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STATE OF CALIFORNIA - DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

TYPE VEHICLE USE AUTOMOBILE		REGISTRATION VALID FROM 12/24/2019 TO 12/26/2020		TYPE 11	LICENSE NUMBER [REDACTED]		ENGINE NUMBER		
VEHICLE IDENTIFICATION NUMBER [REDACTED]		MAKE CADI	VLF CLASS PQ	*YR	YR MODEL 2020	TYPE VEH 110	DATE ISSUED 01/03/2020		
BODY TYPE MODEL UT		YEAR FIRST SOLD 2019		MP G	AXLE	WC	UNLADEN/G/CGW	TOTAL FEES PAID \$ 627.00	CC/ALCO 33
STICKER ISSUED [REDACTED]		PRIOR HISTORY		PIC 4	DATE FEES RECEIVED 01/03/2020		OFFICE/TECH ID/SEQ [REDACTED]	MISC/EQ NO	

STICKER INSTRUCTIONS

- 1) CLEAN SURFACE - SCRAPE OFF ACCUMULATED STICKERS (WILL NOT STICK IF WET OR DIRTY).
- 2) PEEL STICKER FROM BACKING BY BENDING SHEET AT "PEEL HERE" LINE.
- 3) PLACE STICKER ON REAR PLATE AS SHOWN BELOW.

EXCEPT: TRUCK TRACTORS AND COMMERCIAL VEHICLES WITH A DECLARED GROSS VEHICLE WEIGHT OF 10,000 LBS OR MORE-MUST APPLY STICKER TO FRONT PLATE.

REGISTERED OWNER

[REDACTED]

LA QUINTA CA [REDACTED]
 LIENHOLDER
 TD AUTO FIN LLC
 PO BX 675

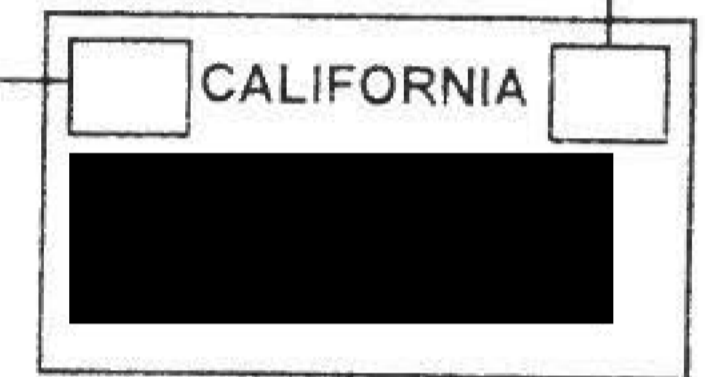
WILMINGTON OH 45177



[REDACTED]

YEAR
In Top Right Corner

MONTH
In Top Left Corner



[REDACTED]

(Important Instructions on Reverse Side)

**BBB AUTO LINE
Customer Claim Form**

Case number: [REDACTED]
Contact date: 08/13/20
Start date: 08/14/20

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: LA QUINTA	State: CA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Cadillac	Model: XT5	Year: 2020	Current mileage: 8640
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: JESSUP AUTO PLAZA, CATHEDRAL CITY, CA, CA			
Primary Servicing dealer/city/state: Jessup Auto Plaza,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is your vehicle Certified Pre-Owned? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
Purchase/lease date: 12/24/19		Mileage at purchase/lease: 15	
First repair attempt date: 06/09/20		First repair attempt mileage: 6561	
How often is the vehicle used for business purposes (percentage): _____ %		Number of vehicles registered in California by vehicle owner/lessee: _____	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of sale or termination of lease: _____	
Date of accident: _____			
Description of damage: _____			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I waited for my first oil change to have my defective Radio and Back up serviced supposedly updated. Problems persisted and worsened. In service for 2 12 days-cannot fix GM is aware of issue with NO date for software. Distracted driving-safety issues I would like GM Buyback-refund me, no penalt

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER [REDACTED]
Lienholder/Leasing Company <u>TD AUTO FINANCE LLC</u> Phone Number <u>800-556-8172</u>

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Electrical-Radio stuck on loading not performing	Jessup Auto Plaza Service	2	6/9/2020 6561 miles 1 day Waited for first oil service to complain 8/5/2020 8396 miles 2.5 days	yes
Electrical-Back up screen goes blank-black-flashes	Jessup Auto Plaza Service	2 one	8/05/2020 8501 miles 2.5 days GM working on update-no date announced	yes
New Issue Back up screen goes PINK then black	Jessup Auto Plaza Service		Pending appointment 8/19/2020 Safety issue - near miss pedestrians backing up - screen black	yes
New Issue Navigation stopped - SD card removed	Jessup Auto Plaza Service		Pending appointment 8/19/2020	yes
Whining noise comes from car. Tighten Windshield	Jessup Auto Plaza Service	2 one	8/5/2020 8501 miles. Forgot to mention on first oil change.	yes
Radio still malfunctions-defective in various ways	Jessup Auto Plaza Service	2	6/9/2020 6561 miles 1 day Waited for first oil service to complain 8/5/2020 8396 miles 2.5 days	yes

Total days out of service for all problems: 3.5 Days Not including Pending Service on 8/19/2020



Signature of Titled Owner(s) [REDACTED]

Date 8/18/2020

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700**

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

Dealer Number 2100 Contract Number N/A R.O.S. Number [REDACTED] Stock Number [REDACTED]

Buyer Name and Address (Including County and Zip Code) [REDACTED] LA BURENIA, CA [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) JESSUP AUTO PLAZA 68111 E Palm Canyon Dr Cathedral City, CA 92234
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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 agreement on the front and back of 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. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2020	CADILLAC XT5	15	[REDACTED]	<input checked="" type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
6.79 %	\$ 15,338.28(e)	\$ 58376.76 (e)	\$ 73715.01 (e)	\$ 5737.09 is \$ 79502.13(e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
33	877.56	Monthly beginning 02/07/20
N/A	N/A	N/A
One final payment	877.56	01/07/27

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 the part of the payment that is late.
 Prepayment. If you pay early, you may be charged a minimum finance charge.
 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, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$55,092.10 (A)
1. Cash Price Vehicle	\$55,092.10
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe <u>N/A</u>	\$ N/A
Describe <u>N/A</u>	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u>N/A</u>	\$ N/A (D1)
2. (paid to) <u>N/A</u>	\$ N/A (D2)
3. (paid to) <u>N/A</u>	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u>N/A</u>	\$ N/A (E1)
2. (paid to) <u>N/A</u>	\$ N/A (E2)
F. EV Charging Station (paid to)	\$ N/A (F)

STATEMENT OF INSURANCE
 NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance			
	Term		Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos		\$ N/A
\$ N/A Ded. Collision	N/A Mos		\$ N/A
Bodily Injury \$ N/A	Limits N/A Mos		\$ N/A
Property Damage \$ N/A	Limits N/A Mos		\$ N/A
Medical N/A	N/A Mos		\$ N/A
	N/A Mos		\$ N/A
Total Vehicle Insurance Premiums			\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [REDACTED]
 Co-Buyer [REDACTED]
 Seller X [REDACTED]

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 84 Mos. JIM MORAN & ASSOC
 Debt Cancellation Agreement
 I want to buy a debt cancellation agreement.

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

11 Company FIDELITY WARRANTY SVCS
 Term 72 Mos. or 72,000 Miles
 12 Company _____
 Term N/A Mos. or N/A Miles
 13 Company _____
 Term N/A Mos. or N/A Miles
 14 Company N/A
 Term N/A Mos. or N/A Miles
 15 Company N/A

G. Sales Tax (on taxable items in A through F)	\$ 1,172.00	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <u>MVSC</u>	\$ 30.00	(H)
I. (Optional) Service Contract(s)		
1. (paid to) <u>FIDELITY</u>	\$ 2,500.00	(I1)
2. (paid to) <u>N/A</u>	\$ N/A	(I2)
3. (paid to) <u>N/A</u>	\$ N/A	(I3)
4. (paid to) <u>N/A</u>	\$ N/A	(I4)
5. (paid to) <u>N/A</u>	\$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 <u>J.P. MORGAN CHASE</u> Vehicle 2 <u>N/A</u>	\$ N/A	(J)
(see downpayment and trade-in calculation)		
K. (Optional) Debt Cancellation Agreement	\$ 995.00	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A	(L)
M. Other (paid to) <u>N/A</u>	\$ N/A	(M)
For <u>N/A</u>		
N. Other (paid to) <u>N/A</u>	\$ N/A	(N)
For <u>N/A</u>		
Total Cash Price (A through N)	\$ 63,530.10	(1)
2. Amounts Paid to Public Officials		
A. Vehicle License Fees <u>ESTIMATED</u>	\$ 358.00	(A)
B. Registration/Transfer/Titling Fees <u>ESTIMATED</u>	\$ 267.00	(B)
C. California Tire Fees	\$ 8.75	(C)
D. Other <u>N/A</u>	\$ N/A	(D)
Total Official Fees (A through D)	\$ 633.75	(2)
3. Amount Paid to Insurance Companies		
(Total premiums from Statement of Insurance)	\$ N/A	(3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$ N/A	(4)
5. Subtotal (1 through 4)	\$ 54,163.85	(5)
6. Total Downpayment		
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$ 13,000.00	(A)
Vehicle 1 \$ <u>28,000.00</u> Vehicle 2 \$ <u>N/A</u>		
B. Total Less Prior Credit or Lease Balance (e)	\$ 31,212.91	(B)
Vehicle 1 \$ <u>31,212.91</u> Vehicle 2 \$ <u>N/A</u>		
C. Total Net Trade-In (A-B) (indicate if negative number)	\$ 3,212.91	(C)
Vehicle 1 \$ <u>3,212.91</u> Vehicle 2 \$ <u>N/A</u>		
D. Deferred Downpayment Payable to Seller	\$ N/A	(D)
E. Manufacturer's Rebate	\$ 1,000.00	(E)
F. Other <u>N/A</u>	\$ N/A	(F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ 8,000.00	(G)
Total Downpayment (C through G)	\$ 5,787.00	(6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)		
7. Amount Financed (5 less 6)	\$ 58,376.76	(7)

Term
Buyer

Trade-In Vehicle(s)	
1. Vehicle 1	
Year <u>2017</u>	Make <u>JAGUAR</u>
Model <u>F-PACE</u>	Odometer <u>50,178</u>
VIN <u> </u>	
a. Agreed Value of Property	\$ <u>28,000.00</u>
b. Buyer/Co-Buyer Retained Trade Equity	\$ <u>N/A</u>
c. Agreed Value of Property Being Traded-In (a-b)	\$ <u>28,000.00</u>
d. Prior Credit or Lease Balance	\$ <u>31,212.91</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	\$ <u>3,212.91</u>
2. Vehicle 2	
Year <u>N/A</u>	Make <u>N/A</u>
Model <u>N/A</u>	Odometer <u>N/A</u>
VIN <u>N/A</u>	
a. Agreed Value of Property	\$ <u>N/A</u>
b. Buyer/Co-Buyer Retained Trade Equity	\$ <u>N/A</u>
c. Agreed Value of Property Being Traded-In (a-b)	\$ <u>N/A</u>
d. Prior Credit or Lease Balance	\$ <u>N/A</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	\$ <u>N/A</u>
Total Agreed Value of Property Being Traded-In (1c+2c)	\$ 28,000.00*
Total Prior Credit or Lease Balance (1d+2d)	\$ 31,212.91*
Total Net Trade-In (1e+2e)	\$ 3,212.91*

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A

SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X
Co-Buyer Signs X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge. How we will apply payments. We may apply each expense, to the amount you owe. Allowed expenses are 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 do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

OTHER IMPORTANT AGREEMENTS

Buyer Signs _____ Co-Buyer Signs X

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer _____ Co-Buyer X

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S _____ X N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the Seller may change the terms of the contract by written notice in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a change.

Buyer Signature _____ Co-Buyer Signature X N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle, subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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 BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature _____ Date 12/24/19 Co-Buyer Signature X N/A Date N/A

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 Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A
Address N/A Address _____

Seller Signs JESSUP AUTO PLAZA Date 12/24/19 By X _____ Title _____

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

Dealer Number 2100 Contract Number N/A R.O.S. Number [REDACTED] Stock Number [REDACTED]

Buyer Name and Address (Including County and Zip Code) [REDACTED] LA QUINTA, CA [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) JESUP AUTO PLAZA 6811 E. Palm Canyon Dr Cathedral City, CA 92234
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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 agreement on the front and back of 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. fund according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

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NEW	2020	CADILLAC XT5	15	[REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
6.79 %	\$ 15,358.28(e)	\$ 28376.76 (e)	\$ 73715.04 (e)	\$ 5787.09 is \$ 79502.13(e)
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One Payment of	N/A	N/A
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N/A	N/A	N/A
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3. Other (Nontaxable)	
Describe <u>N/A</u>	\$ N/A
Describe <u>N/A</u>	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 25.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u>N/A</u>	\$ N/A (D1)
2. (paid to) <u>N/A</u>	\$ N/A (D2)
3. (paid to) <u>N/A</u>	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u>N/A</u>	\$ N/A (E1)
2. (paid to) <u>N/A</u>	\$ N/A (E2)
F. EV Charging Station (paid to)	\$ N/A (F)

STATEMENT OF INSURANCE
 NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury	\$ N/A Limits N/A Mos.	\$ N/A
Property Damage	\$ N/A Limits N/A Mos.	\$ N/A
Medical	N/A N/A Mos.	\$ N/A
	N/A N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer [REDACTED]
 Co-Buyer [REDACTED]
 Seller [REDACTED]

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 84 Mos. JIM MURAN & ASSOC
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement

Buyer Signs [REDACTED]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

- I1 Company FIDELITY WARRANTY SERVICES
 Term 72 Mos. or 72,000 Miles
- I2 Company _____
 Term N/A Mos. or N/A Miles
- I3 Company _____
 Term N/A Mos. or N/A Miles
- I4 Company LiA
 Term N/A Mos. or N/A Miles
- I5 Company LiA

G. Sales tax (on taxable items in A through F)	\$1,128.00	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <u>MMSC</u>	\$ 39.00	(H)
I. (Optional) Service Contract(s)		
1. (paid to) <u>PROTECTIVE</u>	\$2,140.00	(I1)
2. (paid to) <u>N/A</u>	\$ N/A	(I2)
3. (paid to) <u>N/A</u>	\$ N/A	(I3)
4. (paid to) <u>N/A</u>	\$ N/A	(I4)
5. (paid to) <u>N/A</u>	\$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 <u>JP MOTOR CAR LEASE</u> Vehicle 2 <u>N/A</u>	\$ N/A	(J)
(see downpayment and trade-in calculation)		
K. (Optional) Debt Cancellation Agreement	\$ 995.00	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A	(L)
M. Other (paid to) <u>N/A</u>	\$ N/A	(M)
For <u>N/A</u>		
N. Other (paid to) <u>N/A</u>	\$ N/A	(N)
For <u>N/A</u>		
Total Cash Price (A through N)	\$53,330.10	(1)
2. Amounts Paid to Public Officials		
A. Vehicle License Fees <u>ESTIMATED</u>	\$ 358.90	(A)
B. Registration/Transfer/Titling Fees <u>ESTIMATED</u>	\$ 267.00	(B)
C. California Tire Fees <u>N/A</u>	\$ 8.75	(C)
D. Other <u>N/A</u>	\$ N/A	(D)
Total Official Fees (A through D)	\$ 633.75	(2)
3. Amount Paid to Insurance Companies		
(Total premiums from Statement of Insurance)	\$ N/A	(3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$ N/A	(4)
5. Subtotal (1 through 4)	\$54,163.85	(5)
6. Total Downpayment		
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$28,000.00	(A)
Vehicle 1 \$ <u>28,000.00</u> Vehicle 2 \$ <u>N/A</u>		
B. Total Less Prior Credit or Lease Balance (e)	\$31,212.91	(B)
Vehicle 1 \$ <u>31,212.91</u> Vehicle 2 \$ <u>N/A</u>		
C. Total Net Trade-In (A-B) (indicate if negative number)	\$ -3,212.91	(C)
Vehicle 1 \$ <u>3,212.91</u> Vehicle 2 \$ <u>N/A</u>		
D. Deferred Downpayment Payable to Seller	\$ N/A	(D)
E. Manufacturer's Rebate	\$ 1,000.00	(E)
F. Other <u>N/A</u>	\$ N/A	(F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ 8,000.00	(G)
Total Downpayment (C through G)	\$ 5,787.09	(6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)		
7. Amount Financed (5 less 6)	\$58,376.76	(7)

Term <u>72</u> Mos. or <u>60</u> Miles
Buyer <u>[REDACTED]</u>
Trade-In Vehicle(s)
1. Vehicle 1
Year <u>2017</u> Make <u>JAGUAR</u>
Model <u>PACE</u> Odometer <u>14,100</u>
VIN <u>[REDACTED]</u>
a. Agreed Value of Property \$ <u>28,000.00</u>
b. Buyer/Co-Buyer Retained Trade Equity \$ <u>N/A</u>
c. Agreed Value of Property Being Traded-In (a-b) \$ <u>28,000.00</u>
d. Prior Credit or Lease Balance \$ <u>31,212.91</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ <u>-3,212.91</u>
2. Vehicle 2
Year <u>N/A</u> Make <u>N/A</u>
Model <u>N/A</u> Odometer <u>N/A</u>
VIN <u>N/A</u>
a. Agreed Value of Property \$ <u>N/A</u>
b. Buyer/Co-Buyer Retained Trade Equity \$ <u>N/A</u>
c. Agreed Value of Property Being Traded-In (a-b) \$ <u>N/A</u>
d. Prior Credit or Lease Balance \$ <u>N/A</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ <u>N/A</u>
Total Agreed Value of Property Being Traded-In (1c+2c) \$ <u>28,000.00</u>
Total Prior Credit or Lease Balance (1d+2d) \$ <u>31,212.91</u>
Total Net Trade-In (1e+2e) \$ <u>-3,212.91</u>
(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [REDACTED]

Co-Buyer Sign [REDACTED]

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, you agree to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X [REDACTED] Seller Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

1. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge. How we will apply payments. We may apply each payment to the Finance Charge.

2. OTHER IMPORTANT AGREEMENTS

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. How we will apply payments. We may apply each payment to the Finance Charge.

Buyer Signs _____ Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer _____ Co-Buyer X _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLER/DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S _____ X _____ N/A _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is closed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make such a change.

Buyer Signature _____ Co-Buyer Signature X _____ N/A _____

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT TO REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature _____ Date 12/24/19 _____ Co-Buyer Signature X _____ N/A _____ Date N/A _____

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 Signature X _____ N/A _____ Address N/A _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor will pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ N/A _____ Date N/A _____ Guarantor X _____ N/A _____ Date N/A _____
Address N/A _____ Address _____

Seller Signs _____ Date 12/24/19 _____ By X _____ Title _____

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

Dealer Number 2100 Contract Number N/A R.O.S. Number [REDACTED] Stock Number [REDACTED]

Buyer Name and Address (Including County and Zip Code) [REDACTED] LA QUINTA, CA [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) JESSUP AUTO PLAZA 68111 E Palm Canyon Dr Cathedral City, CA 92234
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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 on the front and back of 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. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2020	CADILLAC XT5	15	[REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
6.79 %	\$ 15,338.28 (e)	\$ 58376.76 (e)	\$ 73715.04 (e)	\$ 5787.09 is \$ 79502.13 (e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
83	877.56	Monthly beginning 02/07/20
N/A	N/A	N/A
One final payment	877.56	01/07/27

STATEMENT OF INSURANCE
 NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [REDACTED]
 Co-Buyer [REDACTED]
 Seller X [REDACTED]

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 the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
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, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 84 Mos. JIM MORAN & ASSOC IA
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement
 Buyer Signs [REDACTED]

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 55,092.10 (A)
1. Cash Price Vehicle	\$ 55,092.10
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe <u>N/A</u>	\$ N/A
Describe <u>N/A</u>	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u>N/A</u>	\$ N/A (D1)
2. (paid to) <u>N/A</u>	\$ N/A (D2)
3. (paid to) <u>N/A</u>	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u>N/A</u>	\$ N/A (E1)
2. (paid to) <u>N/A</u>	\$ N/A (E2)
F. EV Charging Station (paid to)	\$ N/A (F)

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company <u>FIDELITY WARRANTY SRVCS</u>	Term <u>72</u> Mos. or <u>72,000</u> Miles
I2 Company _____	Term _____ Mos. or _____ Miles
I3 Company _____	Term _____ Mos. or _____ Miles
I4 Company <u>N/A</u>	Term _____ Mos. or _____ Miles
I5 Company _____	Term _____ Mos. or _____ Miles

G. Sales Tax (on taxable items in A through H) \$1,623.00 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC \$ 30.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) FUELITY \$ 2,500.00 (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 JP MORGAN CHASE Vehicle 2 N/A \$ N/A (J)
(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ 995.00 (K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (L)

M. Other (paid to) N/A \$ N/A (M)
For N/A

N. Other (paid to) N/A \$ N/A (N)
For N/A

Total Cash Price (A through N) \$ 63,530.10 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED \$ 358.00 (A)

B. Registration/Transfer/Titling Fees ESTIMATED \$ 267.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 633.75 (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. **Subtotal (1 through 4)** \$ 54,163.85 (5)

6. **Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ 28,000.00 (A)
Vehicle 1 \$ 28,000.00 Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ 31,212.91 (B)
Vehicle 1 \$ 31,212.91 Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) (indicate if negative number) \$ 3,212.91 (C)
Vehicle 1 \$ 3,212.91 Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ 1,000.00 (E)

F. Other N/A \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 8,000.00 (G)

Total Downpayment (C through G) \$ 5,787.09 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

7. **Amount Financed (5 less 6)** \$ 58,376.76 (7)

Buyer [REDACTED]

Trade-In Vehicle(s)

1. Vehicle 1
Year 2017 Make JAGUAR
Model PACE Odometer 50,128
VIN [REDACTED]

a. Agreed Value of Property \$ 28,000.00
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ 28,000.00
d. Prior Credit or Lease Balance \$ 31,212.91
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 3,212.91

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
d. Prior Credit or Lease Balance \$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ 28000.00*

Total Prior Credit or Lease Balance (1d+2d) \$ 31212.91*

Total Net Trade-In (1e+2e) \$ 3212.91*
(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs [REDACTED]

Co-Buyer Signs X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X [REDACTED] Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

OTHER IMPORTANT AGREEMENTS

1. **FINANCE CHARGE AND PAYMENTS**

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge. How we will apply payments. We may apply each expense, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle. We will apply the money from the sale, less allowed written notice of sale before selling the vehicle. If you do not redeem, we will sell the vehicle. We will send you a do not get it back. If you do not get it back, we will send you a

Buyer Signs X _____ Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer _____ Co-Buyer X _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S _____ X _____ N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a

Buyer Signature _____ Co-Buyer Signature X _____ N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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 BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature _____ 2/24/19 Co-Buyer Signature X _____ N/A Date _____ N/A

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 Signature X _____ N/A Address _____ N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ N/A Date _____ N/A Guarantor X _____ N/A Date _____ N/A

Address _____ N/A Address _____

Seller Signs JESSUP AUTO PLAZA Date 12/24/19 By X _____ Title _____

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

Dealer Number 2100 Contract Number N/A R.O.S. Number 02905938 Stock Number 20-4352

Buyer Name and Address (Including County and Zip Code) [REDACTED] LA QUINTA, CA [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) JESSUP AUTO PLAZA 68111 E Palm Canyon Dr Cathedral City, CA 92234
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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 on the front and back of 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. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2020	CADILLAC XT5	15	[REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
6.79 %	\$ 15,338.28(e)	\$ 58376.76 (e)	\$ 73715.04 (e)	\$ 5787.09 is \$ 79502.13(e)
(e) means an estimate				

STATEMENT OF INSURANCE
 NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
33	877.56	Monthly beginning 02/07/20
N/A	N/A	N/A
One final payment	877.56	01/07/27

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [REDACTED]
 Co-Buyer [REDACTED]
 Seller X [REDACTED]

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 the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
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, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 84 Mos. JIM MORAN & ASSOCIATES
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement
 Buyer Signs X [REDACTED]

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 55,092.10 (A)
1. Cash Price Vehicle	\$ 55,092.10
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe <u>N/A</u>	\$ N/A
Describe <u>N/A</u>	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u>N/A</u>	\$ N/A (D1)
2. (paid to) <u>N/A</u>	\$ N/A (D2)
3. (paid to) <u>N/A</u>	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u>N/A</u>	\$ N/A (E1)
2. (paid to) <u>N/A</u>	\$ N/A (E2)
F. EV Charging Station (paid to)	\$ N/A (F)

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company <u>FIDELITY WARRANTY SVCS</u>	Term <u>72</u> Mos. or <u>72,000</u> Miles
I2 Company _____	Term <u>N/A</u> Mos. or <u>N/A</u> Miles
I3 Company _____	Term <u>N/A</u> Mos. or <u>N/A</u> Miles
I4 Company <u>N/A</u>	Term <u>N/A</u> Mos. or <u>N/A</u> Miles
I5 Company <u>N/A</u>	Term <u>N/A</u> Mos. or <u>N/A</u> Miles

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC \$ 31.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) <u>FIDELITY</u>	\$ <u>2,500.00</u>	(I1)
2. (paid to) <u>N/A</u>	\$ <u>N/A</u>	(I2)
3. (paid to) <u>N/A</u>	\$ <u>N/A</u>	(I3)
4. (paid to) <u>N/A</u>	\$ <u>N/A</u>	(I4)
5. (paid to) <u>N/A</u>	\$ <u>N/A</u>	(I5)

J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 JP MORGAN CHASE Vehicle 2 N/A \$ N/A (J)
(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ 995.00 (K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (L)

M. Other (paid to) N/A \$ N/A (M)
For N/A

N. Other (paid to) N/A \$ N/A (N)
For N/A

Total Cash Price (A through N) \$ 53,530.10 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED \$ 358.00 (A)

B. Registration/Transfer/Titling Fees ESTIMATED \$ 267.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 633.75 (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 54,163.85 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):
Vehicle 1 \$ 28,000.00 Vehicle 2 \$ N/A \$ 28,000.00 (A)

B. Total Less Prior Credit or Lease Balance (e)
Vehicle 1 \$ 31,212.91 Vehicle 2 \$ N/A \$ 31,212.91 (B)

C. Total Net Trade-In (A-B) (indicate if negative number)
Vehicle 1 \$ 3,212.91 Vehicle 2 \$ N/A \$ 3,212.91 (C)

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ 1,000.00 (E)

F. Other N/A \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 8,000.00 (G)

Total Downpayment (C through G) \$ 5,787.09 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

7. Amount Financed (5 less 6) \$ 58,376.76 (7)

Buyer [REDACTED]

Trade-In Vehicle(s)

1. Vehicle 1
Year 2017 Make JAGUAR
Model PACE Odometer 50,128
VIN [REDACTED]

a. Agreed Value of Property \$ 28,000.00
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ 28,000.00
d. Prior Credit or Lease Balance \$ 31,212.91
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 3,212.91

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
d. Prior Credit or Lease Balance \$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ 28000.00*

Total Prior Credit or Lease Balance (1d+2d) \$ 31212.91*

Total Net Trade-In (1e+2e) \$ 3212.91*

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Sign [REDACTED]

Co-Buyer Signs X N/A ✓

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X [REDACTED] Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

1. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge. How we will apply payments. We may apply each

Buyer Signs _____ Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to another party will apply.

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FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S _____ X _____ N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a change.

Buyer Signature _____ Co-Buyer Signature X _____ N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle, subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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 BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature _____ 2/24/19 Co-Buyer Signature X _____ Date N/A

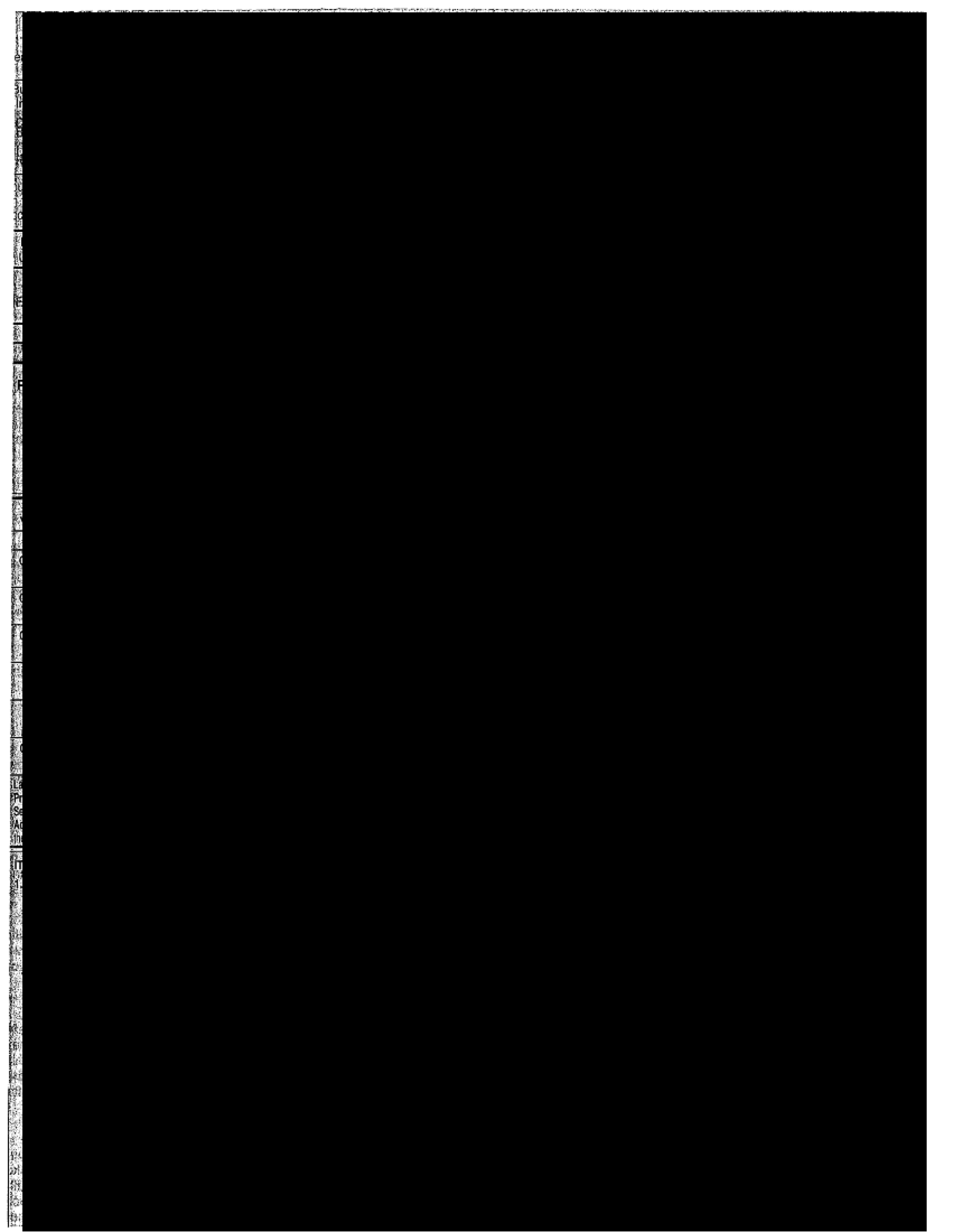
Co-Buyers and Other Owners _____ responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address N/A

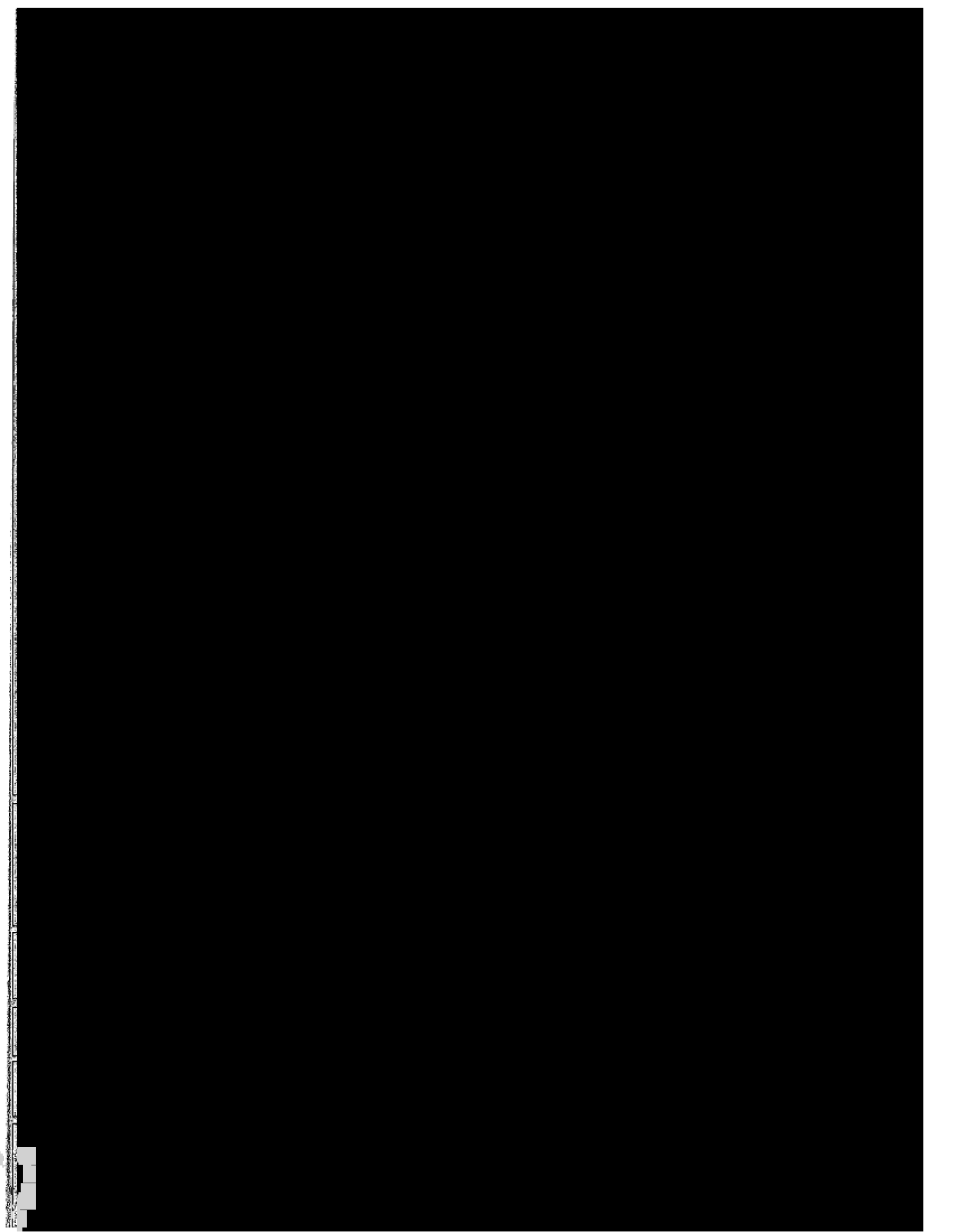
GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

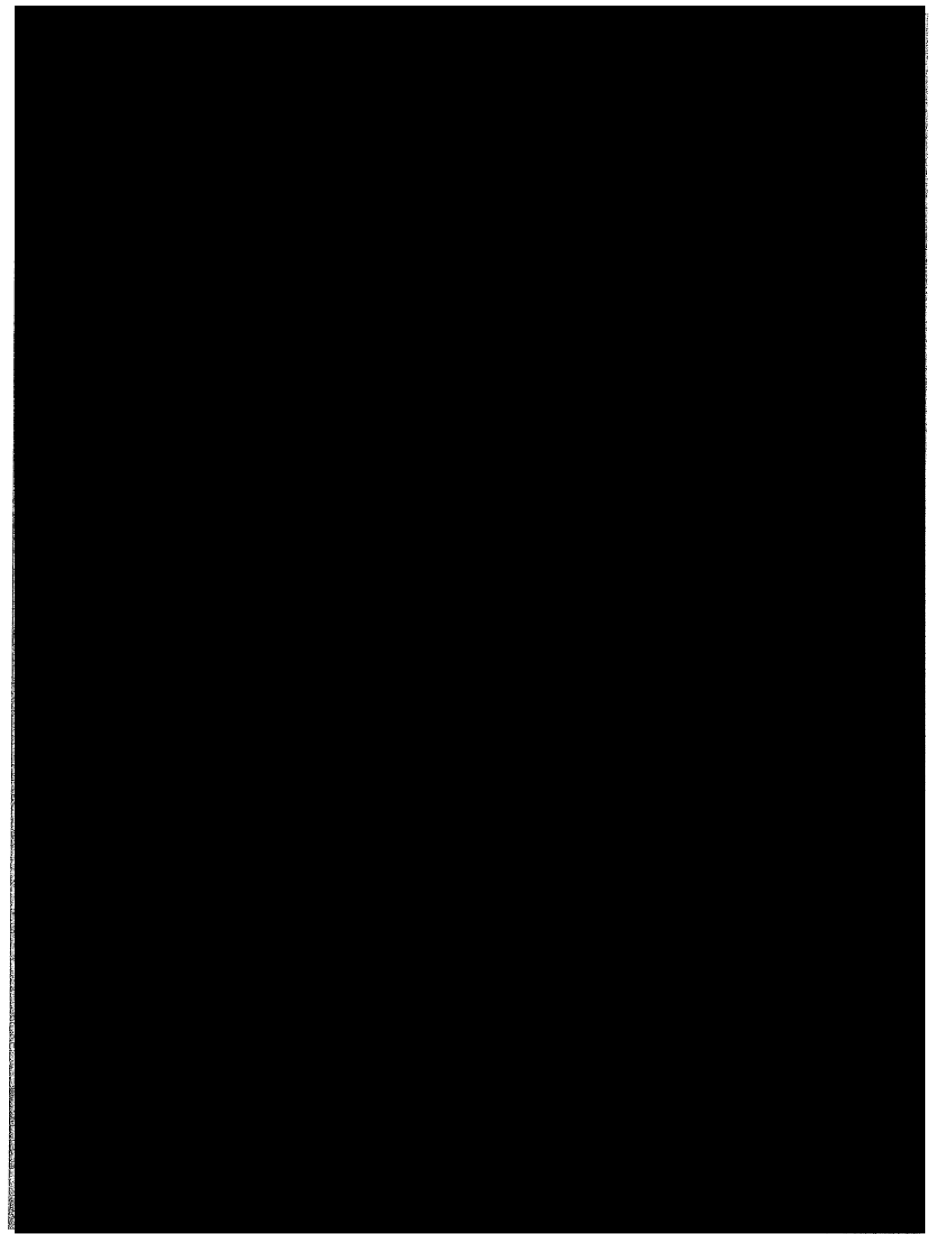
Guarantor X _____ Date N/A Guarantor X _____ Date N/A
Address N/A Address _____

Seller Signs JESSUP AUTO PLAZA Date 2/24/19 By X _____ Title _____



11
12





STATE OF CALIFORNIA - DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

TYPE VEHICLE USE AUTOMOBILE		REGISTRATION VALID FROM 12/24/2019 TO 12/26/2020		TYPE 11	LICENSE NUMBER [REDACTED]		ENGINE NUMBER		
VEHICLE IDENTIFICATION NUMBER [REDACTED]		MAKE CADI	VLF CLASS PQ	*YR [REDACTED]	YR MODEL 2020	TYPE VEH 110	DATE ISSUED 01/03/2020		
BODY TYPE MODEL UT		YEAR FIRST SOLD 2019		MP G	AXLE [REDACTED]	WC [REDACTED]	UNLADEN/G/CGW [REDACTED]	TOTAL FEES PAID \$ 627.00	CC/ALCO 33
STICKER ISSUED [REDACTED]		PRIOR HISTORY [REDACTED]		PIC 4	DATE FEES RECEIVED 01/03/2020		OFFICE/TECH ID/SEQ [REDACTED]	MISC/EQ NO [REDACTED]	

STICKER INSTRUCTIONS

- 1) CLEAN SURFACE - SCRAPE OFF ACCUMULATED STICKERS (WILL NOT STICK IF WET OR DIRTY).
 - 2) PEEL STICKER FROM BACKING BY BENDING SHEET AT 'PEEL HERE' LINE.
 - 3) PLACE STICKER ON REAR PLATE AS SHOWN BELOW.
- EXCEPT: TRUCK TRACTORS AND COMMERCIAL VEHICLES WITH A DECLARED GROSS VEHICLE WEIGHT OF 10,000 LBS OR MORE-MUST APPLY STICKER TO FRONT PLATE.

REGISTERED OWNER

[REDACTED]

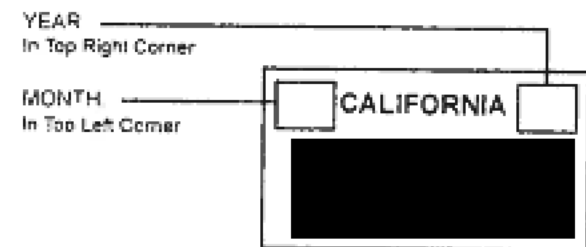
LA QUINTA CA [REDACTED]
 LIENHOLDER
 TD AUTO FIN LLC
 PO BX 675

WILMINGTON OH 45177



[REDACTED]

[REDACTED]



(Important Instructions on Reverse Side)

**BBB AUTO LINE
Customer Claim Form**

Case number: [REDACTED]
Contact date: 08/13/20
Start date: 08/14/20

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: LA QUINTA	State: CA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Cadillac	Model: XT5	Year: 2020	Current mileage: 8640
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: JESSUP AUTO PLAZA, CATHEDRAL CITY, CA, CA			
Primary Servicing dealer/city/state: Jessup Auto Plaza,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is your vehicle Certified Pre-Owned? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
Purchase/lease date: 12/24/19		Mileage at purchase/lease: 15	
First repair attempt date: 06/09/20		First repair attempt mileage: 6561	
How often is the vehicle used for business purposes (percentage):	%	Number of vehicles registered in California by vehicle owner/lessee:	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Date of sale or termination of lease:
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I waited for my first oil change to have my defective Radio and Back up serviced supposedly updated. Problems persisted and worsened. In service for 2 12 days-cannot fix GM is aware of issue with NO date for software. Distracted driving-safety issues I would like GM Buyback-refund me, no penalt

Please complete the missing information [REDACTED] on page 2.

VEHICLE IDENTIFICATION NUMBER [REDACTED]

Lienholder/Leasing Company TD AUTO FINANCE LLC Phone Number 800-556-8172

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Electrical-Radio stuck on loading not performing	Jessup Auto Plaza Service	2	6/9/2020 6561 miles 1 day Waited for first oil service to complain 8/5/2020 8396 miles 2.5 days	yes
Electrical-Back up screen goes blank-black-flashes	Jessup Auto Plaza Service	2 one	8/05/2020 8501 miles 2.5 days GM working on update-no date announced	yes
New Issue Back up screen goes PINK then black	Jessup Auto Plaza Service		Pending appointment 8/19/2020 Safety issue - near miss pedestrians backing up - screen black	yes
New Issue Navigation stopped - SD card removed	Jessup Auto Plaza Service		Pending appointment 8/19/2020	yes
Whining noise comes from car. Tighten Windshield	Jessup Auto Plaza Service	2 one	8/5/2020 8501 miles. Forgot to mention on first oil change.	yes
Radio still malfunctions-defective in various ways	Jessup Auto Plaza Service	2	6/9/2020 6561 miles 1 day Waited for first oil service to complain 8/5/2020 8396 miles 2.5 days	yes

Total days out of service for all problems: 3.5 Days Not including Pending Service on 8/19/2020



Signature of Titled Owner [REDACTED]

I am submitting this dispute under the BBB AUTO LINE Arbitration Rules.

Date 8/18/2020

I agree to arbitrate the dispute

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700**

[REDACTED]
[REDACTED]
[REDACTED] La Quinta, CA. [REDACTED]
[REDACTED]

Mr. William Clopton
BBB Auto Line
3033 Wilson Blvd, Suite 600
Arlington, Va, 22201
DATE: 8/18/2020
RE: General Motors **BUY BACK DEMAND** 2020 Cadillac XT5
CASE: [REDACTED]

Dear Mr. Clopton,

Thank you for your impeccable follow through with my case with BBB Auto Line. I have attached the signed BBB form and back up material requested. I will update with any new services to car.

On August 10, 2020, I submitted a complaint to General Motors, Case [REDACTED] with regard to my CUE system and the constant failure of the backup monitor. On August 5, 2020, Jessup Service Department could not fix the defect, as it is a G.M. software issue, with no available date.

On August 11, 2020, I received a call from Suzanne with GM Customer Engagement Division. Suzanne was going to research and keep in touch with me. She stated that if approved the choice would be a Buyback-refund or replacement. I am requesting a Buyback Refund.

On August 18, 2020, I received a call from Jane with GM and she will handle the case because of the BBB involvement. Jane's number is 866-790-5600 x 5924050. Another contact is Liliana on x 5914411. The case remains open.

Kindly review my paperwork and let me know if I need any additional documentation. I have included color copies to show how the back up and now forward screen turns pink and black. I hope this can be quickly resolved as it is extremely distracting and is a huge safety concern, since I had a near pedestrian miss on 8/12/2020, photos included.

Thank you for your time and consideration.

Best Regards,
[REDACTED]
[REDACTED]

██████████ Cadillac XT5 2020

Gary Moscarello, M.D.

11/10/2014 Physical Therapy and Doctor's Work Certificate

██████████ Rear Ended by another driver

Doctor states limited driving due to limited rotation of neck.

Since 1990 Patient ██████████ has had deteriorating disc 3,4 and 5 issues. Now affecting disc 6.

Note: I have had deteriorating neck discs 3,4,5 since the early 90's. Dr. Moscarello has my records as well as an MRI performed at UCLA. Here is information when I was rear ended and his statement about my limited rotation of neck.

With the Cadillac back up features going blank, black and Pink, it is a safety issue now.



CONGRESS MEDICAL ASSOCIATES
ORTHOPAEDIC SURGERY
289 W. HUNTINGTON DR. SUITE 103
ARCADIA, CA 91007
TEL (626) 821-0707 FAX (626) 821-0239

GARY M. MOSCARELLO, M.D.
JOHN T. QUIGLEY, M.D.
BRADFORD H HACK, M.D.
RISHI GARG, M.D.
JOE Y.B. LEE, M.D.
STEVEN D. LIN, M.D.
PAMELA C. LUK, M.D.

Date: 11/10/2014

Patient Name: ██████████

Date of Birth: ██████████

Doctors Work Certificate

Effective Date: 11/10/2014

- Patient may return to work w/o restrictions.
- Patient may return to work with restrictions.
- Patient is to remain off work due to orthopaedic medical condition until
-

RESTRICTIONS: LIMIT DRIVING AS MUCH AS POSSIBLE DUE TO LIMITED ROTATION OF NECK



Should you have any questions regarding this Doctors certificate, please contact our office.

Signature of Attending Physician: ██████████
Gary M. Moscarello, M.D.
Date: 11/10/2014 2:37:24 PM



*Email to Jessup General Manager 1/2
and Dan Jessup, owner
No response.*

G.M. Motors

1 message

Thu, Aug 13, 2020 at 4:54 PM

To: Ali Syed <alisyed@jessupautoplaza.com>
Cc: danjessup@jessupautoplaza.com
Bcc: [REDACTED]

Hello Ali,

I wanted to give you a heads up with regard to some General Motors defects I have been experiencing with my Cad XT5 and let you know it has nothing to do with Jessup Service Dept, but a GM Malfunction with the back up and radio system.

After I had my car a month or so, I noticed the radio was not performing as expected and had several glitzes. I thought I would address them with my first oil change. When I brought my car into Jessup Service in June, my system was 'updated'. It seemed better but then the back up system kept going blank/black in reverse which was very distracting. The radio would still be in a 'search' mode and once I got it to work, the display would say an artist name, but a completely different song. I have been taking pictures of all this and will attach; you take a look and tell me if this is fair for a new vehicle.

I made an appointment on Wednesday 8/5/2020 for the defective backup and radio. I picked up my car 2 1/2 days later; Unfortunately, the issue was not fixable and it is a GM software issue with no ETA.

On Saturday 8/8/2020, while shopping, the backup was flashing PINK, flashing off and on black. As I was backing up, I did not see 2 shoppers walk in the back of the car. Anyway, at any given time the screen goes from Pink to Black. Also, on the error code went on with the SD Card issue. This is all too distracting and a safety issue. I have always owned upscale vehicles with backup systems since I have limited mobility in my neck since the late 80's.

John King kindly gave me an appointment on 8/18/2020 to check the SD issue out.

I have reached out to GM Customer Engagement CASE # [REDACTED] and they are working on a resolution and will keep in contact with me to let me know the outcome. I will let you know.






I was advised to submit a Better Business Bureau complaint; Included was the dealership information, but my request was for General Motors to address this issue, since they cannot provide the software and these problems fail to meet specifications and performance as expected - from the very beginning of owning this new vehicle. After researching on the internet, this is not the first time GM has had complaints with regard to the CUE system and I don't think the system will ever correct itself. Had this information been disclosed to me, I would have never purchased the Cadillac.

2/2

Thank you,



3 attachments

-  **Saturday 8-12-2020 Pink Screen and Back up Safety Issues to John King Jessup Auto.pdf**
795K
-  **PINK TO BLACK SCREEN OUT [REDACTED] 2020 Cadillac XT5.pdf**
305K
-  **SD CARD ERROR [REDACTED] 2020 CADILLAC XT5.pdf**
262K

Jessup Auto Plaza, Palm Springs, CA

CAR REPAIR APPT: Wednesday 8/5/2020

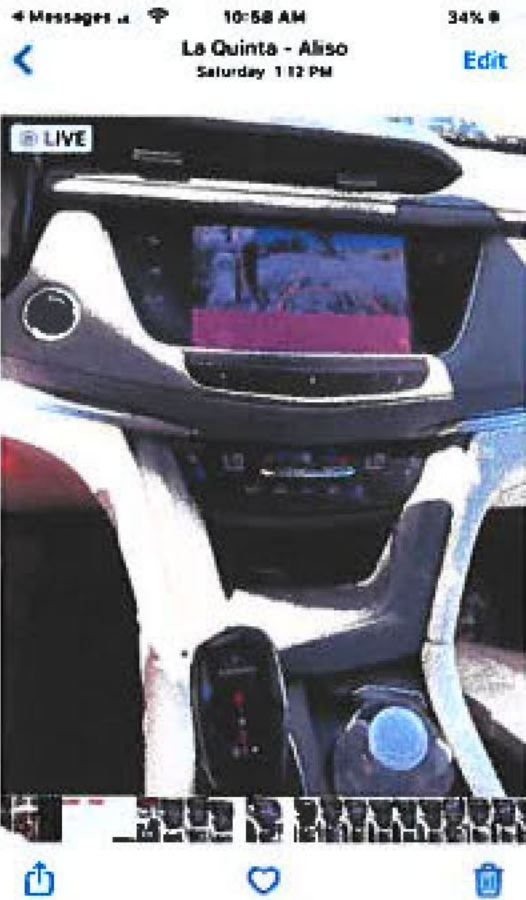
Return Rental: Friday 8/7/2020

DIAGNOSES: Issue not fixed. General Motors aware of Software Problem. Wait time: 2 months

SATURDAY 8/8/20 NEW PROBLEM - Screen now turning Pink, Reverse Black off & on

Sat 8/8/20 See shots @ 1:17pm In reverse, black screen, then picture, then black. **This is a safety issue**

Sat 8/12/20 1:12pm La Quinta
Screen now PINK



Sat 8/12/20 1:17pm La Quinta
Reverse - Black Screen



Sat 8/12/20 1:17pm La Quinta
Screen opens, 2 pedestrians



Sat 8/12/20 1:17pm Screen was black, then flashed on.
I was backing up, keeping my eye on a girl sitting on
the curb texting. I did not see these 2 pedestrians



all this in
ONE
MINUTE

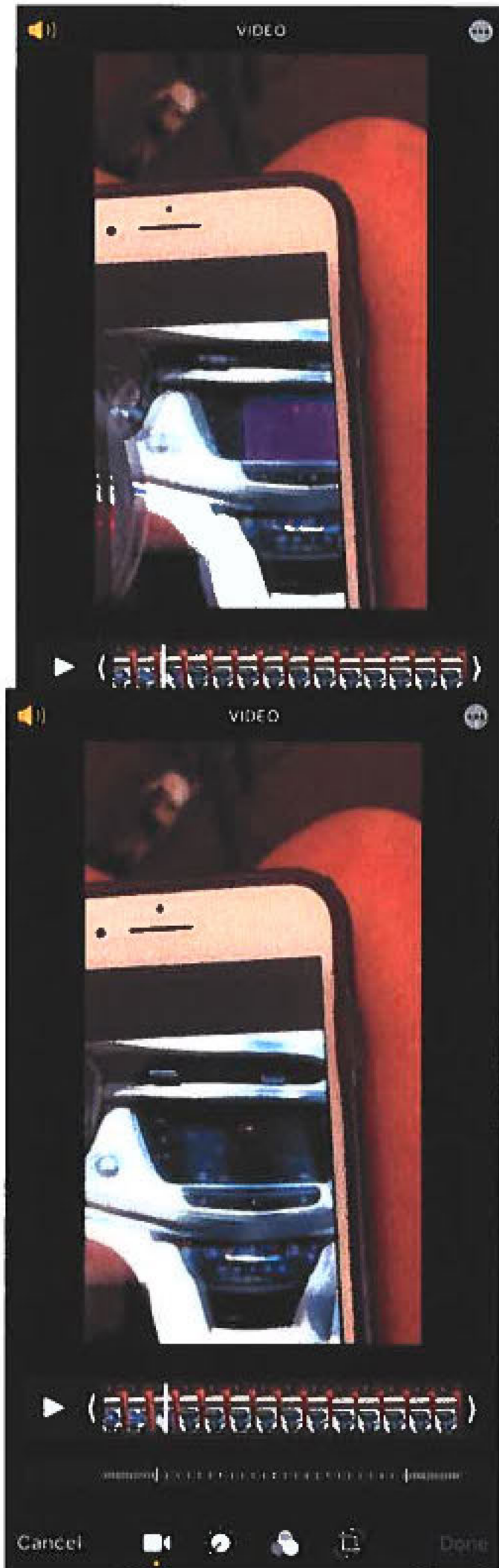
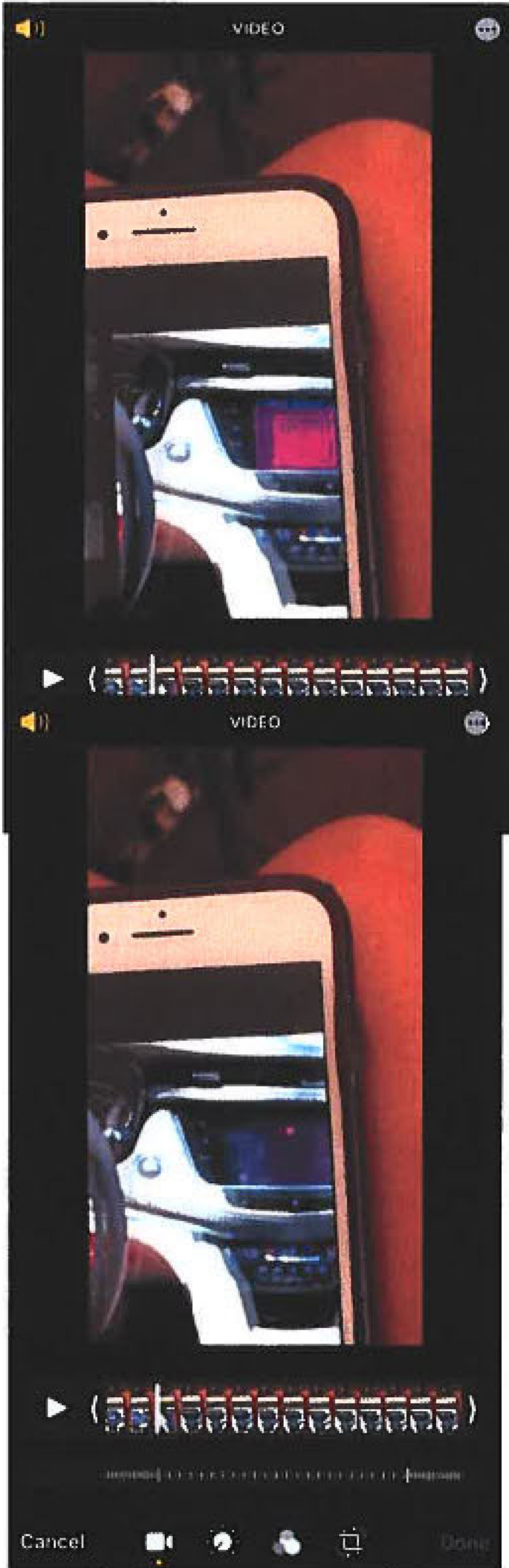
Sat 8/12/20 1:17pm Within seconds
the screen blacked out again



2020 Cadillac XT5

Monday 8/10/2020

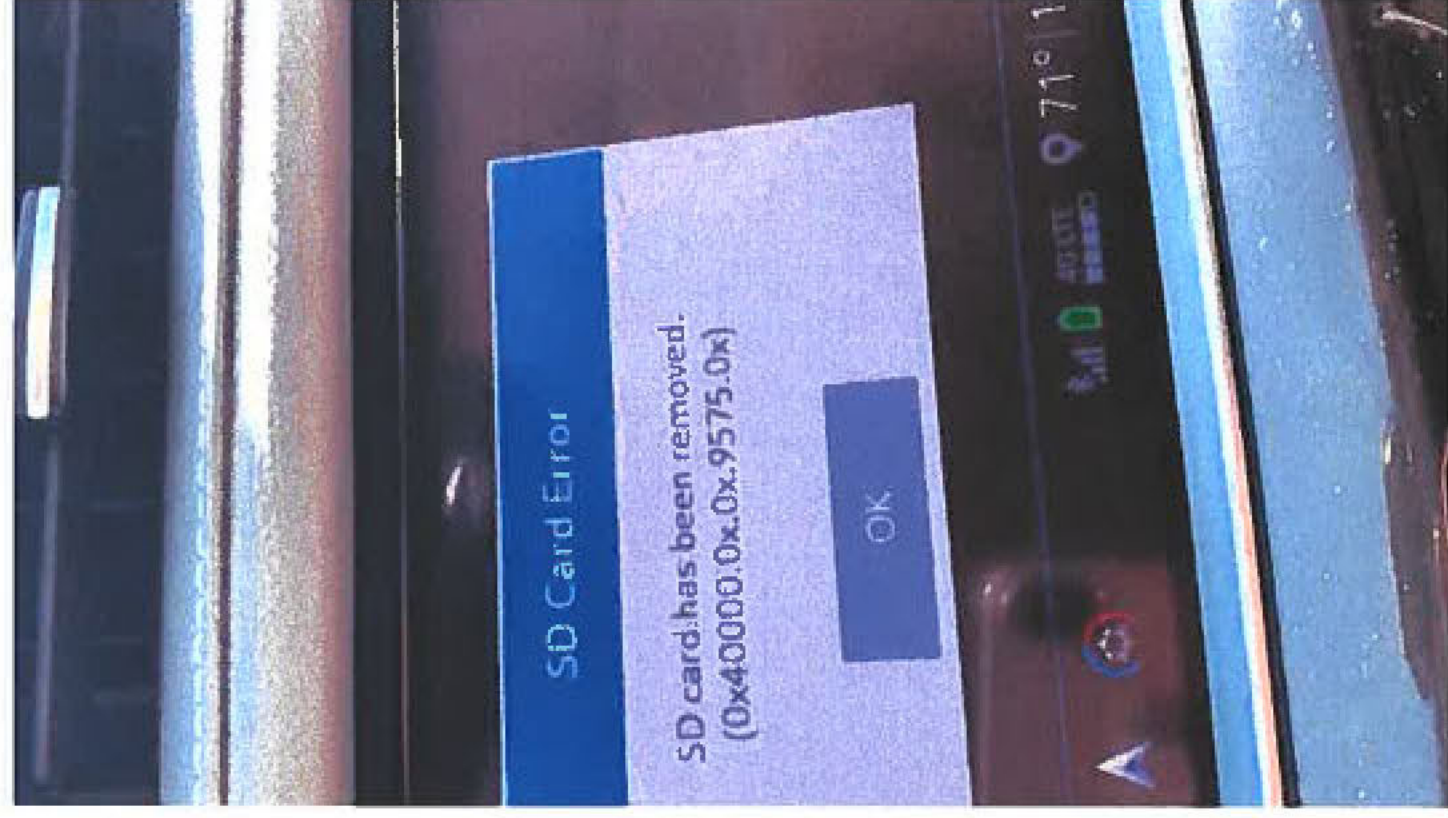
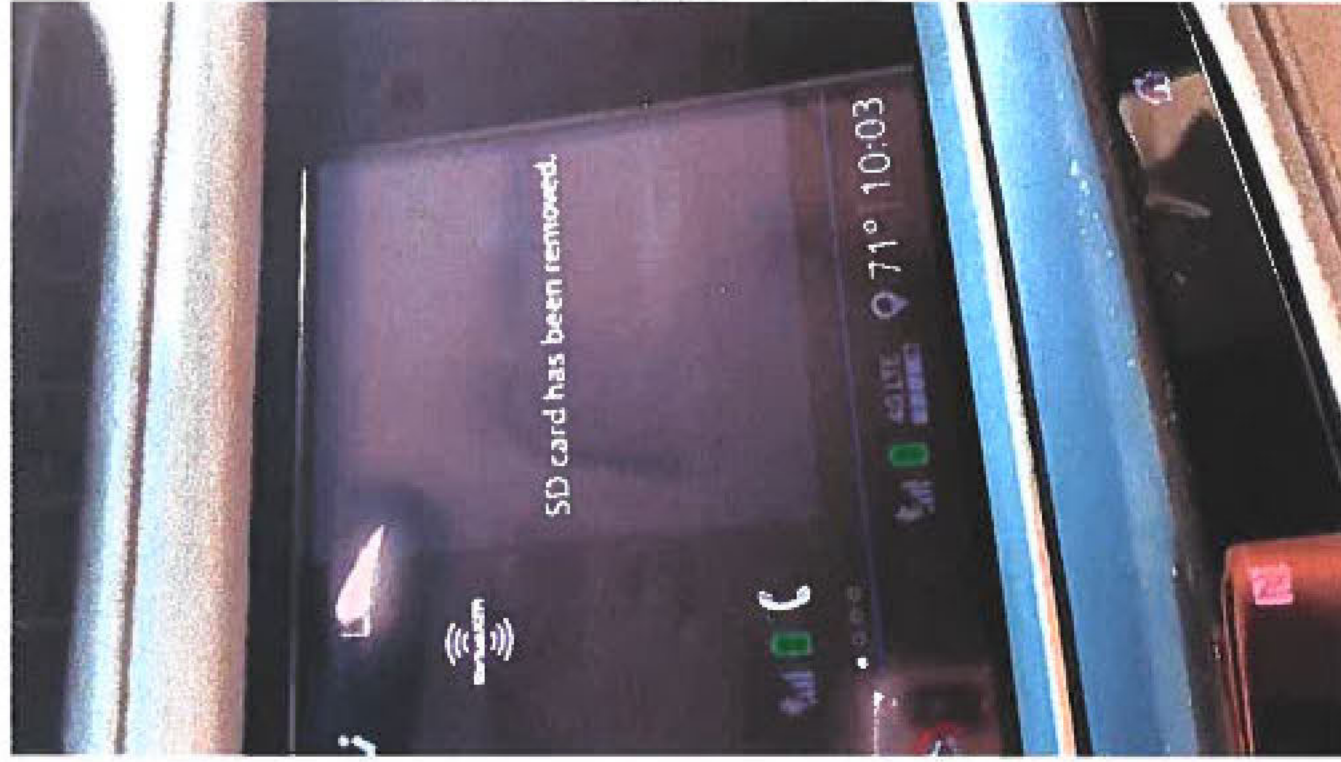
NEW ISSUE – PINK TO BLACK



2020 CADILLAC XT5

SD CARD HAS BEEN REMOVED ERROR

Tuesday 8/11/2020





*Email to John King, Service advisor 1/3
Jessup Auto Plaza
NEW APPOINTMENT 8/19/2020*

Re: [REDACTED] **New Car Issues**

1 message

John King <johnking@jessupautoplaza.com>

Thu, Aug 13, 2020 at 3:42 PM

To: [REDACTED]
Cc: Ron Austin <ronaustin@jessupautoplaza.com>

No problem, see you then.

On Thu, Aug 13, 2020 at 3:18 PM [REDACTED]

Thank you for your follow up email John. See you Wednesday.

Thank you,

[REDACTED]

On Thu, Aug 13, 2020 at 3:17 PM John King <johnking@jessupautoplaza.com> wrote:
I made your appointment for Wednesday and I am holding you a loaner.

On Thu, Aug 13, 2020 at 3:07 PM [REDACTED] wrote:

Hi John,

I'll be returning to the desert and wanted to bring my car in on 8/18/2020 Wednesday, if possible.

I realize GM has no date for the new software to fix my defective back up system and radio, but I was concerned with the new warning ... "SD CARD HAS BEEN REMOVED". Not sure what that means and wanted service to check it out. And of course the screen turning Pink. I know it is through no fault of the service department.

I don't think I will have any issues driving it back to the desert that way. I'm in LA and don't do much driving around here.

I also reached out for GM Customer Engagement and the case number is [REDACTED]

Let me know if that date works for you, if not any date but Friday AM works for me. Kindly arrange a rental car.

Thank you,

[REDACTED]

2/3

On Tue, Aug 11, 2020 at 12:49 PM [REDACTED]

Here is the newest problem today 8/11/2020- SD CARD HAS BEEN REMOVED Error Code.

I have no idea what that means; am sure I won't have a problem driving. Also on 8/10/20 pictures of how the screen goes from pink to black.

I am in La for a week for my daughters birthday and returning on 8/18.

We should make an appointment for that 8/18/2020 if possible.

Thank you,

[REDACTED]

On Tue, Aug 11, 2020 at 12:17 PM John King <johnking@jessupautoplaza.com> wrote:

Ok Thank you so much for the pictures. I'll Get with Ron and I'll get back to you a little later on

On Tue, Aug 11, 2020 at 12:15 PM [REDACTED] wrote:

Hi John,

I'm having new issues with the software. After service on 8/5/2020; then on Saturday 8/8/2020 the Cad XT5 began showing a PINK screen and in reverse black out - off and on.

I was at Bed Bath & Beyond and there was a young girl taking a break, sitting on a curb under a tree texting. Of course, my screen was black, so I was watching her while backing out, my screen had vision again and 2 pedestrians had walked right in back of my car, I noticed them afterward off to the side. Then the screen went black again.

It's extremely distracting to drive like this, and to say the least, a safety issue!

this all happened in ONE minute @ 1:17. I made screenshots with the time and day stamp.

Note: NEW ISSUE TODAY - 8/11/2020 Navigation error SD CARD HAS BEEN REMOVED

I will send a new email with that issue, as it takes some time to load up photos and organize.

Thank you,

3/3



--
John King
Service Adviser
(760)328-9999 ext 4586
johnking@jessupautoplaza.com

--
John King
Service Adviser
(760)328-9999 ext 4586
johnking@jessupautoplaza.com

--
John King
Service Adviser
(760)328-9999 ext 4586
johnking@jessupautoplaza.com



CHEVROLET
BUICK GMC

68-111 East Palm Canyon Dr - Cathedral City, CA 92234
(760) 328-9999 - Fax: (760) 321-4670

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
6/09/20.	
R/O Close Date	Status
6/09/20	Pre-Invoice
Mileage In	Mileage Out
6561	6561
Service Advisor / Tag #	
John King/8812	

EPAN# CAR 000107532

BAR# ARD 00000856

[Redacted]		Work Phone	[Redacted]
LA QUINTA, CA [Redacted]		Home Phone	[Redacted]
Year	Make	Model	Body
2020	CADILLAC	XT5	FWD 4DR PREMIUM L
		Delivery Date	In-Service Date
		12/24/19	12/24/19
		Color	License Number
		CRYSTAL WH	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Tech: FERNANDO OROZCO (342) ROTATED TIRES.	Warranty

#7 - 07CDZ: BODY ELECTRICAL CUSTOMER STATES WHEN TURNING THE RADIO TO A STATION IT WILL DISPLAY LOADING AND NOTHING HAPPENS, ALSO WHEN DRIVING A MESSAGE COMES ON DISPLAY THAT SAYS ENTER PASSCODE SO SHE ENTER 1951 AND THE SCREEN WILL GO TO A LOADING SCREEN Caused by no codes however found tsb 19na269 radio over the air update cked found it never uploaded into ve hwill need to use sps to update radio Tech: GEORGE (880) perform usb update as per tsb 80zn43257759	Warranty



TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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 hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

All parts are new, unless specified otherwise

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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R/O Open Date	R/O Number
6/09/20	
R/O Close Date	Status
6/09/20	Pre-Invoice
Mileage In	Mileage Out
6561	6561
Service Advisor / Tag #	
John King/8812	

EPA# CAR 000107532

BAR# ARD 00000856

LA QUINTA, CA			Work Phone	Vehicle Identification Number	
			Home Phone	Delivery Date	In-Service Date
				12/24/19	12/24/19
Year	Make	Model	Body	Color	License Number
2020	CADILLAC	XT5	FWD 4DR PREMIUM L	CRYSTAL WH	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: [REDACTED]	
#3 - 00CDZPSI: TIRE PRESSURE CHECK AND INFLATE TIRES AS STATED ON TIRE PRESSURE REFERENCE	
#4 - 00CDZ27INS: MULTI POINT INSPECTION PERFORM MULTI POINT INSPECTION AS PER CHECK SHEET	
#5 - 0WLOFCAD: CADILLAC MAINTENANCE PLANLUBE, OIL AND FILTER REPLACEMENT OIL LIFE 15% Caused by DUE TO TIME, MILEAGE, OR OIL LIFE MONITOR. Tech: FERNANDO OROZCO (342) Installed 19383806 :SL-N-FILTER (01836-BOPCKT) Qty: 1 Installed 88865639 :N-OIL (08800-BOPCK) Qty: 6 DRAINED OIL, REMOVED AND REPLACED OIL FILTER, FILLED WITH NEW OIL AND RESET OIL LIFE MONITOR.	Warranty Warranty Warrant
#6 - 00CDZ2263: WARRANTY TIRE ROTATION ROTATE TIRES, INSPECT TIRE WEAR & ADJUST PRESSURES RELEARN TIRE PRESSURE MONITOR Caused by DUE TO TIME/MILEAGE.	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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 hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

All parts are new, unless specified otherwise

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



68-111 East Palm Canyon Dr - Cathedral City, CA 92234
 (760) 328-9999 - Fax: (760) 321-4670

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:30 p.m.
 Monday - Friday
 8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
6/09/20	
Time Received	Time Promised
10:34	6/09 14:00
Current Mileage	Mileage Out
6561	
Estimate of Repairs	Service Advisor / Key Tag #
	John King/8812

EPA#: CAR 000107532

BAR#: ARD 00000856

Work Phone		Vehicle Identification Number			
Home Phone		Delivery Date	In-Service Date		
		12/24/19	12/24/19		
Year	Make	Model	Body	Color	License Number
2020	CADILLAC	XT5	FWD 4DR PREMI	CRYSTAL WH	

Email: [REDACTED]

FIDELITY WARRANTY SRVCS 72000 or 12/24/25 Ded 0

- #3 - 00CDZPSI: TIRE PRESSURE
CHECK AND INFLATE TIRES AS STATED ON TIRE PRESSURE REFERENCE W
W
- #4 - 00CDZ27INS: MULTI POINT INSPECTION
PERFORM MULTI POINT INSPECTION AS PER CHECK SHEET W
W
- #5 - 0WLOFCAD: CADILLAC MAINTENANCE PLAN
LUBE, OIL AND FILTER REPLACEMENT W
OIL LIFE 15% W
- #6 - 00CDZ2263: WARRANTY TIRE ROTATION
ROTATE TIRES, INSPECT TIRE WEAR & ADJUST W
PRESSURES W
RELEARN TIRE PRESSURE MONITOR W
- #7 - 07CDZ: BODY ELECTRICAL W
CUSTOMER STATES WHEN TURNING THE RADIO TO A W
STATION IT WILL DISPLAY LOADING AND NOTHING W
HAPPENS, ALSO WHEN DRIVING A MESSAGE COMES ON W
DISPLAY THAT SAYS ENTER PASSCODE SO SHE ENTER W

Once the services on your vehicle have been completed, General Motors may send a survey via email asking how we've performed. We sincerely hope that we have met your expectations, a score of **completely satisfied** would be much appreciated. If for any reason you do not feel you can answer **completely satisfied**, Please contact our Service manager Ron Austin 760-328-9999 EXT 4752, Or email ronaustin@jessupautoplaza.com

ALL PARTS NEW, UNLESS SPECIFIED OTHERWISE.



CHEVROLET
Cadillac BUICK GMC

68-111 East Palm Canyon Dr - Cathedral City, CA 92234
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R/O Open Date	R/O Number
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10:34	6/09 14:00
Current Mileage	Mileage Out
6561	
Estimate of Repairs	Service Advisor / Key Tag #
	John King/8812

EPA# CAR 000107532

BAR# ARD 00000856

[REDACTED]		Work Phone		Vehicle Identification Number	
LA QUINTA, CA		[REDACTED]		[REDACTED]	
[REDACTED]		Home Phone		Delivery Date	
[REDACTED]		[REDACTED]		12/24/19	
[REDACTED]		[REDACTED]		12/24/19	
Year	Make	Model	Body	Color	License Number
2020	CADILLAC	XT5	FWD 4DR PREMI	CRYSTAL WH	
[REDACTED]					

1951 AND THE SCREEN WILL GO TO A LOADING SCREEN

W

Total Estimate: .00



Once the services on your vehicle have been completed, General Motors may send a survey via email asking how we've performed. We sincerely hope that we have met your expectations, a score of **completely satisfied** would be much appreciated. If for any reason you do not feel you can answer **completely satisfied**, Please contact our Service manager Ron Austin 760-328-9999 EXT 4752, Or email ronaustin@jessupautoplaza.com

ALL PARTS NEW, UNLESS SPECIFIED OTHERWISE.



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SERVICE DEPARTMENT HOURS
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R/O Open Date	R/O Number
8/05/20	
R/O Close Date	Status
8/07/20	Pre-Invoice
Mileage In	Mileage Out
8396	8396
Service Advisor / Tag #	
John King/9579	

EPA#: CAR 000107532

BAR#: ARD 00000856

[REDACTED]		Work Phone	[REDACTED]	
LA QUINTA, CA		Home Phone	[REDACTED]	
Year		Make	Model	Body
2020	CADILLAC	XT5	FWD 4DR PREMIUM L	CRYSTAL WH
Delivery Date		In-Service Date		License Number
12/24/19		12/24/19		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
DRIVING THE RADIO SCREEN WILL GO BLANK. SEE ATTACHED PHOTOS AND ADVISE Caused by found tsb pit5754 gm is working on an update it isn't ready yet Tech: GEORGE (880) waiting for update from gm no date announced <hr style="border: 1px solid green;"/>	Warranty



TERMS STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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 hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

All parts are new, unless specified otherwise

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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8/07/20	Pre-Invoice
Mileage In	Mileage Out
8396	8396

EPA#: CAR 000107532

BAR#: ARD 00000856

LA QUINTA, CA		Work Phone	Vehicle Identification Number		
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			12/24/19	12/24/19	
Year	Make	Model	Body	Color	License Number
2020	CADILLAC	XT5	FWD 4DR PREMIUM L	CRYSTAL WH	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: [REDACTED]	
#4 - 00CDZPSI: TIRE PRESSURE CHECK AND INFLATE TIRES AS STATED ON TIRE PRESSURE REFERENCE TIRE PRESSURES CHECKED AND SET TO THE FOLLOWING FRONT TIRES SET TO 35 REAR TIRES SET TO 35	
#5 - 00CDZ27INS: MULTI POINT INSPECTION PERFORM MULTI POINT INSPECTION AS PER CHECK SHEET MULTI POINT INSPECTION COMPLETED	
#6 - 03CDZ: STEERING/SUSPENSION CUSTOMER STATES THAT AT FREEWAY SPEEDS THERE IS A WHINING NOISE COMING FROM THE SIDES OF THE CAR CHECK AND ADVISE Caused by rd tested veh a couple times did not hear such a noise, but seemed to be a bit of noise around upper windshield will have resealed Tech: GEORGE (880) Work performed by 21506 : 62126 sublet reseal around windshield	Warranty Warranty
#7 - 07CDZ: BODY ELECTRICAL CUSTOMER STATES AT TIMES WHEN BACKING UP OR	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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 hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

All parts are new, unless specified otherwise

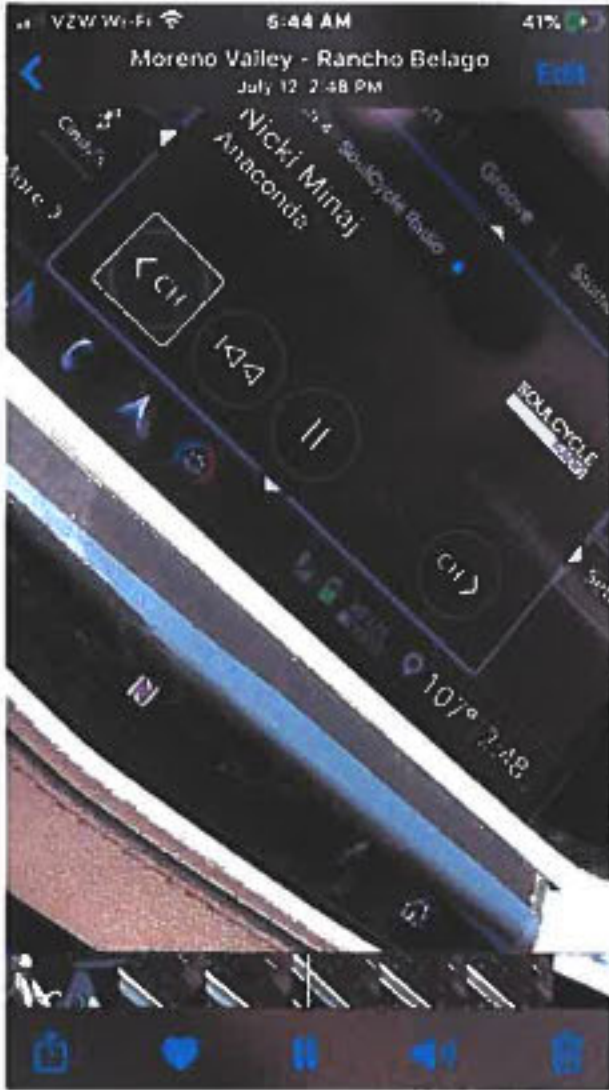
LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

JULY 12, 2020 Soul radio Niki Menage on screen, Black eye Peas song 2:48pm

July 12, 2020 The Blend Fleetwood Mac on screen, Madona playing 2:50



July 28 On going problem, cannot adjust station with turn dial.. different days



July 31 Friday NO REVERSE BACK UP DISPLAY

July 26 La Quinta No Back up Display

LA area



Monday 8/3/2020 No Reverse Back up displayed L A Area. See shift on reverse.

Jessup Auto Plaza, Palm Springs, CA

CAR REPAIR APPT: Wednesday 8/5/2020

Return Rental: Friday 8/7/2020

DIAGNOSES: Issue not fixed. General Motors aware of Software Problem. Wait time: 2 months

SATURDAY 8/8/20 NEW PROBLEM - Screen now turning Pink, Reverse Black off & on

Sat 8/8/20 See shots @ 1:17pm In reverse, black screen, then picture, then black. **This is a safety issue**

Sat 8/12/20 1:12pm La Quinta
Screen now PINK



Sat 8/12/20 1:17pm La Quinta
Reverse - Black Screen



Sat 8/12/20 1:17pm La Quinta
Screen opens, 2 pedestrians

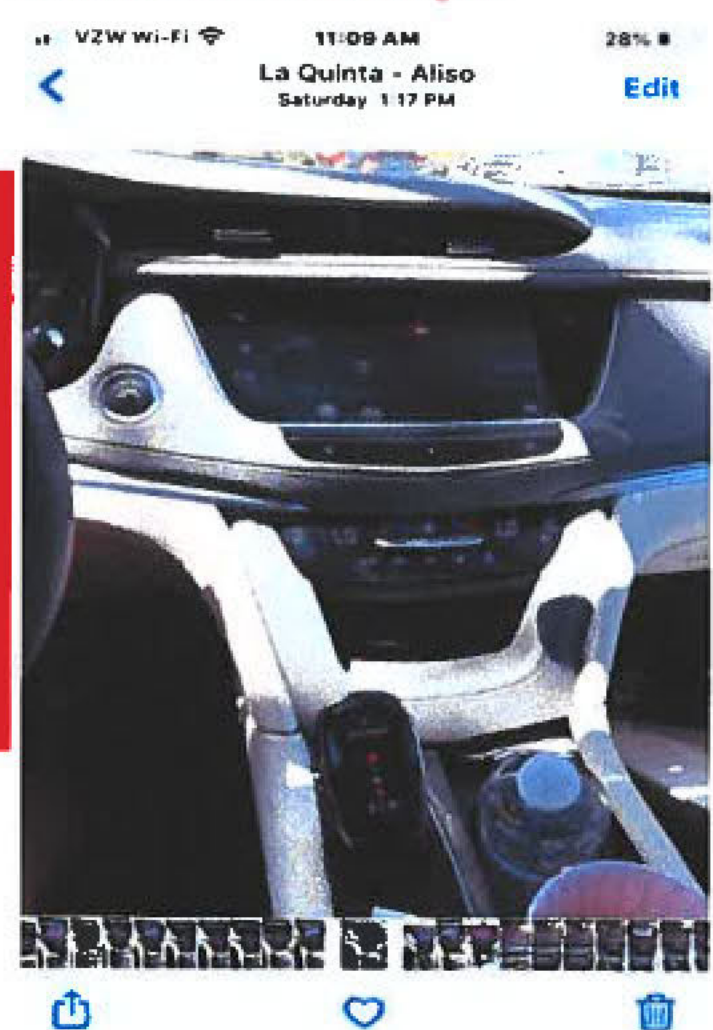


Sat 8/12/20 1:17pm Screen was black, then flashed on.
I was backing up, keeping my eye on a girl sitting on
the curb texting. I did not see these 2 pedestrians



all this in
**ONE
MINUTE**

Sat 8/12/20 1:17pm Within seconds
the screen blacked out again

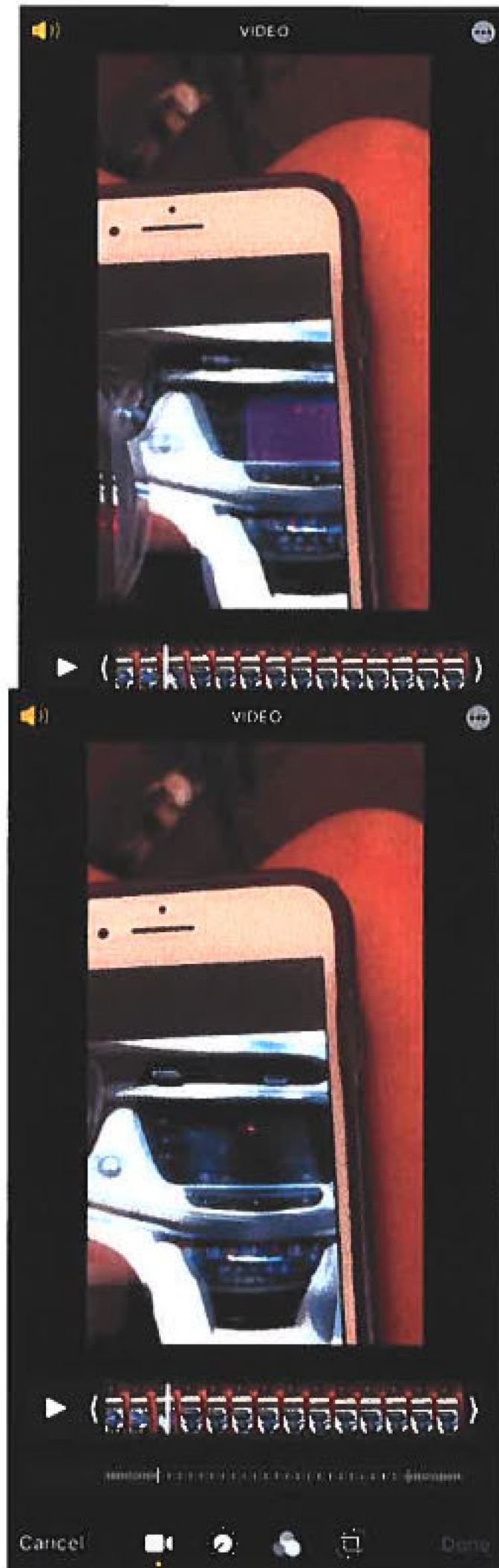
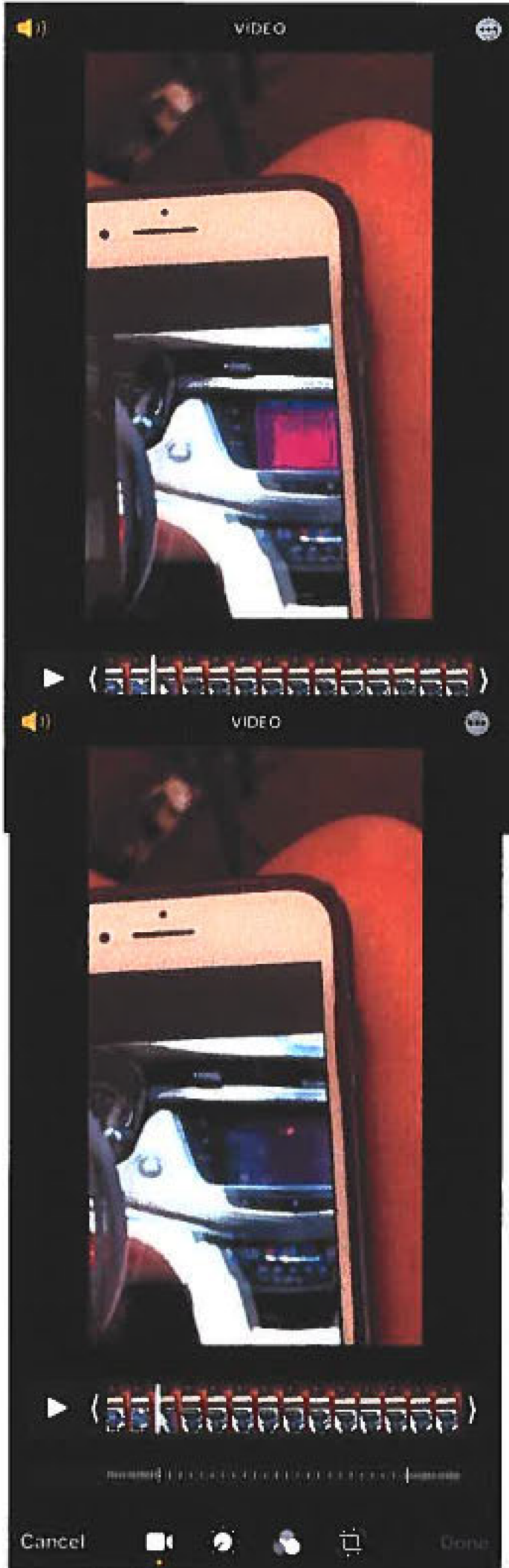


→ note: Screen Shots with location, Day + Time stamp

2020 Cadillac XT5

Monday 8/10/2020

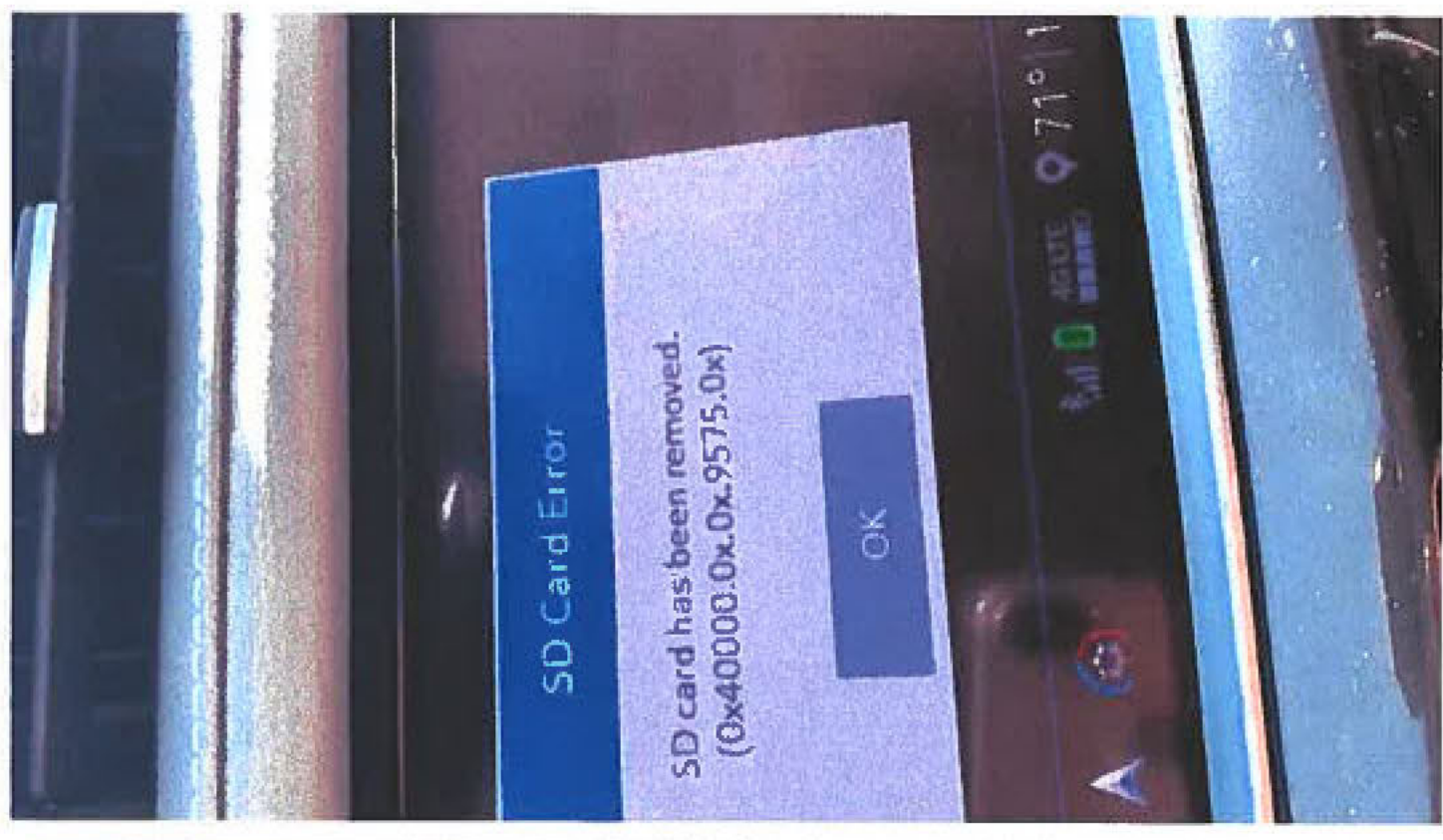
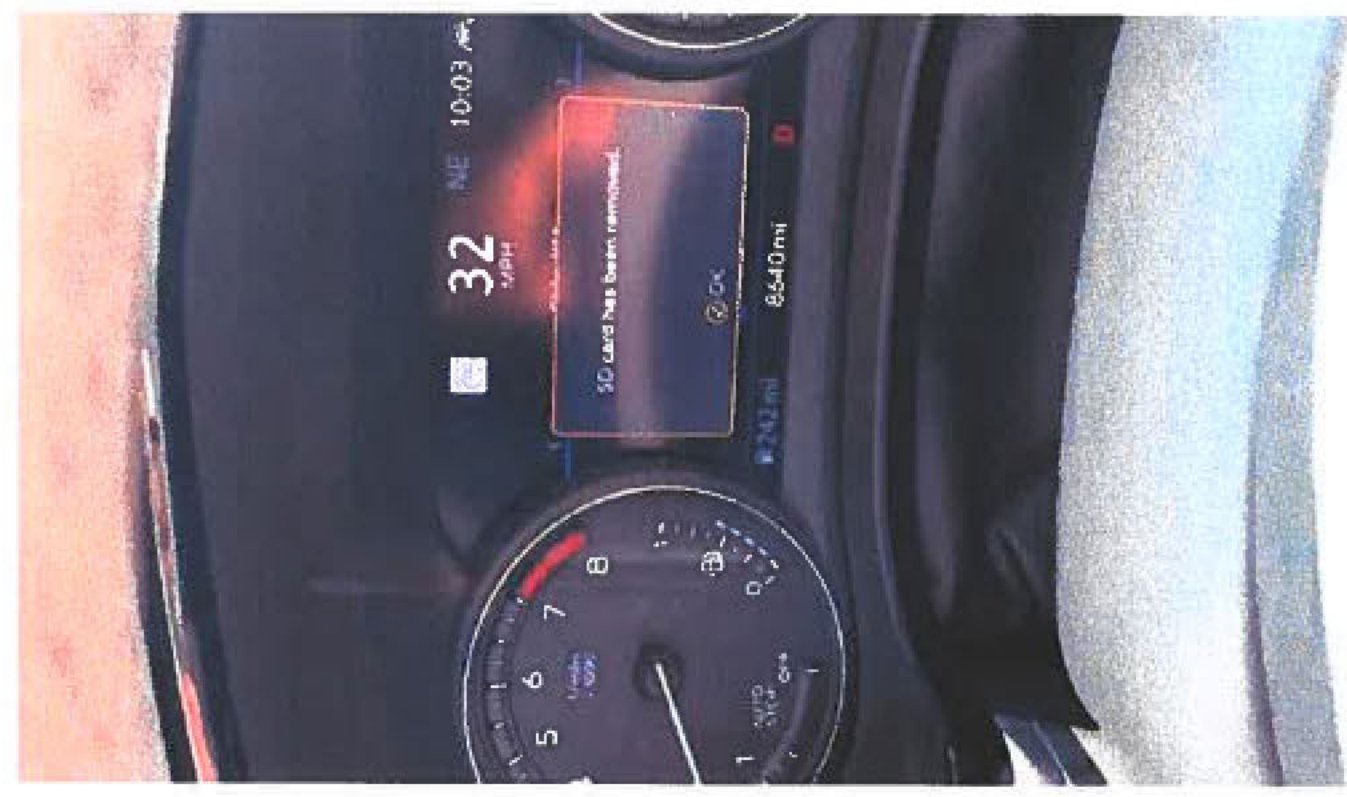
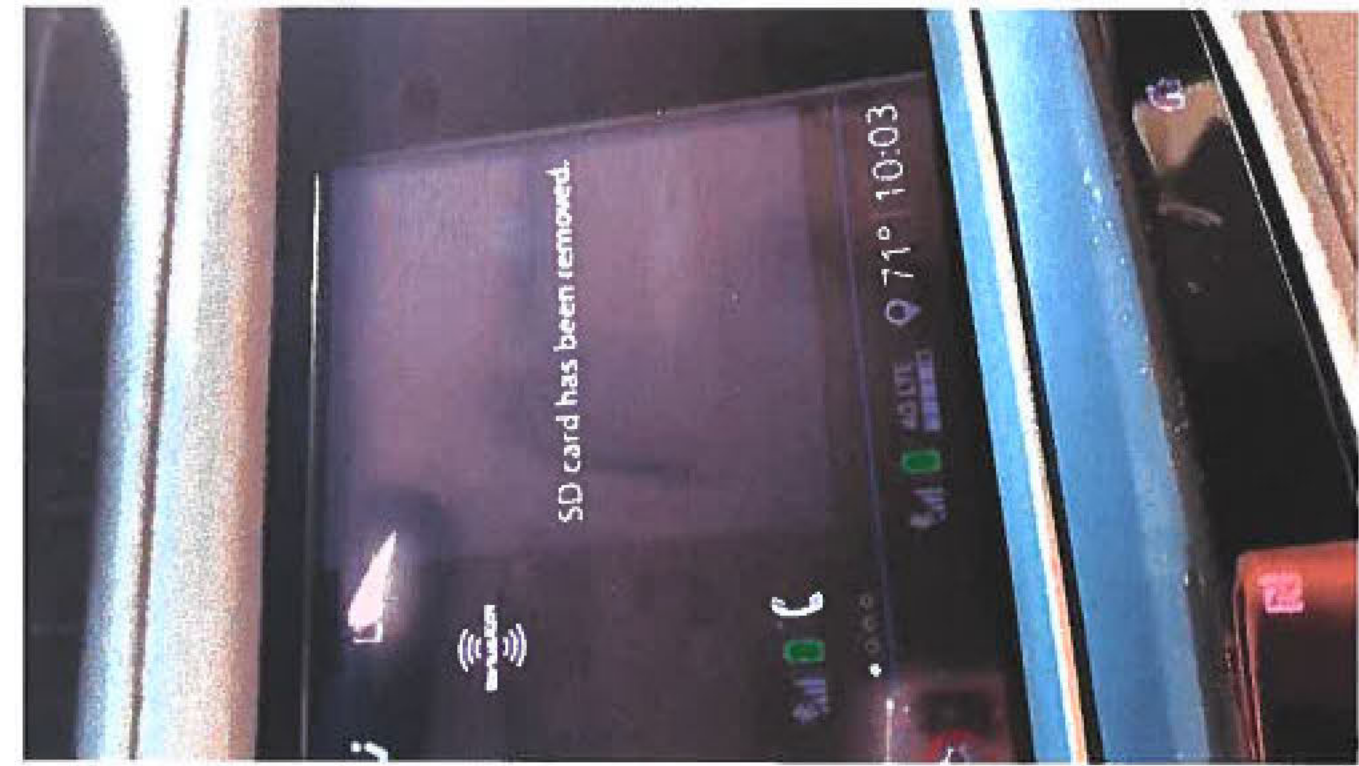
NEW ISSUE – PINK TO BLACK



2020 CADILLAC XT5

SD CARD HAS BEEN REMOVED ERROR

Tuesday 8/11/2020



La Quinta 8/17/2020 In Reverse Truck driving by, Screen Pink then black



Truck
Passing by
→



Note NEW ISSUE

Car in DRIVE

[REDACTED]
[REDACTED]
[REDACTED] La Quinta, CA [REDACTED]
[REDACTED]

Mr. William Clopton

BBB Auto Line

3033 Wilson Blvd, Suite 600

Arlington, Va, 22201

DATE: 8/19/2020

RE: General Motors **BUY BACK DEMAND** 2020 Cadillac XT5

CASE: [REDACTED]

Dear Mr. Clopton,

Today I dropped the Cadillac to Jessup Service with all the pictures that I attached on the CCF. I am still having issues. I will upload the service contract when completed.

Today I uploaded your system with the CCF and all back up information.

Yesterday, I sent via USPS a 2 day Express to BBB in Virginia, as back up addressed to you. Thank you for your assistance.

Best Regards,

[REDACTED]

[REDACTED]
[REDACTED] La Quinta, CA. [REDACTED]
[REDACTED]

Mr. William Clopton
BBB Auto Line
3033 Wilson Blvd, Suite 600
Arlington, Va, 22201
DATE: 8/18/2020
RE: General Motors **BUY BACK DEMAND** 2020 Cadillac XT5
CASE: [REDACTED]

Dear Mr. Clopton,

Thank you for your impeccable follow through with my case with BBB Auto Line. I have attached the signed BBB form and back up material requested. I will update with any new services to car.

On August 10, 2020, I submitted a complaint to General Motors, Case # [REDACTED] with regard to my CUE system and the constant failure of the backup monitor. On August 5, 2020, Jessup Service Department could not fix the defect, as it is a G.M. software issue, with no available date.

On August 11, 2020, I received a call from Suzanne with GM Customer Engagement Division. Suzanne was going to research and keep in touch with me. She stated that if approved the choice would be a Buyback-refund or replacement. I am requesting a Buyback Refund.

On August 18, 2020, I received a call from Jane with GM and she will handle the case because of the BBB involvement. Jane's number is 866-790-5600 x 5924050. Another contact is Liliana on x 5914411. The case remains open.

Kindly review my paperwork and let me know if I need any additional documentation. I have included color copies to show how the back up and now forward screen turns pink and black. I hope this can be quickly resolved as it is extremely distracting and is a huge safety concern, since I had a near pedestrian miss on 8/12/2020, photos included.

Thank you for your time and consideration.

Best Regards
[REDACTED]

██████████ Cadillac XT5 2020

Gary Moscarello, M.D.

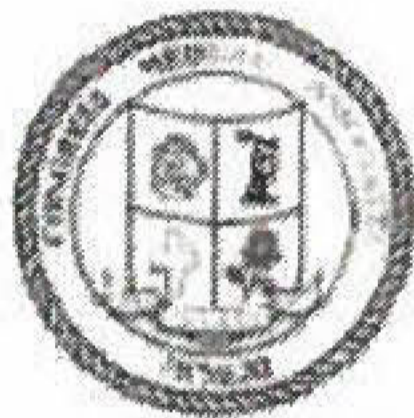
11/10/2014 Physical Therapy and Doctor's Work Certificate

██████████ Rear Ended by another driver

Doctor states limited driving due to limited rotation of neck.

Since 1990 Patient ██████████ has had deteriorating disc 3,4 and 5 issues. Now affecting disc 6.

Note: I have had deteriorating neck discs 3,4,5 since the early 90's. Dr. Moscarello has my records as well as an MRI performed at UCLA. Here is information when I was rear ended and his statement about my limited rotation of neck. With the Cadillac back up features going blank, black and Pink, it is a safety issue now.



CONGRESS MEDICAL ASSOCIATES
ORTHOPAEDIC SURGERY
289 W. HUNTINGTON DR. SUITE 103
ARCADIA, CA 91007
TEL (626) 821-0707 FAX (626) 821-0239

GARY M. MOSCARELLO, M.D.
JOHN T. QUIGLEY, M.D.
BRADFORD H HACK, M.D.
RISHI GARG, M.D.
JOE Y.B. LEE, M.D.
STEVEN D. LIN, M.D.
PAMELA C. LUK, M.D.

Date: 11/10/2014

Patient Name: ██████████

Date of Birth ██████████

Doctors Work Certificate

Effective Date: 11/10/2014

- Patient may return to work w/o restrictions.
- Patient may return to work with restrictions.
- Patient is to remain off work due to orthopaedic medical condition until _____
-

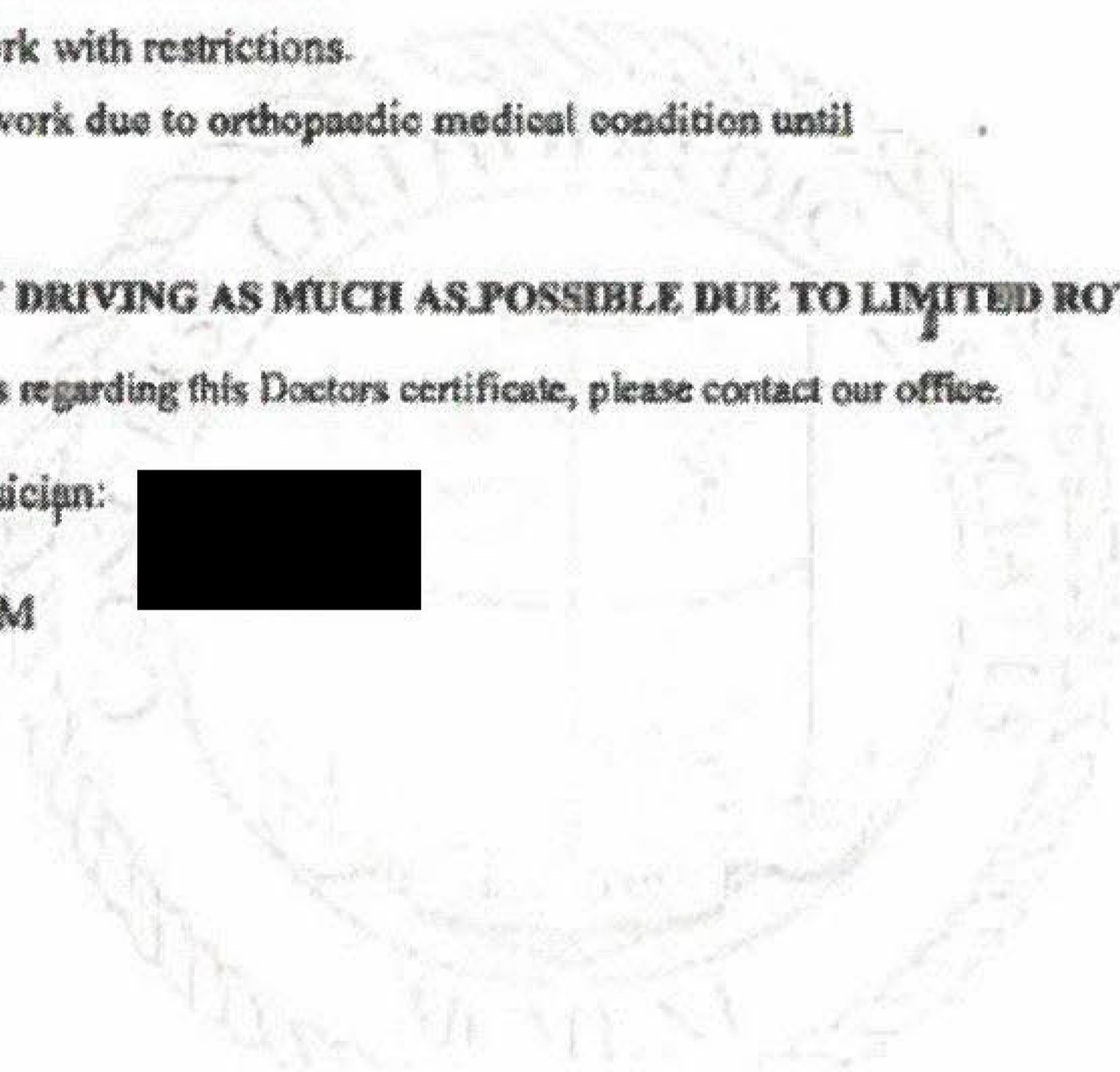
RESTRICTIONS: LIMIT DRIVING AS MUCH AS POSSIBLE DUE TO LIMITED ROTATION OF NECK. ←

Should you have any questions regarding this Doctors certificate, please contact our office.

Signature of Attending Physician: ██████████

Gary M. Moscarello, M.D.

Date: 11/10/2014 2:37:24 PM





*Email To Jessup General Manager 1/2
and Dan Jessup, owner [REDACTED]
No response.*

G.M. Motors

1 message

Thu, Aug 13, 2020 at 4:54 PM

To: Ali Syed <alisyed@jessupautoplaza.com>
Cc: danjessup@jessupautoplaza.com
Bc: [REDACTED]

Hello Ali,

I wanted to give you a heads up with regard to some General Motors defects I have been experiencing with my Cad XT5 and let you know it has nothing to do with Jessup Service Dept, but a GM Malfunction with the back up and radio system.

After I had my car a month or so, I noticed the radio was not performing as expected and had several glitzes. I thought I would address them with my first oil change. When I brought my car into Jessup Service in June, my system was 'updated'. It seemed better but then the back up system kept going blank/black in reverse which was very distracting. The radio would still be in a 'search' mode and once I got it to work, the display would say an artist name, but a completely different song. I have been taking pictures of all this and will attach; you take a look and tell me if this is fair for a new vehicle.

I made an appointment on Wednesday 8/5/2020 for the defective backup and radio. I picked up my car 2 1/2 days later; Unfortunately, the issue was not fixable and it is a GM software issue with no ETA.

On Saturday 8/8/2020, while shopping, the backup was flashing PINK, flashing off and on black. As I was backing up, I did not see 2 shoppers walk in the back of the car. Anyway, at any given time the screen goes from Pink to Black. Also, on the error code went on with the SD Card issue. This is all too distracting and a safety issue. I have always owned upscale vehicles with backup systems since I have limited mobility in my neck since the late 80's.

John King kindly gave me an appointment on 8/18/2020 to check the SD issue out.

I have reached out to GM Customer Engagement CASE # [REDACTED] and they are working on a resolution and will keep in contact with me to let me know the outcome. I will let you know.




2/2

I was advised to submit a Better Business Bureau complaint; Included was the dealership information, but my request was for General Motors to address this issue, since they cannot provide the software and these problems fail to meet specifications and performance as expected - from the very beginning of owning this new vehicle. After researching on the internet, this is not the first time GM has had complaints with regard to the CUE system and I don't think the system will ever correct itself.
Had this information been disclosed to me, I would have never purchased the Cadillac.

Thank you,

[Redacted]

3 attachments

-  **Saturday 8-12-2020 Pink Screen and Back up Safety Issues to John King Jessup Auto.pdf**
795K
-  **PINK TO BLACK SCREEN OUT [Redacted] 2020 Cadillac XT5.pdf**
305K
-  **SD CARD ERROR [Redacted] 2020 CADILLAC XT5.pdf**
262K

This investigation document contains the first fifty pages. You may request the full version through NHTSA.ODI.CED@dot.gov. Requests are answered as resources allow and in the order they are received.