

[REDACTED]
[REDACTED]
Sunrise, FL, [REDACTED]
[REDACTED]

Office of Defects Investigation (ODI)
National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
West Building, 3rd Floor
Washington, DC 20590

Subject: Safety Complaint: Repeated Sudden Unintended Acceleration in 2024 Toyota Corolla LE (VIN: [REDACTED]) Resulting in Collision and Manufacturer Unresponsiveness/Obstruction

Dear National Highway Traffic Safety Administration (NHTSA) Office of Defects Investigation,

I am writing to report a serious safety defect concerning my 2024 Toyota Corolla LE (VIN: [REDACTED]). This vehicle has experienced two distinct and dangerous incidents of sudden unintended acceleration, with the second incident directly resulting in a collision. The vehicle is currently undrivable.

Vehicle Information:

- **Make:** Toyota
- **Model:** Corolla LE
- **Model Year:** 2024
- **VIN:** [REDACTED]
- **Date of Purchase (by current owner):** April 7, 2025
- **Current Mileage:** 18150

Detailed Account of Incidents:

1. **Incident 1:** On April 17, 2025, approximately 10 days after purchasing the vehicle, while stopped at a red light, I gently lifted my foot from the brake and applied the accelerator to proceed. Unexpectedly, the vehicle's collision security system engaged, and despite my foot being firmly on the brakes, the car abruptly zoomed forward. Fortunately, no collision occurred as I was the second car in line and the vehicle ahead had departed.
2. **Incident 2 (Resulting in Collision):** On [REDACTED], the exact same dangerous sequence of events occurred. While stopped at a red light as the fourth or fifth car in line, upon gently lifting my foot from the brake and applying the accelerator, the collision

RL

security system engaged. Again, despite my foot being firmly on the brakes, the vehicle suddenly zoomed forward. Due to the close proximity of the car ahead (approximately 2 meters), this incident resulted in a collision.

Manufacturer Response and Obstruction:

My vehicle underwent a diagnostic inspection on May 29, 2025, as part of Toyota Case # [REDACTED]. I have repeatedly requested the **raw diagnostic data** from this inspection, which is critical to understanding this severe safety defect. However, Toyota has failed to provide this crucial information and has been highly unresponsive:

- My assigned case manager, Ms. Cynthia Ware, has not responded to multiple emails regarding this matter.
- A Toyota representative directed me to reply to an email, with assurances that my communication would be added to the case thread. Instead, I received an automated "do-not-reply" response, which then redirected me to a webpage.
- Upon accessing that webpage and entering my registered email, the system incorrectly stated that there were no open or pending cases associated with my account.

This systemic communication failure and the refusal to provide essential diagnostic data are alarming and hinder the proper investigation of this serious safety defect.

Prior Vehicle History (Clarification):

I am the second owner of this 2024 vehicle. It has a history of a prior minor brush off and a minor hit from the back, which resulted in minimal cosmetic damage. It is imperative to note that these minor incidents are entirely unrelated to the current critical powertrain/control system failures causing sudden unintended acceleration. The pattern of malfunction described above points to a fundamental safety defect, not damage from previous minor incidents.

I urge NHTSA to investigate this serious safety defect immediately. The vehicle is currently undrivable due to this recurring and dangerous malfunction. I am available to provide any further information or documentation required for your investigation.

Thank you for your immediate attention to this critical safety matter.

Sincerely,

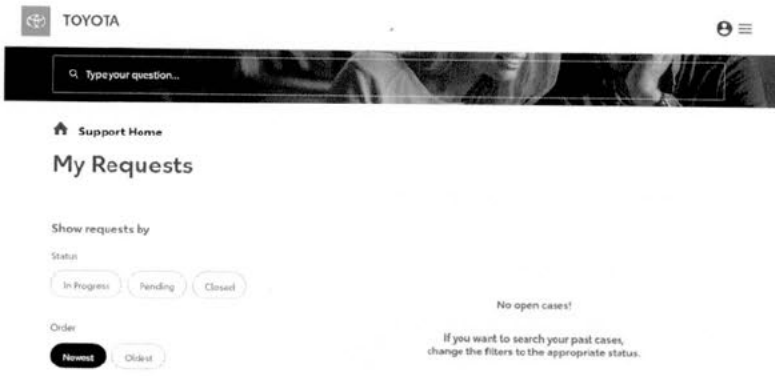
[REDACTED]

June 10, 2025

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Mail body: Fwd: Escalation Request: Unaddressed Safety Concern and Data Access for Case [REDACTED]

From: [REDACTED]
Date: Fri, Jun 6, 2025, 5:37 PM
Subject: Escalation Request: Unaddressed Safety Concern and Data Access for Case [REDACTED]
To: <dean_ciccarelli@toyotaofplano.com>



Dear Mr. Ciccarelli,

I hope this message finds you well.

I am writing to kindly request access to the raw diagnostic data extracted during the May 29, 2025 inspection of my 2024 Toyota Corolla LE (VIN [REDACTED] # [REDACTED]) which was conducted as part of Case [REDACTED]

I fully understand that the official diagnostic findings report typically takes 30 to 45 days to be finalized and released by the Claims Department. However, given the urgent nature of this case—where the vehicle remains undrivable following a sudden unintended acceleration incident—I am hoping an exception can be made to share the preliminary data collected during the inspection.

Having access to this raw diagnostic information would allow me to better understand the current condition of the vehicle, explore appropriate warranty options, and determine whether additional steps are needed for safety and resolution. As the case remains open and the delay continues to present both financial and logistical challenges, receiving this information would be immensely helpful.

Several emails regarding this matter have been sent to Ms. Cynthia Ware, my case manager, but I have not yet received a response. Additionally, the last representative I spoke with directed me to reply to an email she sent, assuring me that all my communication would be added to the case email thread (see below). I followed her instructions, but I then received an automated response indicating that the email was a “do-not-reply” account, redirecting me to a webpage (screenshot attached). After following that process and entering my registered email, the system stated that there were no open or pending cases associated with my account (screenshot attached).

Frankly, this lack of clear and consistent communication has been deeply frustrating. It is disturbing to encounter such unprofessional back and forth, especially given the seriousness of the issue and the safety concerns involved.

Given these challenges, I am reaching out to you as General Manager to respectfully request your assistance in obtaining the raw diagnostic data and ensuring this matter receives the attention it warrants.

Thank you for your time, and I kindly request confirmation of receipt and guidance on the next steps.

Sincerely,

----- Forwarded message -----

From [REDACTED]
Date: Fri, Jun 6, 2025 at 5:00 PM
Subject: Re: Toyota Brand Engagement Center Reference [REDACTED]
To: Toyota Brand Engagement Center <becdonotreply@toyota.com>

Dear Toyota Team,

I am writing to respectfully request that the diagnostic findings report from the May 29, 2025, inspection of my 2024 Toyota Corolla LE (VIN [REDACTED]) **be expedited**. This inspection was conducted in connection with **Case [REDACTED]** following a sudden unintended acceleration incident that resulted in a collision.

My vehicle has remained undrivable since [REDACTED] and the standard 30–45 day timeframe for receiving the diagnostic findings from the May 29 inspection imposes a considerable logistical and financial hardship. An expedited summary or preliminary conclusion would be extremely helpful in guiding my next steps and working toward a timely and effective resolution.

Additionally, I have sent several emails directly to **Ms. Cynthia Ware** (my case manager) regarding this issue but have yet to receive any response. As part of my follow-up, I am also requesting a copy of the **raw diagnostic data** submitted by the field inspector following the May 29 inspection. Access to this report is critical for coordinating with the dealership and evaluating warranty or resolution options in a timely and informed manner.

To summarize, I respectfully request:

1. That the generation of the May 29 diagnostic findings report be expedited or a summary be provided as soon as possible.
2. That I receive a copy of the raw inspection data submitted by the Toyota field inspector.
3. That I be informed of any applicable warranty coverage based on the preliminary results of the inspection.

Thank you for your time and attention. I would greatly appreciate confirmation of receipt and an update on the next steps to move this matter forward.

Sincerely,

On Fri, Jun 6, 2025 at 4:32 PM Toyota Brand Engagement Center <becdonotreply@toyota.com> wrote:

You have a new comment

A Brand Engagement Center Advocate has added a comment to your inquiry.

To view this new comment, please click the View the New Comment button below, sign in using your Toyota Owners credentials. If you do not have an account, please sign up using your email

Reference Number



[View the New Comment](#)

Thank you for contacting the **Toyota Brand Engagement Center!**

Note: This email was sent from a notification-only e-mail address that cannot accept incoming e-mail. Please do not reply to this message.



Automatic reply: [EXTERNAL] Re: Toyota Brand Engagement Center Reference #



BECdonotreply <BECdonotreply@toyota.com>

Fri, Jun 6, 2025 at 5:00 PM



Hello. Your email was sent to a no-reply email address and will not be received by our team.

If you need assistance related to Toyota, visit our Toyota support site and browse FAQs, or submit an online request for support.

If you need assistance related to Lexus, visit our Lexus support site and browse FAQs, or submit an online request for support.

LAW 553-FL-ARB-eps 1/24

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address [REDACTED] SUNRISE, FL Buyer's Birth Month Cell: Email:	Co-Buyer Name and Address Co-Buyer's Birth Month: Cell: Email:	Seller-Creditor (Name and Address) Florida Fine Cars 21151 NW 2ND AVE, MIAMI GARDENS, FL, 33169
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller-Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 15.29 % per year. The Truth-In-Lending Disclosures below are part of this contract.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

New/Used/ Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
Used	2024	TOYOTA COROLLA		[REDACTED]	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> _____

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 15.29 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 14,048.48	Amount Financed The amount of credit provided to you or on your behalf. \$ 25,830.16	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 39,878.64	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 2,000.00 is \$ 41,878.64

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

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	553.87	Monthly beginning 05/22/2025

Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

Prepayment. If you pay early, you may have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

Florida documentary stamp tax required by law in the amount of \$ 90.65 has been paid or will be paid directly to the Department of Revenue.
 Certificate of Registration No. _____

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

Buyer Signs _____
 [REDACTED] Co-Buyer Signs X _____

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

<input type="checkbox"/> Credit Life:	<input type="checkbox"/> Buyer	<input type="checkbox"/> Co-Buyer	<input type="checkbox"/> Both	<input type="checkbox"/> Credit Disability:	<input type="checkbox"/> Buyer	<input type="checkbox"/> Co-Buyer	<input type="checkbox"/> Both
Term _____				Term _____			
Premium: Credit Life \$ _____				Credit Disability \$ _____			
Insurance Company Name _____				Home Office Address _____			

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 5A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

<input checked="" type="checkbox"/> Buyer	_____	04/07/2025	_____	Date	<input checked="" type="checkbox"/> Co-Buyer	_____	04/07/2025	_____	Date
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2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

<input checked="" type="checkbox"/> Buyer	_____	04/07/2025	_____	Date	<input checked="" type="checkbox"/> Co-Buyer	_____	04/07/2025	_____	Date
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3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

<input checked="" type="checkbox"/> Buyer	_____	04/07/2025	_____	Date	<input checked="" type="checkbox"/> Co-Buyer	_____	04/07/2025	_____	Date
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Other Optional Insurance

<input type="checkbox"/>	N/A	_____	N/A	_____	Premium \$	0.00	_____
	Type of Insurance		Term				
Insurance Company Name & Address _____							

<input type="checkbox"/>	N/A	_____	N/A	_____	Premium \$	0.00	_____
	Type of Insurance		Term				
Insurance Company Name & Address _____							

<input type="checkbox"/>	N/A	_____	N/A	_____	Premium \$	0.00	_____
	Type of Insurance		Term				
Insurance Company Name & Address _____							

<input type="checkbox"/>	N/A	_____	N/A	_____	Premium \$	0.00	_____
	Type of Insurance		Term				
Insurance Company Name & Address _____							

<input type="checkbox"/>	N/A	_____	N/A	_____	Premium \$	0.00	_____
	Type of Insurance		Term				
Insurance Company Name & Address _____							

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

<input checked="" type="checkbox"/> Buyer Signature	_____	04/07/2025	_____	Date	<input checked="" type="checkbox"/> Co-Buyer Signature	_____	04/07/2025	_____	Date
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LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ and is also shown in item 5B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs _____ Co-Buyer Signs _____ Date: 04/07/2025

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding \$75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a \$15 extension fee. You must maintain the physical damage insurance required by this contract (see 2.d.) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.

If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the \$15 extension fee if we charge you this fee.

2. YOUR OTHER PROMISES TO US

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

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical

damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

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

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. This includes any attorneys' fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

Trade-In Vehicle	Trade-In Vehicle
Year <u>2008</u> Make <u>NISSAN</u>	Year _____ Make _____
Model <u>PATHFINDER</u>	Model _____
VIN <u>[REDACTED]</u>	VIN _____
Gross Trade-In Allowance \$ <u>1,500.00</u>	Gross Trade-In Allowance \$ <u>0.00</u>
Payoff Made by Seller \$ <u>0.00</u> (e)	Payoff Made by Seller \$ <u>0.00</u> (e)
Lienholder <u>N/A</u>	Lienholder <u>N/A</u>

You assign to Seller all of your rights, title and interest in such trade-in vehicle(s). Except as expressly stated to Seller in writing, you represent that your trade-in vehicle(s) has not been involved in an accident, has not had any major body damage or required any major engine repair, and was not previously used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

Buyer Initials LM Co-Buyer Initials _____

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the trade-in payoff amount shown above and in Item 2 of the Itemization of Amount Financed as the Pay Off Made by Seller. You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown above and in Item 2 to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown above and in Item 2 you must pay the difference in cash on demand. If the actual payoff amount is less than the amount shown above and in Item 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor. **NOTICE** below, any assignee of this contract will not be obligated to pay the Pay Off Made by Seller shown above and in Item 2 or any refund.

Buyer Signature _____ Co-Buyer Signature X

SELLER'S RIGHT TO CANCEL If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section below, which gives the Seller the right to cancel if Seller is unable to assign this contract within 30 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of \$ 50.00 per day from the date the vehicle is returned or repossessed.

Buyer Signature _____ Co-Buyer Signs X

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 1 of this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated above to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract. Seller's right to cancel this contract ends upon assignment of this contract.
- b. If Seller elects to cancel per Paragraph a above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with holding, preparing, reconditioning and selling the Trade-in and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on your behalf.
- d. If you do not return the vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision above for each day you do not return the vehicle after receipt of the notice of cancellation.
- e. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the vehicle and any daily charges you incur if you fail to return the vehicle within 48 hours after receipt of the notice of cancellation. If Seller cancels this contract, the terms of this Seller's Right to Cancel provision (including those above) remain in effect even after you no longer have possession of the vehicle.

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

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Sign _____ Co-Buyer Signs X

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs Co-Buyer Signs
If any part of this contract is not valid, all other parts stay valid. We may delete or modify your rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making other payments.
See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You have signed a completely filled-in copy when you signed it.

Buyer Signs _____ Date 04/07/2025 Co-Buyer Signs _____ Date 04/07/2025

If the "business" is a vehicle, print the name of the vehicle and the title of the vehicle. Print Name _____ Title _____
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here _____ Address _____
Seller Signs Florida Fine Cars Date 04/07/2025 By _____ Title Florida Fine Cars

Seller assigns its interest in this contract to WELLS FARGO AUTO (Assignee) _____ Agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller Florida Fine Cars By _____ Title Florida Fine Cars

PRESS FIRMLY TO SEAL



RDC 03

20590

\$19.05

OPENED

53233W501088-12



UNITED STATES POSTAL SERVICE®

PRIORITY MAIL

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

CERTIFIED MAIL®

domestic use. up to \$50 of insurance (restrictions apply).*
and many international destinations.

When used internationally, a customs declaration form is required.

Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

COMPLETE THIS SECTION

Complete items 1, 2, and 3. Print your name and address on the reverse that we can return the card to you. Attach this card to the back of the mailpiece, on the front if space permits.

National Highway Traffic Safety Administration (NHTSA)
Office of Defects Investigation (ODI)
National Highway Traffic Safety Administration
200 New Jersey Avenue, SE
West Building, 3rd Floor
Washington, DC 20590

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

B. Received by (Printed Name)

C. Date of Delivery

delivery address different from item 1? Yes No
YES, enter delivery address below:

National Highway Traffic Safety Administration
Office of Defects Investigation (ODI)
1200 New Jersey Avenue
West Building, 3rd Floor
Washington, DC 205

TO:

W48-226

To: W48-226

Building: DOT

Mailstop: 4 West

Rtg Symbol: NVS-200,210,300,010

External Carrier: Registered

Sender:

DOT

6/18/2025 11:55:40 AM



- Service Type
- Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail (over \$500)
 - Insured Mail Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

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