehicle repair, as well as the sharing of that data with the vehicle manufacturer for diagnostic and research purposes;
6. agrees all charges for repairs including labor, materials and sublet repairs are due and payable simultaneously with delivery of the described vehicle or prior to delivery, upon the expiration of three (3) days after notice the repairs have been completed. Notice shall be deemed to be given in any manner resulting in actual notice being received or upon deposit in the USPS prepaid mail, of written notification to that effect, to the address of customer listed on reverse side;
7. agrees if the vehicle described herein is not called for within three (3) days after such notice is given, a storage charge of \$100.00 per day will be made for each day thereafter;
8. agrees and represents that Customer is the registered owner of the vehicle; that Dealer is authorized to accept and rely upon authorizations for additional repair from any person authorized by Customer and to deliver the Vehicle and any of its contents to any person authorized by Customer. Customer specifically authorizes any person identified on the front side of this document as an authorized person for these purposes and specifically authorizes any member of Customer's household and any person presenting this receipt as additional authorized persons for these purposes.
9. agrees that items noted on this document as covered by warranty are subject to later determination of applicable warranty coverage and may be withdrawn from warranty coverage under the manufacturer's warranty policies. It should be Customer's authorization of such additional work which includes both warranty and non-warranty work; in the event a tear down estimate is involved, agrees that a potential exists that the Vehicle cannot be put back in the same condition as originally presented to Dealer.

NOTICE TO CUSTOMER REGARDING ENVIRONMENTAL COMPLIANCE CHARGES

We make a separate charge for the storage and disposal of toxic wastes. Rather than recover these costs by increasing our labor rates to all of our service customers, we make this charge only on those particular repairs or services which generate these wastes. These are uniform charges which are calculated annually for each particular service and are available on request.

TO OUR SERVICE CUSTOMERS:

Our usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs. You will be charged no more than the estimated price approved by you. However, if we discover that different or actual repairs are indicated, you will be contacted for your advance approval of a revised estimate.

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

WARNING

Motor Vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and parts and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to these chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq)

Upon Request, you are entitled to receive a copy of the Towing Fees and Access Notice

When you provide a check as payment, you authorize us either to deposit your check, use the information from your check to make a one-time electronic fund transfer, i.e. (ACH) to, draft your account.

HERTZ LOCAL EDITION

Phone: 1-888-777-3700
E-mail: [REDACTED]



Rental Agreement No: [REDACTED]
Invoice Date: 07/30/2016
Document: [REDACTED]

Direct All Inquiries To:
HERTZ LOCAL EDITION
HLE COMMERCIAL DEPT 1154
PO BOX 121154
DALLAS, TX 75312-1154
TAX ID: 13-1938568

LOCAL EDITION
ORIGINAL INVOICE

Renter: [REDACTED]
Account No.: [REDACTED]
CDP No.: [REDACTED]
CDP Name: HLE CERRITO AUTO DBA HON

FONG JONATHAN
HONDA OF EL CERRITO
ATTN FRANCISCA HERRERA
11775 SAN PABLO AVE
EL CERRITO, CA 94530-1749

RENTAL REFERENCE

Rental Agreement No: [REDACTED]
Reservation ID: 00000000000

RENTAL DETAILS

Rate Plan: IN: CNVC OUT: CNV
Rented On: 05/30/2016 15:54 LOC# [REDACTED]
HAYWARD, CA
Returned On: 07/30/2016 09:56 LOC# [REDACTED]
HAYWARD, CA
Car Description: MIRAGE 1.2 [REDACTED]
VIN #: ML32A3HJ6PH [REDACTED]
CAR CLASS Charged: A MILEAGE In: 29,564
Rented: A Out: 28,691
Reserved: 99 Driven: 873

BILLING INFORMATION

Claim No: RO# [REDACTED]
Policy No:
Date of Loss: 2016-03-29
Type of Loss: M
Repair Facility:
Authorized Rate: 30.00
Authorized Days: 61
Adjuster: FONG JONATHAN
Insured: 0

BILLING DETAILS

DAYS 61 @ 30.00 1830.00
SUBTOTAL 1830.00
TAX 9.50% 173.85
TOTAL CHARGES 2003.85 USD
AMOUNT DUE 2003.85 USD

MISCELLANEOUS INFORMATION

TR-X MILES DRIVEN: 266
TOTAL RENTAL DAYS 61
BILLED TO CUSTOMER 0.00
TOTAL RENTAL CHARGES 2003.85

PAYMENT DUE UPON RECEIPT

THANK YOU FOR RENTING FROM HERTZ

DETACH AND SEND WITH PAYMENT-DO NOT STAPLE OR FOLD

PLEASE INCLUDE RENTAL AGREEMENT NO. ON YOUR CHECK.

Rental Agreement No: [REDACTED]
Invoice Date: 07/30/2016
Document: [REDACTED]

REMIT TO:
HERTZ LOCAL EDITION
HLE COMMERCIAL DEPT 1154
PO BOX 121154
DALLAS, TX 75312-1154
UNITED STATES

Renter: [REDACTED]
Account No.: [REDACTED]

Phone: 1-888-777-3700
E-mail: [REDACTED]

AMOUNT DUE: 2003.85 USD



Further information relating to Your rental charges, and other terms to which You agree, appear below.
EXTRA CHARGES IF APPLICABLE:
\$ LateChaPER EX HR

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.333 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:
LDW DECLINED

LIS DECLINED

PAI DECLINED

OTHER FEES AND ASSESSMENTS:
SALES TAX 9.5 %

FUEL TAX 3.7%

TAX RATE - XX.XXX% APPLIES TO ALL CHARGES MARKED T
CA REFUEL SALES TAX RATE - XX.XXX% APPLIES TO CHARGES MARKED F

TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF CDP [REDACTED] EL CERRITO AUTO DBA HONDA OF EL

RO# [REDACTED] * COMPANY CHARGE \$ 328.50

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.

We prohibit smoking in all Vehicles. A cleaning fee will apply for violations. Excessive mileage on a repeat basis may result in suspension of future rent
RES: PLAN: Custom CLASS: A
PREPARED BY: 0802/CAHAE01 PRINTED: 2016060316005@DAVI



VEHICLE [REDACTED] 15 CHEVY TK CAP
LIC CA [REDACTED] CLS A MILES OUT 33844 FUEL OUT 8
RENTED: 05/30/2016 15:54 @ HAYWARD HLE
RETURN: 06/09/2016 15:54 @ HAYWARD HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) if a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return if any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT CHARGE ESTIMATE
TIME / MILEAGE CHGS: RATE PLAN - Custom [H] CLASS
10 @ \$ 30 / DAY \$ 300.00

ADJUSTMENT
SUBTOTAL T \$ 300.00
ADDITIONAL CHARGES

OPTIONAL SERVICES

FUEL & SERVICE \$ 0.333/MI \$ 9.990/GL 9 /TK CAP \$ ****

TAX / FEES

TAX 2 9.50% ON EST. TAXABLE TTL \$ 300.00 \$ 28.50
3.75% ON CALIFORNIA REFUELING ****

ESTIMATED COMPANY CHARGE \$ 328.50

TOTAL ESTIMATED CHARGE \$ 328.50



IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below.

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, COLORADO, NORTH CAROLINA, and TEXAS, the SAN FRANCISCO BAY AREA BRIDGES, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE.

TO USE PLATEPASS IN THESE AREAS, pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority.

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA, AND WEST VIRGINIA, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes (The toll authority may allow for an alternative payment method, such as payment by mail).

TO USE PLATEPASS IN THESE STATES, slide the transponder out of the shield box and pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, keep the transponder fully within the shield box and use only traditional cash lanes (if available) to make payment directly to the toll authority.

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible. For toll roads in Southern California that do not accept PlatePass, you will also be charged an administrative fee of \$30.00.

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a service fee of \$4.95 for each day of your rental including prior or subsequent days on which the PlatePass service is not used (capped at \$24.75 per rental) plus incurred tolls at the Toll Authority's cash rate or highest undiscounted toll rate.

PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced. For additional information, visit www.platepass.com. **FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL CHARGE AND/OR VIOLATION.** You will be charged for any toll/parking/traffic charges, violation fines/penalties incurred, plus applicable administrative fees. You authorize us to release your billing/rental information to PlatePass LLC and American Traffic Solutions to process and bill at all such toll, violation, and administrative charges and service fees.

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS RENTAL AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND THE RESPECTIVE HERTZ COMPANY IDENTIFIED ON PAGE ONE OF THIS DOCUMENT (HEREINAFTER "HERTZ") EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (together, the "Rules"). You can obtain the Rules at www.adr.org.

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgement on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgement confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.



AT HAYWARD HLE

PH [REDACTED] Rental Ext # 800-654-4174 CAHAE01

THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

Under California Civil Code Section 1798.83, any California resident who is an individual customer of Hertz may call (888) 777-5870 to request a copy of Hertz's Privacy Policy and a form directing Hertz not to disclose his personal information to third parties for their direct marketing purposes.

NOTICE: Except as stated in Par. 4 of the Rental Agreement Terms And Conditions (the Rental Terms) which appear on the folder (CF1900003) delivered to You with this Rental Record, You are responsible for all loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the fair market value of the vehicle, plus actual charges for towing, storage and impound fees and a administrative charge. Your own insurance may cover all or part of Your financial responsibility for the rented vehicle. You should check with Your insurance company to find out about Your coverage. Hertz will not hold You responsible if You buy the optional Loss Damage Waiver (LDW), except as otherwise stated in Par. 4.d. and 5 of the Rental Terms. For additional information about Your responsibility for loss or damage to the rented vehicle and about LDW, see Par. 4 of the Rental Terms. The charge for LDW is between \$11.00 and \$89.99 per day depending on the car which You rent. Only You and persons who are Authorized Operators, as that term is defined in Par. 2 of the Rental Terms, may operate the Car. If any entity You direct to be billed failed to pay, You will be responsible for full payment of these charges.

Where permitted by law, Hertz does not provide any third party liability protection for this rental unless You purchase the optional Liability Insurance Supplement (LIS). If You decline LIS, any insurance that provides coverage to You or an Authorized Operator will be primary. If Hertz makes any payments as a result of claims arising from the operation of the Car, You will indemnify Hertz for all payments made including attorney fees and costs. If you elect Liability Insurance Supplement (LIS), LIS provides protection from third party automobile claims for the difference between the liability protection limits in Paragraph 10 and the maximum combined single limit of \$1,000,000 for bodily injury, including death, and property damage. Except in the states of CO and NY, uninsured and underinsured motorist coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits of liability and \$1,000,000 limit of insurance for each accident is available for an additional charge, but only available if you purchase LIS. By signing below, You acknowledge that you have read, understand, accept and agree to these disclosures and the Rental Terms and You accept or decline the Optional Services as shown on this Rental Record. This transaction is classified as a Replacement rental.

X (CUSTOMER SIGNATURE ON FILE)

Renting Company - The Hertz Corporation

The Hertz Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.



Further information relating to Your rental charges, and other terms to which You agree, appear below.

EXTRA CHARGES IF APPLICABLE:
 \$ LateChaPER EX HR

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.27 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:
 LDW DECLINED

LIS DECLINED

PAI DECLINED
 OTHER FEES AND ASSESSMENTS:
 SALES TAX 9.5 %

FUEL TAX 3.7%

TAX RATE - XX.XXX% APPLIES TO ALL CHARGES MARKED T
 CA REFUEL SALES TAX RATE - XX.XXX% APPLIES TO CHARGES MARKED F
 TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF CDP [REDACTED] EL CERRITO AUTO DBA HONDA OF EL

* COMPANY CHARGE \$ 1281.15

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.
 We prohibit smoking in all Vehicles. A cleaning fee will apply for violations.
 Excessive mileage on a repeat basis may result in suspension of future rent
 RES: PLAN: Custom CLASS: A
 PREPARED BY: 4155/CAHAE01 PRINTED: 20160614140856 [REDACTED]



VEHICLE [REDACTED] 15 MITSUB TK CAP
 LIC [REDACTED] CLSA MILES OUT 28691 FUEL OUT 5
 RENTED: 05/30/2016 15:54 EXCH- HAYWARD HLE
 RETURN: 07/08/2016 15:54 @ HAYWARD HLE

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CHARGE RATE / AMOUNT CHARGE ESTIMATE
 TIME / MILEAGE CHGS: RATE PLAN - Custom [H] CLASS
 39 @ \$ 30 /DAY \$ 1170.

\$ 0.0000/MILE EST @ 266.0 MILES \$ 0.

ADJUSTMENT
 SUBTOTAL T\$ 1170.
 ADDITIONAL CHARGES

Handwritten notes:
 July 27, 2016
 July 28, 2016
 July 29, 2016
 9-12
 (30)

OPTIONAL SERVICES

FUEL & SERVICE \$ 0.27/MI \$ 9.990/GL 9 /TK CAP \$ **
 TAX / FEES

TAX 2 9.50% ON EST. TAXABLE TTL \$ 1170.00 \$ 111.15
 3.75% ON CALIFORNIA REFUELING **

ADJUSTMENTS
 ESTIMATED COMPANY CHARGE \$ 1281.15

TOTAL ESTIMATED CHARGE \$ 1281.15

1 RT



IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below.

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, COLORADO, NORTH CAROLINA, and TEXAS, the SAN FRANCISCO BAY AREA BRIDGES, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE.

TO USE PLATEPASS IN THESE AREAS, pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority.

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA, AND WEST VIRGINIA, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes (The toll authority may allow for an alternative payment method, such as payment by mail).

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Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a service fee of \$4.95 for each day of your rental including prior or subsequent days on which the PlatePass service is not used (capped at \$24.75 per rental) plus incurred tolls at the Toll Authority's cash rate or highest undiscounted toll rate.

PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced. For additional information, visit www.platepass.com. **FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL CHARGE AND/OR VIOLATION.** You will be charged for any toll/parking/traffic charges, violation fines/penalties incurred, plus applicable administrative fees. You authorize us to release your billing/rental information to PlatePass LLC and American Traffic Solutions to process and bill at all such toll, violation, and administrative charges and service fees.

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS RENTAL AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND THE RESPECTIVE HERTZ COMPANY IDENTIFIED ON PAGE ONE OF THIS DOCUMENT (HEREINAFTER "HERTZ") EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (together, the "Rules"). You can obtain the Rules at www.adr.org.

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgement on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgement confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

PRINTED: 20160614140856



TO BE CHARGED TO: VXXXXXXXXXXXX
< AUTH \$ 100.00 / 00066D
EXCHANGED AT HAYWARD HLE
THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

ORIGINAL RENT LOCATION CAHAE01

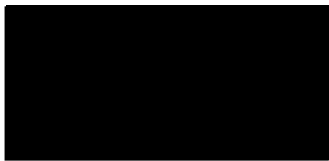
* TRANSFER EXCHANGE FROM: CAHAE01
DATE: 06/14/2016 14:03 VEHICLE# [REDACTED]
TRANSFER EXCHANGE MILES DRIVEN: 266
TRANSFER EXCHANGE FUEL & SERVICE CHARGES: \$ 0.00

*ORIGINAL CAR EXCHANGED. THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE ORIGINAL RENTAL AGREEMENT. PLEASE REFER TO YOUR COPY.

X
Renting Company – The Hertz Corporation
The Hertz Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

Service
Mechanical
3/29/2016

Jonathan Fong



CDP: 

\$
3000



2 RN [REDACTED]
VIN# ML32A3HJ6FH [REDACTED]

RENT RATE 4 @ \$ 30.00 / DAY \$ 120.00

SUBTOTAL T \$ 120.00

CHARGES ADDED DURING RENTAL

LDW	DECLINED	\$
LIS	DECLINED	\$
PAI,PEC	DECLINED	\$

SERVICE CHARGES/TAXES

FUEL TAX	3.75 %	
TAX 13.25 % ON EST. TAXABLE TTL \$ 120.00		\$ 11.40

CUSTOMER CHARGE \$ 131.40

CHARGED ON: [REDACTED]	\$ 131.40
CUSTOMER BALANCE	\$ 0.00

**FOR EXPLANATION OF THE ABOVE CHARGES,
PLEASE ASK A REPRESENTATIVE OR GO TO
WWW.HERTZ.COM/CHARGEEXPLAINED**

VEHICLE: [REDACTED] MITSUB	LIC: [REDACTED]
RENTED: HAYWARD HLE	07/30/2016 09:58
RETURN: SAN PABLO HLE	08/02/2016 14:37

HOW WAS YOUR EXPERIENCE? WE'D LIKE YOUR FEEDBACK.

- 1) Visit [REDACTED] Or Call (800) 714-0174
- 2) Enter Access Code: [REDACTED] 3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL



Further information relating to Your rental charges, and other terms to which You agree, appear below.

EXTRA CHARGES IF APPLICABLE:
\$ LateChAPER EX HR

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.27 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:
LDW DECLINED

LIS DECLINED

PAI DECLINED
OTHER FEES AND ASSESSMENTS:
SALES TAX 9.5 %

FUEL TAX 3.7%

TAX RATE - XX.XXX% APPLIES TO ALL CHARGES MARKED T
CA REFUEL SALES TAX RATE - XX.XXX% APPLIES TO CHARGES MARKED F
TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF CDP
RO# EL CERRITO AUTO DBA HONDA OF EL

* COMPANY CHARGE \$ 1971.00

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.
We prohibit smoking in all Vehicles. A cleaning fee will apply for violations.
Excessive mileage on a repeat basis may result in suspension of future rent
RES: PLAN: Custom CLASS: A
PREPARED BY: 0802/CAHAE01 PRINTED: 20160730100442DAVI



VEHICLE 15 MITSUB TK CAP 9
LIC CLS A MILES OUT 10 FUEL OUT 518

RENTED: 07/30/2016 09:58 @ HAYWARD HLE
RETURN: 09/28/2016 09:58 @ HAYWARD HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) if a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return if any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT CHARGE ESTIMATE
TIME / MILEAGE CHGS: RATE PLAN - Custom [H] CLASS A
60 @ \$ 30 /DAY \$ 1800.00

ADJUSTMENT
SUBTOTAL T \$ 1800.00
ADDITIONAL CHARGES

OPTIONAL SERVICES

FUEL & SERVICE \$ 0.27/MI \$ 9.990/GL 9 /TK CAP \$ ****
TAX / FEES

TAX 2 9.50% ON EST. TAXABLE TTL \$ 1800.00 \$ 171.00
3.75% ON CALIFORNIA REFUELING \$ ****

ADJUSTMENTS ESTIMATED COMPANY CHARGE \$ 1971.00

TOTAL ESTIMATED CHARGE \$ 1971.00

0 RT



ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS RENTAL AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND THE RESPECTIVE HERTZ COMPANY IDENTIFIED ON PAGE ONE OF THIS DOCUMENT (HEREINAFTER "HERTZ") EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (together, the "Rules"). You can obtain the Rules at www.adr.org.

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgement on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgement confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 225 Brae Blvd., Park Ridge, NJ 07656, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

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**IMPORTANT INFORMATION REGARDING TOLLS**

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below.

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, COLORADO, NORTH CAROLINA, and TEXAS, the SAN FRANCISCO BAY AREA BRIDGES, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE.

TO USE PLATEPASS IN THESE AREAS, pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority.

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA, AND WEST VIRGINIA, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes (The toll authority may allow for an alternative payment method, such as payment by mail).

TO USE PLATEPASS IN THESE STATES, slide the transponder out of the shield box and pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, keep the transponder fully within the shield box and use only traditional cash lanes (if available) to make payment directly to the toll authority.

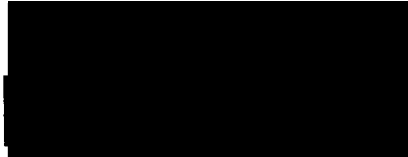
NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible. For toll roads in Southern California that do not accept PlatePass, you will also be charged an administrative fee of \$30.00.

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a service fee of \$4.95 for each day of your rental including prior or subsequent days on which the PlatePass service is not used (capped at \$24.75 per rental) plus incurred tolls at the Toll Authority's cash rate or highest undiscounted toll rate.

PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced. For additional information, visit www.platepass.com. **FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL CHARGE AND/OR VIOLATION.** You will be charged for any toll/parking/traffic charges, violation fines/penalties incurred, plus applicable administrative fees. You authorize us to release your billing/rental information to PlatePass LLC and American Traffic Solutions to process and bill at all such toll, violation, and administrative charges and service fees.

PG 1



TO BE CHARGED TO:
 < AUTH \$ 50.00 / 534105 AT HAYWARD HLE
 PH Rental Ext # 800-654-4174
 THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

Under California Civil Code Section 1798.83, any California resident who is an individual customer of Hertz may call (888) 777-5870 to request a copy of Hertz's Privacy Policy and a form directing Hertz not to disclose his personal information to third parties for their direct marketing purposes.

NOTICE: Except as stated in Par. 4 of the Rental Agreement Terms And Conditions (the Rental Terms) which appear on the folder (CF1900003) delivered to You with this Rental Record, You are responsible for all loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the fair market value of the vehicle, plus actual charges for towing, storage and impound fees and a administrative charge. Your own insurance may cover all or part of Your financial responsibility for the rented vehicle. You should check with Your insurance company to find out about Your coverage. Hertz will not hold You responsible if You buy the optional Loss Damage Waiver (LDW), except as otherwise stated in Par. 4.c. and 5 of the Rental Terms. For additional information about your responsibility for loss or damage to the rented vehicle and about LDW, see Par. 4 of the Rental Terms. The charge for LDW is between \$11.00 and \$89.99 per day depending on the car which You rent. Only You and persons who are Authorized Operators, as that term is defined in Par. 2 of the Rental Terms, may operate the Car. If any entity You direct to be billed failed to pay, You will be responsible for full payment of these charges.

Where permitted by law, Hertz does not provide any third party liability protection for this rental unless You purchase the optional Liability Insurance Supplement (LIS). If You decline LIS, any insurance that provides coverage to You or an Authorized Operator will be primary. If Hertz makes any payments as a result of claims arising from the operation of the Car, You will indemnify Hertz for all payments made including attorney fees and costs. If You elect Liability Insurance Supplement (LIS), LIS provides protection from third party automobile claims for the difference between the liability protection limits in Paragraph 10 and the maximum combined single limit of \$1,000,000 for bodily injury, including death, and property damage. Except in the states of CO and NY, uninsured and underinsured motorist coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits of liability and \$1,000,000 limit of insurance for each accident is available for an additional charge, but only available if you purchase LIS. By signing below, You acknowledge that you have read, understand, accept and agree to these disclosures and the Rental Terms and You accept or decline the Optional Services as shown on this Rental Record. This transaction is classified as a Replacement rental.

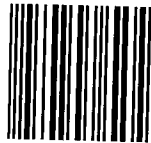
X
Renting Company - The Hertz Corporation
 The Hertz Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

Union City, CA

W40-304



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U.S. POSTAGE
PAID
UNION CITY, CA
94587
SEP 13, 16
AMOUNT
\$4.40
R2303S104083-15



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



7012 1010 0000 6509 8149

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590