

CL-11061709-2294

JAN - 5 2018

11/28/2017

To whom it may concern:

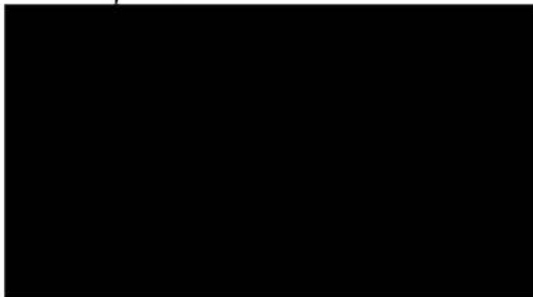
My name is [REDACTED] I was advised by the California Department of Justice to contact your office in regards to the issue I have with BMW of North America LLC, Bob Smith Dealership
Case# [REDACTED]

I leased a used 2015 BMW X1 from Bob Smith in Calabasas California, per odometer already had 5888 miles, after a week I experienced the car dies on me for no apparent reasons. It happened multiple times, still not fixed and I have anxiety every time I drive the car that I might get in to an accidents (Please see attached documents). I currently drive an old 2005 Scion which is a spare car, as my primary commuting vehicle to work.

Please, please help me on this situation, I need to answer my lemon law attorney Robert Starr, and I am being pressured by him to make a decision in regards to BMW offer which I believe my right was violated and I was not treated fairly based on their terms and conditions on their offer. I do not know what is the right thing to do at this time.

I sincerely appreciate your prompt attention on this matter, and looking forward to hear from you.

Thank you very much



NAM
1-8-18
UD



RECORD OF COMPLAINT FORM

READ THE ATTACHED BROCHURE BEFORE COMPLETING YOUR COMPLAINT. NOT ALL COMPLAINTS ARE INVESTIGATED.

Instructions: Type or print the following information for the person filing the complaint and the Business/Seller the complaint is against.

SECTION 1 — COMPLAINANT (Person Filing Complaint)

NAME [REDACTED]

APT. NUMBER [REDACTED] DRIVER LICENSE OR IDENTIFICATION NUMBER [REDACTED]

CITY Murrieta STATE CA

EVENING TELEPHONE NUMBER () Same

SIGNATURE X DATE 11/28/17

SECTION 2 — BUSINESS/SELLER COMPLAINT IS AGAINST (if applicable)

NAME (FIRST, MIDDLE INITIAL(S), LAST) BMW of North America / Bob Smith Dealership

STREET OR P.O. BOX 24500 Calabassas Rd TELEPHONE NUMBER ()

CITY Calabassas STATE CA ZIP CODE 91302

DID YOU SEND A PREVIOUS COMPLAINT TO DMV AGAINST THIS BUSINESS/SELLER? IF YES, WHEN?
It was done by my Lemon Law attorney / Robert Starr

May we show a copy of your complaint to the business/seller? Yes No

If the transaction occurred at a location different than the business address above, please list it here.

STREET OR P.O. BOX CITY STATE ZIP CODE

SECTION 3 — VEHICLE INFORMATION

Type the license plate number and vehicle identification number as they are shown on the contract between the buyer and seller. Enter the purchase date (same as when the contract was signed)

YEAR 2015 MAKE BMW MODEL X1 LICENSE PLATE NUMBER [REDACTED] STATE CA

VEHICLE IDENTIFICATION NUMBER (VIN) WBAVM1C58FV

SECTION 4 — COMPLAINT Explain the details of this complaint.

SEE OTHER SIDE FOR ADDITIONAL SPACE AND INFORMATION



SECTION 4 — COMPLAINT (continued) IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS OF PAPER**SECTION 5 — MAILING DIRECTIONS**

To help explain the details of your complaint, **YOU MUST SUPPLY PHOTOCOPIES OF THOSE DOCUMENTS RELATED TO YOUR COMPLAINT.** (Include: contracts, warranties, receipts, cancelled checks, repair orders, photographs, letters)

—DO NOT SEND ORIGINAL DOCUMENTS—

PHOTOCOPY THE COMPLETED COMPLAINT. KEEP A COPY FOR YOUR RECORDS.

- Mail the complaint and copies of supporting documents to the Investigations Office closest to where the incident took place (see list below).

**FAILURE TO SEND SUPPORTING DOCUMENTS
MAY DELAY RESPONSE TO YOUR COMPLAINT**

SECTION 6 — DEPARTMENT OF MOTOR VEHICLES INVESTIGATIONS DISTRICT OFFICES

CITY	STREET ADDRESS	ZIP CODE
Artesia	17100 South Pioneer Boulevard, Ste. 320	90701-2762
Bakersfield	7000 Schirra Court	93313-2117
Brisbane	150 North Hill Drive, Ste. 29	94005-1025
Chula Vista	30 North Glover Avenue	91910-1040
El Monte	3204 Rosemead Boulevard, Ste. 202	91731-2912
Fresno	2510 South East Avenue, Ste. 100B	93706-8007
Milpitas	860 Hillview Court, Ste. 100	95035-4567
Mission Hills (Granada Hills)	15455 San Fernando Mission Blvd., Ste. 305	91345-1353
Los Angeles (Inglewood)	621 N. La Brea Avenue	90302-3006
Los Angeles (LA Metro)	3615 South Hope Street	90007-4370
Los Angeles (Lincoln Park)	3529 North Mission Road	90031-3120
Riverside	6296 Rivercrest Drive, Ste. A	92507-0738
Rocklin	4240 Rocklin Road, Ste. 11	95677-2862
Orange	750 The City Drive, Ste. 200	92868-6902
Sacramento	8259 Demetre Avenue, MS/L219	95828-0932
San Diego	4375 Derrick Drive	92117-4990
San Diego (Mission Valley)	2878 Camino Del Rio South, Ste. 310	92108-3847
Stockton	1507 East March Lane, Ste. B	95210-5625
Vallejo	200 Couch Street	94590-2904
Ventura	1732 Palma Drive, Ste. 202	93003-5717
West Covina	800 South Glendora Avenue, Rm-100	91790-4201



Department of Transportation
Motor Vehicles

Occupational License Status Information System

Following is the result of your search

Main Location Information

BMW OF MURRIETA
26825 AUTO MALL PARKWAY
MURRIETA CA 92562
Tel: (951)249-8000

Location Opened : 06/01/2011

Location Closed:

Licensed to Provide,
Offer or Sell:

- Used Snowmobile Dealer.
- New Auto/Commercial Vehicle Dealer.
- Used Motorcycle Vehicle Dealer.
- Used Trailer Vehicle Dealer.
- Used All-Terrain Vehicle Dealer.
- Used Recreational Trailer Vehicle Dealer.
- Used Motorhome Vehicle Dealer.

License Information

License No.: [REDACTED]
License First Issued: 06/01/2011
Operator or Contact:
Owner of Business: SAID BORIS III
Mailing Address:
Other Business Name:

License Information
<u>Status of License</u> Valid
<u>Current Admin Actions</u> None
<u>Prior Admin Actions</u> None
Administrative Action Definitions

Help us improve our online services. Please take a moment to complete a brief Survey.

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XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



PUBLIC INQUIRY UNIT
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
(916) 210-6276
TOLL FREE: (800) 952-5225
TTY: CA Relay Service
(800) 735-2922

November 13, 2017

PIU: 768275

[REDACTED]
Murrieta, CA [REDACTED]

Dear [REDACTED]

Thank you for bringing your consumer complaint about an auto dealership to the attention of the Office of the Attorney General. Often, it is only through letters from concerned and responsible citizens, like you, that our office becomes aware of consumer concerns in the automobile industry.

For your information, the Attorney General's Consumer Law Section studies complaints of fraud, misrepresentations and unfair business practices in order to assist local law enforcement agencies and state licensing agencies. Following recommendations from our Consumer Law Section, the Attorney General may sponsor new legislation in an attempt to alleviate consumer problems. Also, our office may initiate legal action on behalf of the collective interests of California consumers to pursue cases of consumer abuse. We are not, however, authorized to represent individuals seeking the return of their money or other remedies.

Furthermore, please be advised that the Attorney General has no jurisdiction in matters already before the court or in matters where the courts have already rendered a decision. However, please be assured that your information will be retained in our consumer files and is of importance in helping this office to organize its priorities.

As you know, there are thousands of new and used car dealers in California. We receive many complaints relating to misrepresentations by new and used car dealers. Unfortunately, neither our staff, nor the staff of most local law enforcement agencies, includes officers who are assigned to investigate complaints actively against these automobile dealers. We are able to bring legal action against a company when there are a number of verified complaints against a particular business indicating a pattern of unlawful conduct or there are provable advertising violations.

When multiple complaints have been brought to our attention concerning a particular company, the file is forwarded to one of the attorneys in the Department of Justice's Consumer Law Section for review and appropriate action.

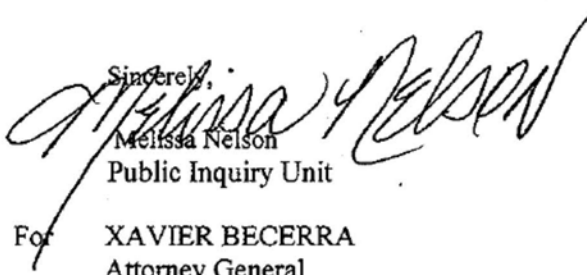
In addition, we suggest that you file a complaint with the Department of Motor Vehicles, Bureau of Investigations. The DMV licenses motor vehicle dealers and reviews complaints against them. We have enclosed a DMV complaint form for your convenience. Please mail the completed complaint form along with any supporting documents to the DMV field office closest to the dealership. A list of DMV field offices is provided on the second page of the complaint form.

With regard to your concerns about the safety of your vehicle, please be advised that you may perhaps also be able to lodge a complaint with the U.S. Department of Transportation National Highway Traffic Safety Administration. The contact information is the following:

U.S. Department of Transportation
National Highway Traffic Safety Administration
1200 New Jersey Ave., S.E.
Washington, DC 20590
DOT Auto Safety Hotline: 1-888-327-4236
Internet: <http://www.nhtsa.gov/>.

Again, thank you for contacting our office regarding your important consumer issue.

Sincerely,



Handwritten signature of Melissa Nelson in cursive script.

Melissa Nelson
Public Inquiry Unit

For XAVIER BECERRA
Attorney General

Attachment

11/02/2017

To Mr. Xavier Becerra ;

Hi, My name is [REDACTED] I leased a used 2015 BMW X1 from Bob Smith dealership which already had 5888 miles on the car.

After a week, I experienced this car dies on me for no reason , first incident I was behind the stop light , and the car died on me, I panicked, that someone might hit me , finally after a few try, I was able to get the car started and get to my home.

I didn't think much a but it the first time , but it happened again couple of months later and car died on me the 2nd time, on my home from work, immediately I contacted dealership and advised them of the car situation , meanwhile I was trying to get the car restarted again, I was told to take car to dealership the next morning , ok I did that. (information attached).

After a few times taking the car to dealership for the same issues, I was advised by friends I should contact a Lemon Law lawyer , whom I contacted later attorney Robert Starr .

I kept on making payments toward the vehicle , but terrified of driving it , anytime I drove the car, I had some issues with it, for the most part the car has been parked on my driveway , however I have been taking the car to dealership several times during past 2 years, for the same problem.

After 2 years I got a call from my attorney office (her name was Jessica) that BMW has offered a settlement of \$800 , I said absolutely not, I told her, the car has been giving me lots of trouble and my monthly Payment is \$435.86 and I am not even driving the car, she said , she will contact BMW see if they can do better(her exact words).

October 2nd I got a email from the attorney's office asking me to review BMW offer , sign and send it back (documents attached) their offer was \$1300.00 this time .

I got there notices from the attorney office to make a decision or I will face a law suit by BMW and will be costly to me, including all the legal fees and court cost.

I responded to my attorney that I didn't wish to sign the letter, because I felt was under pressured and duress to sing the papers that I didn't agree with their terms and conditions , and there was nothing in BMW's offer that was fair to me as a customer, who suffered all these problems and I felt my attorney didn't represent me to the best of his capabilities.

According to my lawyer their expert was unable to duplicate the problem, !!!

How can their expert duplicate a problem in a new car to die ...??!!and to be able to restart it ... after a few try..... their explanation just didn't make sense to me.

I was also advised by Robert Starr to get a new attorney !!!! If I wish to pursue further , and if I was unwilling to get a new attorney , he will have to file a motion to be relieved as a council .

Please help me on this situation, I send an email to my attorney (attached) that I would complain to State Attorney General to review my case. Attached Please find all the communication papers between me and my attorney Robert Starr and BMW offer.

Thank you so much for your prompt attention on this matter . Looking forward to hear from you .

Sincerely,
[REDACTED]



Re: Respond to Your letter

3 messages

mbijan [redacted]
To: Robert Starr <robert@starrlaw.com>

Thu, Oct 19, 2017 at 11:34 PM

Mr. Starr

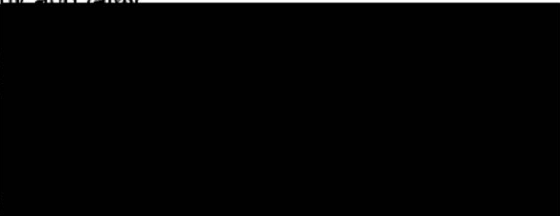
In respond to your letter, When I asked you to settle the case , I was not aware of BMW letter, I had never saw BMW letter to know about the terms and their conditions.

I advised you to settle my case, not knowing anything about the BMW letter. however I was told by Jessica only , BMW has offered the settlement for \$800 which I was very surprised, she never informed me anything about the BMW letter, after I said no , she said " her word were she will contact BMW if they can do better " she never said anything about content of BMW letter. about 10-14 days later I received the BMW terms and conditions and the offer was changed to \$1300 , second time I got a call from Jessica, that I advised her I wished to speak to Mr. Starr , you picked up the phone, telling me you had to go pick up your son and you were late and will call me back tomorrow , which you never did It took you a week to call me , and telling me I would need to sign the letter or I will face a law suit by BMW , which I advised you their offer and terms are not fair to me , then I received email from you in that regard.

You as my attorney have fiduciary responsibilities to look after my rights and interest, and I feel you have not represented me to the best of your capabilities .

I have been under pressure and duress by you and your staff and been threaten of a law suit by BMW . I think my rights based on their conditions has been violated and ignored and I was being treated unfairly. At this time I do not wish to accept their offer under those conditions , unless I receive a fair offer or I will complain to state attorney general or consumer protection office, that way I could get my case handled properly and fairly.

Since
Mano



Sent f

On Oct 16, 2017, at 9:22 AM, Robert Starr <robert@starrlaw.com> wrote:



This email is a follow up to my conversation with you of October 2, 2017, and my email to you on October 2, 2017. I have not received a response from you to my email of October 2, 2017. Please contact me immediately regarding your case. It is critical that I maintain communication with you. Please contact me immediately. Thank you.

Robert L. Starr

The Law Office of
ROBERT L. STARR, APC

23901 Calabasas Rd, Ste. 2072

Calabasas, California, 91302

Telephone (818) 225-9040

Facsimile (818) 225-9042


[Handwritten signature]

Client Name 


~~Settlement Amount: \$1,000.00~~

~~Attorney Fees and Costs: \$5,000.00 (BMW of North America)~~

~~Settlement Amount: \$5,000.00~~

I,  allow, Robert L. Starr, to deposit the Settlement Check into Mr. Starr's Attorney-Client Trust Account, if the check is mailed to Mr. Starr's office and I agree to allow Mr. Starr to distribute the Settlement proceeds to the above parties, including myself and Mr. Starr, as set forth above, I agree that this is a Full and Final Settlement of the above referenced claim.

X

 _____

SETTLEMENT AGREEMENT AND RELEASE

In consideration of the payment of \$1,300.00 made payable to [REDACTED] and her attorneys of record, Law Offices of Robert Starr, [REDACTED] individually, and on behalf of her heirs, executors, successors, and assigns ("Releasor"), releases and discharges BMW of North America, LLC, all BMW entities, all BMW suppliers, all BMW centers and dealers, all entities involved in the design, manufacture, distribution, sale, warranty, and repair of the subject 2015 BMW X1 VIN WBAVM1C58FV [REDACTED] (hereinafter referred to as the "Subject Vehicle"), and any of its components, and their parents, affiliates and subsidiary companies as well as their respective employees, attorneys, experts, and investigators, and all other persons, firms, and corporations (hereinafter collectively referred to as "Releasee") from any and all claims and actions, including, without limitation, class actions, involving Song Beverly, Magnuson Moss, Consumer Legal Remedies Act, Business and Professions Code, other statutory violation,, breach of contract, negligence, fraud, misrepresentation and/or deceit, "lemon law," emotional distress, breach of warranty (express and/or implied), loss of use, failure to remedy, recall, repair, replace or disclose, bad faith, unfair business practice, or property damage, resulting or arising from the purchase, lease, finance, use, or repair of problems or concerns with the Subject Vehicle including, but not limited to, alleged defects or non-conformities, or concerning the design, manufacture, assembly, distribution, sale, finance, service, recall or repair of the Subject Vehicle or any of its components. This release includes all claims and actions asserted or that could have been asserted, known or unknown, for any form of relief, including, without limitation, any claim or action alleging or seeking any form of damages, civil penalties, punitive damages, consequential or incidental loss, costs, and/or attorney's fees.

This release includes all claims and actions made or that could have been made, known or unknown, involving or regarding the Subject Vehicle, its purchase, lease, finance, use or repair. Releasor agrees to make no further claims with respect to the Subject Vehicle whether sounding in tort, contract, statute, or otherwise. Releasor

specifically waives all rights to make any claims about the repairs and service of the Subject Vehicle. Releasor waives all rights to make any future claim for repurchase or replacement of Subject Vehicle under the Song-Beverly and Magnuson-Moss Acts or any other theory, including but not limited to, breach of warranty whether sounding in contract, statute or common law.

Releasor will retain possession of the Subject Vehicle and, should any balance remain on the lease or purchase contract, will remain obligated to the terms and conditions of the lease or purchase contract and to make payments according to the terms of any financing agreement.

Releasor specifically states they she has read and waives Section 1542 of the California Civil Code, which section reads as follows:

1542. General Release – Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Releasor has read and understands the above paragraph.

____ Initials of [REDACTED]

Releasor further agrees to indemnify, defend, and hold harmless Releasees from any claim as to how the settlement proceeds should be allocated or from any claim for attorney's fees.

Releasor agrees that this full and complete release of all claims is being entered into in the spirit of compromise and for the purpose of buying peace with regard to any and all claims arising from the Subject Vehicle. Further, it is agreed that by this settlement, there is no admission of any conduct giving rise to liability or that any defect exists in the Subject Vehicle or that a compensable loss has occurred.

As a specific and separately negotiated condition of this Settlement Agreement and Release, Releasor, her counsel and her representatives agree to maintain the confidentiality of the financial terms of this Settlement Agreement and Release.

Specifically, Releasor, his counsel and his representatives contractually agree not to disseminate, disclose, advertise, publicize or otherwise promote in any way the amount of the settlement. The financial terms of the settlement and amount paid on behalf of the Releasees shall remain strictly confidential and shall not be discussed by the Releasor or her attorneys to anyone except to Releasor's accountant and tax advisor or by court order.

Releasor further agrees that the terms of this full and complete release are contractual under the laws of the State of California and that no additional promise has been made to the Releasor as part of this settlement.

Releasor acknowledges that possible unforeseen and unanticipated loss may occur, which is not presently contemplated or foreseen, but that nevertheless, in view of Releasor's intention and agreement to compromise all claims and potential claims as set forth above, Releasor hereby expressly assumes the risk of any such other additional damage, if any.

Releasor acknowledges and agrees that by signing this Settlement Agreement and Release, she is forever waiving any right to any past or present claim, including litigation, against any of the Releasees concerning the Subject Vehicle. Releasor further agrees that the action shall be promptly dismissed and, by the signing of this Settlement Agreement and Release, she directs Law Offices of Robert Starr, her attorneys, to authorize a Stipulation of Dismissal with Prejudice of the entire action to be filed. Except as provided above, each side is to bear its own costs, expenses and attorney's fees except as outlined above.

Releasor agrees that she is currently represented by legal counsel, and that she has either read each and every page of this Settlement Agreement and Release or has had each and every page read to her and that she understands it. Releasor agrees that, by signing the Settlement Agreement and Release, she agrees to its terms and conditions.

This Agreement may be executed in one or more counterparts, each of which

shall be deemed an original for all purposes and all of which together shall constitute one original agreement.

DATED: September ____, 2017

By: _____
[REDACTED]

APPROVED AS TO FORM AND CONTENT INCLUDING CONFIDENTIALITY AND ATTORNEY FEES

Law Offices of Robert Starr

DATED: September ____, 2017

By: _____
Robert L. Starr, Esq.
Law Offices of Robert Starr
Attorney for Plaintiff

Please immediately let me know how you wish to proceed with this case.

Robert L. Starr
(818) 225-9040
The Law Office of Robert L. Starr, APC
23901 Calabasas Road, Suite 2072
Calabasas, California 91302

Robert Starr <robert@starrlaw.com>

Fri, Oct 20, 2017 at 9:00 AM

To: [REDACTED]

[REDACTED]

You and I did talk about this case in length, after you expressed your concerns. At that time, I advised you that although I had spent considerable money on your case, I was not taking anything to recover my fees or costs, and that the entire settlement amount was going to you. *(Please Review the offer)*

You did give us authority to settle your case. You did know that settling your case means you release your first to pursue the matter further.

Also, as you were told prior to your agreeing to settle your case, we hired an expert to try to identify if there is a problem with your vehicle, because BMW has indicated there is no problem, and if we were to proceed to trial, we would have the burden of proving there is a problem. Our expert, after testing and examining your vehicle, was unable to identify a problem. As a result, as I indicated to you, if you were to go to trial, in my opinion you would lose. If you were to lose, you could be responsible for paying some of BMW's costs associated with the lawsuit. This was also explained to you.

If you wish to proceed with the case, in light of the situation, I ask that you get a new attorney. If you are unwilling to get a new attorney, I will have to file a motion to be relieved as counsel. This is because there has clearly been a breakdown in our relationship. Furthermore, I believe that it is not in your best interest to proceed with this case, and that it will ultimately end badly for you. That is my opinion.

We took this case on because you indicated you a problem with the vehicle, and your problem seemed similar to what other of my clients have experienced. We diligently investigated this case, but unfortunately I do not believe that we have what is needed to succeed at trial. As a result, with your authority to do so, we tried to get as much money as possible from BMW. That was what you instructed us to do. Now you no longer want to do that.

Lastly, if you believe that I have done anything wrong, I encourage you to do whatever you believe is proper. I sincerely have tried to go a good job for you, because you are my client, and I care about my clients. But sometimes people disagree. I respect your opinion and your perception of this situation, however I do not agree with it.

Please let me know what you wish to do.

Robert L. Starr
(818) 225-9040
The Law Office of Robert L. Starr, APC
23901 Calabasas Road, Suite 2072
Calabasas, California 91302

From: [REDACTED]
Sent: Thursday, October 19, 2017 11:34 PM
To: Robert Starr
Subject: Re: Respond to Your letter

[Quoted text hidden]

To: [REDACTED]

Fri, Oct 20, 2017 at 9:35 AM

----- Forwarded message -----
From: Robert Starr <robert@starrlaw.com>
Date: Fri, Oct 20, 2017 at 9:00 AM
Subject: Re: Respond to Your letter
[Quoted text hidden]



Your case

1 message

Robert Starr <robert@starrlaw.com>

Mon, Oct 2, 2017 at 2:39 PM

To: [REDACTED]

Cc: Jessica <jessica@starrlaw.com>

[REDACTED]

This email shall be a follow up to our call today regarding your case.

As you know, you have been having problems with your vehicle, which the servicing dealership had not been able to duplicate. As a result, you hired my firm to represent you. My firm hired a very well respected and knowledgeable expert to test your vehicle, in order to see if we could duplicate the problems. Our expert was unable to duplicate the problems. This makes it extremely difficult, and in my opinion nearly impossible to prove your case.

BMW has made you a very low settlement offer. My office got your authority to settle the case for the offer which BMW made to you, due to the inability to duplicate the problem. You now have refused to go forward with the settlement offer.

As I indicated to you over the phone today, I feel as though it will not be possible to prove your case at trial, because our expert has been unable to duplicate the problems that you have complained of. As a result, as I said to you, if you go to trial, in my opinion, the great likelihood is that you will lose, and you may have to pay at least some of BMW's trial costs. So, it is my advice that you settle your case. If you do not wish to follow that advice, you should consult with another attorney, to see if another attorney has different advice. But in my opinion, it would be harmful for you to proceed to trial. Furthermore, you already gave my office to settle your case, and now you are changing your mind.

Please immediately let me know how you wish to proceed with this case.

Robert L. Starr

(818) 225-9040

The Law Office of Robert L. Starr, APC
23901 Calabasas Road, Suite 2072
Calabasas, California 91302



BMW of MURRIETA

Stop Dreaming. Start Driving.

26825 Auto Mall Pkwy.
Murrieta, CA 92562
Phone (951) 249-8000
Fax (951) 249-8090
www.bmwofmurrieta.com

Service Hours: M-F 7am-7pm & Sat 8am-5pm

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY AND ADDITIONAL INFORMATION ON BACK.
RECOMMENDED SERVICES

BAR# ARD00265207 EPA# CAL000361824

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO. _____ **S E R V I C E** STATE REG# _____

PHONE WHEN READY YES <input type="checkbox"/> NO <input type="checkbox"/>	VEHICLE I.D. NO. WBAVM1C58FV	YEAR/MAKE/MODEL 15/BMW SAV/x1/4DR SUV x1 28I RWD	PRODUCTION DATE	STOCK NO.	LICENSE NO.	REG. NO.
ALL PARTS WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE	MURRIETA, CA	COLOR BLACK/RED	DELIVERY DATE	DELIVERY MILES	SELLING OFFER NO.	R.O. DATE 10/10/15
MEANS OF PAYMENT: CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/>	RESIDENCE PHONE	BUSINESS PHONE	TURBO Y	MMIC BMZZ	AIR COND. Y	P.S. Y
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TIME RECEIVED 01:33pm	DATE/TIME PROMISED 10/10/15 07:00pm	PRIORITY 30	TRANS A	MILEAGE 9,045	ADVISOR NO. 215
						ADVISOR CHAD LUDWIG

JOB ALL PARTS INTALLED ARE NEW UNLESS OTHERWISE SPECIFIED

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. _____

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.

- COMMENTS :**
BMW LOANER
- W 11BMZ ENGINE MINOR**
CUSTOMER STATES WHEN USING MSA THE CAR SHUT OFF AND WOULD NOT RESTART AND THE CAR WAS COMPLETELY OFF AND ALL THE LIGHT FLASHED...CHECK AND ADVISE
 - W 60BMZ11 SEAT BELTS**
CUSTOMER STATES THE DRIVER'S SEAT BELT WILL NOT RELEASE. TENSION AT TIMES AND GETS STUCK....ADVISE
 - C 00BMZVI MPI INSPECTION**
PERFORM MPI WORLD CLASS INSPECTION
 - C 46BMZA TIRE PRESSURE CHECK**
COURTESY TIRE INFLATION INSPECTION
 - I 70BMZ13 BMW LOANER**
THE SUBSTITUTE VEHICLE MUST BE RETURNED ON THE DAY THE REPAIR IS COMPLETED. A USAGE FEE OF \$100.00 PER DAY WILL BE

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.

The Reynolds and Reynolds Company, EMANATE, C0717983 O, (03/14)



BMW of MURRIETA

Stop Dreaming. Start Driving.

26825 Auto Mall Pkwy
Murrieta, CA 92562
Phone (951) 249-8000
Fax (951) 249-8090
www.bmwofmurrieta.com

Service Hours: M-F 7am-7pm & Sat 8am-5pm

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

BAR# ARD00285207 EPA# CAL00036182

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
12/03/15	65350	11061	215	160	I	70BMZ13	BMW LOANER
				160	C	46BMZA	*TIRE PRESSURE CHECK
				160	I	51BMZ01	*BODY ELECT CONCERN
				160	I	11BMZ01	*ENGINE CONCERN
				160	I	85BMZ13	SOUND SYSTEM
				160	I	51BMZ	BODY ELECTRICAL

SALES PERSON NO. _____ SERVICE STATE REG# _____

PHONE WHEN READY	VEHICLE ID NO. WBAVM1C58FV	YEAR/MAKE/MODEL 15/BMW SAV/X1/4DR SUV X1 28I RWD	PRODUCTION DATE	STOCK NO.	LICENSE NO.
ES <input type="checkbox"/> NO <input type="checkbox"/>			DELIVERY DATE	DELIVERY MILES	R. O. DATE 01/08/1
ALL PARTS WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE	MURRIETA, CA	COLOR BLACK/RED	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES
SAVE		TURBO Y MMC BMZZ AIR COND Y P. S. Y TRANS A MILEAGE 12,665 ADVISOR NO. 215 ADVISOR CHAD LUDWIG			
MEANS OF PAYMENT:	BUSINESS PHONE	1st REV. EST.	DATE	TIME	PHONE / DRN PERSON
EDIT CARD <input type="checkbox"/>					
CHECK <input type="checkbox"/>	TIME RECEIVED 05:15pm DATE/TIME PROMISED 01/08/16 07:00pm PRIORITY 30	2nd REV. EST.	DATE	TIME	PHONE / DRN PERSON
POINTMENT <input type="checkbox"/>	F# A170 HAZ. WASTE ESTIMATE				
Yes <input type="checkbox"/>					
No <input type="checkbox"/>					

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED

ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00

X _____

COMMENTS :

CUSTOMER REQUESTED A LOANER created 2016-01-07 10:16:00am taken by Grant Aguirre loaner requesting CHAD

I 70BMZ13 **BMW LOANER**
CUSTOMER REQUESTED A LOANER

C 46BMZA ***TIRE PRESSURE CHECK**
COURTESY TIRE INFLATION INSPECTION

W 11BMZ01 ***ENGINE CONCERN**
CUSTOMER STATES THE CAR WILL SHUT OFF WHILE DRIVING AND HAS HAPPENED 2X SINCE LAST VISIT....CHECK AND ADVISE

C 00BMZMPIEXPRESS **EXPRESS MPI INSP**
PERFORM MPI EXPRESS INSPECTION

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. _____

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.

Murrieta, CA

PLACE STAMP OR POSTAGE HERE AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7017 1450 0001 8330 3568

W48-226

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National Highway Traffic Safety Administration
1200 New Jersey Ave., S.E
Washington DC 20590

Department of Transportat

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Sender:
Manufacturer:
Purchase Order:

DOT

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