

CL-11453535-1400

PATRICK MORRISEY
ATTORNEY GENERAL

PHYSICAL ADDRESS:
1900 Kanawha Blvd., East
State Capitol Complex
Building 6, Suite 401
Charleston, WV 25305

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>



STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

April 27, 2022

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

Consumer Protection
and Antitrust Division
(304) 558-8986
Consumer Hotline
1-800-368-8808
Preneed Funeral Services
(304) 558-8986
Senior Protection Hotline
(304) 558-1155
Fax: (304) 558-0184

National Highway Traffic Safety Administration
1200 New Jersey Avenue S.E.
West Building
Washington, DC 20590

Re:

Charleston, WV

Dear Sir or Madam:

Enclosed please find a copy of a consumer complaint sent to our office. We would appreciate you investigating this complaint to determine whether there has been a violation of the laws that you administer or enforce. Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Dennis P. Cunningham
Mediator
Consumer Protection and Antitrust Division

Enclosure

EA



STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
1-800-368-8808 or 304-558-8986

THIS IS AN
ELECTRONIC COPY

www.wvago.gov

E-Mail: consumer@wvago.gov

MOTOR VEHICLE CONSUMER COMPLAINT

1. PARTY COMPLAINING

☐ Mr. [REDACTED]
Name: [REDACTED]
Mailing Address: [REDACTED]
City: Charleston State: WV
County: Kanawha Zip Code: [REDACTED]
Home Telephone: [REDACTED]
Work Telephone: [REDACTED]
Cell Telephone: [REDACTED]
Email: [REDACTED]

Best time to contact me: any time

2. COMPLAINT AGAINST

Business Name: Moses BMW
Address: 2001 McCorkle AVE. S.W.
City: St. Albans State: WV
County: Kanawha Zip Code: 35313
Telephone: 304 722-4900
Name of person you dealt with: Chris or Sara
Title: Service Manager

3. Purchased: ☐ New ☒ Used

Vehicle Identification
Number (VIN): WBA8F1C39H [REDACTED]

4. Car Make (manufacturer): BMW

Car Model: 328XD Year: 2017

5. Mileage at time of purchase: 27,952

Present Mileage: 53,627

6. Date of Purchase: 07/17/2020

Total Purchase Price: 34,575.26

7. Terms of Payment: ☐ Cash ☒ Loan
☐ Check ☐ Credit Card ☐ Installment
☐ Debit Card ☐ PayPal ☐ Wire Transfer
☐ Other ☐ Western Union

Loan - Installment
Finance Company name: Cha-Tel Federal Credit Union

Address:

8. Did you purchase the vehicle from the business you are complaining about? ☒ Yes ☐ No

9. Have you complained to the business? ☒ Yes ☐ No

If Yes, date you complained: 2/7/22 2/22/22, 4/4/22

What action was taken by the business: one recall fix but unsuccessful, 2nd recall as no remedy available

10. Does the complaint involve the safety condition of the vehicle at the time it was sold to you? ☒ Yes ☐ No

11. Have you contacted the manufacturer about your vehicle complaint? ☒ Yes ☐ No

If Yes, what action was taken: none

PLEASE CONTINUE TO NEXT PAGE

12. Have you filed this complaint with any other agency or organization? ☒ Yes ☐ No

If Yes - Identify organization: NHTSA

What action was taken? Still pending

13. Describe any legal action you have taken: None at this time

14. Provide COPIES – front and back – of all documents you have, such as:

☒ Warranty ☐ Buyer's Guide ☒ Purchase Agreement
☒ Odometer Statement ☒ Repair Orders ☒ Loan Contract – Retail Installment Agreement
☐ Title

15. Please describe your complaint in detail – if you need additional space to tell what happened, please continue on a separate page and attach it to your complaint:

There are two open recalls on this vehicle, both dangerous recalls. I received the notice of a remedy on the first recall and called to make the service appointment Dec. 2020, but was advised that there were no parts available and they would call me when they received them. On Feb. 7, 2021 the issue with the recall happened, "Fuel pump failure can cause an engine stall while driving, increasing the risk of a crash." As I was driving on I64 the vehicle died in the middle of the interstate. I was lucky to make it to the side, but still in harms way. The vehicle was towed to the dealer and they had it from Feb. 7, 2021 to March 31, 2021. I had the vehicle back for 3 days and oil started pouring out of it and inside under the hood. The vehicle was towed back again this morning April 4, 2021. As for the 2nd recall "A melting intake manifold increases the risk of a fire," there is no remedy for this issue. I spoke with a BMW Case Manager, Brandon on 2/22/22 and opened case [REDACTED] asking that BMW buy this vehicle back. It is clearly not safe to drive and I fear for my safety and the safety of my grandchildren while in this vehicle. Brandon advised that the recalls are a government issue and that the government decides whether a vehicle is safe to drive or not. He said he is not authorized to buy the vehicle back until the government says it is not safe. I filed a complaint with NHTSA as per his advice, and the ODI# IS 11453535.

16. How do you want your complaint resolved?

I would like for BMW to buy the vehicle back due to the safety of the vehicle. I fear for my safety while driving the vehicle and feel that I should not have to continue to pay for a vehicle that I cannot feel safe in.

The information you provide will be used in efforts to resolve your problem and may be shared with the party complained against or other state agencies which may also regulate the party complained against. It may also be used to enforce applicable state laws.

I hereby authorize any party to whom the Attorney General directs this complaint to release any and all information about this matter, including account information, to the Attorney General's Office.

I certify that all information on this form is true and accurate to the best of my knowledge and belief, and that I have the legal authority to submit this claim.

SIGNATURE (Required) [REDACTED]

DATE 04/04/2022

Return this form and copies of your papers to:

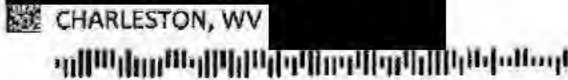
Office of the Attorney General
Consumer Protection Division
PO Box 1789
Charleston, WV 25326-1789

SAVE

PRINT

**BMW**

47911 HALYARD DRIVE
STE. 200
PLYMOUTH, MI 48170
DO NOT MAIL REPAIR ORDERS TO THIS ADDRESS



CHARLESTON, WV

October 2021

This **"Important Limited Warranty Information,"** effective with the date listed above applies to the BMW model with the Vehicle Identification Number (VIN) of **WBA8F1C39H**

Dear BMW Owner/Lessee:

BMW is committed to delivering the ultimate in product satisfaction to our customers.

Towards that end, BMW is extending the limited warranty for the:

- **High Pressure Fuel Pump (Diesel Engine)**

On the above-referenced vehicle to:

- **10 years/120,000 miles, as determined by your vehicle's original in-service date.**

This "component-specific" limited warranty extension applies to defects in materials or workmanship. This coverage is subject to the same vehicle eligibility requirements, limitations, and exclusions that apply to the BMW New Vehicle Limited Warranty for Passenger Cars and Light Trucks.

This is a notice of a "limited warranty extension." It is not a notice of a Recall or Service Action.

If a repair to this component is required, please contact your nearest authorized BMW center in the United States or Puerto Rico to schedule an appointment.

Company
BMW of North America, LLC
BMW Group Company

Mailing Address
PO Box 1227
Westwood, NJ
07675-1227

Telephone
(800) 831-1117

E-mail
Customerrelations@
bmwusa.com

Website
www.bmwusa.com

Your BMW center will confirm your vehicle's eligibility and review the scope of the repairs to determine if this extended limited warranty coverage applies. After vehicle inspection and diagnosis, eligible repair work will be performed by the authorized BMW center free of charge.

Repairs performed on ineligible vehicles, eligible vehicles operated and repaired outside the United States and Puerto Rico, and/or the diagnosis and repair of other unrelated issues are not covered by this limited warranty extension. This exclusion also applies to repairs, including consequential, that were performed using non-genuine BMW parts and/or used passenger car or light truck parts.

The integrity of our products is essential to BMW's success and our customers' trust. We are determined to exceed your expectations and hope this warranty extension further enhances your ownership experience.

Sincerely,

BMW of North America, LLC

B-ELWR N47T/N57T Engine High Pressure Fuel Pump 10Y120M (2021)



47911 HALYARD DRIVE
STE. 200
PLYMOUTH, MI 48170
DO NOT MAIL REPAIR ORDERS TO THIS ADDRESS



WV CHARLESTON, WV



December 2020

This **"Important Limited Warranty Information"** applies to the BMW vehicle with the Vehicle Identification Number (VIN) of **WBA8F1C39HK**

Dear BMW Owner/Lessee:

BMW is committed to delivering the ultimate in product satisfaction to our customers.

Towards that end, BMW is extending the limited warranty for the:

- **Fuel Injectors**

On the above-referenced vehicle to:

- 10 years/120,000 miles as determined by your vehicle's original in-service date.

This "component-specific" limited warranty extension applies to defects in materials or workmanship. This coverage is subject to the same vehicle eligibility requirements, limitations, and exclusions that apply to the BMW New Vehicle Limited Warranty for Passenger Cars and Light Trucks.

This is notice of a "limited warranty extension." This is not a notice of a Recall or Service Action.

If a repair to this component is required, please contact your nearest authorized BMW center in the United States or Puerto Rico to schedule an appointment. Your authorized BMW center will determine the vehicle's eligibility and review the scope of repairs that are covered by this component-specific limited warranty extension.

After vehicle inspection and diagnosis, eligible repair work will be performed by the authorized BMW center in the United States (including Puerto Rico) free of charge.

Repairs performed on ineligible vehicles, eligible vehicles operated and repaired outside the United States and Puerto Rico and/or the diagnosis and repair of other unrelated issues are not covered by this limited warranty extension. This exclusion applies to repairs, including consequential, that were performed using non-genuine BMW parts and/or used passenger car or light truck parts.

The integrity of our products is essential to BMW's success and our customers' trust. We are determined to exceed your expectations and hope this warranty extension further enhances your ownership experience.

Sincerely,

BMW of North America, LLC

Company
BMW of North America, LLC
BMW Group Company

Mailing Address
PO Box 1227
Westwood, NJ
07675-1227

Telephone
(800) 831-1117

E-mail
Customerrelations@
bmwusa.com

Website
www.bmwusa.com



BMW



IMPORTANT SAFETY RECALL

This notice applies to your vehicle, Wba8F1C39HK
Recall Campaign No. 21V-586: High-Pressure Fuel Pump

Remedy is Available

CHARLESTON, WV

|||||#####|||#####|

January 2022

Dear BMW Owner / Lessee:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. BMW AG has decided that a defect, which relates to motor vehicle safety, exists in certain Model Year 2014-2018 BMW Diesel engine models (3 Series, 5 Series, 7 Series, X3 SAV, X5 SAV). Our records indicate that you are the owner of a potentially affected vehicle.

Why are we contacting you?

We are pleased to inform you that we are ready to perform this recall. If you have not had this recall performed, please contact your authorized BMW center immediately to schedule an appointment. Please visit bmwusa.com/dealer to locate your nearest BMW center.

What could happen?

Over time, and due to factors such as fuel quality, the high-pressure fuel pump could shut down as a protective measure. This could cause the engine to stall which increases the risk of a crash.

If you notice an engine warning lamp in the instrument cluster, your vehicle may be experiencing this issue. If this occurs, carefully move away from traffic and pull over to a safe location as soon as possible. All occupants should carefully exit the vehicle and move to a safe location away from traffic. Do not continue to drive the vehicle. Contact BMW Roadside Assistance at 1-800-332-4269 immediately to have your vehicle brought to the nearest authorized BMW center.

If you are not the only driver of this vehicle, please advise all other drivers and passengers of this important information. If you are a vehicle lessor, Federal Regulations require you to forward this notice to your lessee within ten days.

What will BMW do?

The high-pressure fuel pump will be replaced for free which could take about an hour.

There may be some options to help overcome the inconvenience of bringing your vehicle in for service, if needed. Contact your local BMW center to check what may be available.

What if I have additional questions?

For the latest updates, to read the FAQs, and the topics below, please visit bmwusa.com/recall.

Changed your address or sold the vehicle? Click on "Manage recall notices and contact information"

Looking for information about possible reimbursement if you already had this repair performed at your own expense? Click on "Reimbursement for Prior Customer Pay Repairs Related to a Safety Recall (TREAD Act)"

Should you have any questions about this recall, please contact your authorized BMW center. If you need additional assistance, please contact BMW Customer Relations.

If your BMW center is unable to remedy the defect without charge or within a reasonable period of time, you may notify the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590, call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153), or go to <http://www.safercar.gov>.

Please be assured that your safety is important to us, and we sincerely apologize if this recall causes any inconvenience. We recommend that you and your passengers wear your safety belt at all times.

Sincerely,

BMW of North America, LLC

Spanish translation on back side
Traducción en español en el lado inverso

Company
ENR
of North America, LLC

BMW Group Company

Mailing Address
PO Box 1227
Westwood NJ 07675-
1227

Telephone
(800) 575-7417

Full
G2011930-808.2

E-mail:
CustomerRelations@
brwusa.com

Internet
2005/05/01



CUSTOMER #

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900 Body Shop 722-4906

PAGE 1

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
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MELBOURNE	17	BMW 328XD	WBA8F1C39HK		58127/58128	
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DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
----------	-----------	----------	----------	-------	------	---------	----------

01JUL20 DD			17:00 04APR22		135.00	CASH	04APR22
------------	--	--	---------------	--	--------	------	---------

R.O. OPENED	READY	OPTIONS:	SOLD-STK	DLR
-------------	-------	----------	----------	-----

10:04 04APR22	16:07 04APR22	ENG:2.0L DOHC TURBO		
---------------	---------------	---------------------	--	--

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES LEAKING OIL HAD TO HAVE TOWED IN
MD10S OIL CHANGE, COURTESY INSPECTION AND SCOPE

4415ISERI

(N/C)

1 11-42-8-507-683 SET OIL-FILTER

ELEMENT:114010

(N/C)

6 83-21-5-A2A-FC3 BMW TWINPOWER TURBO LL-12

FE:832511

(N/C)

....58128 FOUND OIL DIPSTICK TUBE LEAKING REPLACED O RING AND RECHECKED
....PERFORMED AS DESIGNED

B I consent to receive service updates, reminders, promotions and other
information related to my vehicle or any vehicle I purchase at
Moses FLB via text messaging. This cell phone is my phone. I
can opt out of receiving text messages by replying STOP.

9996 STANDARD

4415 CB

0.00 0.00

C** OIL CHANGE, COURTESY INSPECTION AND SCOPE
NC NO CHARGE

4415 CBM

0.00 0.00

....58128 PERFORMED OIL SERVICE AND SCOPE

WE ARE NOW USING MOSES FORD-BMW. IF YOU
ARE NOT COMPLETELY SATISFIED LET US KNOW.
WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL
MEET ANY COMPETITORS PRICE ON THE SAME TIRE
OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.

CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS
OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT
OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR
CREDIT CARD.



QUALITY CARE
It may be your car,
but it's still our baby.



MONDAY
THRU
FRIDAY
7:30 - 6:30

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

X

"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant the product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agrees and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

Copyright 2014 Cox Drive, LLC. BMW SERVICE INVOICE - 1022C - 08/2020 - IMAGING

CUSTOMER COPY

PLEASE CALL FOR DAILY APPOINTMENTS

IX

WEST VIRGINIA

LICENSE PLATE TRANSFER INFORMATION

Date of Transfer: 7/1/20

Selling Dealer: MOSES FORD BMW

Dealer Number: D00007

Class of License: A

License Plate Number: [REDACTED]

Expiration Date: 11/1/20

Issued to: [REDACTED]

Address: [REDACTED] CHARLESTON, W [REDACTED]

TRANSFERRED FROM

Year: 2017

Make: JEEP

VIN: ZACCJBAB5H [REDACTED]

Weight: 3,210 LBS

Title No. [REDACTED]

TRANSFERRED TO

Year: 2017

Make: BMW

VIN: WBA8F1C39H [REDACTED]

Weight: 3,695 LBS

Title No. [REDACTED]

TEMPORARY VEHICLE REGISTRATION

Transfer Plate Number	Issue Date	Expiration Date	VIN	Vehicle Year	Make	Body Style
[REDACTED]	7/2/20	11/1/20	WBA8F1C39H [REDACTED]	2017	BMW	Passenger Car

Owner Name	Mailing Address	City	State	Zip
[REDACTED]	[REDACTED]	CHARLESTON	WV	[REDACTED]

Selling Dealer
MOSES FORD BMWDealer Number
D00007

Insurance LIBERTY MUTUAL

Agent

Policy # [REDACTED]

Effective Date From 7/21/20 To 7/21/20

VEHICLE SALE

MOSES FORD INC
P.O. BOX 1878
ST. ALBANS WV 25177

RETAIL PURCHASE

Purchaser's Name(s):

Deal #

Date: 07/01/2020

Address: SIGSONVILLE, WV

County: KANAWHA

Telephone (1)

Telephone (2)

DOB:

E: D.L./State I.D.#

Issuing State:

Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2017	MAKE BMW	MODEL 328XD	COLOR MELBOURNE RED	STOCK NO.	
VIN/SERIAL NO. WBABF1C39H		ODOMETER READING ☐ Not Accurate 27982	SALESPERSON		
THE VEHICLE IS: ☐ NEW ☒ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER			
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	27688.00	
Pursuant to West Virginia Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealership unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.			N/A	N/A	
			N/A	N/A	
			N/A	N/A	
			N/A	N/A	
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.			TOTAL TAXES	1070.76	
☐ Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.			N/A	N/A	
			N/A	N/A	
			N/A	N/A	
			N/A	N/A	
TRADE-IN VEHICLE INFORMATION			DOC FEE	250.00	
Year: 2017	Make: JEEP	Model: RENEGADE	Color: GREY	TITLE FEE	15.00
VIN/Serial No.: ZAGC8AB8		Odometer Reading: ☐ Not Accurate 60456	LIEN/FILING FEE		10.00
Trade-In Allowance: 10150.00		Balance Owed & Lienholder: 16651.00 CHATEL	TRANSFER FEE		10.50
*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.			N/A	N/A	
X _____ X _____			WV FEE & Online FEE	16.00	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			ONLINE STATE FEE	14.00	
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			TOTAL DUE	29074.26	
☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT			LESS DEPOSIT/DOWN PAYMENT*	N/A	
			LESS REBATE	N/A	
			TRADE BALANCE	-5501.00	
			LESS CASH DUE AT DELIVERY	N/A	
			AMOUNT TO BE FINANCED (See Paragraphs 12 and 15)	34575.26	

This Agreement and any documents which are a part of this transaction are hereby acknowledged and no other agreement or understanding of any nature concerning the sale of this Vehicle shall be binding on the Purchaser unless it is in writing and signed and accepted by the Purchaser.

I hereby acknowledge that I have read all of the terms and conditions of this Agreement and I have signed and accepted by the Purchaser.

07/01/2020

07/01/2020

N/A
Purchaser:

DealerCAP

53602*1*H9F1-FI
CATALOG #6983187

07/02/2020 12:57 pm

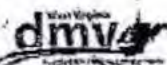
© 2015 GM Global, LLC. West Virginia (01/19)

INITIAL ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 15. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us; if the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased to this Agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.
11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
12. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
13. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF WEST VIRGINIA.
14. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY WEST VIRGINIA LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
15. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. You agree that we may immediately proceed to sell any Trade-In Vehicle, even if it is sold prior to the assignment of the Retail Installment Sale Contract to a financing institution. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel, and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
16. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

DealerCAP

836021*H6F1-FI
CATALOG #865316707/02/2020 12:57 pm
© 2016 CDK Global, LLC West Virginia (01/16)

DMV-1-TR
REVISED 11/2014

FOR DMV USE ONLY

 CLASS _____ EXP. DATE _____
 PLATE NUMBER _____
 DL OR ID NUMBER _____

 West Virginia Department of Transportation
Division of Motor Vehicles
Application for Certificate of Title

TYPE OR PRINT IN BLUE OR BLACK INK

 MAKE CHECKS PAYABLE TO THE DIVISION OF MOTOR VEHICLES.
 INSTRUCTIONS ARE ON THE REVERSE SIDE OF THIS FORM.

The buyer(s)/owner(s) of the following motor vehicle make application for this motor vehicles Certificate of Title and hereby state the following:

NAME(S) _____

 MAILING ADDRESS _____
 Number _____ Street _____ City or Town _____ County _____ State _____ Zip Code _____

VEHICLE DESCRIPTION

 MAKE BMW YEAR 2017 V.I.N. WBA8F1C39HK

 STYLE OF BODY SD WEIGHT _____

 ODOMETER READING (No Tenths) 27952 Title Brands: ☐ SALVAGE ☐ RECONSTRUCTED ☐ OTHER: _____

 PURCHASE PRICE \$ 27688.00 TRADE INS 10150.00 NET COST \$ 17538.00 5% SALES TAX 1052.28
 (Credit allowed only on vehicles titled in West Virginia and the tax paid thereon by applicant)

 1) JEEP 2017 ZACCJBAB5H N/A
 Make Year VIN/Serial no. West Virginia title number

 2) N/A N/A N/A N/A
 Make Year VIN/Serial no. West Virginia title number

REGISTRATION PLATE TRANSFERRED FROM (Send copy of registration card both sides) _____

Make of Vehicle _____ Weight _____ VIN/Serial Number _____ Title Number _____ License Plate Number _____

LIENS AND ENCUMBRANCES

 1 NAME NO LIEN Mark FCK AMOUNT 34,575.20
 MAILING ADDRESS 1500 Mac C L & Co Ave Charleston WV 25304 KIND OF LIEN S/A DATE 07/01/2020
 Street City State Zip Code C/S/C D/T S/A

 2 NAME N/A AMOUNT N/A
 MAILING ADDRESS N/A KIND OF LIEN N/A DATE N/A
 Street City State Zip Code C/S/C D/T S/A

I hereby state that there is a motor vehicle liability policy in effect on the described vehicle in accordance with the provisions of the West Virginia Motor Vehicle Laws and certify that the statements made are true and correct to the best of my knowledge and belief under penalty of false swearing. West Virginia Motor Vehicle Law § 17A-9-1: Fraudulent Applications.

NAME OF INSURANCE COMPANY LIBERTY MUTUALNAME OF INSURANCE AGENT ONLINE

INSURANCE POLICY NUMBER _____

NATIONAL ASSOCIATION INSURANCE COMMISSIONERS (NAIC) NUMBER _____

 THIS STATE APPLICATION MUST BE SIGNED BY THE BUYER(S) (OR SELLER(S))
 If the _____
 (X)
 (X)
**** INSURANCE MUST BE IN EFFECT WHEN THIS APPLICATION IS RECEIVED**

DEALER CERTIFICATION

 This is to certify that the above described vehicle was acquired from MOSES FORD INC on month 07 day 01 year 2020 and sold to the above named purchaser on month 07 day 01 year 2020.

The undersigned dealer further certifies that the sale price, trade-in, and net cost are true and accurate and that the Federal Odometer Regulation has been satisfied. Federal regulation requires that you state the odometer mileage upon transfer of ownership.

I certify to the best of my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle unless one of the following statements is checked: _____ Mileage stated is in excess of its mechanical limits (or) _____ The odometer reading is not the actual mileage - WARNING-ODOMETER DISCREPANCY

DEALER NAME MOSES FORD INCADDRESS P.O. BOX 1878 ST. ALBANS, WV 25177SIGNATURE (X) _____ DEALER LICENSE NO. D-7

Instructions

- Type or complete this application in BLUE OR BLACK INK ONLY.
- DO NOT SEND CASH. SEND CHECK OR MONEY ORDER payable to the Division of Motor Vehicles. Any check that is not honored for payment will result in a \$10.00 SERVICE CHARGE.
- If the vehicle was previously titled in another state, the title must accompany this application.
- If there is a lien, make sure the complete address and zip code are included.
- If you wish to purchase a new plate, include the appropriate fees detailed below.
- A statement of insurance must be submitted with each application for motor vehicle registration.
- Credit on trade-in allowed only for vehicles titled in West Virginia and taxes paid thereon by applicant.

Table of Fees

Type of Fee	Fee Information	Fee Totals
Title Fee (This fee is required)	\$10.00	\$10.00
Lien Fee - If applicable (\$5.00 Per Lien)		
License Plate Transfer Fee - If applicable	\$5.50	
5% Sales Tax (All sales under \$500.00 must pay \$25.00 instead of 5%)	X .05 =	
Fee for Registration and License Plate - If applicable ☐ Class A - Cars & Trucks up to 10,000 lbs. ☐ Class B - Trucks 10,001 lbs. and up ☐ Class C - Motorcycles ☐ Class H - Buses ☐ Class J - Taxi Cabs ☐ Class M - Mobile Equipment ☐ Class R - Travel Trailers ☐ Class T - Trailers ☐ Class V - Antique Vehicles	SEE THE "MOTOR VEHICLE REGISTRATION FEE" BROCHURE FOR A FEE SCHEDULE. www.dmv.wv.gov/manuals	
TOTAL PAYMENT REQUIRED (Send a check or money order ONLY if mailing this application) =		

CVR FEES: WVI PORTAL FEE AND ONLINE REG FEE: 16.00
 ONLINE STATE FEE W/TAX: 14.98

Checklist

- ☐ Is the application completed, including signatures?
- ☐ Did you enclose a check or money order payable to DMV for the total fees and payment due?
- ☐ Do you have all required documents such as:
 - Proof of Insurance (Certificate of Insurance WV-1) or a completed statement of insurance
 - Copy of the registration card front and back If you are transferring a license plate
 - Out-of-State title if the vehicle was previously titled in another state

MAIL ALL REQUIRED DOCUMENTS, FORMS, AND PAYMENT TO:

Division of Motor Vehicles
 5707 MacCorkle Avenue, SE, PO Box 17710
 Charleston, WV, 25317

Toll Free Telephone (In-state only) 1-800-642-9066
 Out of State (304) 558-3900

CUSTOMER #: [REDACTED]

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

PAGE 1

SISSONVILLE WV

HOME [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
MELBOURNE	17	BMW 328XD	WBA8F1C39H [REDACTED]		40684/40685	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	RD NO	RATE	PAYMENT	INV. D
01JUL20 DE			17:00 23MAR21		125.00	CASH	24MAR21

R.O. OPENED	READY	OPTIONS	SOLD-STR	DLR
		ENG:2.0L DOHC Turbo		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES REAR BRAKE LIGHT IS ON

9996 R&R REAR BRAKE PADS

416 CB	125.00	125.00
1 34-35-6-792-292 BRAKE PAD WEAR SENSOR, REAR:343030	46.10	46.10
1 34-20-6-873-094 REPAIR KIT, BRAKE PADS ASBES:348012	137.35	137.35

B MOSES BMW COMPLIMENTARY VEHICLE INSPECTION AND REPORT CARD.
 MULTI MOSES BMW COMPLIMENTARY VEHICLE INSPECTION AND REPORT CARD.
 WITH REPORT CARD.
 416ISERI

(N/C)

C I consent to receive service updates, reminders, promotions and other information related to my vehicle or any vehicle I purchase at Moses FLB via text messaging. This cell phone is my phone. I can opt out of receiving text messages by replying STOP.

9996 STANDARD

416 CB	0.00	0.00
--------	------	------

CUSTOMER PAY EPA AND SHOP SUPPLIES FOR REPAIR ORDER FOR REPAIR ORDER 7.50

WE ARE NOT RESPONSIBLE FOR USING MOSES FORD-BMW. IF YOU ARE NOT COMPLETELY SATISFIED LET US KNOW. WE CARRY ALL MAJOR TIRE BRANDS. WE WILL MEET ANY COMPETITORS PRICE ON THE SAME TIRE OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.

CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR

CREDIT CARD.



QUALITY CARE
 It may be your car,
 but it's still our baby.



FREE SERVICE SHUTTLE

MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant the product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agree and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

DESCRIPTION	TOTALS
LABOR AMOUNT	125.00
PARTS AMOUNT	183.45
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SUPPLIES	7.50
TOTAL CHARGES	315.95
DEDUCTIBLE	0.00
SALES TAX	22.12
PLEASE PAY THIS AMOUNT	338.07
CUSTOMER SIGNATURE	X

BMW VEHICLE CONDITION REPORT

Name:	RO#
Date:	
Mileage in:	Mileage out:
Plate number:	State:
VIN:	

● Very Good ○ May Need Future Attention ● Needs Immediate Attention

UNDER THE CAR

1. Oil leaks		
2. Coolant leaks		
3. Brake hydraulic lines, visual inspection		
4. Fuel leaks		
5. Exhaust system, leaks and mounting		
6. Engine/transmission mounts		
7. Suspension and shock absorbers		
8. Steering components		
9. Drive shaft/gulp clutch		
10. Brake pads/rotors - front	S	
11. Brake pads/rotors - back	4	X
12. Tire pressure and condition, including spare		

UNDER THE HOOD

13. Engine oil level		
14. Brake and clutch hydraulic fluid level		
15. Coolant level and antifreeze protection		
16. Power steering fluid level		
17. Battery inspection		
18. Windshield washer fluid level		
19. Condition of coolant hoses and clamps		
20. Condition and adjustment of belts		

CAR EXTERIOR

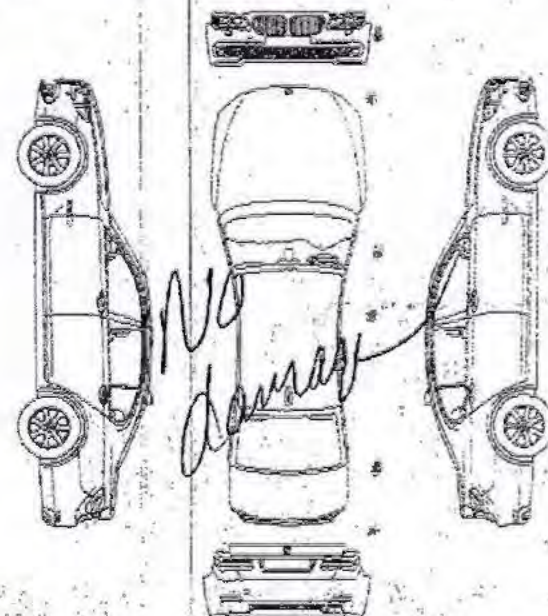
21. Operation of all lights and signals		
22. Body, paint, trim and glass (use diagram at upper right)		
23. Operation of central locking system		
24. Windshield wiper operation		

ROAD TEST

25. Brake performance, including parking brake		
26. Transmission shifting		
27. Clutch operation (if equipped)		
28. Gauges, warning lights, horn, wipers/washers		
29. Heating and air conditioning performance		
30. Seat belts		
31. Wheel and tire inspection		

TIRE TREAD DEPTH

32. Tire tread depth at all 4 corners		
LF		RF
LR		RR



Show damage location above with codes:

X Stone damage ○ Dents △ Scratches ✓ Body damage

Underbody damage (explain below)

Center Signature

Client Signature

White copy for client
Yellow copy for BMW center

BVCR18

MOSES BMW

2001 MACCORKLE AVENUE SW ST., SAINT ALBANS, WV 25177

Transaction Summary

[REDACTED]	TRANSACTION DATE March 24, 2021
CASHIER Sara Whalen	AUTHORIZATION [REDACTED]
CUSTOMER NAME [REDACTED]	SERVICE ADVISOR Sara Whalen
VEHICLE INFO 2017 BMW 3 Series	PAYMENT AMOUNT \$338.07
CREDIT CARD VISA ending in *** [REDACTED]	
[REDACTED]	
IP ADDRESS 107.77.204.156	DATE March 24, 2021 17:48 UTC March 24, 2021 13:48 EDT

Signature:

**BMW
AFTERSALES
MOBILITY PROGRAM**

MOSES BMW- Saint Albans, WV
2001 MACCORKLE AVE
Saint Albans WV 25177
(304) 722-4900

**VEHICLE
USE AGREEMENT
FACE PAGE**

[illegible]

West Virginia Vehicle Use Agreement Terms and Conditions ("Terms and Conditions")

1. Definitions. "Agreement" means all terms and conditions found on the "Face Page" and on all pages of these Terms and Conditions. "You" or "your" means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair ("Service Replacement Vehicle"). "Rental Period" means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. "Daily Vehicle Rate" means either: your daily time and mileage fee; or, for Service Replacement Vehicles, the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Charges" means the fees and charges that are incurred under this Agreement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. Nature of Contract; Consideration; Indemnity. This Agreement is a contract for rental of the Vehicle offered to you. This rental is solely a bailment for mutual consideration. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement. **To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement or your use of the Vehicle.**

3. Authorized Drivers. You represent that you are a capable and validly licensed driver.
(a) Definition. "Authorized Driver" means: (i) the Customer and the Customer's spouse or domestic partner; (ii) additional drivers listed by us in this Agreement; (iii) if the Customer is a business entity, "Authorized Driver" includes Customer employees who are permissible drivers on the business entity's auto insurance policy; (iv) the Customer's employer, employee or coworker who is engaged in a common business activity with the Customer; (v) a licensed driver driving the Vehicle to a medical or police facility during an emergency; and (vi) a person who parks the Vehicle in a commercial establishment.
(b) Requirements. Each Authorized Driver must possess a valid driver's license and meet our age restrictions: (i) if the Vehicle is a Service Replacement Vehicle, and the Customer is the sole registered owner of a vehicle left with us for service or repair, then the Customer and the Customer's spouse or domestic partner must be at least age 21. Otherwise, the Customer and the Customer's spouse or domestic partner must be at least age 25; and (ii) an Authorized Driver defined in paragraphs 3(a)(i) through 3(a)(iv) must be at least age 25. There are no minimum age requirements for Authorized Drivers defined in Paragraphs 3(a)(v) and 3(a)(vi). **Authorized Drivers are the only persons permitted to drive the Vehicle.**

4. Inspection; Condition and Return of Vehicle. You must return the Vehicle to our office on the date and time specified on the Face Page (or sooner upon our demand) with at least as much fuel as when rented, unless we offer, and you purchase, pre-paid fuel. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You may extend the Rental Period for up to one week if you obtain our consent before the date due, and we may require you to return the Vehicle to our office for inspection. The total Rental Period may not exceed 30 days under any circumstances. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period.

5. Responsibility for Damage or Loss; Reporting to Police. Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the Daily Vehicle Rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

6. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol or prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire or to provide transportation network company or other transportation services; (f) to tow or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (q) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; or (r) by anyone who is smoking, vaping, or using tobacco products in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).**

Stock#_____

VDC USE: Chassis # _____
 Battery (12V)/Kombi 84 Volts/SOC% _____
 Battery (Hybrid) _____ SOC% _____
 Date 5/30/17
 Inspector [Signature]

Note: Failure to maintain batteries as recommended and documented with this form will be considered sufficient cause to reject warranty claims.

(A) Vehicle Receipt		Model	Chassis #
Center #	Voltage as received	Inspected by	Date received

B Vehicle In Storage - Checked Every 4 Weeks Color indicates battery is to be checked during the week of ...

Week Of	Voltage (12V)/ LED	Voltage Hybrid 0 1 2 3 4 F	Charged By	Week Of	Voltage (12V)/ LED	Voltage Hybrid 0 1 2 3 4 F	Charged By	Week Of	Voltage (12V)/ LED	Voltage Hybrid 0 1 2 3 4 F	Charged By	Week Of	Voltage (12V)/ LED	Voltage Hybrid 0 1 2 3 4 F	Charged By
Dec. 26								Jan. 9				Jan. 16			
Jan. 23								Feb. 6				Feb. 13			
Feb. 20								Mar. 6				Mar. 13			
Mar. 20								April 3				April 10			
April 17								May 1				May 8			
May 15								May 29				June 5			
June 12								June 26				July 3			
July 10								July 24				July 31			
Aug. 7								Aug. 21				Aug. 28			
Sept. 4								Sept. 18				Sept. 25			
Oct. 2								Oct. 16				Oct. 23			
Oct. 30								Nov. 13				Nov. 20			
Nov. 27								Dec. 11				Dec. 18			

[illegible][illegible]

CUSTOMER #:

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900 Body Shop 722-4906

PAGE 1

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR		YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MELBOURNE	17	BMW 328XD	WBA8F1C39H			37183/37183	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01JUL20 DD			WAIT 29DEC20		102.50	CASH	29DEC20

R.C. OPENED	READY	OPTIONS:	SOLD-STK	DLR:
		ENG:2.0L DOHC Turbo		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A OIL CHANGE , COURTESY INSPECTION AND SCOPE

MD10S OIL CHANGE , COURTESY INSPECTION AND SCOPE

416 IB

(N/C)

1 11-42-8-507-683 SET OIL-FILTER

ELEMENT:114010

(N/C)

6 83-21-2-466-457 BMW TWINPOWER TURBO LL-04

5W:832511

(N/C)

,,,37183 change oil and filter

B KEY DATA STATES DUE FOR FUEL FILTER MICRO AND VEHICLE CHECK

9996 STANDARD

416 IB

(N/C)

C MOSES BMW COMPLIMENTARY VEHICLE INSPECTION WITH REPORT CARD.

MULTI MOSES BMW COMPLIMENTARY VEHICLE INSPECTION

WITH REPORT CARD.

416ISERI

(N/C)

,,,37183 perform mpi

D** REPLACE MICROFILTER

MD83 REPLACE MICROFILTER

416 IB

(N/C)

1 64-11-9-237-555 MICROFILTER-ACTUATION

CARBON:643010

(N/C)

,,,37183 remove and replace microfilter

E** FUEL FILTER REPLACEMENT

9996 R&R FUEL FILTER

416 IB

(N/C)

1 13-32-8-572-522 FUEL FILTER CARTRIDGE:133010

(N/C)

,,,37183 remove and replace fuel filter

CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR CREDIT CARD.

QUALITY CARE
It may be your car,
but it's still our baby.MONDAY
THRU
FRIDAY
7:30 - 5:30

"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant the product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agrees and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	
X	

BMW VEHICLE CONDITION REPORT

Name:	RO#
Date:	
Mileage in:	Mileage out:
Plate number:	State:
VIN:	



● Very Good ○ May Need Future Attention ● Needs Immediate Attention

UNDER THE CAR

1. Oil leaks
2. Coolant leaks
3. Brake hydraulic lines, visual inspection
4. Fuel leaks
5. Exhaust system, leaks and mounting
6. Engine/transmission mounts
7. Suspension and shock absorbers
8. Steering components
9. Drive shaft/guibo clutch
10. Brake pads/rotors – front
11. Brake pads/rotors – back
12. Tire pressure and condition, including spare

UNDER THE HOOD

13. Engine oil level
14. Brake and clutch hydraulic fluid level
15. Coolant level and antifreeze protection
16. Power steering fluid level
17. Battery inspection
18. Windshield washer fluid level
19. Condition of coolant hoses and clamps
20. Condition and adjustment of belts

CAR EXTERIOR

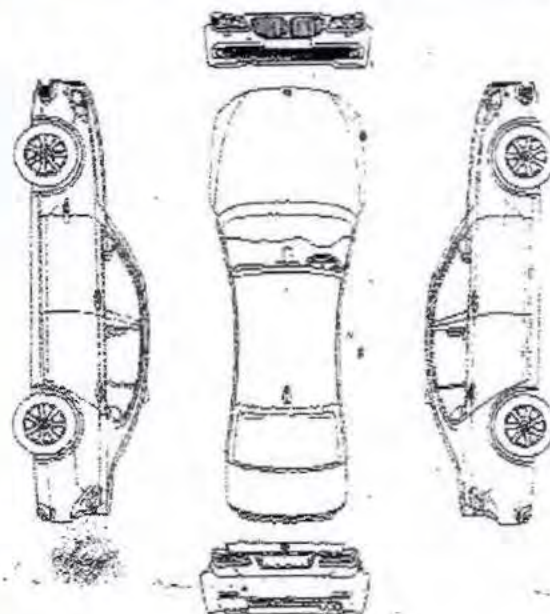
21. Operation of all lights and signals
22. Body, paint, trim and glass (use diagram at upper right)
23. Operation of central locking system
24. Windshield wiper operation

ROAD TEST

25. Brake performance, including parking brake
26. Transmission shifting
27. Clutch operation (if equipped)
28. Gauges, warning lights, horn, wipers/washers
29. Heating and air conditioning performance
30. Seat belts
31. Wheel and tire inspection

TIRE TREAD DEPTH

32. Tire tread depth at all 4 corners



Show damage location above with codes:

X Stone damage O Dents / Scratches ✓ Body damage

Underbody damage (explain below)

Center Signature

Client Signature _____

White copy for client

CUSTOMER #:

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900 Body Shop 722-4906

PAGE 1

SISSONVILLE, WV

HOME

CONT

BUS:

CELL:

SERVICE ADVISOR: 1120 BRANDON LANDERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
MELBOURNE	17	BMW 328XD	WBA8F1C39HK		48744/48744		
DEL DATE	PROD DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01JUL20 DD			WAIT 11SEP21		125.00	CASH	11SEP21
R.O. OPENED	READY	OPTIONS:	SOLD-STK:	DLR:			
		ENG:2.0L DOHC Turbo					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A MOSES BMW COMPLIMENTARY VEHICLE INSPECTION WITH REPORT CARD.

MULTI MOSES BMW COMPLIMENTARY VEHICLE INSPECTION

WITH REPORT CARD.

4416ISERI

(N/C)

....48744
INSPECTION COMPLETED. 0.2 FRONT AND REAR BRAKES ARE SEVERELY
RUSTED AND NEED REPLACED, TIRES ARE WORN BEYOND WEAR INDICATORS AND
HAVE CORDS EXPOSED. VEHICLE IS EXTREMELY UNSAFE TO DRIVE.
SUGGEST FRONT BRAKES VERY SOON. TIRES AND LABOR \$707+TAX
TIRES \$1208+TAX.
BRAKE FLUID \$89.99+TAX
WIPERS \$68+TAX

B OIL CHANGE , COURTESY INSPECTION AND SCOPE

MD10S OIL CHANGE , COURTESY INSPECTION AND SCOPE CHECK #

4416 CBM

52 83-21-5-A42-D33 BMW GROUP LL-01 EE

OW-30:832511

1 11-42-8-507-683 SET OIL FILTER

ELEMENT:114010

....OIL SERVICE COMPLETED. 0.9

PAID

65.00 65.00

SEP 11 2021 0.98 50.96

CASH 26.48 19.28 19.28

MOSES FORD INC.

C I consent to receive service updates, reminders, promotions and other
 information related to my vehicle or any vehicle I purchase at
 Moses FLB via text messaging. This cell phone is my phone. I
 can opt out of receiving text messages by replying STOP.

NC NO CHARGE

4416 CB

0.00 0.00

CUSTOMER PAY EPA AND SHOP SUPPLIES FOR REPAIR ORDER FOR REPAIR ORDER

3.90

CUSTOMER

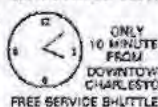
NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS
 OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT
 OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR

CREDIT CARD.



QUALITY CARE
 It may be your car,
 but it's still our baby.



MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

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 amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	
X	

CUSTOMER: #:

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE, S.W.
TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900 Body Shop 722-4906

PAGE 2

HOME:

CONT:

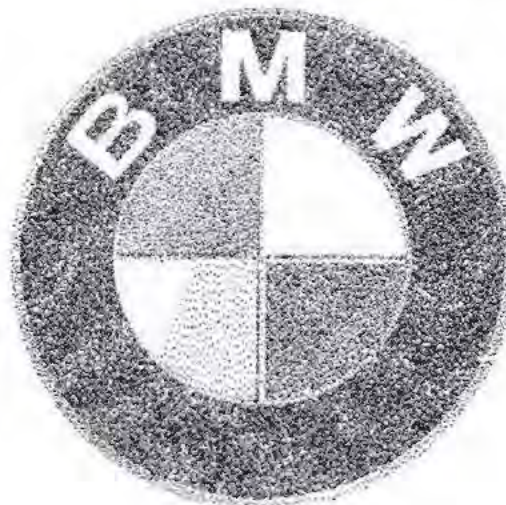
BUS:

CELL:

SERVICE ADVISOR: 1120 BRANDON LANDERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
MELBOURNE	17	BMW 328XD	WBA8F1C39H		48744/48744		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JUL20 DL			WAIT 11SEP21		125.00	CASH	11SEP21
R.O. OPENED		READY	OPTIONS: SOLD-STK:		DLR:		
			ENG:2.0L DOHC Turbo				
07:48 11SEP21		08:46 11SEP21					
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL	

THANK YOU FOR USING MOSES FORD-BMW. IF YOU ARE NOT COMPLETELY SATISFIED LET US KNOW. WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL MEET ANY COMPETITORS PRICE ON THE SAME TIRE OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.



CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

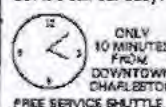
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X



FREE SERVICE SHUTTLE

MONDAY
THRU
FRIDAY
7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	65.00
PARTS AMOUNT	70.24
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SUPPLIES	3.90
TOTAL CHARGES	139.14
DEDUCTIBLE	0.00
SALES TAX	0.27
PLEASE PAY THIS AMOUNT	139.41

CUSTOMER SIGNATURE

X

PLEASE CALL FOR DAILY APPOINTMENTS

Multi-Point Inspection Checklist Per Manufacturer's Recommendation

Customer Name: _____ Year/Model: _____ Date: _____

RO/Tag: _____ Mileage: _____

OKAY AT THIS TIME

MAY REQUIRE FUTURE ATTENTION

REQUIRES PROMPT ATTENTION

CHECK FLUID LEVELS AND FILL					
OK	FILL	OK	FILL	OK	FILL
☒	☐	☒	☐	☒	☐
Engine Oil		Brake Reservoir		Power Steering	
☒	☐	☒	☐	☒	☐
Transmission		Window Washer		Coolant Recovery Reservoir	

RECOMMENDED SCHEDULED MAINTENANCE SERVICES	
☒ Oil Change	☒ Fuel Filter
☒ Oil Filter	☒ Cabin Air Filter
☒ Engine Air Filter	☒ Spark Plugs
☒ Engine Coolant	☒ Tire Rotation
☒ Transmission Fluid	☒ Seat Filter
☒ Transmission Filter	☒ Accessory Drive Belt(s)

Comments: _____

CHECK BATTERY	
State of Health	Condition of Terminals
	☒ Good ☐ Bad (Clean if necessary) ☐ Declined Battery

RECOMMENDED SCHEDULED MAINTENANCE SERVICES		
☒	☒	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
☒	☒	Radiator, heater, and air-conditioning hoses for leaks and damage
☒	☒	Windshield for cracks, chips and pitting
☒	☒	Windshield washer spray, wiper operation and wiper blades
☒	☒	Accessory drive belt(s)
☒	☒	Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
☒	☒	Clutch operation (if equipped)
☒	☒	Constant velocity (CV) drive axle boots (if equipped)
☒	☒	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
☒	☒	Engine Cooling system, hoses and clamps
☒	☒	Exhaust system (leaks, damage, loose parts)
☒	☒	Shocks/struts and other suspension components for leaks and/or damage
☒	☒	Steering and steering linkages
STATE INSPECTION DUE (IF APPLICABLE) _____ MONTH / _____ DAY / _____ YEAR		

Comments: _____

CHECK BRAKES - MEASURE FRONT/REAR BRAKE LININGS	
LF ☒ ☐ ☐ ☐ ☐ ☐ LR	RF ☒ ☐ ☐ ☐ ☐ ☐ RR
Declined Brake ☐	
Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum) 3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32" Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or Less (Drum)	
☒ BRAKE MEASUREMENTS NOT TAKEN THIS SERVICE VISIT	

Comments: _____

Service Advisor: _____

Technician: _____
ITEM #7281

CHECK TIRES	
LF ☒ 7/32" or Greater ☐ 4/32" to 6/32" ☐ 3/32" or less LR	RF ☒ 7/32" or Greater ☐ 4/32" to 6/32" ☐ 3/32" or less RR
Declined Tire ☐	
☐ LF ☐ LR	RF ☐ RF ☐ RR
WEAR PATTERN/DAMAGE	
TIRE WEAR INDICATES:	
☒ Alignment Check Needed	☒ Wheel Balance Needed
Comments: _____	
TIRE PRESSURE SET TO FACTORY RECOMMENDED PSI:	
☒ Front	☒ Rear

Customer Signature: _____

MOSES FORD INC
2001 MACCORKLE AVE
SAINT ALBANS, WV 25177
304-792-0042

MOSES FORD INC

Date: 09/11/2021 08:50:40 AM

DEBIT CARD PURCHASE

CARD NUMBER: *****
BASE AMOUNT: \$139.41
CASH BACK: \$0.00
SURCHARGE: \$0.00
TTL AMOUNT: \$139.41
APPROVAL CD: 376307
RECORD #: 000
CLERK ID: bmwcashier
REFERENCE #:

Customer Copy

CUSTOMER #

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900 Body Shop 722-4906

DUPLICATE 2
PAGE 1

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
MELBOURNE	17	BMW 328XD	WBA8F1C39H		53627/53627	

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. D
01JUL20	DD		17:00 30MAR22		135.00	CASH	31MAR22

R.O. OPENED	READY	OPTIONS:	SOLD-STK:	DLR:
		ENG:2.0L DOHC Turbo		

08:34 07FEB22	10:38 31MAR22	LIST	NET	TOTAL
A CUSTOMER STATES CHECK ENGINE LIGHT CAME ON				

CAUSE: WARR	WARR WARRANTY REPAIR			
	4415 WB4			(N/C)

SUBL ENTERPRISE RENTAL PO#221066	WB4			(N/C)

FC: A99				
53627 SEE LINE F				

*****	*****	*****	*****	*****
B CUSTOMER HAS CPO WARRANTY	9996 STANDARD			

4416 CST	4415 CST			

*****	*****	*****	*****	*****
C CUSTOMER STATES NO START	9996 STANDARD			

4415 CST				
53627 DEDUCTIBLE BODY SHOP		500.00	500.00	

*****	*****	*****	*****	*****
D I consent to receive service notices, reminders, promotions and other	information related to my vehicle or any vehicle I purchase at			

Moses FLB via text messaging. My cell phone is my phone. I	can opt out of receiving text messages by replying STOP.			
9996 STANDARD				

4415 CB				
		0.00	0.00	

*****	*****	*****	*****	*****
E MOSES BMW COMPLIMENTARY VEHICLE INSPECTION WITH REPORT CARD.	MULTI MOSES BMW COMPLIMENTARY VEHICLE INSPECTION			

WITH REPORT CARD.	4415ISERI			

1 61-31-9-217-643 BATTERY: 612830				
53627 VIBRATION AT 70MPH DRIVER LEFT DRIVER NOT ON THE BMW PROGRAM				

AND LEFT FRONT WHEEL IS SLIGHTLY BENT				

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS	OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT	OR ANY OTHER CAUSE BEYOND OUR CONTROL.	TERMS: STRICTLY CASH OR	CREDIT CARD.

QUALITY CARE	DESCRIPTION	TOTALS
It may be your car, but it's still our baby.	LABOR AMOUNT	

ONLY 10 MINUTES FROM DOWNTOWN CHARLESTON	FREE SERVICE SHUTTLE			

MONDAY THRU FRIDAY 7:30 - 5:30				

PLEASE PAY THIS AMOUNT	CUSTOMER SIGNATURE
	X

PI FARE CALL FOR DAILY APPOINTMENTS

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CUSTOMER #:

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

DUPLICATE 2
PAGE 2

SISSONVILLE, WV

BUS: CONT
CELL:

SERVICE ADVISOR: 6829 SARA WHALEN

BUS:		CITY:		SERVICE ADVISOR:		8829 SARA WILKINSON	
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
MELBOURNE	17	BMW 328XD	WBA8F1C39H		53627/53627		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
01JUL20 DD			17:00 30MAR22		135.00	CASH	31MAR22
B/O OPENED		READY		OPTIONS: SOLD-STK:		DLR:	
				ENG:2.0L DOHC Turbo			

08:34 07FEB22 10:38 31MAR22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

F KEY DATA STATES OPEN RECALL 21V-907 B110921 RECALL EXHAUST GAS

RECIRCULATION BGR COOLER N47T HIGHT TEMPEATUR B11 03 21

NC NO CHARGE

4415 IB

(N/C)

G KEY DATA STATES OPEN RECALL 10013390300 20V-586 B130121 RECALL HIGH
PRESSURE FUEL PUMP B13 01 21

CAUSE: TC 1567288, REPLACE FUEL SYSTEM

0071080 SIB

4415 WB4

(N/C)

1	17-22-1-341-603	HOSE CLAMP:889520	(N/C)
4	13-53-8-506-548	INJECTOR:155030	(N/C)
1	13-51-7-824-477	HIGH PRESSURE PUMP:135510	(N/C)
1	16-11-7-294-609	PLASTIC FUEL TANK:161010	(N/C)
1	13-53-7-800-601	PRESSURE ACCUMULATOR:135510	(N/C)
1	16-11-7-243-972	SUPPLY MODULE:162020	(N/C)
1	13-32-7-822-496		(N/C)
1	13-53-8-507-680	FUEL RETURN LINE:135040	(N/C)
1	13-53-7-810-786	FUEL RETURN LINE:135040	(N/C)
1	16-12-7-318-356	FUEL RETURN LINE:162030	(N/C)
2	13-53-7-810-714	PRESSURE HOSE ASSY:135510	(N/C)
2	13-53-7-810-713	PRESSURE HOSE ASSY:135510	(N/C)
1	13-53-7-800-590	PRESSURE HOSE ASSY:135510	(N/C)
1	16-12-7-277-360	WIRE CLIP, 889520	(N/C)
5	16-12-7-258-752	WIRE CLIP, DUAL:889520	(N/C)
4	16-12-7-258-742	WIRING CLIP, QUADRUPLE:889520	(N/C)
4	13-53-2-247-156	GASKET RING:889520	(N/C)
1	16-12-7-244-726	FRONT FUEL FEED LINE:162030	(N/C)
1	16-12-7-318-357	FUEL FEED LINE:162030	(N/C)
1	16-11-7-188-567	O-RING:889520	(N/C)
1	16-11-7-428-463	O-RING:889520	(N/C)
2	07-12-9-952-119	HOSE CLAMP:889520	(N/C)
1	07-12-9-952-107	HOSE CLAMP:889520	(N/C)

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS
OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT
OR ANY OTHER CAUSE BEYOND OUR CONTROL.TERMS: STRICTLY CASH OR
CREDIT CARD.QUALITY CARE
It may be your car,
but it's still our baby.ONLY
10 MINUTES
FROM
DOWNTOWN
CHARLESTON
FREE SERVICE SHUTTLEMONDAY
THRU
FRIDAY
7:30 - 5:30

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X

PLEASE CALL FOR DAILY APPOINTMENTS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	
X	

CUSTOMER #:

MOSES BMW

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TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

DUPLICATE 2
PAGE 3

SISSONVILLE, WV

BUS: CONT: [REDACTED]
CELL: [REDACTED]

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
MELBOURNE	17	BMW 328XD	WBA8F1C39H [REDACTED]		53627/53627	[REDACTED]
DEL DATE	PROD DATE	WARR EXP	PROMISED	RATE	PAYMENT	INV DATE
01JUL20 DI			17:00 30MAR22	135.00	CASH	31MAR22
R.O. OPENED	READY	OPTIONS	SOLD-STK	DLR		
08:34 07FEB22	10:38 31MAR22	ENG:2.0L DOHC Turbo				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	11-15-1-727-509		HOSE CLAMP:889520				(N/C)
1	33-12-7-607-158		REPAIR KIT INSERT NUT:261030				(N/C)
1	11-14-8-576-339		SCREW PLUG:11209510				(N/C)
1	11-61-8-571-005		GASKET STEEL:118523				(N/C)
1	11-61-8-517-159		SEAL MOUNT:119900				(N/C)
1	11-61-8-583-456		O-RING:889520				(N/C)
1	13-53-7-823-408		OVERFLOW OIL LINE:135040				(N/C)
1	13-53-8-594-893		FUEL FEED LINE:135040				(N/C)
1	83-19-0-440-158		DIESEL EXHAUST FLUID				(N/C)
	ADBLUE:832516						(N/C)
	0058677		ADM TIME				(N/C)
	4415	WB4					(N/C)
1353718			REPLACING ALL INJECTORS				(N/C)
	4415	WB4					(N/C)
1353670			REPLACING FUEL LINES				(N/C)
	4415	WB4					(N/C)
1332551			REPLACING FUEL FILTER				(N/C)
	4415	WB4					(N/C)
1353532			REPLACING FUEL LINE				(N/C)
	4415	WB4					(N/C)
1611535			REPLACING FUEL TANK				(N/C)
	4415	WB4					(N/C)
1619620			R/I OR REPLACING DEFENDER UNIT				(N/C)
	4415	WB4					(N/C)
1353558			REMOVE AND INSTALL OR REPLACE HIGH PRESSURE RAIL				(N/C)
	4415	WB4					(N/C)
1353680			REPLACING PRESSURE LINE				(N/C)
	4415	WB4					(N/C)
FC: 0013390300							
PART#: 13-51-7-824-477							
COUNT: 1							
CLAIM TYPE: 1W							
AUTH CODE:							

CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR CREDIT CARD.

QUALITY CARE
It may be your car,
but it's still our baby.

"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant this product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agrees and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

ONLY 10 MINUTES FROM DOWNTOWN CHARLESTON
FREE SERVICE SHUTTLE

MONDAY
THRU
FRIDAY
7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	

PLEASE CALL FOR DAILY APPOINTMENTS

CUSTOMER #:

MOSES BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

DUPLICATE 2
PAGE 4

HOME

CONT:

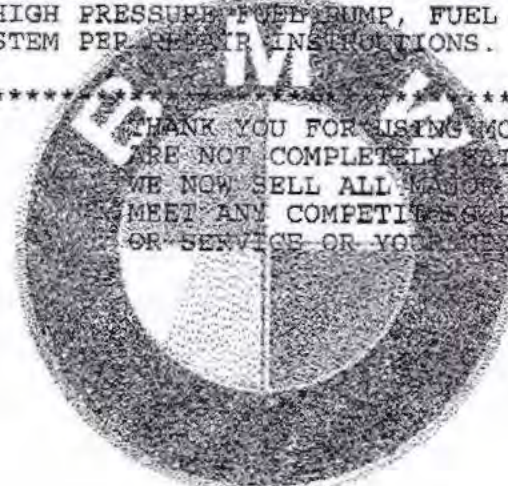
BUS:

CELL:

SERVICE ADVISOR: 6829 SARA WHALEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
MELBOURNE	17	BMW 328XD	WBA8F1C39HK		53627/53627		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
01JUL20 DI			17:00 30MAR22		135.00	CASH	31MAR22
R.O. OPENED	READY	OPTIONS:		SOLD-STK	DLR:		
08:34 07FEB22	10:38 31MAR22	ENG:2.0L DOHC Turbo					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

....53627 CONNECTED BATTERY CHARGER AND TO ISTA FOUND FAULTS 248500,
247600, 248600, 249300, 250100. FOUND METAL IN HIGH PRESSURE PUMP WITH
DIAG CODE D1350-D0000000-68-010. TSARA CASE ID 1567288. PER TSARA CASE
REQUIRES COMPLETE FUEL SYSTEM REPLACEMENT. special defect code 00 13 39
03 00 Flat rate 00 71 642. REPLACED ALL FUEL RELATED PARTS DUE TO
CONSEQUENTIAL DAMAGE INCLUDING GAS TANK, FUEL LINES TO AND FROM THE
TANK, FUEL INJECTORS, HIGH PRESSURE FUEL PUMP, FUEL FILTER, FILLED WITH
NEW FUEL, BLED FUEL SYSTEM PER REPAIR INSTRUCTIONS. STARTED VEHICLE AND
TEST DROVE.



THANK YOU FOR USING MOSES FORD-BMW. IF YOU
 ARE NOT COMPLETELY SATISFIED LET US KNOW.
 WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL
 MEET ANY COMPETITIVE PRICE ON THE SAME TIRE
 OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.

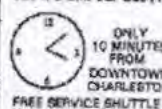
CUSTOMER

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS
 OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT
 OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR
 CREDIT CARD.



QUALITY CARE
 It may be your car,
 but it's still our baby.



MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	500.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	500.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	500.00

CUSTOMER SIGNATURE

X

"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant the product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agrees and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

MOSES FORD INC
2001 MACCORKLE AVE
SAINT ALBANS, WV 25177
Sales 304-913-3127
Service 304-945-0157

MOSES FORD INC

Date: 03/31/2022 10:37:03 AM

CREDIT CARD SALE

VISA

CARD NUMBER: *****

TOTAL AMOUNT: \$500.00

APPROVAL CD: 027359

RECORD #: 000

CLERK ID: bmwcashier

INVOICE #:

Customer Copy

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: READY TO POST

Customer: [REDACTED]

Phone(s): Contact [REDACTED]

Vehicle: WBA8F1C39HK [REDACTED]

Main: [REDACTED]

2017 328XD

Click to View Cust Copy

Cell:

MELBOURNE-
_RED

Mileage: 53,627

Service advisor: 6829

Tag number [REDACTED]

Payment type: CASH

Promised time: 05:00 PM

Promised date: 03/30/2022

Waiter: No

Estimate: 0.00

Customer Comments: No

A CUSTOMER STATES CHECK ENGINE LIGHT CAME ON
 WARR CB WARRANTY REPAIR 0.00 0.00
 Tech(s): 4415
 SUBL CB ENTERPRISE RENTAL 0.01
 Pts: 0.00 Lbr: 0.00 Other: 0.01 Total Line A: 0.01
 Story: 53627 SEE LINE F

B CUSTOMER HAS CPO WARRANTY
 9996 GST STANDARD 0.00 0.00
 Tech(s): 4416, 4415
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C CUSTOMER STATES NO START
 9996 CST STANDARD 0.00 500.00
 Tech(s): 4415
 Pts: 0.00 Lbr: 500.00 Other: 0.00 Total Line C: 500.00
 Story: 53627 DEDUCTIBLE BODY SHOP

D I consent to receive service updates, reminders, promotions and
 other information related to my vehicle or any vehicle I purchase
 at Moses FLB via text messaging. This cell phone is my phone. I
 can opt out of receiving text messages by replying STOP.
 9996 CB STANDARD 0.00 0.00
 Tech(s): 4415
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

E MOSES BMW COMPLIMENTARY VEHICLE INSPECTION WITH REPORT CARD.
 MULTI ISERI MOSES BMW 0.50 0.00
 COMPLIMENTARY VEHICLE
 INSPECTION WITH
 REPORT CARD.
 Tech(s): 4415
 61-31-9-217-643 1 BATTERY:612030 12.82
 Pts: 12.82 Lbr: 0.00 Other: 0.00 Total Line E: 12.82
 Story: 53627 VIBRATION AT 70MPH DRIVER LEFT DRIVER NOT ON THE
 BMW PROGRAM AND LEFT FRONT WHEEL IS SLIGHTLY BENT

F KEY DATA STATES OPEN RECALL 21V-907 B110921 RECALL EXHAUST GAS
 RECIRCULATION EGR COOLER N47T HIGH TEMPEATUR B11 03 21
 NC IB NO CHARGE 0.00 0.00
 Tech(s): 4415
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line F: 0.00

G KEY DATA STATES OPEN RECALL 10013390300 20V-586 B130121 RECALL

Repair Order Detail - Internal Copy

RO Number: [REDACTED] RO Status: READY TO POST

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED]
 Vehicle: WBA8F1C39HK [REDACTED]

Main: [REDACTED]
 2017 328XD MELBOURNE-
 _RED

Click to View Cust Copy
 Cell:

Mileage: 53,627
 Service advisor: 6829
 Tag number: [REDACTED]

Payment type: CASH
 Promised time: 05:00 PM
 Promised date: 03/30/2022

Waiter: No
 Estimate: 0.00
 Customer Comments: No

HIGH PRESSURE FUEL PUMP B13 01 21

0071080	WB4	SIB	3.10	377.89
Tech(s): 4815				
17-22-1-341-603		1 HOSE CLAMP:T99V00K		3.14
13-53-8-506-548		4 INJECTOR:135030		3,202.88
13-51-7-824-477		1 HIGH-PRESSURE		1,424.07
16-11-7-294-609		PUMP:135010		
13-53-7-800-601		1 PLASTIC FUEL		1,138.62
16-11-7-243-972		TANK:161010		
13-32-7-822-496		1 PRESSURE		751.15
13-53-8-507-680		ACCUMULATOR:135055		
13-53-7-810-786		1 SUPPLY MODULE:162020		454.50
16-12-7-318-356		1 FUEL RETURN		311.56
13-53-7-810-714		LINE:135040		136.81
13-53-7-810-713		1 FUEL RETURN		136.81
13-53-7-800-590		LINE:135040		
16-12-7-277-360		1 FUEL RETURN		119.03
16-12-7-258-752		LINE:162030		
16-12-7-258-742		2 PRESSURE HOSE		133.36
13-53-2-247-156		ASSY:135040		
16-12-7-244-726		2 PRESSURE HOSE		133.36
16-12-7-318-357		ASSY:135040		
16-11-7-188-567		1 PRESSURE HOSE		115.58
16-11-7-428-463		ASSY:135040		
07-12-9-952-119		1 WIRE CLIP, DUAL:889520		3.48
07-12-9-952-107		5 WIRE CLIP, DUAL:889520		15.20
11-15-1-727-509		4 WIRING CLIP,		13.48
33-12-7-607-158		QUADRUPLE:889520		
11-14-8-576-339		4 GASKET RING:889520		38.08
11-61-8-571-005		1 FRONT FUEL FEED		45.66
11-61-8-517-159		LINE:162030		
		1 FUEL FEED LINE:162030		87.63
		1 O-RING:889520		25.72
		1 O-RING:889520		10.42
		2 HOSE CLAMP:889520		9.62
		1 HOSE CLAMP:889520		2.64
		2 HOSE CLAMP:889520		4.72
		1 REPAIR KIT INSERT		26.01
		NUT:261030		
		1 SCREW PLUG:11209510		19.73
		1 GASKET STEEL:118523		18.27
		1 SEAL MOUNT:119900		65.50

Repair Order Detail - Internal Copy

RO Number

RO Status: READY TO POST

Customer:

Phone(s): Contact:

Vehicle: WBA8F1C39RK

Main:

2017 328XD

MELBOURNE-

_RED

Click to View-Cust Copy

Cell:

Mileage: 53,627

Service advisor: 8829

Tag number:

Payment type: CASH

Promised time: 05:00 PM

Promised date: 03/30/2022

Waiter: No

Estimate: 0.00

Customer Comments: No

11-61-8-583-456	1 O-RING:889520	11.07
13-53-7-823-408	1 OVERFLOW OIL	102.60
	LINE:135040	
13-53-8-594-893	1 FUEL FEED LINE:135040	205.23
83-19-0-440-158	1 DIESEL EXHAUST FLUID	30.47
	ADBLUE:832516	
0058677	WB4 ADM TIME	0.10 12.19
Tech(s): 4415		
1353718	WB4 REPLACING ALL	1.10 134.09
	INJECTORS	
Tech(s): 4415		
1353670	WB4 REPLACING FUEL LINES	0.40 48.76
Tech(s): 4415		
1332551	WB4 REPLACING FUEL FILTER	0.40 48.76
Tech(s): 4415		
1353532	WB4 REPLACING FUEL LINE	0.10 12.19
Tech(s): 4415		
1611535	WB4 REPLACING FUEL TANK	3.40 414.46
Tech(s): 4415		
1619620	WB4 R/ OR REPLACING	1.10 134.09
	DELIVERY UNIT	
Tech(s): 4415		
1353558	WB4 REMOVE AND INSTALL OR	0.50 60.95
	REPLACE HIGH PRESSURE	
	RAIL	
Tech(s): 4415		
1353680	WB4 REPLACING PRESSURE	1.60 195.04
	LINE	
Tech(s): 4415		

Pts: 8,796.40 Lbr: 1,438.42 Other: 0.00 Total Line G: 10,234.82

Story: 53627: CONNECTED BATTERY CHARGER AND TO ISTA FOUND FAULTS

248500, 247600, 248600, 249300, 250100. FOUND METAL IN HIGH

PRESSURE PUMP WITH DIAG CODE D1350-D0000000-68-010. TSARA

CASE ID 1567288. PER TSARA CASE REQUIRES COMPLETE FUEL

SYSTEM REPLACEMENT special defect code 00.13 39 03 00 Flat

rate 00 71 642. REPLACED ALL FUEL RELATED PARTS DUE TO

CONSEQUENTIAL DAMAGE INCLUDING GAS TANK, FUEL LINES TO AND

FROM THE TANK, FUEL INJECTORS, HIGH PRESSURE FUEL PUMP, FUEL

FILTER, FILLED WITH NEW FUEL, BLED FUEL SYSTEM PER REPAIR

INSTRUCTIONS. STARTED VEHICLE AND TEST DROVE.

Customer Pay

Repair Order Detail - Internal Copy

Labor	500.00
Parts	0.00
Lube	0.00
Sublet	0.01
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	500.01
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	500.01

Warranty Vehicle Inquiry

Thu Mar 31, 2022 10:38:19 EDT

VIN: WBA8F1C39H

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DAVIS IS A GUIDE ONLY AND DOES NOT INCLUDE EXACT NUMBERS AS CONFLICTS IN DAYS TO CLOSE A REPAIR ORDER MAY EXIST.

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Vehicle Data	
VIN: WBA8F1C39H	Davis #: 14
Chassis Number: WBA8F1C39H	Assist Safety Plan Expires: 00/00/0000
Line Make: 01 - BMW Car	Assist Conv. Plan Expires: 00/00/0000
Model Year: 2017	TCU ESN / TCU IMEI: 353812070612917 ACTIVE
AG Model Code/Desc: 8F23 - 328d xDrive Sedan	TCU MIN: XXX-XXX-XXXX
NA Model Code/Desc: 1735 - 328d xDrive Sedan	MDN / MSISDN: XXX-XXX-XXXX
Motor Type: N47T	Vehicle Production Date: 2017/05
Exterior Trim Code: A75 - Melbourne Red Metallic	Series: F30
Interior Color Code: LCOM - Oyster Dakota Leather	Wholesale Center ID/Loc: 15673-01
MSRP: \$52,295.00	Wholesale Date: 06/01/2017
	Retail Center ID/Loc: 15673-01
	Retail Date: 06/10/2017
	In-Service Date: 06/10/2017
	See - Vehicle Comments

Vehicle Comments		
Add Date	Comment Status	Vehicle Comment
04/08/2020	Active	PLEASE SEE SI B01 05 20 (DC 11 71 90 04 00). FOR THIS VEHICLE, THE EXHAUST GAS RECIRCULATION (EGR) COOLER LIMITED WARRANTY FOR DEFECTS IN MATERIALS OR WORKMANSHIP HAS BEEN EXTENDED TO 10 YEARS WITHOUT MILEAGE LIMIT AS DETERMINED FROM THE ORIGINAL IN-SERVICE DATE. THIS COVERAGE IS SUBJECT TO THE SAME VEHICLE ELIGIBILITY REQUIREMENTS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO THE BMW NEW VEHICLE LIMITED WARRANTY FOR PASSENGER CARS AND LIGHT TRUCKS.
12/01/2020	Active	PLEASE SEE SI B01 09 19 (DC 13 53 90 06 00). FOR THIS VEHICLE, THE FUEL INJECTOR(S) LIMITED WARRANTY FOR DEFECTS IN MATERIALS OR WORKMANSHIP HAS BEEN EXTENDED TO 10 YEAR/120,000 MILE AS DETERMINED FROM THE ORIGINAL IN-SERVICE DATE. THIS COVERAGE IS SUBJECT TO THE SAME VEHICLE ELIGIBILITY REQUIREMENTS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO THE BMW NEW VEHICLE LIMITED WARRANTY FOR PASSENGER CARS AND LIGHT TRUCKS.

00/18/2021	Active	PLEASE SEE SI B01 14 17 (AUG 2021) (DC 13 51 90 03 00). FOR THIS VEHICLE, THE ENGINES HIGH PRESSURE FUEL PUMP LIMITED WARRANTY FOR DEFECTS IN MATERIALS OR WORKMANSHIP HAS BEEN EXTENDED TO 10 YEARS/120,000 MILES, AS DETERMINED FROM THE ORIGINAL IN-SERVICE DATE. THIS COVERAGE IS SUBJECT TO THE SAME VEHICLE ELIGIBILITY REQUIREMENTS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO THE BMW NEW VEHICLE LIMITED WARRANTY FOR PASSENGER CARS AND LIGHT TRUCKS.
09/28/2021	Active	PLEASE SEE SI B01 14 17 (DC 13 51 90 03 00). FOR THIS VEHICLE, THE ENGINES HIGH PRESSURE FUEL PUMP LIMITED WARRANTY FOR DEFECTS IN MATERIALS OR WORKMANSHIP HAS BEEN EXTENDED TO 10 YEAR/120,000 MILE AS DETERMINED FROM THE ORIGINAL IN-SERVICE DATE. THIS COVERAGE IS SUBJECT TO THE SAME VEHICLE ELIGIBILITY REQUIREMENTS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO THE BMW NEW VEHICLE LIMITED WARRANTY FOR PASSENGER CARS AND LIGHT TRUCKS.

Campaign Details as of: March 31, 2022 at 10:37:35 AM EDT

Open Campaign Information

Stop Sale	Stop Code	Defect Code	Defect Description	Bulletin Number	Recall Number	Remedy Status	Campaign Status	Reserved By / Reserved Date
		0011280500	B110921 Recall: Exhaust Gas Recirculation (EGR) Cooler - N47T High Temperature	B11 09 21	21V-907		00-Open	
		0013390300	B130121 Recall: High Pressure Fuel Pump	B13 01 21	21V-656		00-Open	

Option Information

Code	Description	Code	Description
07AC	Sport Line	02CW	Cold Weather Package
0ZDA	Driving Assistance Package	0ZPP	Premium Package
D1CA	CO2 relevant vehicles	02TB	8-Spd Sport Auto Transmission
0ZVB	Tire pressure monitor	0302	Alarm System
0319	Universal garage-door opener	03DZ	Without Lines designation
03LB	Matte Chrome Exterior Trim	0423	Floor mats
0430	Auto-dimming driver mirror	0431	Auto-dimming rearview mirror
0459	Power Front Seats	0465	40/20/40 Split Rear Seat
0493	Storage package	04FT	Aluminum trim w/ Black accent
0521	Rain sensor and auto headlight	0534	Dual Zone Auto Climate Control
0563	Lights Package	0575	Additional 12-V power sockets

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VIN: WBABF1C39H [REDACTED] CONFIDENTIAL

05A1	LED Fog Lights	05A2	LED Headlights
05DL	Side and Top View Cameras	0609	Navigation system
0676	Hi-fi sound system	0697	DVD Area coding, North America
06AC	BMW Assist eCall	06AE	BMW TeleServices
06AK	ConnectedDrive Services	06AM	Advanced RTTI
06AP	Remote Services	06NH	Hands-free Bluetooth and USB
06WA	Instrument cluster	0775	Anthracite headliner
08KL	Oil Chg 10,000 ml/12 months	08TN	Daytime driving lights
0925	Shipping package	09AA	Transport protection
0ZAC	Connected App Compatibility	0ZTM	Tier 2

Customer Information

Name (First/Last): [REDACTED]

Address: [REDACTED]

SISSONVILLE WV [REDACTED] UNITED STATES

Warranty/Maintenance Programs/Contract Services (Administered by BMW NA)

Type	Warranty Program Code/Desc	Contract Number/Status	Eff Date	Enroll Date	No. Coverage As Of	Exp Age (Yr)	Exp. Odometer (Miles)	Current Age (Mn)	Retail Center	Center Name	Vendor Code/Deductible	Contract Holder (First/Last)
	New Vehicle Limited Warranty	0000000 EXPIRED	06/10/2017		06/10/2021	48	50,000	58				
MP	0000000300 - SCHED - 36 MO/35K MLS	0000000000 Expired	06/10/2017	06/10/2017	06/10/2020	36	36,000	58			MP 0.00	
CPO	0000001020 - CPO 60 MO/UNL	0000000000 HYPERACT	06/10/2017	06/09/2020	06/10/2022	60	999999	58		Moses BMW	U5 .00	Starlena Slater
FE	Federal Emissions 8/80 FE 96 MO/80K MLS	00000000 ACTIVE	06/10/2017	06/10/2017	06/10/2025	96	80000	58		Moses BMW	00	
CA	California Emissions	Vehicle may qualify for California Emissions Coverage. Please verify if the vehicle was sold or is registered in a California Emissions Covered State (AZ,CA,CT,DE,MA,MD,ME,NJ,NM,NY,OR,PA,RI,VT,WA). Please confirm model year, selling state and current registration of the vehicle and click here to determine coverage.										

ELIGIBLE Contract/Service Program Information (Optional programs only. CPO eligibility not provided)

Type	Program Code/Desc	Wholesale Price	SRP	Deductible	Vendor Code Used
------	-------------------	-----------------	-----	------------	------------------

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MP	000000402 - UC+ 2 - 60 MO/75K MLS	N/A		MP
MP	000000403 - UC+ 3 - 72 MO/100K MLS	N/A		MP
MP	000000404 - UC+ 4 - 84 MO/125K MLS	N/A		MP
MP	000000452 - SCHED - 60 MO/75K MLS	N/A		MP
ESC	0000009655 - ESC WRAP 72M / UNL MLS	N/A		5K
ESC	0000008858 - ESC WRAP 84M / UNL MLS	N/A		5U
Disclaimer: The Eligible Contract indicators do not necessarily mean that the vehicle/vehicle owner is currently eligible for the indicated contracts. The Eligible Contract indicators are only suggestions to the dealer, based on the latest data to which BMW has access about the vehicle. For actual enrollment of the vehicle in any of the optional programs, please use the Vehicle Contract System				

Repair History (Claims)										
Center ID	Location ID	Claim Number	Claim Date	Repair Order #	Repair Order Date	Repair Entry Date	Davis #	Mileage	Defect Code	Description
15673	01	[REDACTED]	06/11/2020	[REDACTED]	06/09/2020	06/11/2020	0	27,923	11720376SH 34000077SH 85990091SH 85990501SH	ENGINE AIR FILTER (INTAKE SILENCER) BRAKE FLUID - REPLACEMENT ENGINE OIL SERVICE (ALL REQUIRED ENGINE OIL SERVICES AFTER THE FIRST ONE) STANDARD SCOPE
15673	01	[REDACTED]	05/28/2019	[REDACTED]	05/21/2019	05/28/2019	10	18,840	1830001500 84310237SH 86101512SH 85990091SH 85990501SH	Diesel particle filter (DPF) permanent malfunction CABIN MICROFILTER(S) - FRESH AIR AND RECIRCULATION CENTRAL LOCKING REMOTE CONTROL KEY BATTERY PERMANENT FAILURE ENGINE OIL SERVICE (ALL REQUIRED ENGINE OIL SERVICES AFTER THE FIRST ONE) STANDARD SCOPE
15673	01	[REDACTED]	11/08/2018	[REDACTED]	11/08/2018	11/08/2018	4	13,954	1042037100	Throttle response under all operating conditions retarded / churning
15673	01	[REDACTED]	05/30/2018	[REDACTED]	05/29/2018	05/30/2018	0	10,254	85980089SH 85980501SH	ENGINE OIL SERVICE (THE FIRST REQUIRED ENGINE OIL SERVICE ONLY) STANDARD SCOPE
15673	01	[REDACTED]	05/06/2017	[REDACTED]	08/05/2017	08/06/2017	0	3	11999977BV	QCI SPOT DELIVERY

End of Print

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*EXCEPT FOR SPECIFIC INFORMATION THAT MAY BE REQUIRED BY LAW

DO NOT USE DAVIS AS THE SOLE INDICATOR FOR CALCULATING VEHICLES' DAYS OUT OF SERVICE.
DAVIS IS A GUIDE ONLY AND DOES NOT INCLUDE EXACT NUMBERS AS COMPLETION IN DAYS TO CLOSE A REPAIR ORDER MAY VARY.
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Dennis P. Cunningham

From: Consumer
Sent: Thursday, April 21, 2022 2:54 PM
To: Dennis P. Cunningham
Subject: FW: Consumer Complaint Response [REDACTED]

From: Persinger, Suzanne <SuzannePersinger@mosescars.com>
Sent: Thursday, April 21, 2022 2:54 PM
To: Consumer <Consumer@wvago.gov>
Subject: Consumer Complaint Response: [REDACTED]

Mr. Cunningham,

We received the complaint [REDACTED] filed against Moses BMW regarding a 2017 BMW that she is seeking to have repurchased by BMW under the lemon law. That negotiation would have to take place between [REDACTED] and BMW. It is their decision whether to repurchase a vehicle.

Thank you,

Suzanne

Suzanne Moses Persinger, Esq.

Partner
304.722.1643 - office
304.545.3305 - mobile
304-727-7777



1433 MacCorkle Ave
St. Albans, WV 25177
www.mosescars.com

Dennis P. Cunningham

From: Consumer
Sent: Wednesday, April 20, 2022 12:44 PM
To: Dennis P. Cunningham
Subject: FW: [REDACTED] - WBA8F1C39H [REDACTED]

From: Dewey.Gatts@bmwna.com <Dewey.Gatts@bmwna.com>
Sent: Wednesday, April 20, 2022 12:04 PM
To: Consumer <Consumer@wvago.gov>
[REDACTED] - WBA8F1C39H [REDACTED]

[REDACTED] - WBA8F1C39H [REDACTED]

Hi Dennis,

We received your letter on April 18, 2022 and have reviewed the customer's request.

BMW of North America, LLC has concluded the review of the vehicle's service history. Accordingly, no repurchase or compensation will be offered to the consumer.

The current open recall for the ERG does have a temporary repair available if the consumer is experiencing issues until the remedy is available to close out the recall.

Although we are closing our file on this matter, our authorized BMW centers are always available to address our customers' concerns.

Thank you.

Kind regards,
Dewey

BMW Group
Dewey Gatts Jr.
Executive Customer Care
Customer Relations and Services

BMW of North America, LLC
P.O. Box 1227 - Westwood, NJ 07675-1227

Tel: 1-800-831-1117 ext. 2174
Fax: 201-930-8484
Mail: Dewey.Gatts@bmwna.com
Web: bmwusa.com

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State of West Virginia
Office of the Attorney General
Consumer Protection and Antitrust Division
PO Box 1789
Charleston, WV 25326-1789

National Highway Traffic Safety Administration
1200 New Jersey Avenue S.E.
West Building
Washington, DC 20590