# State Farm Insurance Companies



State Farm Insurance Subrogation Services PO Box 2371 Bloomington, IL 61702-2371

OCT 2 0 2003

October 11, 2006

Certified Mail-Return Receipt Requested

Hyundai Motor Finance P O Box 20809 Fountain Valley, CA 92728

RE: Claim Number: 14-2021-617 Date of Loss: July 8, 2006 Our Insured: Vehicle: Hyundai, Tucson KM8JM12B95Y VIN: Mileage: Your File Number: Insured's Deductible: \$250.00

Dear Sir/madam:

This notice is to advise of a loss that occurred to our insured's vehicle. The damage was caused by a faulty brake switch.

Our investigation indicates that Hyundai Motor Finance is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to Hyundai Motor Finance for reimbursement of \$2,261.28.

Any settlement with State Farm's policyholder with respect to this loss must not prejudice our rights, as subrogor, and shall not be released by execution of a general release with such policyholder.

To assist you in your review, here is a breakdown of the amounts State Farm paid by Cause of Loss:

041/045 - Uninsured Motorist BI \$ 042 - Uninsured Motorist PD \$ \$1,786.35 300 series/400 - Comp/Collision \$224.93 501 - Rental \$ 600/050 - Med Pay/PIP \$ \$ Other Salvage Recovery

Page 2 October 11, 2006

Amount State Farm Paid	\$2,011.28
Insured Deductible	\$250.00
Total Claim Amount	\$2,261.28
State Farm is seeking 100% of the	total claim
Amount Payable to State Farm	\$2,261.28

In order to assist you in evaluating and processing the claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for nay purpose other than to evaluate and process the subrogation claim.

Sincerely,

SheryI A. Taylor Claim Processor (877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company

Enclosure



×,

route to: Josh Oltman

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

## AUTO PAYMENTS BY COL

claim number 14-2021-617 named insured					Ċ	blicy number late of loss -08-06
		COL 403	3	<u>en anderskapet (1996) en angeliker van Diskonskapet angeliker</u>		2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 -
C denotes consolidated payment P denotes previous data		E denotes EFT paymen	t			
COL: 403 indemnity:	1,786.35	dir rcov:	0.0	0 expense:		0.00
payment number payee . 118897037J	&	amount 1,786.35	status PAID	COL pay o 403 1	d rsn	reporting party Named Insu
		COL 501	L	and the second device descent wards of the second	The second second	
C denotes consolidated payment P denotes previous data		E denotes EFT paymen	t			
col.: 501 indemnity:	224.93	dir rcov:	0.0	0 expense:		0.00
payment number payee 118530912J ACE RENT-	-A-CAR	amount 224.93	status PAID	COL pay o 501 1	d rsn	reporting party Named Insu



RBZ00032 date: 10-11-06 time: 11:58 AM

route to: Oltman, Josh

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

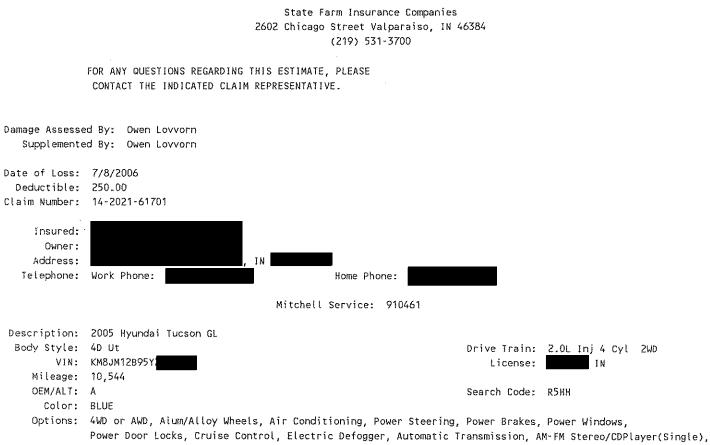
## VEHICLE DAMAGE REPORT

claim number 14-2021-617

date of loss 07-08-06

~×-	* * * * * * * * * * * * * * * * * * * *	c *
	Estimate Vehicle Info	*
*		×
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Vehicle Owner:	~ <b>X</b> ~
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	* * * * * * * * * * * * * * * * * * * *	e -Xe

#### Date: 7/18/2006 03:55 PM Estimate ID: 14-2021-61701 Estimate Version: 1 Supplement: 1(F) 7/18/2006 03:55:31 PM Profile ID: Tippecanoe County



Center Console, Passenger-Front Air Bag, Power Remote Mirror, Disc Brakes, 4-Door, Multi-Purpose Vehicle, Driver-Front Air Bag.

		ëntry Number		Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labo Unite	
	1	AUTO	BDY	OVERHAUL	FRT BUMPER COVER ASSY			2.9	 #
	2	000005	BDY	REMOVE/REPLACE	FRT BUMPER COVER	86511-2E010	368.98	INC	#
	3	AUTO	REF	REFINISH	FRT BUMPER COVER		С	2.6	
	4	000028	BDY	REMOVE/REPLACE	L FRT BUMPER FOG LAMP OPENING COVER	86557-2E000	23.03	INC	#
	5	000040	BDY	REMOVE/REPLACE	FRT BUMPER IMPACT BAR	86530-26000	179.03	INC	
	6	001987	BDY	REMOVE/INSTALL	GRILLE ASSY			0.3	#
	7	000071	BDY	REMOVE/REPLACE	L FRONT COMBINATION LAMP ASSEMBLY	92101-2E050	221.77	INC	#
	8	AUTO	BDY	CHECK/ADJUST	HEADLAMPS			0.4	
	9	002637	BDY	REMOVE/INSTALL	R FRT SIDE MARKER LAMP			INC	#
	10	002638	BDY	REMOVE/INSTALL	L FRT SIDE MARKER LAMP			INC	#
\$1	11	001994	REF	REFINISH	HOOD OUTSIDE		C	2.2	*
	12				PARTIAL COLOR, FULL CLEAR				
	13	000104	BDY	REPAIR	HOOD PANEL	Existing		0.5	*
	EST	TIMATE P	RECALL	NUMBER: 7/18/2006 1	5:49:52 14-2021-61701 UltraMate is a Trademark of Mitchell	International			
		chell [ raMate			V Copyright (C) 1994 - 2005 Mitchell		Page 1	of 4	¥

#### Date: 7/18/2006 03:55 PM Estimate ID: 14-2021-61701 Estimate Version: 1 Supplement: 1(F) 7/18/2006 03:55:31 PM

Profile	ID:	Tippecanoe	County
1101100	****		00000

S1 14	002002 REF	REFINISH	R FENDER OUTSIDE			С	1.5 *
15			PARTIAL COLOR, FULL CLEAR				
s1 16	002003 REF	REFINISH	L FENDER OUTSIDE			С	1.6 *
17			PARTIAL COLOR, FULL CLEAR				
18	002008 BDY	REMOVE/INSTALL	R FENDER MUDGUARD				0.2
19	002009 BDY	REMOVE/INSTALL	L FENDER MUDGUARD				0.2
20	900500 REF*	REPAIR	HAZARDOUS WASTE DISPOSAL		New	3.00*	0.0 *
21	900500 REF*	REFINISH/REPAIR	RESTORE CORROSION PROTECTION		New	0.00*	0.2 *
22	900500 REF*	REFINISH/REPAIR	FLEX ADDITIVE		New	4.00*	0.0 *
23	900500 BDY*	REPAIR	STRIPE REMOVAL		Existing		0.2 *
24	900500 BDY*	REMOVE/REPLACE	TAPE STRIPES		New	10.00*	0.2 *
25	000277 BDY	REPAIR	R FENDER PANEL		Existing		0.4 *#
26	000278 BDY	REPAIR	L FENDER PANEL		Existing		1.5 *#
27	000305 BDY	REPAIR	FRONT BODY RADIATOR SUPPORT	~ S	Existing		1.0 *#
S1 28	933002 REF	ADD'L OPR	CLEAR COAT				2.2 *
29			ADD BACK IN FOR FULL CLEAR				
30	AUTO	ADD'L COST	PÁINT/MATERIALS			257.50*	

\* - Judgement Item

# - Labor Note Applies

C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 7		14-2021-61701 UltraMate is a Trademark of Mitchell International			
Mitchell Data Version: UltraMate Version:	MAY_06_V 5.0.214	Copyright (C) 1994 - 2005 Mitchell International All Rights Reserved	Page	2 of	4

#### Date: 7/18/2006 03:55 PM Estimate ID: 14-2021-61701 Estimate Version: 1 Supplement: 1(F) 7/18/2006 03:55:31 PM Profile ID: Tippecanoe County

I. Labor Subtotals Body Refinish	Units 7.8 10.3	Rate 50.00 50.00	Add'l Labor Amount 0.00 0.00	Sublet Amount 0.00 0.00	Totals 	II. Part Replacement Summary Taxable Parts Sales Tax ລີ 6.000%	Amount 809.81 48.59
	Non-Tax	able Labo	r		905.00	Total Replacement Parts Amount	858.40
Labor Summary	1	8.1			905.00		
III. Additional Cost	s				Amount	IV. Adjustments	Amount
Taxable Costs			4 000%		257.50	Insurance Deductible	250.00-
Total Additic	Sales Tai onal Cost		6.000%		15.45 272.95	Customer Responsibility	250.00-

I. Tota	l Labor:	905.00
II. Tota	l Replacement Parts:	858.40
III. Tota	l Additional Costs:	272.95
	Gross Total:	2,036.35
IV. Tota	l Adjustments:	250.00-
	Net Total:	1,786.35
	Less Original Net Total:	1,809 30
	Net Supplement Amount:	22.95-
	S1: Owen Lovvorn	22.95-

Point(s) of Impact

## 12 FRONT CENTER (P)

Bedy Shop: JON'S BODY SHOP, INC. Address: 507 Morland Drive Lafayette, IN 47905 Telephone: (765) 447-6878 Fax phone: (765) 447-7978		
ESTIMATE RECALL NUMBER: 7/18/2006 15:49:52 Mitchell Data Version: MAY_06_V UltraMate Version: 5.0.214	14-2021-61701 UltraMate is a Trademark of Mitchell Interna Copyright (C) 1994 - 2005 Mitchell Interna All Rights Reserved	

Inspection Site: JON'S B/S Inspection Date: 7/18/2006

#### Date: 7/18/2006 03:55 PM Estimate ID: 14-2021-61701 Estimate Version: 1 Supplement: 1(F) 7/18/2006 03:55:31 PM Profile ID: Tippecanoe County

Any person who knowingly, and with the intent to injure, defraud, ordeceive any insurance company, files a statement of claim containingany false, incomplete, or misleading information, may be guilty of afelony and subject to criminal and civil penalties.

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This is an estimate. Repair facilities must inspect the vehicle to determine if any repairs not listed are required, and to contact State Farm before making such repairs. Repairer also is responsible for conducting any necessary inspection and safety checks prior to and after completing repairs.

ESTIMATE RECALL NUMBER: 7/18/2006 15:49:52 14-2021-61701 UltraMate is a Trademark of Mitchell International Mitchell Data Version: MAY\_06\_V Copyright (C) 1994 - 2005 Mitchell International UltraMate Version: 5.0.214 All Rights Reserved

Page 4 of 4

									B		I-To I	nv	oli	20
ACE Rent	Car. inc.										Date :09/09/20	106		
Lafayette											Invoice Date:	09/08/20	36	
	nore Parkw	ay North												
Lafayette,	IN 47905 ) 446-2234													
	) 446-2235													
					PA	ST	01	JE	)   23	7	Lafayette, IN			
	STATE F	ARM -CLAIMS	S CEI	NTRAL							Policy # :			
	ATTN:											4202161	7	
	PO BOX 2	2360									Date Of Loss :			
	Blooming	ton, IL 61702									RO Number : PO Number :			
	Company	Number : 1NS	STAD	15							Agreement Nu	imber :	LAF-13	
Miles Out:	9022	Miles In: 9			Miles I	Driven:	306				Full		Fu	11
Vehicle Num	iber	Vehicle Ty	pe				Vehicle	Plate		Dat	e Rented		ate Return	
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		nt Car, Inc. X 78063									Aareement Nu	imber :	LAF-	13336
	Indianaj	oolis, IN 462	78								Please Pay Th	nis Amou	unt :	\$224.93
						P	AST		J		*			

View?

EXCEL GROUP
FAX COVER SHEET     Date 8-01-06 Fax No. 888/835-6873 Phone No. 882/835-6718 Pages 2
Attn. <u>Team</u> <u>Company State Farm Claims</u> Please Respond: <u>Urgent</u> <u>ASAP</u> If Necessary
comments Claim # 14/2021617
Bob Rohrman Hyundai replaced the faulty brake switch under warranty
today. Adam Abel is the service advisor who told me
the faulty brake switch that caused the truck to not know if T ime addition the areas
if I was applying the gas or the brake thus causing the accident.

Phone 765.447.4593 • Fax 765.742.8206 156 Sagamore Pkwy West • West Lafayette, IN 47906 • Website www.excelgrp.com

PAGE 02/02

5U229861	482209 <b>*INVO</b> ICE*	<u>Bob Rohrman</u> Lincoln-Mercury-Subaru
LAFAYETTE, IN HOME BUS: COLOR MEAN	PAGE 1 SERVICE ADVISOR:	304 Sagamore Parkway North LAFAYETTE, IN 47904 (765) 448-1502 http://www.bobrohrman.com 2104 ADAM ABEL EICENSE MILLAGE IN/OUT 140
BLUE 05 HYUNDAI TUSCON	KMBJM12BX5U MISED	10546/10546
ROZOPENED OPTI	OLAUGO5 DNS: ENG:2.0L_VOHC_	0.00 CASH 01AUGOS WITH_CVVT
13:10 01AUG06 13:43 01AUG06 LINE OPCODE TECH TYPE HOURS A CUST STATES CAR WONT STOP AT TH CAUSE: FOUND FAULTY BRAKE SWITCH AS 93810R00 STOP LAMP SWITCH AS 8923 WH 0.30 1 93810 3K000 SWITCH ASM FC: 94 DARTH 93810 3K000 COUNT: 1 CLAIM TYPE: W	ND REPLACED W/NEW	LIST NET TOTAL (N/C) (N/C)
AUTH CODE: PARTS: 0.00 LABOR: 0.00	OTHER: 0.00	TOTAL LINE A: 0.00
	Frenchikk - Southeets fland fi	

"Thank You!	STATEMENT OF DISCLAIMER	DESCRIPTION TOTALS				
	The factory warranty constitutes all of the warranties with respect to the sale	LABOR AMOUNT	0.00			
for allowing us to service	of this itemitems. The Seller hereby	PARTS AMOUNT	0.00			
· · ·	expressly disciplins all warranties either express or implied, including any implied	GAS, OIL, LUBE	0.00			
your vehicle	warranty of marchantability or fitness	SUBLET AMOUNT	0.00			
general and a construction	for a particular purpose. Saller neither	MISC. CHARGES	0.00			
_	assumes nor authorizes any other person to essume for it any liability in	TOTAL CHARGES	0.00			
# LINCOLN	connection with the sele of this	LESS	0.00			
	item/items.	SALES TAX	0.00			
MERCURY @		PLEASE PAY THIS AMOUNT	0.00			

#### 07/19/2006 12:58 17657428205

EXCEL GROUP

PAGE 01/02

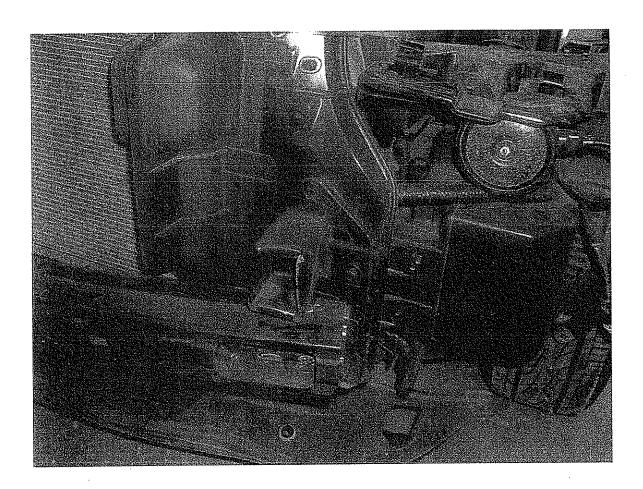
EXCEL GROUP FAXED
FAX COVER SHEET     Date   7-16-06   Fax No. 898/835-6873   Phone No. 899/835-6718   Pages Z     Attn.   Team 1   Company   State Farm Claims     Please Respond:   Urgent   ASAP   If Necessary
comments <u>Claim #142021617</u> <u>Please note line item A. Adam at</u> <u>the Hyundai service department</u> <u>said that the reason my car in</u>

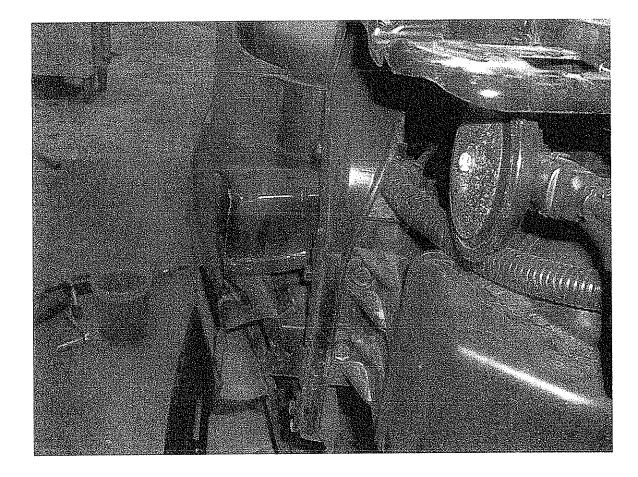
Phone 765.447.4593 • Fax 765.742.8206 156 Sagamore Pkwy West • West Lafayette, IN 47906 • Website www.excelgrp.com EXCEL GROUP

PAGE 02/02

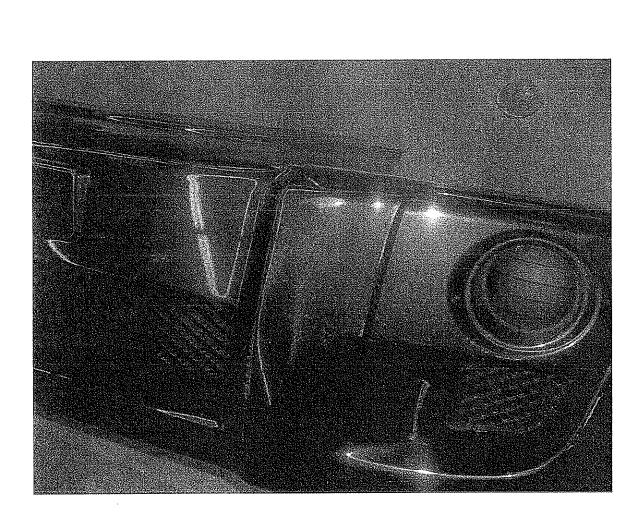
		Bob Re	hrman		
5U229861	481912	Mitsubishi-	Huundai		
	*INVOICE*	801 Sagamore Parkway South			
		LAFAYETTE, (765) 44			
LAFAYETTE, IN HOME: BUS:	PAGE 1	http://www.bob			
	SERVICE ADVISOR: 2	104 ADAM ABEL	AGE IN/ OUT		
COLOFILIE XEAH MAKE/MODEL					
BLUE 05 HYUNDAI TUSCON	KM8JM12BX5U		4/10444 T727		
		0.00 COUPS	13ЛП.06		
	13JUL06 IONS: ENG:2.0L_VOHC_WI	TH_CVVT	1220000		
08:07 13JUL06 08:44 13JUL06					
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B LUBE/OIL/FILTER CHANGE					
4547 CH 0.30 1 26300-35502 FILITER ASM		8.9	95 8.95 50 8.95		
1 21513-23000 GASKET-OIL		1.37 1.3	37 1.37		
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DUE TO LINE ASSESSMENT SUBMIT					
	***HUL**N*&*2005* ++ =******	*******			
	w 1 K				
	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS		
"Thank You!	The factory warranty constitutes all of	LABOR AMOUNT	8.95		
for allowing us to service	the warranties with respect to the sale of this itemliterns. The Seller hereby expressly disclaims all warranties either	PARTS AMOUNT GAS, OIL, LUBE	15.82		
"Thank You! for allowing us to service your vehicle	express or implied, including any implied warranty of merchantability or fitness	SUBLET AMOUNT MISC. CHARGES	0.00		
	for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in	TOTAL CHARGES	0.00 24.77		
	connection with the sale of this item/items.	LESS SALES TAX	2.00		
		PLEASE PAY THIS AMOUNT	23.72		
			101.1101100.000222222222222222222222222		

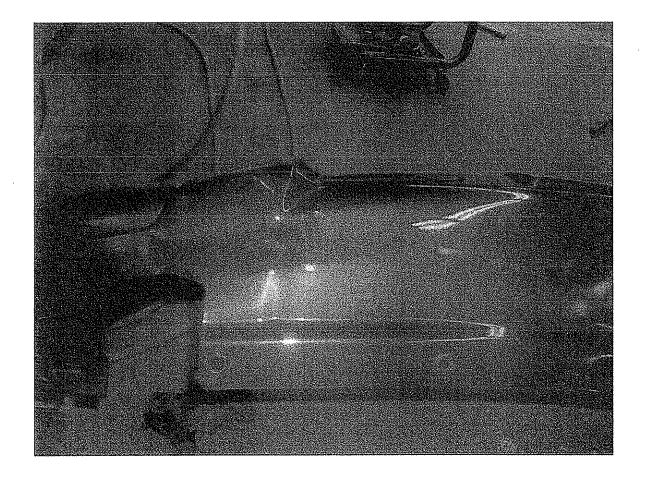
CUSTOMER COPY

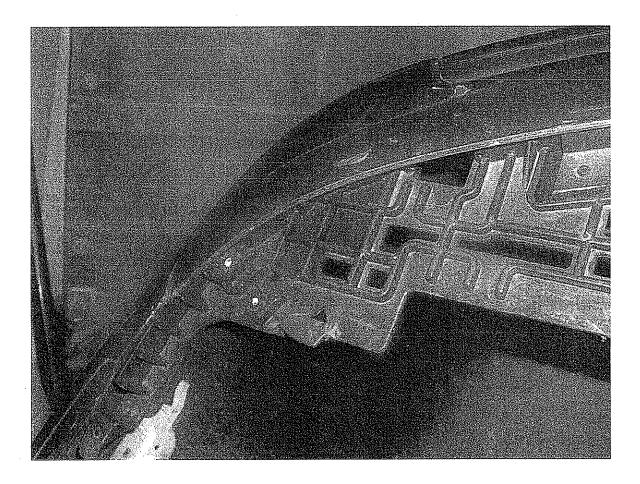


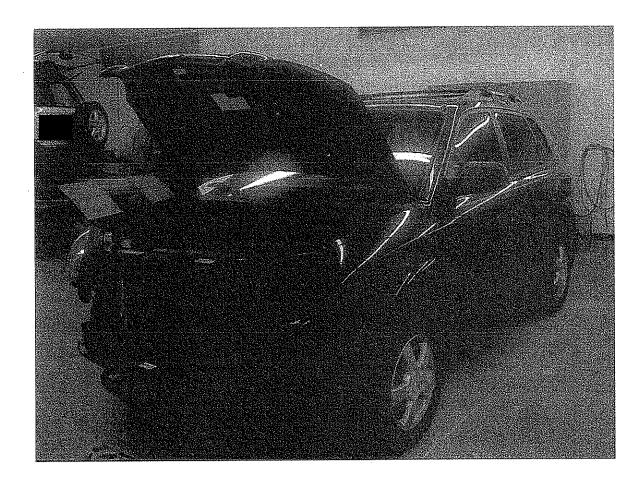




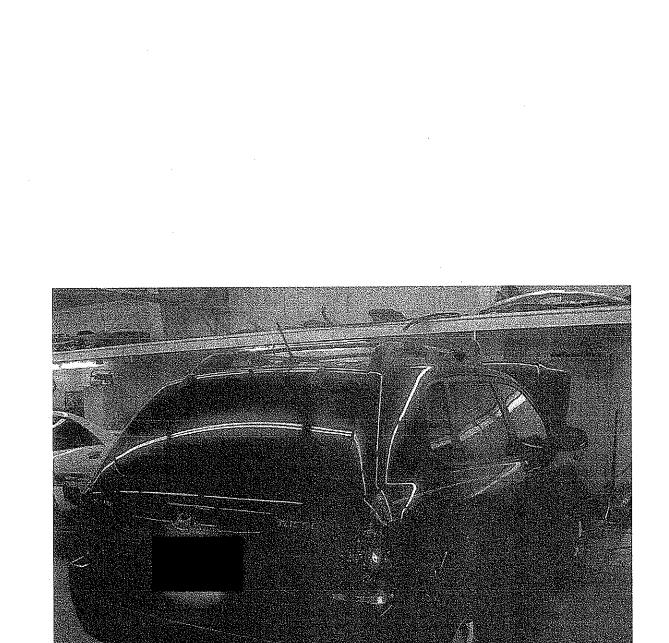
















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			Bob Re	hrman
50229	861	481912		Hundai
<b></b>	(10)	*INVOICE*	801 Sagamore I	V
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LAFAYETTE, IN	$\mathcal{V}$	PAGE 1	765) 44/ http://www.bol	
HOME: BUS:	~	SERVICE ADVISOR: 2	104 ADAM ABEL	
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DUE TO LINE A	****	******		
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nelitere (delte dennette	Ву		M	
Thank Un	el T	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
lon allouine un te	The the	e factory warranty constitutes all of e warranties with respect to the sale	LABOR AMOUNT PARTS AMOUNT	<u>8.95</u> 15.82
<i>Thank You</i> for allowing us to your vehicl		this item\items. The Seller hereby pressly disclaims all warranties either press or implied, including any implied arranty of merchantability or fitness	GAS, OIL, LUBE SUBLET AMOUNT	0.00
your vehicl		a particular purpose. Seller neither	MISC. CHARGES	0.00
	pe	sumes nor authorizes any other rson to assume for it any liability in nnection with the sale of this	TOTAL CHARGES	24.77
		m/items,	SALES TAX	0.95
		: 	PLEASE PAY THIS AMOUNT	23.72

Nov 03 06 11:41a

CUSTØMER #	TN			WORK	l <b>9 1 2</b> ORDER 1	<i>Mit</i> 801 L	Sob Roh Subushi- Sagamore Pa AFAYETTE, I (765) 448- ://www.bobr	- <b>Hyun</b> rkway Sou N <b>47905</b> -1000	
HOME :		BUS: 409	1-2993	SERVIC	E ADVISOR	2104 AH	BEL, ADAM		
COLOR	YEAR	MAKE/MODEL			VIN	LICENS	en Milea	GE IN/ OUT	TAG
BLUE	05 HYU	NDAI TUSC	CON	KM8JM12E		RATE	10444 PAYMENT		<u>1727</u>
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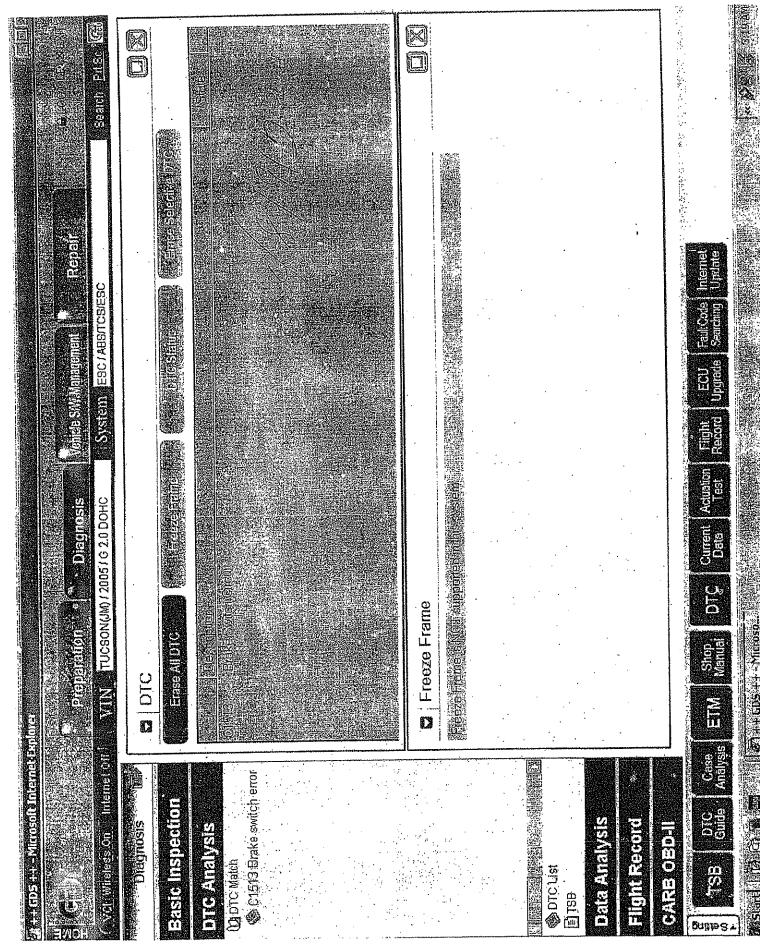
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Hyundai Motor America 10550 Talbert Avenue, P.O. Box 20850, Fountain Valley, CA 92728-0850 TEL: 714-965-3000 FAX: 714-965-3816 WEB: HyundaiUSA.com

November 17, 2006

DIRECT NO.: (714) 965-3571

FAX NO. (714) 965-3815

Sheryl A. Taylor Claim Processor State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, IL 61702-2371

> Your Insured: Claim No: 14-2021-617 Vehicle: 2005 Hyundai Tucson VIN: KM8JM12BX5U

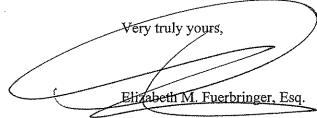
Dear

Your October 11, 2006 letter to HMA has been forwarded to me for response. After considering the information that you and your insured have provided as well as other available information, HMA must refuse your demand for relief. Although this letter is not intended to be an exhaustive statement of the reasons HMA believes that it has no liability with respect to your insured's claims, the letter summarizes below HMA's position with respect to your insured's claims.

Your letter states that damage to the front end of your client's vehicle was the result of a faulty brake switch. Contrary to your assertions, however, the function of the brake switch is primarily to illuminate the rear brake lights. If the brake switch is faulty, the brake lights won't illuminate. It has no affect on the vehicle's braking system functionality. Nor will a malfunctioning brake light switch cause unintended acceleration. When the brake pedal is pressed, the master cylinder still applied hydraulic pressure to the brake calipers.

Because HMA has no basis to conclude that a faulty brake switch caused or contributed to this incident, and you have offered no documentary support for the claim of defect, HMA must respectfully deny your insured's claim for relief.

If you have any questions regarding HMA's position, please do not hesitate to contact me at the number listed above.



# ATTACHMENT F Warranty Lawsuit 5NPEU46F16HXXXXX

KIMMEL & SILVERMAN, P.C. By: Fred E. Davis, Esquire 1930 E. Marlton Pike, Suite T11 Cherry Hill, NJ 80003 (856)429-8334

#### ATTORNEY FOR PLAINTIFF

SUPERIOR COURT OF NEW JERSEY MONMOUTH COUNTY Law Division

Hyundai Motor America

ν.

Docket No. L-3369-07

## STIPULATION OF DISMISSAL

It is hereby STIPULATED and AGREED that the above-entitled action is hereby

dismissed with prejudice and without costs against either party.

KIMMEL & SILVERMAN, P.C.

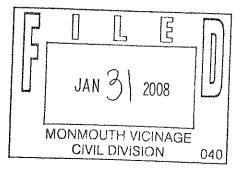
McElroy, Deutsch, Mulvaney & Carpenter LLP

By:

FRED E. DAVIS, ESQUIRE Attorney for Plaintiff Susan L. Canter

By:

JANE A. RIGBY, ESQUIRE Attorney for Defendant Hyundai Motor America



Robert M. Silverman, Esquire Fred E. Davis, Esquire KIMMEL & SILVERMAN, P.C.	FILED MONMOUTH COUNTY	ATTORNEYS FOR PLAINTIFF
Executive Quarters 1930 E. Marlton Pike, Suite T11 Cherry Hill, NJ 08003 (856)429-8334	JUL 1 6 2007 CIVIL DIVISION MANAGER OFFICE	THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.
		UPERIOR COURT OF NEW JERSEY
Freehold, NJ		In No of W
v. HYUNDAI MOTOR AMERICA 10550 Talbert Avenue Fountain Valley, CA 92728	N	IVIL ACTION O. L-3369-07

### **COMPLAINT**

1. Plaintiff, **1.** Plaintiff, **1.** Is an adult individual citizen and legal resident of the State of New Jersey, **1.** Freehold, NJ **1.** 

2. Defendant, Hyundai Motor America, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 10550 Talbert Avenue, Fountain Valley, CA 92728, and can be served at this address.

#### **BACKGROUND**

3. On or about August 26, 2005, Plaintiff purchased a new 2006 Hyundai Sonata, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5NPEU46F16H

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but <u>excluding</u> other collateral charges not specified, yet defined by the

Lemon Law, totaled more an \$22,394.50. A true and correct  $co_{FF}$  of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 10-year / 100,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: electrical system, brakes lights and loss of power issues. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

## COUNT I NEW JERSEY MOTOR VEHICLE WARRANTY ACT

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Brad Benson, Sout. Brunswick, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about August 26, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

17. The nonconformities described violate the express written warranties issued to Plaintiff

by Defendant.

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption

of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

## COUNT II MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

27. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

28. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

37. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and promunate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

## COUNT III UNIFORM COMMERCIAL CODE

44. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warrany;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

46. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

49. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

KIMMEL & SILVERMAN, P.C. By:

ROBERT M. SILVERMAN, ESQUIRE Attorney for Plaintiff Executive Quarters 1930 E. Marlton Pike, Suite T11 Cherry Hill, NJ 08003 (856) 429-8334

### JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C. By: ROBERT M. SILVERMAN, ESQUIRE Attorney for Plaintiff

### **CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C. By: ROBERT M. SILVERMAN, ESQUIRE Attorney for Plaintiff

# **CERTIFICATION OF NOTICE**

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of

the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of July 13,2007 Trenton, County of Mercer, in the state of New Jersey on

## KIMMEL & SILVERMAN, P.C.

By: VERMAN, ESQUIRE ROBERT M Attorney for Plaintiff

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AS PER FACTORY LABEL AND A	ODENDIM		OR The only dealer warranty on this vehicle is the limited warrant
	20110011		which is issued with and made a part of this order form.
			ALL USED VEHICLE SALES-DEALER'S OBLIGATION
			The laws of New Jersey require Motor Vehicle Dealers to make a necessary repairs, without charge, or return the full purchase price
			a sale) to the customer in the event a used vehicle sold and intende
			to be registered in this State fails to meet State Inspection Standard for the issuance of a certificate of approval due to a delect that is n
IF A LEASE, THE FOLLOWING	APPLY:	<u>'</u>	the result of the customer's own act. The undersigned, before entering
			into this contract, has been informed of dealer's obligation above an agrees to have the used vehicle inspected within 14 days from the
MONTHLY PAYMENT AMOUNT \$ TERM: MONTHS MILEAGE PER YEAR N/A		]	issuance of the permanent registration for such vehicle.
MILEAGE PER YEAR	t		09 25 05 x
CASH DUE AT DELIVERY \$			I WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)
IF A PURCHASE, THE FOLLOWING	APPLY:	<u>a nn</u>	The undersigned, has read and understood the above Dealer's Objector
TOTAL PRICE OF VEHICLE	2200	Ø.00	and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION make repairs without charge or return the full purchase price (if a sale) if t
Less Trade-in			vehicle fails to meet State Inspection Standards for the issuance of
Glass Etching (Optional)	\$199	00	certificate of approval, unless the cause for the vehicle's rejection is an ite which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P
	16500	1 00	1995,08 pt. 278). 05
TOTAL TAXABLE AMOUNT		1.00	
State Sales Tax	···· · · · · · · · · · · · · · · · · ·	$\vdash$	TRADE-IN DESCRIPTION AND ALLOWANCE
N.J. TIRE TAX		1.50	Year Make Model Model
Registration/Title Fee (Estimated)		<del>. 50</del>	
Decumentary Eco		<b>۲</b>	Trade-in Value N/A Date of
DOCUMENTALY Fee CLERICAL \$75.00 DOCUMENT DELIVERY SERVICE \$74.50	\$149		Trade-in Value 5500.00 Date of
NET PAY-OFF ON TRADE-IN		₩/Ѧ-	Het Hude al ) workanoe
Frame case, ALE ALE REPORTED IN	17000		Balance Owed to:
	17695		Address:
τοται		N/A	Account No.:
TOTAL DepostFRATF	1000	+44	Info. From Good Thru Customer certifies that the frame on the trade-in vehicle has never sustain
TOTAL DepostEBATE	1000		any damage or been repaired. All airbags are of original equipment and ha
	1000		
DepositEBATE		N/A	the or altered. Customer certifies t
DepostEBATE		1	the state of the s
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Deposite BATE BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY BALANCE DISE ON DEALER ON DELIVERY	16695	.50	the abo or altered. Customer certifies the abo 08 26 08 26 08 26 08 26 08 26 08 26 08 26 08 26 08 000 000 000 000 000 000 000 000 000
Deposite BATE	16695 AIMS. REA OUR RIGH	.50 	the abo or altered. Customer certifies the abo of the customer's signature of the cust
DepositEBATE	16695 AIMS, REA OUR RIGH dispute, or cont	.50 D TH T TO roversy,	the abo x Customer's Signature 08 26 08 26 08 26 Date Date HE FOLLOWING ARBITRATION PROVISION CAREFULLY, I MAINTAIN A COURT ACTION. including all statutory claims and any state or federal claims, that may arise out of or relations.
Deposite BATE BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY BALANCE ONE ON DEALER ON DELIVERY BALANCE DISCUSSION OF DEALER ON DELIVERY BALANCE DISCUSSION OF DEALER ON DEALER ON DEALER ON DEALER BALANCE DISCUSSION OF DEALER ON DEALER ON DEALER ON DEALER BALANCE DISCUSSION OF DEALER ON DEALER ON DEALER ON DEALER BALANCE DISCUSSION OF DEALER ON DEALER ON DELIVERY BALANCE DISCUSSION OF DEALER ON DELIVERY AGREEMENT TO ARBITRATE ANY CI LIMITS YOUR RIGHTS, INCLUDING YOUR ON DEALER ON DEALER DISCUSSION OF DEALER ON DEALER ON DEALER ON DEALER AGREEMENT TO ARBITRATE ANY CI LIMITS YOUR RIGHTS, INCLUDING YOUR DEALER ON DEALE ON DEALER ON DEALER ON DEALER DISCUSSION OF DEALER ON DEALER ON DEALER DISCUSSION OF DEALER ON DEALER ON DEALER DISCUSSION OF DEALER ON DEALER DISCUSSION	16695 AIMS, REA OUR RIGHT dispute, or cont dispute, or cont dispute, or cont processes, such	.50 D TH T TO roversy, and the as a cou	the abo the abo the abole the second secon
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PLAINTIFF'S EXHIBIT ALL-STATE LEGAL 7

			16 SERIAL NO. LINIPLATIALE A LA LALA
	INTERIOR TRIM COLOR		IF A NEW VEHICLE SALE OR LEASE
	Prior to Deliv of the vehicle listed above, of	customer shall elect	The o varranties applying to this vehicle are those offered by the manual er. Dealer sells/leases this vehicle "as is" and hereby
	one of the fo	se * Lease	disclaims all warranties, either express or implied, including any
`	IF A CREDIT SALE, REQUIRED INFORMA	TION CONTAINED!	I implied warranties of merchantability and fitness for a particular pur-
	PART OF THIS ORDER.		pose. Any liability of dealer with respect to defects or malfunctions o this vehicle including, without limitation, those which pertain to
	IF A LEASE, COMPLETE DISCLOSURE OF AND CONDITIONS IS CONTAINED ON A	ALL LEASE TERMS	performance or safety, (whether by way of "strict liability" hased upor
	CONTRACT.	SCRANAIC LEASE	dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's
	TO BE DELIVERED ON OPX/BOUT 08/2	26/05	warranty is not affected by this disclaimer of warranties by dealer.
	Price of Unit	22000.00	IF USED VEHICLE SALE OB LEASE-CHECK APPROPRIATE BOX
	Additional Equipment (options)		□ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any
			Implied warranties of merchantability and fitness for a particular pur-
•			pose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to
		ļ	i performance or safety, (whether by way of "strict tiability" based aport
		l	dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.
	AS PER FACTORY LABEL AND		OB
	HOTEN TACTORT LABEL AND	ADDENDUM	The only dealer warranty on this vehicle is the limited warranty
	` 	<u> </u>	which is issued with and made a part of this order form. ALL USED VEHICLE SALES-DEALER'S OBLIGATION
			The laws of New Jersey require Motor Vehicle Dealers to make all
			necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended
		╋ <b>┈┈</b> ┥	I to be registered in this State fails to meet State Inspection Standards
	IF A LEASE, THE FOLLOWING	APPLY:	for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering
	MONTHLY PAYMENT AMOUNT \$ TERM: MONTHS MU FAGE PER YEAR	N7A	I into this contract, has been informed of dealer's obligation above and
	TERM: MONTHS		agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.
		· A	08 26 05
	CASH DUE AT DELIVERY \$	<u>^</u>	Contract S Statistics
	IF A PURCHASE, THE FOLLOWING	G APPLY:	WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE) The undersigned, has read and understood the above Dealer's Obligation.
	TOTAL PRICE OF VEHICLE	22000.00	and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to
	Less Trade-in	5500.00	make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a
	Glass Etching (Optional)	\$199 00	Certificate of approval, unless the cause for the vehicle's rejection is an item.
		16500.00	which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, (2017), 276). 05
	TOTAL TAXABLE AMOUNT	990.00	<u> </u>
	State Sales Tax		Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system   Year Image:
	N.J. TIRE TAX	7.50	Year Make Make Model MAXIMA
	Registration/Title Fee (Estimated)	48.50	Serial No5500_00 Mileage9047
	Documentary Fee		Trade-in Value Date of
	CLERICAL \$75.00 DOCUMENT DELIVERY SERVICE \$74.50	\$149.50	Less Balance Owed 5500_00
	NET PAY-OFF ON TRADE-IN		
			Balance Owed to:
		17695 50	
	TOTAL	17695.50	Address:
	TOTAL DepostEBATE	17695_50 H/A 1000_00	Account Ne.:
		H/A	Account No.: Good Thru Info. From Good Thru Customer certifies that the frame on the trade-in vehicle has never sustained
	DepoREBATE BALANCE IN CASH, CERTIFIED CHECK OR	1000.00	Account No.: Good Thru Info. From Good Thru Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All aitbags are of opinal equipment and have
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THIS ORDER NOT SUBJECT TO CANCELLATION — DEPOSIT NON-REFUNDABLE

0.00 LBR\$ 0.00 MSC\$ 0.00 PTS\$ Comeback: N Line Code: C Booker: 71 Complaint: 34P 34 POINT FREE INSPECTION COUPON Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... 34 POINT FREE INSPECTION COUPON 71 20 CP 34P PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 \*--- 10 of 11 - Dealer: FHY-S ----\* RO No: 43032 Opened: 01NOV06 Closed: 01NOV06 Mileage: 22838 Line Code: A Booker: 55 Comeback: N Complaint: LOFS CUST STATES PERFORM COUPON LOF SPECIAL \$9.95 P/TAX Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CUST STATES PERFORM COUPON LOF SPECIAL \$ ILTO LOFS 55 9 \$9.95 P/TAX 12.13 LBR\$ 0.00 MSC\$ 0.00 PTS\$ CUSTOMER REQUEST OIL, LUBE AND FILTER WI CP LOF 55 9 ITH INSPECTION OF VEHICLE 0.00 PTS\$ 0.00 LBR\$ 27.95 MSC\$ Comeback: N Line Code: B Booker: 55 072 RECALL CAMPAIGN OPEN. Complaint:

Press B, S#, Return for next page, EST#, ?, or E to Exit:



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Opened: 17JAN07 Closed: 18JAN07 Mileage: 26363 RO No: 45738 Comeback: N Line Code: A Booker: 55 Complaint: MIL CUSTOMER STATES MIL ILLUMINATED. INSPECT AND REPORT. Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... REPLACED BRAKE LAMP BULBS / RESET ECU WI 9 ISP BULBS 55 ITH SCAN TOOL PTS\$ 0.74 LBR\$ 10.00 MSC\$ 0.00 Line Code: B Booker: 55 Comeback: N Complaint: 34P 34 POINT FREE INSPECTION COUPON Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION...... 55 9 CP RES 30K RES PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 Comeback: N Line Code: C Booker: 55 CUSTOMER REPORTS NO OTHER SERVICE CONCERNS AT THIS TIME Complaint: NOC Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CUSTOMER REPORTS NO OTHER SERVICE CONCER 55 9 CP NOC RNS AT THIS TIME PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00

RO No: 45738 Opened: 17JAN07 Closed: 18JAN07 Mileage: 26363 Comeback: N Line Code: D Booker: 55 Complaint: CUSTOMER DECLINING OVERDUE 15K / EARLY 30K Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CUST DECLINED RECOMMEND WORK \* 55 9 CP DEC PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 \*--- 9 of 11 - Dealer: FHY-S -----\* RO No: 43369 Opened: 09NOV06 Closed: 09NOV06 Mileage: 23229 Line Code: A Booker: 71 Comeback: N Complaint: CUSTOMER STATES CHECK BRAKE LAMPS Cause: SA... TECH. TYPE, OPCODE..... CB-RO.. DESCRIPTION..... REPLACED BULB 71 20 CP BULB PTS\$ 1.95 LBR\$ 24.50 MSC\$ 0.00 Comeback: N Line Code: B Booker: 71 Complaint: NOC CUSTOMER REPORTS NO OTHER SERVICE CONCERNS AT THIS TIME Cause: SA... TECH. TYPE, OPCODE..... CB-RO.. DESCRIPTION...... CUSTOMER REPORTS NO OTHER SERVICE CONCER 71 20 CP NOC RNS AT THIS TIME

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Opened: 22FEB07 Closed: 28FEB07 Mileage: 28192 RO No: 46994 Line Code: D Booker: 71 Comeback: N Complaint: 34P 34 POINT FREE INSPECTION COUPON Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... 34 POINT FREE INSPECTION COUPON 71 19 CP 34P PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 Comeback: N Line Code: E Booker: 71 Complaint: NOC CUSTOMER REPORTS NO OTHER SERVICE CONCERNS AT THIS TIME Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... CUSTOMER REPORTS NO OTHER SERVICE CONCER 71 19 CP NOC` RNS AT THIS TIME 0.00 LBR\$ 0.00 MSC\$ 0.00 PTS\$ \*--- 7 of 11 - Dealer: FHY-S -----\* RO No: 46682 Opened: 14FEB07 Closed: 14FEB07 Mileage: 27696 Comeback: N Line Code: A Booker: 71 CUSTMER STATES HORN IS INOP Complaint: Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CUSTOMER CONCERN NOT VERIFIED, NO CORREC 71 20 CP NPF

Press B, S#, Return for next page, EST#, ?, or E to Exit:

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PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 \*--- 6 of 11 - Dealer: FHY-S -----\* RO No: 46994 Opened: 22FEB07 Closed: 28FEB07 Mileage: 28192 Line Code: A Booker: 71 Comeback: N Complaint: CUSTOMER DROPPING OFF IN EMERGENCY. Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... SEE OTHER SERVICE LINE 999 CP SEE 71 PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 Comeback: N Line Code: B Booker: 71 CUSTOMER STATES LIGHT ILLUMINATED ON DASH. INSPECT AND REPORT. Complaint: Cause: SHORTED SWITCH SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... SWITCH ASSY-STOP LAMP RE 71 19 WAR94 93810R00 9.34 LBR\$ 26.40 MSC\$ 0.00 PTS\$ Comeback: N Line Code: C Booker: 71 Complaint: CUSTOMER STATES POSSIBLE ESC LIGHT WAS ON AND VEHICLE SEEMED T Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... SEE OTHER SERVICE LINE 71 19 CP SEE 0.00 LBR\$ 0.00 MSC\$ 0.00 PTS\$

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# FREEHOLD HYUNDAI

3478 Route 9 South Freehold, NJ 07728 732-625-1200

FREEHOLD, NJ

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SERVICE ADVISOR MICHAEL CHIRICHELLO

SERVICE ADVISOR						MXGR05	
REPAIR ORDER WRITTEN DATE BEADY			ST. NO. TAG NO			NVOICE NINTED	INVOICE NO.
23MAR07 24MAR07	5NPEU46F					MAR07	48149
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# FREEHOLD HYUNDAI

3478 Route 9 South Freehold, NJ 07728 732-625-1200

FREEHOLD, NJ SERVICE ADVISOR MICHAEL CHIRICHELLO

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REFAIR ORDER	DATE READY	STOCK NO.	VEHICLE I	DENTIFICATION	cus	NO: TAG NO		20. NO	INVOICE	INVOICE NO:
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Opened: 04APR07 Closed: 04APR07 Mileage: 29993 RO No: 48593 Comeback: N Line Code: A Booker: 71 SA... TECH. TYPE. OPCODE...... CB-RO., DESCRIPTION,..... SEE LINE B CP SOP 71 19 0.00 LBR\$ 0.00 MSC\$ PTS\$ 0.00 Comeback: N Line Code: B Booker: 71 CUSTOMER STATES HORN INOP FOR FIRST 15 MINUTES IN MORNING. ORD Complaint: Cause: HORN INOP SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... HORN ASSY (LH) RE 71 19 WAR94 96600R00 26.40 MSC\$ 0.00 PTS\$ 33.85 LBR\$ Line Code: C Booker: 71 Comeback: N CUSTOMER STATES DRIVER HEATED SEAT DOES NOT TURN OFF. ORDERED Complaint: Cause: SEAT SWITCH STICKING SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... SWITCH ASSY-FRONT SEAT HEATED (LH) 71 19 WAR94 93330R00 15.43 LBR\$ 17.60 MSC\$ 0.00 PTS\$ Line Code: D Booker: 71 Comeback: N Complaint: 34P 34 POINT FREE INSPECTION COUPON Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION.....

Opened: 02MAY07 Closed: 02MAY07 Mileage: 31432 RO No: 49552 Line Code: A Booker: 71 Comeback: N SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION...... 71 76 WAR94 18644R00 REPLACED BRAKE LAMP BULB PTS\$ 1.53 LBR\$ 17.60 MSC\$ 0.00 CUST STATES WILL RESCHEDULE FOR RECOMMEN 71 76 CP RES NDED (NEEDED) MAINTENANCE OR REPAIRS \*\* \*\*\*\*\* PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 Comeback: N Line Code: B Booker: 71 Complaint: NOC CUSTOMER REPORTS NO OTHER SERVICE CONCERNS AT THIS TIME Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CP CUSTOMER REPORTS NO OTHER SERVICE CONCER 71 76 NOC RNS AT THIS TIME PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 \*--- 4 of 11 - Dealer: FHY-S -----\* Opened: 04APR07 Closed: 04APR07 Mileage: 29993 RO No: 48593 Line Code: A Booker: 71 Comeback: N Complaint: SOP SPECIAL ORDERED PART Cause:

Closed: 05MAY07 Mileage: 31576 Opened: 05MAY07 RO No: 49681 0.00 0.00 LBR\$ 59.95 MSC\$ PTS\$ Comeback: N Line Code: C Booker: 71 Complaint: ALIGN CUST STATES PERFORM WHEEL ALIGNMENT FOR MAINTENANCE UNLESS LTH Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... CUST STATES PERFORM WHEEL ALIGNMENT FOR 71 76 CP ALIGN MAINTENANCE UNLESS LTHERWISE NOTED \$89 0.00 LBR\$ 79.95 MSC\$ 0.00 PTS\$ Comeback: N Line Code: D Booker: 71 34 POINT FREE INSPECTION COUPON Complaint: 34P Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... 34 POINT FREE INSPECTION COUPON CP 34P 71 76 0.00 MSC\$ 0.00 0.00 LBR\$ PTS\$ Comeback: N Line Code: E Booker: 71 SUPPLY LOANER VEHICLE FOR 1 DAY Complaint: Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... RENTAL CAR GOODWILL 999 IRENT RENTAL 71

Press B, S#, Return for next page, EST#, ?, or E to Exit:

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PAGE 1 FREEHOLD HYUNDAI

> 3478 Route 9 South Freehold, NJ 07728 732-625-1200

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INVOICE NO.

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#### FREEHOLD, NJ MICHAEL CHIRICHELLO SERVICE ADVISOR P.O. NO. VEHICLE IDENTIFICATION CUST. NO. TAG NO. EPAIR ONDER WRITTEN STOCK NO. DATE HEADY 5NPEU46F16H 05MAY07 05MAY07 DATE TELEPHONE NO. COSE PAT TIME READY MAKE & MODEL TIME IN YEAR 99.00 26AUG05 06 HYUNDAI SONATA LICENSE NO. MILEAGE OUT MILEAGE IN 31572 31576 INSTRUMENT CONTRACTOR NOT CUSTOMER STATES PERFORM TRANSMISION FLUSHING Α TRF PERFORMED TRANSMISSION FLUSH SERVICE 81.00 81.00 76 CP 12 00230-11000 ATF - SP 5.92 71.04 5.92 Τ 38.95 38.95 1 TRANS FLUSH-KIT 38.95 C COUPON/ & DISCOUNE -5.75 76 -1 DISCOUNT DISCOUNT 10 06 DE CUSTOMER STATES ROTATE AND BALANCE FOUR -10.00 10.00 TIRES / BALANCE ROTATE AND BALANCE 4 WHEELS 59.95 59.95 C CUST STATES PERFORM WHEEL ALIGNMENT FOR MAINTENANCE UNLESS LTHERWISE NOTED \$89.95 P/TAX \*\*\*\*\*\*\*\*\*\*\*\* ALIGN CUSIC STATES PERFORM WHEEL ALIGNMENT 79 95 76 CP 79.95 D 34 POINT FREE INSPECTION COUPON 34P 34 POINT FREE INSPECTION COUPON 0.00 0.00 76 CP F SUPPLY LOANER VEHICLE FOR 1 DA

A Service Charge will apply if a balance is not paid within 30 days of billing. Said charges are computed by a periodic rate of 1.5% per month which is an annual percentage rate of 18% applied to the unpaid balance after deducting current payments and/or credits appearing on each statement from the previous balance. The undersigned further agrees and understands that they will be held responsible for any collection fees and reasonable attorney's fees in the event that payments are not maintained in accordance with this agreement such action would be deemed necessary to remedy a default of credit terms.

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DESCRIPTION	TOTALS	
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PLEASE PAY THIS AMOUNT		0 ₽

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# HYUNDAI

NO CARS RELEASED AFTER P.M. STORAGE CHARGE - \$20.00 PER DAY, 24 HOURS AFTER WORK COMPLETION OR IF NO WORK IS DONE THEN FROM DATE OF RECEIPT.

Thank You For Your Business!

HEREBEFORE AUTHORIZED THE REPAIR WORK HEREIN SET STHT TO BE DONE ALONG WITH THE NECESSARY MATERIAL. I LSO AGREED THAT YOU WERE NOT RESPONSIBLE FOR LOSS R DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE F FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL R FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS R DELAYS IN PARTS SHIPMENTS BY THE SUPPLER OR RANSPORTER, I HEREBEFORE GRANTED YOU AND/OR YOUR SCAUSED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE URPOSE OF TESTING, AND/OR INSPECTION. AN EXPRESS BCCHANIC'S LIEN WAS HEREBEFORE ACKNOWLEDGED ON ENICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

CUSTOMER SIGNATURE

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. LABOR AND PARTS FOR 90 DAYS OR 4000 MILES, WHICHEVER COMES FIRST, WARRANTY REPAIRS TO BE PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED. WARRANTY DETAILS AVAILABLE. ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.

> SERVICE \* PARTS \* COLLISION REPAIRS PAYMENT IN CASH ONLY

PAGE 2

FREEHOLD HYUNDAI

3478 Route 9 South Freehold, NJ 07728 732-625-1200

INVOICE PRINTED

05MAY07

PREPARED

HYUNDAI

STORAGE CHARGE - \$20.00 PER DAY, 24 HOURS AFTER WORK COMPLETION OR IF NO

WORK IS DONE THEN FROM DATE OF RECEIPT.

Thank You For Your Business!

I HEREBEFORE AUTHORIZED THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL I ALSO AGREED THAT YOU WERE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLER OR TRANSPORTER, I HEREBEFORE GRANTED YOU AND/OR YOUR CONTROL HEREBEFORE GRANTED YOU AND/OR YOUR CAUSE SPERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING, AND/OR INSPECTION, AN EXPRESS MECHANIC'S LIEN WAS HEREBEFORE ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

CUSTOMER SIGNATURE

SERVICE \* PARTS \* COLLISION REPAIRS

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NO CARS RELEASED AFTER

SERVICE ADVISOR MICHAEL CHIRICHELLO CUST. ND. TAG NO. EPAR ORDER VEHICLE IDENTIFICATION DATE HEADY STOCK NO. 5NPEU46F16H 05MAY07 05MAY07 TELEPHONE NO. TIME READY YEAR MAKE & MODEL TIME IN 06 HYUNDAI SONATA LICENSE NO. MILEAGE IN MILEAGE OUT 31576 31572 RENTAL RENTAL CAR GOODWILL (N/C)999IRENT (N/C)1 7 RENTAL TOTAL PARTS AND LABOR AFTER DISCOUNT \$315.00 PLUS TAX NC NO CHARGE 9999 × G CUSTOMER REPORTS NO OTHER SERVICE CONCERNS 0.00 0.00 AT THIS TIME TO THE SERVICE CONCERNS AT THIS TIME 0.00 0.00 AUTOMOTINE DESCRIPTION TOTALS \*\* PRE-INVOICE \*\* LABOR AMOUNT 215.15A Service Charge will apply if a balance PARTS AMOUNT 99.99 is not paid within 30 days of billing. Said GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 charges are computed by a periodic rate MISC. CHARGES 0.00 of 1.5% per month which is an annual TOTAL CHARGES 315.14 percentage rate of 18% applied to the LESS INSURANCE 0.00 unpaid balance after deducting current SALES TAX 22.06 PLEASE PAY payments and/or credits appearing on THIS AMOUNT statement from the previous each THANK YOU FOR YOUR VISIT. balance. The undersigned further agrees WE STRIVE FOR 100% CUSTOMER SATISFACTION. OUR CUSTOMER SERVICE DEPT IS HERE FOR YOU. and understands that they will be held CONTACT BARBARA MACKEY, CUSTOMER RELATIONS responsible for any collection fees and TELEPHONE 732-252-1003 reasonable attorney's fees in the event FAX 732-780-6278 that payments are not maintained in EMAIL CUSTOMERSERVICE@FREEHOLDHYUNDAI.COM accordance with this agreement such THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. LABOR AND PARTS FOR 90 DAYS OR 4000 MILES, WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER HEREBY action would be deemed necessary to LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED. WARRANTY DETAILS AVAILABLE. ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE. remedy a default of credit terms. PAYMENT IN CASH ONLY CUSTOMER COPY

FREEHOLD, NJ

Opened: 07MAY07 Closed: 21MAY07 Mileage: 31798 RO No: 49744 Line Code: F Booker: 71-----Comeback: N SA... TECH. TYPE. OPCODE....., CB-RO.. DESCRIPTION..... CUSTOMER REPORTS NO OTHER SERVICE CONCER CP NOC 71 19 RNS AT THIS TIME 0.00 0.00 LBR\$ 0.00 MSC\$ PTS\$ \*--- 2 of 11 - Dealer: FHY-S -----\* Closed: 05MAY07 Mileage: 31576 RO No: 49681 Opened: 05MAY07 Comeback: N Line Code: A Booker: 71 CUSTOMER STATES PERFORM TRANSMISION FLUSHING Complaint: TRF Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... PERFORMED TRANSMISSION FLUSH SERVICE CP TRF 71 76 109.99 LBR\$ 81.00 MSC\$ PTS\$ 0.00 COUPON/ % DISCOUNT 71 76 CP C -10.00 LBR\$ -5.75 MSC\$ 0.00 PTS\$ Line Code: B Booker: 71 Comeback: N Complaint: BALANCECUSTOMER STATES ROTATE AND BALANCE FOUR TIRES Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... ROTATE AND BALANCE 4 WHEELS BALANCE CP 76 71

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# FREEHOLD HYUNDAI

3478 Route 9 South Freehold, NJ 07728 732-625-1200

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FREEHOLD, NJ SERVICE ADVISOR MICHAEL CHIRICHELLO EPAIR ORDER CUST, NO. TAG NO P.O. ND. INVOICE PRINTED INVOICE NO. STOCK NO. VEHICLE IDENTIFICATION DATE READY 19MAY07 49744 5NPEU46F16H 07MAY07 19MAY07 PREPARED LUST. PAY DELIVERY TELEPHONE NO. MAKE & MODEL TIME IN TIME READY YEAR 26AUG05 99.00 71 06 HYUNDAI SONATA MILEAGE OUT LICENSE NO. MILEAGE IN 31798 31668 (N/C)1 1 RENTAL (N/C)1 1 RENTAL HYUNDAI (N/C)1 RENTAL 1 (N/C)1 1 RENTAL (N/C)1 RENTAL NO CARS RELEASED AFTER (N/C)1 1 RENTAL TIN (N/C)1 1 RENTAL STORAGE CHARGE - \$20.00 PER DAY, 24 1 1 RENTAL (N/C)HOURS AFTER WORK COMPLETION OR IF NO (N/C)1 1 RENTAD WORK IS DONE THEN FROM DATE OF RECEIPT. (N/C)1 1 RENTAL 1 1/RENTAL (N/C)ENTAL RENTAL CAR GOODWILL Thank You Zon Your Business! 999LRENT 1 1 RENTAL (N/C)1 1 RENTAL TONOUP  $\{N/C\}$ (N/C)(N/C)(N/C)1 1 RENTAL (N/C)1 1 RENTAL 1 1 RENTAL (N/C)(N/C)1 1 RENTAL DESCRIPTION TOTALS LABOR AMOUNT HEREBEFORE AUTHORIZED THE REPAIR WORK HEREIN SET A Service Charge will apply if a balance FORTH TO BE DONE AUTONIZED THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL I ALSO AGREED THAT YOU WERE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE PARTS AMOUNT is not paid within 30 days of billing. Said GAS.OIL, LUBE OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBEFORE GRANTED YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STRETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING, AND/OR INSPECTION, AN EXPRESS MECHANIC'S LIEN WAS HEREBEFORE ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. SUBLET AMOUNT charges are computed by a periodic rate MISC. CHARGES of 1.5% per month which is an annual TOTAL CHARGES percentage rate of 18% applied to the LESS INSURANCE unpaid balance after deducting current SALES TAX CUSTOMER SIGNATURE PLEASE PAY payments and/or credits appearing on THIS AMOUNT each statement from the previous balance. The undersigned further agrees and understands that they will be held responsible for any collection fees and

> THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 90 DAYS OR 4000 MILES, WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFOR 開始 HELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED, WARRANTY DETAILS AVAILABLE. ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.

> > PAYMENT IN CASH ONLY SERVICE \* PARTS \* COLLISION REPAIRS

reasonable attorney's fees in the event that payments are not maintained in accordance with this agreement such

action would be deemed necessary to

remedy a default of credit terms.

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5	55555 1997 1997 1997 1997 1997 1997 1997	REEHOLD HYUNDAI
		3478 Route 9 South
FREEHOLD, NJ		Freehold, NJ 07728 732-625-1200
SERVICE ADVISOR MICHAEL CHIRICHELLO		
REPAIR ORDER DATE READY STOCK NO. VEHICLE	IDENTIFICATION CUST NO: TAG NO	P.O. NO. PRINTED INVOICE NO.
07MAY07 19MAY07 5NPEU46F	16H	19MAY07 49744
TIME IN TIME READY YEAR MAKE & MOD	EL TELEPHONE NO. LABO	T. PAY DELIVERY PREPARED S/A
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MILEAGE IN MILEAGE OUT LICENSE 400		<u>L</u> <u>L</u>
31668 31798		
	estant total	
FC: PART#: COUNT: CLAIM TYPE: WAR94		
AUTH CODE:		HYUNDAI
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REPORT.		NO CARS RELEASED AFTER P.M.
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19 CP F CUSTOMER REPORTS NO OTHER SERV	0.00 0.00 TCE CONCERNS	
AT THIS TIME		
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CONCERNS AT THIS TIME	DESCRIPTION TOTALS	
A Service Charge will apply if a balance		I HEREBEFORE AUTHORIZED THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL.
is not paid within 30 days of billing. Said	PARTS AMOUNT GAS,OIL, LUBE	ALSO AGREED THAT YOU WERE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.
charges are computed by a periodic rate	SUBLET AMOUNT	OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DEMONSTRATING PARTS SHIPMENTS BY THE SUPPLIER OR
of 1.5% per month which is an annual	MISC. CHARGES TOTAL CHARGES	TRANSPORTER, I HEREBEFORE GRANTED YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STRETS, HIGHWAYS OR ELSEWHERE FOR THE
percentage rate of 18% applied to the	LESS INSURANCE	PURPOSE OF TESTING, AND/OR INSPECTION, AN EXPRESS MECHANIC'S LIEN WAS HEREBEFORE ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.
unpaid balance after deducting current	SALES TAX	CUSTOMER SIGNATURE
payments and/or credits, appearing on	PLEASE PAY THIS AMOUNT	
each statement from the previous		
balance. The undersigned further agrees		
and understands that they will be held		
responsible for any collection fees and		
reasonable attorney's fees in the event that payments are not maintained in		
accordance with this agreement such		RRANTY, LABOR AND PARTS FOR 90 DAYS OR 4000 MILES,
action would be deemed necessary to	WHICHEVER COMES FIRST. WARRANTY REPAIRS TO B	E PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER HEREBY
remedy a default of credit terms.		PERIOD STATED, WARRANTY DETAILS AVAILABLE.
		SERVICE * PARTS * COLLISION REPAIRS
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FREEHOLD, NJ			3478 Route Freehold, N	IJ 07728
STRUKET ADVISOR MICHAEL CHIRICHELLO			<b>₩₩782-62</b> 5	5-1200
SERVICE ADVISOR	E IDENTIFICATION CUST A	D. TAGNO	P.O. ND. PRIN	HCE TER INVOICE NO.
		IU. IAU NU.		
07MAY07 19MAY07 5NPEU46			1.9MA	
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EXTENSIVE ROAD TEST BY SERVICE	ADVISOR,			\$20.00 PER DAY, 24
SERVICE MANAGER AND SHOP FORMAN	VEHI CLE NOW		HOURS AFTER WORK	COMPLETION OR IF NO
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** PRE-INVOICE **	DESCRIPTION	TOTALS	SVVVV	VCCVi
A Service Charge will apply if a balance	LABOR AMOUNT	0.00	I HEREBEFORE AUTHORIZED TI	E REPAIR WORK HEREIN SET
is not paid within 30 days of billing. Said	PARTS AMOUNT GAS,OIL, LUBE	0.00	ALSO AGREED THAT YOU WER OR DAMAGE TO VEHICLE OR AR	H THE NECESSARY MATERIAL. I E NOT RESPONSIBLE FOR LOSS TICLES LEFT IN YEHICLE IN CASE
charges are computed by a periodic rate	SUBLET AMOUNT	0.00	OF FIRE, THEFT OR ANY OTHER I OR FOR ANY DELAYS CAUSED	CAUSE BEYOND YOUR CONTROL BY UNAVAILABILITY OF PARTS
of 1.5% per month which is an annual	MISC. CHARGES	0.00	OR DELAYS IN PARTS SHIPN TRANSPORTER. I HEREBEFORE EMPLOYEES PERMISSION TO (	GRANTED YOU AND/OR YOUR PERATE THE VEHICLE HEREIN
percentage rate of 18% applied to the	TOTAL CHARGES LESS INSURANCE	0.00	DESCRIBED ON STREETS, HIGHV PURPOSE OF TESTING, AND/C MECHANIC'S LIEN WAS HERI	VAYS OR ELSEWHERE FOR THE OR INSPECTION, AN EXPRESS
unpaid balance after deducting current		0.00	VEHICLE TO SECURE THE AMOUN	IT OF REPAIRS THERETO.
payments and/or credits appearing on	PLEASE PAY		CUSTOMER SIGNATURE	
each statement from the previous	THIS AMOUNT			
balance. The undersigned further agrees	THANK YOU FOR Y WE STRIVE FOR 1			TON.
and understands that they will be held	OUR CUSTOMER SE	RVICE DE	PT IS HERE FOR	YOU.
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reasonable attorney's fees in the event		2-252-10( 2-780-627		
that payments are not maintained in	EMAIL CUSTOMERS			.COM
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action would be deemed necessary to	WHICHEVER COMES FIRST. WARRAN	TY REPAIRS TO BE P		E OF BUSINESS, SELLER HEREBY
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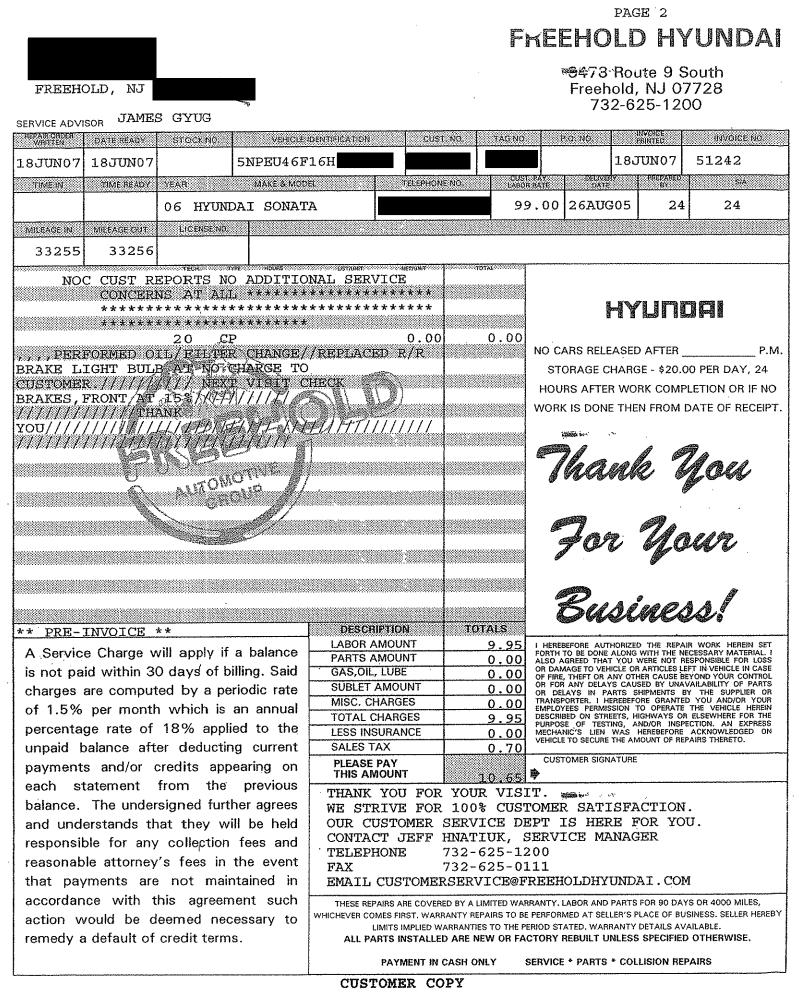
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		REEHOLD HYUNDAI
		2470 Printe O Couth
FREEHOLD, NJ		3478 Route 9 South Freehold, NJ 07728
		732-625-1200
SERVICE ADVISOR JAMES GYUG		
REPAIR ORDER DATE READY STOCK ND. VEHICLE I	DENTIFICATION CUST NO. TAG NO	P.O. NO. BRINTED INVOICE NO.
18JUN07 18JUN07 5NPEU46F	16H	18JUN07 51242
TIME IN TIME READY YEAR MAKE & MODI	EL TELEPHONE NO. LAPE	ST PAY DELIVERY PREPARED SIA
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20 ILTO	(N/C)	NO CARS RELEASED AFTER P.M.
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B CUSTOMER STATES BRAKE LIGHT R	9.95  9.95 RISOUT	"Iacule Vau
BULB R/R BRAKE BULB		Thank You For Your
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20 CP D CUST REPORTS NO ADDITIONAL SER	VICE CONCERNS	e de la companya de la
AT ALL *********************	********	
*****	*****	Business!
	DESCRIPTION TOTALS	
A Service Charge will apply if a balance	LABOR AMOUNT	I HEREBEFORE AUTHORIZED THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL.
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charges are computed by a periodic rate	SUBLET AMOUNT	OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HERBEFORE GRANTED YOU ANJOR YOUR
of 1.5% per month which is an annual	MISC. CHARGES	EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE
percentage rate of 18% applied to the	LESS INSURANCE	PURPOSE OF TESTING, AND/OR INSPECTION, AN EXPRESS MECHANIC'S LIEN WAS HEREBEFORE ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.
unpaid balance after deducting current	SALES TAX	CUSTOMER SIGNATURE
payments and/or credits appearing on	PLEASE PAY THIS AMOUNT	
each statement from the previous	· ·	
balance. The undersigned further agrees		
and understands that they will be held responsible for any collection fees and		
reasonable attorney's fees in the event		
that payments are not maintained in		
accordance with this agreement such	THESE REPAIRS ARE COVERED BY A LIMITED WA	RRANTY. LABOR AND PARTS FOR 90 DAYS OR 4000 MILES,
action would be deemed necessary to	WHICHEVER COMES FIRST. WARRANTY REPAIRS TO E	E PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER HEREBY
remedy a default of credit terms.		PERIOD STATED. WARRANTY DETAILS AVAILABLE. ACTORY REBUILT UNLESS SPECIFIED OTHERWISE.
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