



Notice of Service of Process

Transmittal Number: null / ALL
Date Processed: 05/03/2019

Primary Contact: Sherry Robinson
Nissan North America, Inc.
One Nissan Way
Franklin, TN 37067

Electronic copy provided to: Angie Mathis
Maribeth Riggins-Loy
Larry Okuneff
Jacob Crawford
Catherine Reidy
Emily Landry
Sarah Akin
LaTonya Irvin
Sandy Hughes
Samaritan Potter

Entity: Nissan North America, Inc.
Entity ID Number 0505342

Entity Served: Nissan North America

Title of Action: [REDACTED] vs. Nissan North America, Inc

Document(s) Type: Interrogatories

Nature of Action: Contract

Court/Agency: Macomb County Circuit Court, MI

Case/Reference No: [REDACTED]

Jurisdiction Served: Michigan

Date Served on CSC: 05/02/2019

Answer or Appearance Due: 28 Days

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Dani K. Liblang
[REDACTED]

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Attorneys

Dani K. Liblang
Susan M. Martin
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Of Counsel

Terry J. Adler

— ♦ —

Legal Assistants

Eileen A. Wheeler
Krista E. Muskovin
Stephanie D. Ahmad
Rena Polsinelli

April 29, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Nissan North America
RA: CSC-Lawyers Incorporating Service (Company)
601 Abbott Road
East Lansing, MI 48823

Re: [REDACTED] vs Nissan North America, et al.

Dear Sir/Madam:

Enclosed please find the Summons, Complaint, Interrogatories to Defendant Manufacturer Nissan North America, Inc., Interrogatories to Defendant Dealer Jeffrey Automotive Group, Inc., d/b/a Jeffrey Nissan, Interrogatories to Defendant Finance Company Fifth Third Bank and Request to Produce directed to all defendants in the above matter.

Sincerely,

THE LIBLANG LAW FIRM, PC
[REDACTED]

DKL/tp
Enclosure



STATE OF MICHIGAN	SUMMONS	CASE NO. [REDACTED]
16th JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE		

Court address 40 N. Main Street, Mt. Clemens, MI 48043-5656 2019 [REDACTED] 586-469-5351

Plaintiff's name(s), address(es), and telephone no(s).
[REDACTED]

Defendant's name(s), address(es), and telephone no(s).
Nissan North America
RA: CSC-Lawyers Incorporating Service (Company)
601 Abbot Road
East Lansing, MI 48823

v

JULIE GATTI

Plaintiff's attorney, bar no., address, and telephone no.
Dani K. Liblang P33713
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. Attached is a completed case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where it was given case number _____ and assigned to Judge _____.

The action remains is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date APR 22 2019	Expiration date* JUL 22 2019	Court clerk [REDACTED]
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*This summons is invalid unless served on or before its expiration date. This document is void if not served on or before its expiration date.

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

<input type="checkbox"/> OFFICER CERTIFICATE I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)
--	----	---

- I served personally a copy of the summons and complaint.
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____
- List all documents served with the summons and complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee		Signature _____ Name (type or print) _____ Title _____
\$		\$		
Incorrect address fee	Miles traveled	Fee	TOTAL FEE	
\$		\$		

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Date Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____
Day, date, time

_____ on behalf of _____
Signature

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

[REDACTED],

Plaintiff,

-vs-

HON. JULIE GATTI

Case No [REDACTED]

NISSAN NORTH AMERICA, INC., a California Corporation, JEFFREY AUTOMOTIVE GROUP, INC., d/b/a JEFFREY NISSAN, a Michigan Corporation, and FIFTH THIRD BANK, a Foreign Profit Corporation, Jointly and Severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

**PLAINTIFF'S INTERROGATORIES TO DEFENDANT
MANUFACTURER NISSAN NORTH AMERICA, INC.**

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan

to call expert witnesses at trial not listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2016 Nissan Titan XD Pickup Truck, VIN. No. 1N6BA1F44GN [REDACTED] which is the subject of this lawsuit.
2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.
3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.
4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.
5. "Defendant Nissan and/or Manufacturer": means Nissan North America, Inc., its agents, employees, officers and representatives.
6. "Defendant Jeffrey and/or Dealer": means Jeffrey Automotive Group, Inc., d/b/a Jeffrey Nissan, its agents, employees, officers and representatives.

7. "Defendant Fifth Third and/or Finance Co.": means Fifth Third Bank, its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.
 - a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.
 - b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. Please state whether Defendant Manufacturer has or has ever had any ownership interest in the Defendant Dealer. If so, please state:
 - a. A description of the ownership interest;
 - b. The date such interest was acquired and, if such ownership interest has been terminated, the date on which such termination occurred.

ANSWER:

4. Please state the name and address of the facility where the subject vehicle was manufactured or otherwise assembled.

ANSWER:

5. Please state the name and address of the dealership to whom the subject vehicle was shipped when it first left the Defendant Manufacturer's control. With respect thereto, please set forth the name and address of the carrier transporting the subject vehicle.

ANSWER:

6. Please state the total number of warranty claims submitted to Defendant Manufacturer by any of Manufacturer's authorized dealers regarding the subject vehicle. Please include warranty claims submitted both before and after delivery of the subject vehicle to Plaintiff.

ANSWER:

7. Please state the total dollar amount of the warranty claims paid by Defendant Manufacturer with respect to the subject vehicle.

ANSWER:

8. Were any warranty claims rejected by Defendant Manufacturer? If so, for each warranty claim that was rejected, please set forth the amount of the claim and a detailed explanation of the reason the claim was rejected.

ANSWER:

9. At the time of the sale or lease which is the subject of this litigation, had Defendant Manufacturer provided instructions to its authorized dealerships regarding how the written warranties were to be distributed to purchasers? If so, please set forth:

- a. Whether the instructions were written or oral;
- b. The substance of the instructions;
- c. The date on which the instructions were first provided to Defendant Dealer;
- d. If the instructions were written, please attach copies to your answers.

ANSWER:

10. At the time of the sale or lease which is the subject of this litigation, had Defendant Manufacturer provided Defendant Dealer with written materials, other than the written warranties, which were intended to be distributed to purchasers? If so, please state:

- a. Whether Defendant Manufacturer provided instructions to its authorized dealerships regarding how such materials were to be distributed to purchasers. If so, please set forth:
 - (1) The substance of the instructions;
 - (2) The date on which the instructions were first provided to Defendant Dealer;
 - (3) If the instructions were written, please attach copies to your answers.
- b. Please attach copies of such written materials to your answers.

ANSWER:

11. Was the vehicle sold to Plaintiff(s) as new? If not, please indicate whether the vehicle was designated as "used" or as a "demo."

ANSWER:

12. Please state whether the vehicle was ordered or otherwise obtained specifically for Plaintiff(s). If so, does a written order form or other documentation exist evidencing same?

ANSWER:

13. State whether the subject vehicle was ever sold or otherwise used prior to its sale to Plaintiff(s). If so:

- a. State the name, address and telephone number of the prior purchaser(s) and/or user(s), and the purpose for which it was used.
- b. Specify any defects and/or problems of any nature about which the former owner(s) or user(s) advised Defendant.

ANSWER:

14. With respect to any repair, alteration, restoration, preparation or similar service performed to the subject vehicle prior to delivery to Plaintiff, please state:

- a. The date thereof.
- b. The name and address of the person or entity performing such service.
- c. The nature of the work and/or service performed.
- d. The cost of the labor for such work and/or service. With respect thereto, please state:
 - (1) the number of hours and the hourly rate used in arriving at the cost figure quoted above; and
 - (2) whether a labor time guide or similar manual was used in computing the hours listed in answer to sub-paragraph (1) above.
- e. A list of the parts, by name and part number, and/or materials used in the performance of such work and/or service. With respect thereto, please state:
 - (1) The Defendant's cost for same; and

- (2) The list or retail cost for same.
- f. A description, by date, title, author, repair order or invoice number, of any records, documents or other memoranda with respect to such work and/or service or, in lieu thereof, please attach copies to your answers.

ANSWER:

15. Please state whether you have been a party or involved in any lawsuit, arbitration claim or governmental administrative charge alleging design defects, manufacturing defects, safety problems or breach of warranty with respect to any vehicle equipped as the vehicle that is the subject of this action is equipped.

ANSWER:

16. If so, please:
- a. Identify the party filing the charge.
 - b. State the date Defendant first received notice of the charge.
 - c. Identify the attorney or other representative for the party filing the charge.
 - d. State the docket number of the case.
 - f. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in support of the charges.
 - g. With respect to sub-paragraph (f) above, state the substance of the expert witness's report or testimony.
 - h. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in opposition to the charges.

- I. State whether the expert witness identified in sub-paragraph (h) above was retained, engaged or assigned to such duties by Defendant or any of its subsidiaries, divisions or authorized dealers.
- j. With respect to sub-paragraph (h) above, state the substance of the expert witness's report or testimony.

ANSWER:

17. Please identify by date, number and substance any service bulletins promulgated by the Defendant manufacturer or any of its subsidiaries, divisions or authorized dealers applicable to the subject vehicle. If you will do so without motion to produce, please attach copies to your answers.

ANSWER:

18. Please identify by author, job description or representative capacity of author, date and substance of any report, memorandum, or other document describing any design, engineering, manufacturing or quality problems regarding the subject vehicle or any of its components and which was prepared by any agent, person, representative or employee hired or paid by Defendant or any of its subsidiaries, divisions or authorized dealers.

ANSWER:

19. Please state whether you are aware of any statistics, memoranda, studies, reports or other documents reflecting the rate of depreciation of value of subject vehicle equipped as the vehicle that is the subject of this action is equipped. If so, please state the substance of each such documents and identify the document by author, job description or representative capacity of author, and date of document.

ANSWER:

20. Please state whether you consider the NADA Guides to be authoritative with respect to the fair market value of used vehicles? If your answer is “no,” please identify the publication(s) you consider to be authoritative with respect to the fair market value of used vehicles.

ANSWER:

21. Please state whether there has ever been any recall issued or required repairs or modifications applicable to the subject vehicle. If so, please state:

- a. The date the recall was issued or repairs or modifications first required.
- b. The nature of any necessary alterations or required repairs, including the name and part number of the parts altered, modified, replaced or repaired.
- c. Whether the recall was voluntary or due to a government request or order. If due to a government request or order, identify the governmental agency involved.

ANSWER:

22. Please state whether the subject vehicle has ever been the subject of an investigation by any governmental agency. If so, please state:

- a. The name and address of the governmental agency involved in the investigation.
- b. The alleged problem or defect investigated.
- c. The date(s) of the investigation.
- d. Whether any tests were conducted in connection with the investigation and, if so, the name and address of the person or entity conducting such tests.
- e. The name and address of each person or entity having custody or control of any reports, memoranda, studies, or other documents generated as a result of or in connection with said investigation. If you will do so without a motion to produce, please attach copies to your answers.

ANSWER:

23. Please state whether Defendant Manufacturer, or anyone acting on your behalf, has published any promotional materials, including but not limited to, brochures, posters, pamphlets, and documents concerning the subject vehicle? If so, please attach copies to your answers.

ANSWER:

24. Do you claim that the subject vehicle was improperly maintained, misused, or abused in any manner that would be relevant to the defects or problems Plaintiff(s) is claiming in this lawsuit? If so, please state:

- a. The nature of such improper maintenance, misuse or abuse.

- b. The person(s) you believe to have caused such improper maintenance, misuse or abuse.
- c. The facts on which you will rely to support your claim of improper maintenance, misuse or abuse.
- d. The name, address, job title or representative capacity or any witnesses whose testimony you will rely on to support your claim of improper maintenance, misuse or abuse.

ANSWER:

25. Please identify by date, title, author, job title or representative capacity of author, and substance, each document which you may seek to introduce at mediation and/or trial of this matter. In lieu thereof, you may attach copies to your answer.

ANSWER:

26. Please identify by name, address, job title or representative capacity, each person known to you who has knowledge of any facts relevant to this matter. with respect to each person so identified, please state:

- a. Whether you will seek to have such person qualified as an expert.
- b. Whether such person has prepared or given any statement or report in connection with the subject matter of this lawsuit. If so, please state:
 - (1) Whether the statement or report was oral or written;
 - (2) The date thereof;
 - (3) The substance thereof;
 - (4) If written, please attach copies to your answer if you will do so without a motion to produce.

- c. The facts you intend to show by way of such person's testimony.

ANSWER:

27. State all terms and conditions, in detail, of any guarantees, warranties, and/or service contracts made by Defendant or its agents.

ANSWER:

28. Is it your contention that you have disclaimed or in any way limited the express or implied warranties applicable to the subject vehicle? If so, please state:

- a. A detailed description of the disclaimer of limitation.
- b. Whether a written copy of such disclaimer of limitation was provided to Plaintiff prior to delivery of the subject automobile. If so, please identify the person providing same to Plaintiff(s), and the date, time and place same was provided to Plaintiff(s).
- c. If you will do so without a motion to produce, please attach copies of any written disclaimer of limitation of warranties you contend are applicable to the subject automobile.

ANSWER:

29. Please state whether any service, maintenance or other repairs were performed on the subject vehicle by or at the direction of Defendant Dealer and/or Defendant Manufacturer subsequent to the date

said vehicle was initially delivered to Plaintiff. If so, please state the number of times the vehicle was so serviced and, for each such service, maintenance or repair, please state:

- a. The nature of the service, maintenance or repair.
- b. The date thereof.
- c. The reason for the service, maintenance or repair.
- d. The mileage on the vehicle at the time of the service.
- e. The person performing the service, including his or her name, address, mechanic number, telephone number and whether he or she is still employed by you.
- f. A list, by name and part number, of any parts replaced in connection with their service.
- g. A list, by name and part number, of any parts installed in connection with the service [except as identified in answer to sub-paragraph (f) above].
- h. A list, by name and part number, of any parts removed but not replaced in connection with the service.
- I. Whether all or part of the cost of such service was covered by warranty and, if so, the amount paid under warranty.
- j. The amount paid by Plaintiff for the service.
- k. If you will do so without a motion to produce, please attach copies of all documentation, including but not limited to, repair orders, warranty claim documents, parts lists, service bulletins, recall documents, etc., connected with such service.

ANSWER:

30. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

ANSWER:

31. Please state whether Defendant Manufacturer has agreed to pay or indemnify Defendant Dealer and/or Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action.

ANSWER:

32. Are you aware of any industry, state or federal standards in a published form relating to the components of the subject vehicle which Plaintiff's Complaint alleges were defective? If so, please provide a description or citation of such standard, providing the date of publication or promulgation of same.

ANSWER:

33. Does Defendant Manufacturer have an alternative dispute resolution mechanism which Defendant Manufacturer contends would have had jurisdiction over the dispute which is the subject of this litigation? If so, please state:

- a. The name of the board or entity comprising the dispute resolution mechanism;
- b. Whether such board or entity has the authority to award buy-backs of vehicles as a remedy to consumers seeking assistance through said board or entity? If so, please state:
 - (1) The criteria used by the board or entity in determining whether a buy-back will be awarded;
 - (2) The number of buy-backs requested by consumers seeking assistance through the board or entity for each of the four years immediately preceding your answers to these interrogatories;

- (3) The number of buy-backs awarded to consumers by the board or entity for each of the four years immediately preceding your answers to these interrogatories.
- c. Whether Defendant Manufacturer contends that resort to the board or entity is a prerequisite to Plaintiff's claims under Michigan's Lemon Law or the Magnuson-Moss Warranty Act. If so, please:
- (1) Attach a copy of any document(s) evidencing notice to the Plaintiff, provided by Defendant Manufacturer, that resort to the board or entity is a prerequisite to such claims;
 - (2) Attach a copy of any document(s) evidencing the board or entity's procedures for conforming to the requirements of the Magnuson-Moss Warranty Act applicable to such alternative dispute mechanisms.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.

[REDACTED]
DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: April 29, 2019

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

[REDACTED]
Plaintiff,

-vs-

HON. JULIE GATTI

Case No. [REDACTED]

NISSAN NORTH AMERICA, INC., a California Corporation, JEFFREY AUTOMOTIVE GROUP, INC., d/b/a JEFFREY NISSAN, a Michigan Corporation, and FIFTH THIRD BANK, a Foreign Profit Corporation, Jointly and Severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

**PLAINTIFF'S INTERROGATORIES TO DEFENDANT
DEALER JEFFREY AUTOMOTIVE GROUP, INC. d/b/a JEFFREY NISSAN**

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan to call expert witnesses at trial not-listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2016 Nissan Titan XD Pickup Truck, VIN No.1N6BA1F44GN [REDACTED] which is the subject of this lawsuit.

2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.

3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.

4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.

5. "Defendant Nissan and/or Manufacturer": means Nissan North America, Inc., its agents, employees, officers and representatives.

6. "Defendant Jeffrey and/or Dealer": means Jeffrey Automotive Group, Inc., d/b/a Jeffrey Nissan, its agents, employees, officers and representatives.

7. "Defendant Fifth Third and/or Finance Co.": means Fifth Third Bank, its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.

a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.

b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. With respect to Defendant Dealer's initial acquisition of the vehicle which was sold or leased to Plaintiff(s), please state:

- a. The date on which the vehicle was acquired.
- b. The name and address of Defendant Dealer's agent who arranged or otherwise made the acquisition.
- c. The name and address of the person or entity from whom the acquisition was made, including the name and address of the agent actually handling the acquisition on behalf of the person or entity from whom it was made.
- d. Whether the acquisition was the result of a purchase or dealer trade.
- e. The consideration given by Defendant Dealer for the acquisition of the vehicle.

ANSWER:

4. State the date, place and time Plaintiff(s) initially offered to purchase the subject vehicle.

ANSWER:

5. State the date, place and time Plaintiff(s) took delivery of the subject vehicle.

ANSWER:

6. Identify each piece of written information given to Plaintiff(s) at the time Plaintiff(s) offered to purchase the subject vehicle. With respect thereto, please state whether any documentation exists evidencing Plaintiff's receipt of such written information and, if so, please attach copies to your answers.

ANSWER:

7. Identify each piece of written information given to Plaintiff(s) at the time of closing of the sales transaction. With respect thereto, please state whether any documentation exists evidencing Plaintiff's receipt of such written information and, if so, please attach copies to your answers.

ANSWER:

8. Was the vehicle sold to Plaintiff(s) as new? If not, please indicate whether the vehicle was designated as "used" or as a "demo."

ANSWER:

9. Please state the consideration paid by Plaintiff(s) for the subject vehicle.

ANSWER:

10. Please state whether the vehicle was ordered or otherwise obtained specifically for Plaintiff(s). If so, does a written order form or other documentation exist evidencing same?

ANSWER:

11. State the name, address and telephone number of each Defendant Dealer's sales representatives or other employees who participated in any aspect of the sale or lease which is the subject matter of this litigation. With respect to each such person, please state:

- a. His or her role in the transaction (e.g., placing the order, negotiating terms).
- b. Whether such person is still employed by Defendant. If not, please state where such person is presently employed.

ANSWER:

12. State whether the subject vehicle was ever sold or otherwise used prior to its sale to Plaintiff(s). If so:

- a. State the name, address and telephone number of the prior purchaser(s) and/or user(s), and the purpose for which it was used.

- b. Specify any defects and/or problems of any nature about which the former owner(s) or user(s) advised Defendant.

ANSWER:

13. State whether the subject vehicle was damaged prior to delivery to Plaintiff(s). If so:
- State the nature of and extent of the damage;
 - State the retail cost of repairing such damage;
 - Describe how the damage occurred;
 - State the date on which the damage occurred;
 - State the name, address, telephone number and job title of any persons who have knowledge of the circumstances surrounding such damage and/or the repair of the damage.

ANSWER:

14. If your answer to the preceding interrogatory was in the affirmative, please state whether Plaintiff was informed of the damage at or before the time of delivery? If not, please state the reason Plaintiff was not informed. If so, please state:
- Whether such information was provided orally or in writing; if in writing, please attach a copy to your answers;
 - The name, address, telephone number and job title of each person who informed Plaintiff of the damage;
 - The name, address, telephone number and job title of each person who was present when Plaintiff was so informed;
 - The date on which Plaintiff was informed of the damage.

ANSWER:

15. With respect to any repair, alteration, restoration, preparation or similar service performed to the subject vehicle prior to delivery to Plaintiff, please state:
- The date thereof.
 - The name and address of the person or entity performing such service.

- c. The nature of the work and/or service performed.
- d. The cost of the labor for such work and/or service. With respect thereto, please state:
 - (1) the number of hours and the hourly rate used in arriving at the cost figure quoted above; and
 - (2) whether a labor time guide or similar manual was used in computing the hours listed in answer to sub-paragraph (1) above.
- e. A list of the parts, by name and part number, and/or materials used in the performance of such work and/or service. With respect thereto, please state:
 - (1) The Defendant's cost for same; and
 - (2) The list or retail cost for same.
- f. A description, by date, title, author, repair order or invoice number, of any records, documents or other memoranda with respect to such work and/or service or, in lieu thereof, please attach copies to your answers.

ANSWER:

16. Please set forth all statements, whether written or oral, made by Defendant Dealer to Plaintiff with respect to the subject vehicle in connection with the sale or lease thereof. With respect to such statements, please:

- a. Attach copies of any written statements;
- b. Identify the person(s) making the statements;
- c. Set forth the substance of any oral statements.

ANSWER:

17. Please state when any written warranties and/or service contracts applicable to the subject vehicle were first made available to Plaintiff for Plaintiff's review. With respect thereto, please:

- a. State whether such warranties and/or service contracts were on display in the dealership and, if so, describe such display;
- b. Whether such warranties and/or service contracts were displayed on the subject vehicle and, if so, describe where on the vehicle the warranties and/or service contracts were displayed.

ANSWER:

18. Please state whether Defendant has liability insurance with respect to the within action. If so, please identify the insurance carrier, together with the policy number, effective dates of the coverage, and nature of coverage (e.g., full, legal defense costs only, etc.).

ANSWER:

19. Please state whether an insurance company is defending this action and, if so, the name and address of the insurance carrier.

ANSWER:

20. Please state whether the insurance company identified in the preceding paragraph is raising any coverage defense against the Defendant and, if so, the nature of the defense so asserted.

ANSWER:

21. State the policy limits applicable to the liability insurance referred to, together with the amount of the deductible, if any.

ANSWER:

22. If there is any excess coverage or other insurance afforded by any other insurer, please state:
- a. The name and address of each such insurance carrier and the policy number;
 - b. The condition under which such policy becomes effective, i.e., what amount is to be paid by the primary insurer before the excess coverage or other coverage comes into effect;
 - c. The policy limits applicable to each such policy.

ANSWER:

23. Please state whether you have been a party or involved in any lawsuit, arbitration claim or governmental administrative charge alleging any breach of warranty claim(s), violation of consumer laws, and/or violation of state or federal regulations concerning the sale or repair of vehicles?

ANSWER:

24. If so, please:
- a. Identify the party filing the charge.
 - b. State the date Defendant first received notice of the charge.
 - c. Identify the attorney or other representative for the party filing the charge.
 - d. State the docket number of the case.
 - f. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in support of the charges.
 - g. With respect to sub-paragraph (f) above, state the substance of the expert witness's report or testimony.
 - h. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in opposition to the charges.
 - i. State whether the expert witness identified in sub-paragraph (h) above was retained, engaged or assigned to such duties by Defendant or any of its subsidiaries, divisions or authorized dealers.
 - j. With respect to sub-paragraph (h) above, state the substance of the expert witness's report or testimony.

ANSWER:

25. Please identify by date, number and substance any service bulletins promulgated by the Defendant manufacturer or any of its subsidiaries, divisions or authorized dealers applicable to the subject vehicle. If you will do so without motion to produce, please attach copies to your answers.

ANSWER:

26. Please state whether there has ever been any recall issued or required repairs or modifications applicable to the subject vehicle. If so, please state:

- a. The date the recall was issued or repairs or modifications first required.
- b. The nature of any necessary alterations or required repairs, including the name and part number of the parts altered, modified, replaced or repaired.
- c. Whether the recall was voluntary or due to a government request or order. If due to a government request or order, identify the governmental agency involved.

ANSWER:

27. Do you claim that the subject vehicle was improperly maintained, misused, or abused in any manner that would be relevant to the defects or problems Plaintiff(s) is claiming in this lawsuit? If so, please state:

- a. The nature of such improper maintenance, misuse or abuse.
- b. The person(s) you believe to have caused such improper maintenance, misuse or abuse.
- c. The facts on which you will rely to support your claim of improper maintenance, misuse or abuse.
- d. The name, address, job title or representative capacity or any witnesses whose testimony you will rely on to support your claim of improper maintenance, misuse or abuse.

ANSWER:

28. Please identify by date, title, author, job title or representative capacity of author, and substance, each document which you may seek to introduce at mediation and/or trial of this matter. In lieu thereof, you may attach copies to your answer.

ANSWER:

29. Please identify by name, address, job title or representative capacity, each person known to you who has knowledge of any facts relevant to this matter. With respect to each person so identified, please state:

- a. Whether you will seek to have such person qualified as an expert.

- b. Whether such person has prepared or given any statement or report in connection with the subject matter of this lawsuit. If so, please state:
- (1) Whether the statement or report was oral or written;
 - (2) The date thereof;
 - (3) The substance thereof;
 - (4) If written, please attach copies to your answer if you will do so without a motion to produce.
- c. The facts you intend to show by way of such person's testimony.

ANSWER:

30. State all terms and conditions, in detail, of any guarantees, warranties, and/or service contracts made by Defendant Dealer or its agents.

ANSWER:

31. If Defendant Dealer sold or provided a service contract to Plaintiff which is or was applicable to the subject vehicle, please identify the entity or entities obligated to perform repair work covered by such service contract.

ANSWER:

32. Is it your contention that you have disclaimed or in any way limited the express or implied warranties applicable to the subject vehicle? If so, please state:

- a. A detailed description of the disclaimer of limitation.
- b. Whether a written copy of such disclaimer of limitation was provided to Plaintiff prior to delivery of the subject automobile. If so, please identify the person providing same to Plaintiff(s), and the date, time and place same was provided to Plaintiff(s).
- c. If you will do so without a motion to produce, please attach copies of any written disclaimer of limitation of warranties you contend are applicable to the subject automobile.

ANSWER:

33. State whether Defendant Finance Co. provided Defendant Dealer with the forms for use in drawing up the conditional sales agreement and for making credit application.

ANSWER:

34. State the date and time when the installment sales contract was negotiated or assigned to Defendant Finance Co.

ANSWER:

35. State the price Defendant Finance Co. paid for the installment sales contract.

ANSWER:

36. State whether the installment sales contract was purchased without recourse. If your answer is "no," please state:

- a. The remedies afforded Defendant Finance Co. against Defendant Dealer and/or Defendant Manufacturer in the event of a default or alleged default on the part of the consumer-buyer under the installment sales contract.
- b. The terms and conditions that Defendant Finance Co. must meet in order to avail itself of the remedies described in answer to sub-paragraph (a) above.

ANSWER:

37. With regard to any credit life and/or credit disability insurance supplied to the Plaintiff, and the insurance company that furnished such insurance to Plaintiff in connection with the installment sales contract, please describe in detail:

- a. The nature of the insurance company's relationship to any of the Defendant herein, including but not limited to, the degree of ownership or control.
- b. Any arrangements for referring customers for insurance coverage.
- c. Any actual or agreed-upon rebates or other benefits for such referrals.

- d. Any contracts or agreements between the insurance company and any of the Defendants herein.
- e. The number of Defendant Dealer's customers who have purchased credit disability and/or credit life insurance provided by the insurance company in connection with an automobile loan from Defendant Dealer and/or Defendant Finance Co. since 1990.
- f. The number of Defendant Dealer's customers who have declined to purchase credit disability and/or credit life insurance in connection with an automobile loan from Defendant Dealer and/or Defendant Finance Co. since 1990.

ANSWER:

38. Please state whether any service, maintenance or other repairs were performed on the subject vehicle by or at the direction of Defendant Dealer and/or Defendant Manufacturer subsequent to the date said vehicle was initially delivered to Plaintiff. If so, please state the number of times the vehicle was so serviced and, for each such service, maintenance or repair, please state:

- a. The nature of the service, maintenance or repair.
- b. The date thereof.
- c. The reason for the service, maintenance or repair.
- d. The mileage on the vehicle at the time of the service.
- e. The person performing the service, including his or her name, address, mechanic number, telephone number and whether he or she is still employed by you.
- f. A list, by name and part number, of any parts replaced in connection with their service.
- g. A list, by name and part number, of any parts installed in connection with the service [except as identified in answer to sub-paragraph (f) above].
- h. A list, by name and part number, of any parts removed but not replaced in connection with the service.
- i. Whether all or part of the cost of such service was covered by warranty and, if so, the amount paid under warranty.
- j. The amount paid by Plaintiff for the service.

- k. If you will do so without a motion to produce, please attach copies of all documentation, including but not limited to, repair orders, warranty claim documents, parts lists, service bulletins, recall documents, etc., connected with such service.

ANSWER:

39. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

ANSWER:

40. Please state whether Defendant Manufacturer has agreed to pay or indemnify Defendant Dealer and/or Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,


DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: April 29, 2019

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

████████████████████,

Plaintiff,

HON. JULIE GATTI

-vs-

Case No. ██████████

NISSAN NORTH AMERICA, INC., a California Corporation, JEFFREY AUTOMOTIVE GROUP, INC., d/b/a JEFFREY NISSAN, a Michigan Corporation, and FIFTH THIRD BANK, a Foreign Profit Corporation, Jointly and Severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

PLAINTIFF'S INTERROGATORIES TO DEFENDANT
FINANCE CO. FIFTH THIRD BANK

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan to call expert witnesses at trial not listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2016 Nissan Titan XD Pickup Truck, VIN No. 1N6BA1F44GN[REDACTED], which is the subject of this lawsuit.
2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.
3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.
4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.
5. "Defendant Nissan and/or Manufacturer": means Nissan North America, Inc., its agents, employees, officers and representatives.
6. "Defendant Jeffrey and/or Dealer": means Jeffrey Automotive Group, Inc., d/b/a Jeffrey Nissan, its agents, employees, officers and representatives.
7. "Defendant Fifth Third and/or Finance Co.": means Fifth Third Bank, its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.
 - a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.
 - b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. State whether Defendant Finance Co. provided Defendant Dealer with the forms for use in drawing up the conditional sales agreement and for making credit application.

ANSWER:

4. State the date and time when the installment sales contract was negotiated or assigned to Defendant Finance Co.

ANSWER:

5. State the price Defendant Finance Co. paid for the installment sales contract.

ANSWER:

6. State whether the installment sales contract was purchased without recourse. If your answer is "no," please state:

- a. The remedies afforded Defendant Finance Co. against Defendant Dealer and/or Defendant Manufacturer in the event of a default or alleged default on the part of the consumer-buyer under the installment sales contract.
- b. The terms and conditions that Defendant Finance Co. must meet in order to avail itself of the remedies described in answer to sub-paragraph (a) above.

ANSWER:

7. With regard to any credit life and/or credit disability insurance supplied to the Plaintiff, and the insurance company that furnished such insurance to Plaintiff in connection with the installment sales contract, please describe in detail:

- a. The nature of the insurance company's relationship to any of the Defendants herein, including but not limited to, the degree of ownership or control.

- b. Any arrangements for referring customers for insurance coverage.
- c. Any actual or agreed-upon rebates or other benefits for such referrals.
- d. Any contracts or agreements between the insurance company and any of the Defendants herein.

ANSWER:

8. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

ANSWER:

9. Please state whether Defendant Manufacturer or Defendant Dealer has agreed to pay or indemnify Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action. If so, please set forth the terms of such agreement and, if such agreement is in writing, attach copies to your answer.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.


DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: April 29, 2019

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

[REDACTED]

Plaintiff,

HON. JULIE GATTI

-vs-

Case No. [REDACTED]

NISSAN NORTH AMERICA, INC., a California Corporation, JEFFREY AUTOMOTIVE GROUP, INC., d/b/a JEFFREY NISSAN, a Michigan Corporation, and FIFTH THIRD BANK, a Foreign Profit Corporation, Jointly and Severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO ALL

Plaintiff, by his attorneys, The Liblang Law Firm, P.C., pursuant to MCR 2.310(B), requests that the above named Defendant, produce the following documents and things for inspection and copying at the offices of The Liblang Law Firm, P.C., 346 Park Street Suite 200, Birmingham, Michigan 48009, within forty-two (42) days from the date of service hereof:

Please produce:

1. All records regarding any claims made against Defendant, or Defendant's authorized dealerships, or any of Defendants' divisions, parents or subsidiaries, by Plaintiff or anyone acting on Plaintiff's behalf.
2. All service bulletins applicable to either the subject vehicle or to any vehicle

manufactured, imported or distributed by Defendant Manufacturer for the 5 model years before and after the model year of the subject vehicle, and which concern the following topics:

- a. a/c and all related parts;
- b. engine control module and all related parts;
- c. high pressure turbocharger and all related parts;
- d. transmission and all related parts;
- e. EGR valve and all related parts;
- f. engine and all related parts;
- g. console lights and all related parts;
- h. engine air filter and all related parts;
- i. turbine control valve actuator and all related parts.

3. All advance service bulletins, hot sheets, and/or special service messages applicable to the subject vehicle or to any vehicle manufactured, imported or distributed by Defendant Manufacturer for the 5 model years before and after the model year of the subject vehicle, which concern the topics set forth in paragraph 2 above.

4. All recall documents applicable to the subject vehicle or to any vehicle manufactured, imported or distributed by Defendant for the 5 model years before and after the model year of the subject vehicle, including but not limited to the topics identified in paragraph 2 above.

5. All maintenance schedules and/or service recommendations published by or on behalf of Defendant manufacturer with respect to the components set forth in paragraph 2 above, including sub-paragraphs.

6. All documents relating in any way to any examinations, tests, or inspections

performed with respect to the subject vehicle.

7. All warranty documents applicable to the subject vehicle.
8. All service contract documents applicable to the subject vehicle.
9. All warranty repair documents applicable to the subject vehicle, including by way of example but not by limitation, warranty repair orders, warranty claim forms, warranty payment history, from the date the vehicle was manufactured to the present.
10. All computerized records concerning communications between or among defendant manufacturer, any of defendant manufacturer's authorized dealerships and/or Plaintiff, concerning the subject vehicle including, but not limited to:
 - a. Open recalls
 - b. Technical service bulletins
 - c. Customer contact records
 - d. Contact records between manufacturer and dealer
 - e. Warranty history
 - f. Warranty claims history
 - g. Standard Claims list
11. All documents concerning any pre-delivery inspection(s), including but not limited to, repair orders, checklists and mechanics' notes.
12. All repair orders and parts invoices applicable to the subject vehicle, including mechanics' notes.
13. All documents relating to the Defendant Dealer's pre-delivery preparation of the subject vehicle.

14. All documents reflecting any service, adjustments, repairs or restorations to the subject vehicle prior to delivery to Plaintiff.

15. All statements taken by or on behalf of Defendant(s) from any person with respect to the subject matter of this action.

16. Any photographs relating to the subject matter of this action.

17. Promotional brochures, flyers, posters, folders, or other similar materials published by or on behalf of Defendant applicable to the subject vehicle.

18. Any notes, memoranda, correspondence, telephone logs, or similar materials, relating in any way to the subject matter of this action.

19. Copies of any industry, state and/or federal standards with respect to the topics identified in Paragraph 2 above, including sub-paragraphs.

20. Copies of any expert reports or opinion letters that relate to the subject matter of this litigation.

21. Copies of all documentation regarding any testing and development of the components set forth in Paragraph 2 above, including sub-parts.

22. Copies of any documents supporting any claim by Defendant(s) that the Plaintiff abused or misused the subject vehicle.

23. Copies of any documents in the Plaintiff's customer, service and/or credit files, including, but not limited to: credit application, payment history, customer contact records.

24. The name and address of anyone person inspecting the vehicle through any arbitration process and their notes, invoices and/or conclusions.

25. The Dealer Sales and Service Agreement between Defendant's authorized Dealer(s)

and Defendant.

26. The Warranty Administration Manual for Dealers.

27. The Manufacturer Certificate of Origin.

28. The Mandatory Compliance Inspection Report as required by Federal Motor Vehicle Safety Standards Act.

29. All documents concerning any inquires and/or communications between defendant manufacturer's technical hot line and any dealers regarding the subject vehicle, including but not limited to Dealer Agent Workbench (DAW) records.

Respectfully submitted,
THE LIBLANG LAW FIRM, P.C.

DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Ste. 200
Birmingham, MI 48009
(248) 540-9270

DATED: April 29, 2019

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

[REDACTED]

Plaintiff,

-vs-

HON. JULIE GATTI

Case No. 19-

-NZ

NISSAN NORTH AMERICA, INC., a California Corporation, JEFFREY AUTOMOTIVE GROUP, INC., d/b/a JEFFREY NISSAN, a Michigan Corporation, and FIFTH THIRD BANK, a Foreign Profit Corporation, Jointly and Severally,

[REDACTED]

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

RECEIVED
APR 22 2019
FRED MILLER
Macomb County Clerk

COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiff, by his attorneys, The Liblang Law Firm, P.C., complains against the above named Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of Dryden, Lapeer County, Michigan.
2. Defendant, Nissan North America, Inc., ("Nissan" or "Manufacturer"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was

engaged in the manufacture, sale and distribution of Nissan motor vehicles and related equipment, and carried on a continuous and systematic portion of its business throughout the State of Michigan, including Macomb County.

3. Defendant, Jeffrey Automotive Group, Inc. (“Jeffrey” or “Dealer”), is a corporation duly authorized to conduct business in the State of Michigan and, at all relevant times hereto, was and is engaged in the business of selling and servicing Nissan motor vehicles and was an authorized Nissan dealer and Defendant Nissan’s agent for purposes of performing diagnoses and repairs under Nissan’s written warranties, with its principal place of business located in the City of Roseville, Macomb County, Michigan.

4. Defendant, Fifth Third Bank (“Fifth Third” or “Finance Co.”), is a corporation duly authorized to conduct business within the State of Michigan and, at all times relevant, was in the business of financing motor vehicles, and carried on a continuous and systematic portion of its business throughout the State of Michigan, including Oakland County.

5. On or about January 23, 2017, Plaintiff purchased a new 2016 Nissan Titan XD Pickup Truck, VIN 1N6BA1F44GN [REDACTED] (the “vehicle”), from Defendant Dealer (see, Application for Michigan Title, Ex. A).

6. In connection with the aforesaid purchase, Plaintiff executed a retail installment sales contract (“RISC”) with Defendant Jeffrey Automotive Group, Inc. which was then assigned by Defendant Jeffrey Automotive Group, Inc. to Defendant Finance Co. (see, RISC, Ex. B).

7. Defendant Finance Co., as the assignee and/or holder of the subject retail installment contract is subject to all of Plaintiff’s claims and defenses against Defendants Dealer and Manufacturer out of the above retail installment transaction, pursuant to MCL 492.114a(b), 16 CFR

433, UCC Article 2, the common law of assignment, and Defendant Finance Co.'s close connection with Defendant Dealer, as well as the language of the subject RISC, to-wit:

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

(see, RISC, Ex. B).

8. Upon information and belief, Defendants Manufacturer and Dealer, and Defendants Dealer and Finance Co. are closely connected entities with respect to the subject sales transaction. See, e.g., *Cessna Finance Corp v Warmus*, 159 Mich App 706, 709, 407 NW2d 66, 68 (1987).

9. Where, as here, a defective or non-conforming product is subject to a finance contract, the seller and/or manufacturer must indemnify a Plaintiff who successfully asserts claims for breach of warranty and/or revocation. See, e.g., *Lycos v Gray Mobile Home Sales, Inc*, 76 Mich App 165, 167-168; 256 NW2d 63, 65 (1977).

10. At the time of delivery, the vehicle was covered by Defendants' 3-year/36,000-mile basic and 5-year/60,000-mile powertrain warranty (see, Warranty Coverage at a Glance, Ex C). In addition, the vehicle is covered by a Factory-Wrap Plus Vehicle Service Contract for 120-months/120,000 miles for which Plaintiff paid an additional \$2,256.00 over and above the purchase price of the vehicle (see, Factory Wrap Plus Vehicle Service Contract, Ex. D), and a Multi-Shield Protection Plan for 5-years for which Plaintiff paid \$1,299 over and above the purchase of the vehicle (see, Multi-Sheild Protection Plan, Ex. E).

11. At the time of offering the vehicle for sale, Defendants knew or had reason to know of the propensity of 2016 Nissan Titan vehicles to suffer transmission and engine problems, as evidenced by 3 recalls relating to these components, and by Defendants' unsuccessful repair attempts related to these components prior to selling the vehicle to Plaintiff but, Defendants failed to disclose these material facts to Plaintiff with the knowledge and intention that Plaintiff would rely on Defendants' omissions in agreeing to purchase the subject vehicle (see, Repair Chart, Ex. F; Repair Orders in Plaintiff's possession, Ex G).

12. Reasonably relying on the aforesaid representations and omissions, Plaintiff agreed to purchase the subject vehicle at the agreed upon purchase price.

13. Within the express warranty time and mileage limits, the vehicle was returned to Defendant Manufacturer's authorized dealer for diagnosis and repair for various defects and non-conformities that prevented the vehicle from conforming to Defendant Manufacturer's written express warranty, including but not limited to the check engine light illuminated, loss of power, and failure to start (see Repair Chart, Ex F; Repair Orders in Plaintiff's Possession, Ex G).

14. Despite the foregoing repair opportunities, the vehicle continues to exhibit defects or conditions which prevent the vehicle from conforming to the aforesaid warranties and which render the vehicle unmerchantable.

15. Despite the aforesaid repair attempts, the defects and non-conformities continue to exist and are present as of the time of filing this Complaint.

16. Upon information and belief, at the time of the aforesaid sale of the vehicle to Plaintiff, Defendants knew or had reason to know of the propensity of 2016 Nissan Titan vehicles to suffer the above stated conditions but, failed to inform Plaintiff of these propensities.

17. Prior to filing this action, Defendant Manufacturer was provided with statutory notice and an opportunity to cure the foregoing problems as set forth in the foregoing repair orders (see, Last Chance Letter Dated 03/27/19, Ex. H); Plaintiff also called Nissan customer service and requested a repurchase, speaking with Agent Steven [REDACTED], and was given case number [REDACTED].

18. As a result of Defendants' inability to properly and timely diagnose and repair the aforesaid defects, conditions and non-conformities, the use, value and safety of the vehicle have been substantially impaired to Plaintiff and Plaintiff has otherwise lost faith in the vehicle.

19. As a result of the foregoing defects and non-conformities and Defendants' inability to timely cure same, Plaintiff's faith and confidence in the vehicle have been irretrievably shaken.

20. Defendants have also failed and/or refused to repurchase or replace the vehicle in accordance with MCL 257.1403, MCL 440.2967, or 15 USC 2301, *et seq.*

21. Plaintiff seeks damages in excess of \$25,000 and/or equitable relief and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

VIOLATION OF MICHIGAN LEMON LAW (MCL 257.1401, *et seq.*) (DEFENDANT MANUFACTURER)

22. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.

23. The foregoing defects were reported to Defendant Manufacturer and/or its authorized dealers within the time and mileage parameters of Defendant Manufacturer's written express new vehicle warranty and within one year from the date of delivery.

24. Although Defendant was given notice and a reasonable opportunity to repair, Defendant was unable and/or refused to do so and the defects or non-conformities continued, despite being subject to repair four times for the same defect or condition during the first two years of ownership, pursuant to MCL 257.1403(5)(a) and/or having been out of service for repair attempts for more than 30 days or parts of days during the first year of ownership, pursuant to MCL 257.1403(5)(b).

25. Pursuant to MCL 257.1403(1), Defendant Manufacturer was required “within 30 days,” to refund Plaintiffs’ purchase price or to replace Plaintiffs’ vehicle.

26. Despite the aforesaid statutory obligation, Defendant Manufacturer has failed to refund Plaintiffs’ purchase price or to replace Plaintiffs’ vehicle.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendant to refund Plaintiff’s purchase price, together with vehicle payments, taxes, insurance premiums, towing, rental reimbursement, interest, costs, and actual attorney fees as provided by MCL 257.1401, *et seq.*, or in the alternative, that Plaintiff be awarded damages in whatever amount he is found to be entitled, plus interest, costs, and actual attorney fees.

COUNT II

BREACH OF EXPRESS WARRANTIES

27. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

28. Plaintiff is a “buyer” under the Michigan Uniform Commercial Code, MCL 440.2103(a).

29. Defendants are “sellers” under the Michigan Uniform Commercial Code, MCL 440.2103(c).

30. The subject vehicle constitutes “goods” under the Michigan Uniform Commercial Code, MCL 440.2105.

31. This is a “transaction in goods” to which MCL 440.2102 is applicable.

32. Plaintiff’s purchase of the subject vehicle was accompanied by express warranties, written and otherwise offered by Defendant Manufacturer and adopted by Defendant Dealer, whereby said warranties were part of the basis of the bargain of the contract upon which Plaintiffs relied, between Plaintiffs, Defendant Manufacturer and Defendant Dealer for Defendants’ sale of the subject vehicle.

33. Said vehicle was not as warranted and represented in that the vehicle has the defects or conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in possession of Defendants.

34. As a result of its many defects, said vehicle cannot be reasonably relied on by Plaintiff for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

35. Plaintiff has provided the Defendants with sufficient opportunities to repair or replace the subject vehicle.

36. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

37. Defendants have failed to adequately repair the subject vehicle and/or have not repaired the subject vehicle in a timely fashion, and the vehicle remains in a defective condition.

38. Due to Defendants’ inability to successfully diagnose and repair the subject vehicle within a reasonable time, Defendant Manufacturer’s written repair or replace warranty has failed of

its essential purpose, entitling Plaintiff to the full range of remedies permitted under the Uniform Commercial Code, pursuant to MCL 440.2719(2) and/or the “repair or replace” remedy is not the exclusive remedy under MCL 440.2719(1)(b).

39. The subject vehicle continues to contain defects which substantially impair the value of the vehicle to Plaintiff.

40. These defects and non-conformities could not reasonably have been discovered by Plaintiff prior to Plaintiff’s acceptance of the subject vehicle.

41. Defendants induced Plaintiff’s acceptance of the subject vehicle by agreeing, by means of the express repair or replace warranty, to remedy, within a reasonable time, defects or non-conformities in manufacture or workmanship and by reason of Defendants’ failure to disclose the vehicle’s recalls and previous repair history.

42. As a result of its many defects and non-conformities, Plaintiff has lost faith and confidence in the subject vehicle and the vehicle cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient and comfortable transportation.

43. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff’s claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against said Defendants granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;

- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. An Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT III

VIOLATION OF MCL 440.2313b - EXTENSION OF EXPRESS WARRANTY

44. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

45. The above described repairs required Plaintiff's vehicle to be out of service for a cumulative number of days exceeding either 10 days or 10% of the number of days of Defendant Manufacturer's express written warranty.

46. Pursuant to MCL 440.2313b, Defendant Manufacturer was required to extend the express warranty covering the subject vehicle to a period equal to the number of days that the vehicle was delivered to Defendant Manufacturer's authorized dealers for warranty repairs to the date that Plaintiffs were informed that the necessary repairs had been completed.

47. Defendant Dealer as Defendant Manufacturer's authorized dealer, was required to provide Plaintiff with a writing stating the time period equal to the number of days that the vehicle was delivered to Defendant Manufacturer's authorized dealers for warranty repairs to the date that Plaintiff was informed that the necessary repairs had been completed.

48. Defendant Manufacturer and Defendant Dealer violated MCL 440.2313b by failing

to provide Plaintiffs with the required written extension of Defendant Manufacturer's written express warranty and told him that his warranty would not be extended.

49. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against Defendants, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Equitable relief, including but not limited to, an Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle or, in the event that Plaintiff is found not to be entitled to a repurchase or replacement that the judgment provide that the express written warranty is extended as required by MCL 440.2313b;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT IV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

50. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

51. Defendants are “merchants” with respect to motor vehicles under the Michigan Uniform Commercial Code, MCL 440.2104.

52. The subject vehicle was subject to implied warranties of merchantability under MCL 440.2314.

53. The subject vehicle was not fit for the ordinary purpose for which such goods are used and/or the vehicle would not pass without objection in the trade for the product description.

54. The defects and problems hereinbefore described rendered the subject vehicle unmerchantable.

55. Defendants failed to adequately remedy the defects in the subject vehicle within a reasonable time; and the vehicle continues to be in unmerchantable condition at the time of filing this Complaint.

56. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff’s claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against said Defendants granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;

- c. An Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT V

**REVOCATION OF ACCEPTANCE PURSUANT TO
MCL 440.2608 AND/OR DAMAGES PURSUANT TO MCL 440.2714(2)**

57. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

58. The defects and non-conformities described above were latent and not readily discoverable by Plaintiffs upon reasonable inspection, Defendant also represented that the aforesaid defects and non-conformities would be cured within a reasonable time.

59. Despite numerous and lengthy attempts to cure, the defects and non-conformities continue to exist.

60. The non-conformities substantially impair the use and value of the vehicle to Plaintiffs.

61. Plaintiff hereby offers to tender the subject vehicle to Defendants in exchange for the damages recoverable under MCL 440.2608 and/or MCL 440.2714(2), to-wit: "These damages include the purchase price of the vehicle...and repayment of interest paid on the loan and statutory interest pursuant to MCL 600.6013(8), to the extent that such awards of interest are not duplicative,"

Davis v Forest River, Inc., 485 Mich 941, 774 NW2d 327 (2009), together with such additional incidental and consequential damages allowed by law.

62. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle, indemnify Plaintiff with respect to the instalment contract covering the vehicle and refund Plaintiff's purchase price, together with incidental and consequential damages, interest, costs and reasonable attorney fees.

COUNT VI

**LIABILITY UNDER MAGNUSON-MOSS
WARRANTY ACT (15 USC §2301 ET SEQ)**

63. Plaintiff incorporate by reference all facts and allegations set forth in this Complaint.

64. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2310(d)(1)(A).

65. Plaintiff is a consumer as defined in 15 USC §2301(3).

66. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).

67. The subject vehicle is a consumer product as defined in 15 USC §2301(6).

68. The subject vehicle was delivered subject to a written warranty and/or a service contract as those terms are defined in 15 USC 2301(6) and 2301(8), respectively.

69. 15 USC §2301(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC §2304(d).

70. In connection with the aforesaid mechanical failures, which occurred during the time and mileage parameters of the written warranty, Defendants failed to adequately repair same under the warranty within a reasonable time.

71. 15 USC §2310(d)(1) permits Plaintiff to bring an action against Defendants for any breach of express or implied warranty arising under state law, as well as any violation of the Act.

72. 15 USC §2308(a) prohibits Defendants from disclaiming the implied warranty of merchantability and 15 USC §2308(c) renders any attempted disclaimer invalid.

73. Defendants failed to provide Plaintiff with timely disclosures required by 15 USC 2302 and 16 CFR 701.3 with respect to the warranty and/or service contract applicable to the subject vehicle.

74. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on Plaintiff by Defendants, Defendants have failed and/or refused to remedy within a reasonable time and without charge, the defects or non-conformities heretofore set forth in this Complaint.

75. As a result of Defendants' breaches of express and implied warranties, Defendants' failure to remedy same within a reasonable time and without charge to Plaintiff, and Defendants' other violations of the Act as set forth in this Complaint, Plaintiff has suffered the damages set forth in this Complaint.

76. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle, indemnify Plaintiff with respect to the installment contract covering the vehicle and refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiff be awarded damages in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and actual attorney fees.

COUNT VII

VIOLATION OF MICHIGAN CONSUMER PROTECTION ACT **MCL 445.901, ET SEQ.**

77. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

78. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCL 445.902(c).

79. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCL 445.902(d).

80. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair, unconscionable or deceptive acts or practices:

- (a) At the time of the aforesaid sale, Defendants knew or had reason to know that the vehicle had defects or non-conformities but, failed to disclose same to Plaintiff;
- (b) At the time of the aforesaid sale, Defendants represented the subject vehicle to be

- “new,” and of good, merchantable quality, free of defects, when in fact it was not;
- (c) Defendants failed to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
 - (d) Defendants misrepresented Plaintiffs’ rights and/or failed to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
 - (e) Defendants attempted to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
 - (f) Defendants attempted to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiffs’ specific consent to the disclaimer or limitation;
 - (g) Defendants entered into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs’ specific consent to the waiver;
 - (h) Defendants have refused and/or failed to provide promised benefits, including but not limited to benefits that were expressly promised and those benefits implied or imposed by law;
 - (i) Defendants failed to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;
 - (j) Defendants failed and/or refused to offer a refund of the payments made under the subject contract, in accordance with the applicable law and/or warranties;

- (k) Defendants failed and/or refused to promptly refund Plaintiffs' money and/or restore their property to them upon their rightful revocation and cancellation of the subject transaction;
- (l) Defendants failed to disclose material information, including but not limited to, the technical service bulletins, special service messages, recall documents, consumer complaints and other information which Defendants knew or should have known concerning the subject vehicle.

81. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCL 445.903 and the sub-paragraphs contained therein.

82. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have appropriate procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale and/or lease and repair of vehicles to other consumers.

83. As a result of the Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act, both monetary and non-monetary, and are also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCL 445.911.

84. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

A. Money damages in whatever amount above \$25,000, Plaintiff is found to be entitled, plus interest, costs, exemplary damages and reasonable attorney fees;

B. Equitable relief, including but not limited to, rescission or reformation of the subject contract, indemnification under the instalment contract covering the vehicle or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to rescission; and

C. Such other and further relief as this Court deems just.

COUNT VIII

**MOTOR VEHICLE SERVICE AND REPAIR ACT(MCL 257.1301, et. seq.) -
DEFENDANTS DEALER AND FINANCE COMPANY**

85. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

86. Defendant Dealer is a “motor vehicle repair facility” as defined in MCL 257.1302(m).

87. MCL 257.1302(h) defines a “Contract” as “a written or oral agreement, understanding, arrangement or similar circumstances whereby a person agrees that another person perform work, labor, diagnosis, repair, reconditioning, replacement, adjustment, or alteration, directly or indirectly, upon a motor vehicle.”

88. MCL 257.1302(i), defines a “Customer” as “the owner or operator of a motor vehicle.”

89. MCL 257.1302a(j) defines a “Repair” as “the reconditioning, adjustment, alteration, maintenance or diagnosis of the operating condition of a motor vehicle, with or without the replacement of any component or subassembly of a motor vehicle, for compensation or under the terms of a warranty.”

90. MCL 257.1302a(l), defines a “Representation” as “a statement made by a facility to a customer in regard to some past, present, or future fact, circumstance, or set of facts pertinent to the contract.”

91. MCL 257.1302a(p), defines a “Warranty” as “a guarantee given by a motor vehicle repair facility **in writing or by implication**, of the merchantability, the integrity of the subject of a contract or of the maker’s responsibility for the replacement or repair of defective parts or services, or both, assuring performance, product, or conditions as promised or declared” (bold added).

92. Under the aforesaid Act, Defendant owed a duty to Plaintiff and others to refrain from engaging in or attempting to engage in any method, act or practice prohibited under the Act, as well as a duty to perform repairs in a competent workmanlike manner.

93. Defendant breached the above duties in the following inexhaustive list of ways:

- (a) Making, either written or orally, an untrue or misleading statement of material facts;
- (b) Failing to reveal material facts, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;
- (c) Misrepresenting and/or failing to disclose material facts, including but not limited to, the nature of the defects and/or conditions complained of herein;
- (d) Failing to provide Plaintiff with a full and complete explanation of Defendants’ inability to repair the defects or conditions complained of;
- (e) Failing to have adequate policies and procedures in place to prevent violations of the Act;
- (f) Replacing parts with parts that were not merchantable and/or not fit for their intended purpose;
- (g) Failing to perform repairs competently;

- (j) Such other and further violations as may be determined through further investigation and discovery.

94. The above described conduct by Defendant constitutes prohibited acts as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCL 257.1307 through 257.1307f.

95. The above described conduct by Defendant amounts to a wilful and flagrant violation of the Act.

96. As a result of Defendant's aforesaid violations, Plaintiff has suffered damages as set forth herein and are also entitled to statutory damages and attorney fees as provided in MCL 257.1336.

97. As the holder and assignee of the subject lease, and a closely connected entity Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Dealer.

WHEREFORE, Plaintiff prays for judgment against Defendants Dealer and Finance Company in whatever amount above \$25,000 Plaintiff is found to be entitled, plus statutory double damages, interest, costs, and reasonable attorney fees.

COUNT IX

HOLDER LIABILITY AND INJUNCTIVE RELIEF **(Defendant Finance Company)**

98. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

99. Pursuant to 16 CFR 433, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

100. Pursuant to the language of the finance contract between Plaintiff and Defendant Finance Co, to-wit:

NOTICE: Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Defendant Finance Co. is subject to all of Plaintiff's claims and defenses which Plaintiff could assert against the co-Defendants in this cause.

101. Pursuant to MCL 492.114a, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

102. Pursuant to the common law of assignment and/or Defendant Finance Co.'s close connectedness with Defendants Dealer and Manufacturer, Defendant Finance Co., is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sales transaction.

WHEREFORE, Plaintiff prays for Judgment against Defendant Finance Co. as follows:

- A. Money damages in an amount equal to Plaintiff's payments under the subject contract, plus interest, costs and attorney fees; and
- B. Cancellation of the remainder of the subject contract; and
- C. That Defendant be ordered to delete any neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction; and
- D. That Defendant be permanently enjoined from reporting any neutral or negative credit information concerning Plaintiff arising out of the subject transaction; and
- E. Such other and further relief as this Court deems just.

COUNT X

FRAUD AND/OR MISREPRESENTATION

103. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

104. On the dates set forth above, Defendants failed to disclose the material facts regarding the subject recalls and the vehicle's prior service history and that the vehicle remained in a sub-standard condition, and otherwise did not meet the standards of a new vehicle.

105. The foregoing representations and omissions were made by Defendant Dealer with knowledge of their falsity or with reckless disregard as to their truth or falsity, with the intent that Plaintiff would rely on said representations, for the purpose of inducing Plaintiff to purchase the vehicle at the agreed upon price.

106. Defendant Dealer's representations are imputed to Defendant Manufacturer by reason of Defendant Dealer's agency with respect to inspecting, selling and repairing the Manufacturer's vehicles.

107. Plaintiff unaware of the true facts of the matter and then reasonably relying upon Defendant Dealer's representations and omissions as aforesaid, purchased the vehicle from Defendant Dealer.

108. As a result of Defendants' aforesaid wrongful conduct, Plaintiff has been deprived of the benefit of his bargain, were deceived into purchasing the vehicle at an excessive price, has overpaid for insurance and taxes, has incurred or will incur the cost and inconvenience of obtaining alternative transportation, has been greatly shocked and angered by Defendants' conduct and the resulting damages he has sustained, and Plaintiffs have sustained other incidental and consequential damages, including but not limited to costs and attorney fees in attempt to obtain relief from Defendants' wrongful conduct.

109. Had Plaintiff been informed of the true history and condition of the subject vehicle, including but not limited to the recalls and repairs performed prior to his purchase, Plaintiff never would have agreed to purchase it.

110. Defendant Finance Co., as the holder of the RISC, is subject to all of Plaintiffs' claims and defenses arising out of the aforesaid transaction.

WHEREFORE, Plaintiffs pray that this Honorable Court enter Judgment against Defendants as follows:

- a. Order that Defendants rescind the subject contract and indemnify and hold Plaintiffs harmless for all towing, rental, and repair costs associated with the subject vehicle;
- b. Order that Defendants indemnify and hold Plaintiffs harmless with respect to the finance contract and security interest held by the finance company.
- c. Award Plaintiffs damages in whatever amount above \$25,000 he is found to be entitled, plus interest, costs and reasonable attorney fees; and
- d. Such other and further relief as this Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the above entitled cause.

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: /s/ Dani K. Liblang

DANI K. LIBLANG (P33713)

SUSAN M. MARTIN (P47459)

Attorneys for Plaintiff

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Birmingham, MI 48009

(248)540-9270

danil@lemonlawlawyers.com

DATED: April 18, 2019

EXHIBIT A

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Purchase Date 01/23/2017 INV # [REDACTED]
 Invoice/Stock No. [REDACTED]
 Delivery Date 01/23/2017 STK # [REDACTED]
 Invoice/Stock No. [REDACTED]
 Dealer **Jeffrey Automotive Group, Inc.**
Db: Jeffrey Nissan, Jeffrey Acura
 Address **Jeffrey Honda, Jeffrey Kia**
30800 Gratiot Ave.
 City **ROSEVILLE**

CUST # [REDACTED]

County **MACOMB** State **MICHIGAN** Zip Code **48066**
 Dealer License **A-000209** Sales Tax License **B-38-2464888** Phone Number **(586) 296-1300**

Vehicle Sold New Used Demo Trade-In Yes No
 Trade-In Year **2011** Make **CHEVROLET** Vehicle No. **1GCRKSE35BZ [REDACTED]**

TEMPORARY VEHICLE REGISTRATION
USED TO TRANSFER PLATES
Expires 15 days after delivery date
 Plate transferred from: Year **2011** Make **CHEVROLET**
 Vehicle No. **1GCRKSE35BZ [REDACTED]** Temp. Expiration Date **02/07/2017**

VEHICLE USE AND HISTORY DISCLOSURE:
 POLICE VEHICLE VEHICLE HAS BEEN FLOOD-DAMAGED
 GOVERNMENT VEHICLE SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
 TAXI

ODOMETER MILEAGE
 The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.
 [REDACTED] 8 8
 NO TENTHS

actual mileage not actual mileage exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL \$24 CVR electronic filing fee
 Customer Initials: [Signature]
 Factory Installed Accessories: Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:
 Unless a separate written document showing the terms of any Dealer Warranty or Service Contract is furnished by the Dealer to the Purchaser, any Warranties on this product are those made by the manufacturers. The Seller, Jeffrey Automotive Group, Inc., Dba: Jeffrey Nissan, Jeffrey Acura, Jeffrey Honda, Jeffrey Kia, hereby expressly disclaims all Warranties, either express or implied, including any Implied Warranty of merchantability or fitness for a particular purpose, and Jeffrey Automotive Group, Inc., Dba: Jeffrey Nissan, Jeffrey Acura, Jeffrey Honda, Jeffrey Kia neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

Temporary Registration No. [REDACTED] Temporary Fee Charged Yes No
 Salesperson: **CIEMNIAK, BRUCE G**

FOR USED VEHICLES ONLY
 I AM NAMED IN THIS FORM THAT THE VEHICLE IS [REDACTED]
BUSINESS MGR
 Title [REDACTED]

PURCHASER WARNING: DO NOT SIGN BLANK FORM
 Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a requirement for purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.
 Date 01/23/17
 Date 01/23/17

Expires on Month Day Year Months
 NEW PLATE
 RENEWAL
 TRANSFER
 Code County
 Year **2016** Make **NISSAN** Body Style **PICKUP**
 Vehicle No. **1N6BA1F44GN [REDACTED]** Fee Category/Weight [REDACTED] Licens Fee **N/A**
 Driver License No./PID of All Owners or Lessees [REDACTED] Title **15.00**
 County of Residence **LAPEER** Title Late Fee **N/A**
 Complete Names and Addresses of All Owners or Lessors
DRYDEN, MI [REDACTED] Tax **2955.66**
 Reg. Transfer Fee **8.00**
 Complete Names and Addresses of All Owners or Lessees
 Total - Trans. Fee **2978.66**
 Fcbr. Light & Serv. Yes No

Insurance Company **SAFECO INSURANCE** Policy or Binder [REDACTED]
 First Secured Interest **FIFTH THIRD BANK** Filing Date **01/23/17**
 Address **PO BOX 997548**
 City-State Zip **SACRAMENTO CA 95899**

1. PURCHASE PRICE OF VEHICLE (including Freight & Accessories)	52527.00
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	210.00
2. A. OPTIONAL \$24 ELECTRONIC FILING FEE	24.00
3. TOTAL TAXABLE PRICE	49261.00
4. (Above total) SALES TAX - LICENSE - TITLE	2978.66
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	2256.00
6. TOTAL DELIVERED PRICE	57995.66
7. CASH ON DEPOSIT	9000.00
8. CASH DUE ON DELIVERY	500.00
9. TRADE-IN	\$ 16500.00
10. LESS LIEN	\$ 10687.44
11. TOTAL DOWN PAYMENT	15312.56
12. UNPAID BALANCE TO BE FINANCED	42683.10
13. INSURANCE SURCHARGE*	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT*	42683.10

* TYPE OF INSURANCE
 WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
 CREDIT LIFE HEALTH & ACCIDENT
 GAP INSURANCE

EXHIBIT B

LAW 553-MI-e 10/14

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Dealer Number 5103973 Contract Number

Buyer Name and Address (Including County and Zip Code) [REDACTED] DRYDEN, LAPEER, MI [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) N/A N/A	Seller-Creditor (Name and Address) JEFFREY NISSAN KIA ACURA HONDA 30800 Gratiot Ave Roseville, MI 48066
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2016	NISSAN TITAN XD 4WD	88	1N6BA1F44G[REDACTED]	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> Business <input checked="" type="checkbox"/> Agricultural

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
6.89 %	\$ 11,287.74	\$ 42,683.10	\$ 53,970.84	\$ 15,312.56 is \$ 69,283.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
84	642.51	Monthly beginning 2/27/2017
One Final Payment Of	\$ N/A	On N/A

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 15 or 5 % of the part of the payment that is late, whichever is greater.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED THROUGH THIS CONTRACT.

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

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A.
SELLER'S INITIALS _____

Taxable Part of Cash Price		
to Seller for Vehicle		\$ 52,527.00
to Seller for Accessories and Installation Charges		\$ N/A
to Seller for Document Preparation Fee		\$ 210.00
to STATE OF MICH for CVR FEE		\$ 24.00
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
Total Taxable Part of Cash Price		\$ 52,761.00
B To Government Agencies for Sales Tax		\$ 2,955.66
C Non-Taxable Part of Cash Price		
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
Total Non-Taxable Part of Cash Price		\$ N/A
Total Cash Price		\$ 55,716.66 (1)
2 Total Downpayment =		
Trade-in <u>2011 CHEVROLET SILVERADO 1500</u>	(Year) (Make) (Model)	
Gross Trade-In Allowance		\$ 16,500.00
Less Pay Off Made By Seller		\$ 10,687.44
Equals Net Trade In		\$ 5,812.56
+ Cash		\$ 500.00
+ Other <u>REBATE</u>		\$ 9,000.00
(If total downpayment is negative, enter "0" and see 4H below)		\$ 15,312.56 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		\$ 40,404.10 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	\$ N/A	
Disability	\$ N/A	\$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies		
C Optional Gap Contract		
D Official Fees Paid to Government Agencies		
E Government Taxes Not Included in Cash Price		
F Government License Fees and/or Registration Fees		
STATE OF MICHIGAN		\$ 8.00
G Government Certificate of Title Fees		\$ 15.00
H Prior Credit or Lease Balance Paid to		
CHASE		\$ N/A
I Other Charges (Seller must identify who is paid and describe purpose.)		
to N/A for N/A		\$ N/A
to CNA NATIONAL for EXT. WARRANTY/SERVICE		\$ 2,256.00
to N/A for MAINTENANCE		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
to N/A for N/A		\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ 2,279.00 (4)
5 Amount Financed - Principal Balance (3 + 4)		\$ 42,683.10 (5)
6 Finance Charge		\$ 11,287.74 (6)
7 Total of Payments - Time Balance		\$ 53,970.84 (7)

This is not the Authoritative Copy.

Customer
Copy

The payment schedule will be 84 installments of \$ 642.51 each, as follows _____

may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell insurance in Michigan. You are not required to buy any other insurance checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both Credit Disability: Buyer Co-Buyer Both

Premium: Credit Life \$ N/A Term N/A Credit Disability \$ N/A Term N/A

Insurance Company Name N/A Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

Other Optional Insurance

N/A Type of Insurance N/A Term N/A Premium \$ N/A

Insurance Company Name & Address N/A

N/A Type of Insurance N/A Term N/A Premium \$ N/A

Insurance Company Name & Address N/A

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

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) 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 a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract _____

I want to buy a gap contract.

Buyer Signs _____

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.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. If all your scheduled payments are equal, we will give you at least 25 days after the final scheduled payment is due to pay any extra amount you owe because you paid late. We will send you a notice telling you about these changes before the final scheduled payment is due.

- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is a scheduled payment that is larger than 25% of the substantially equal prior scheduled payments. You have the right to enter into a new written agreement when it is due (refinance). You may refinance a balloon in equal installments over a reasonable period of time. During this period, you will also pay a finance charge on the unpaid balance computed using the Annual Percentage Rate on page 1.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

This is not the Authoritative Copy.

Copy

Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using a written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement. Any changes to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signature. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from completing the work covered by this contract or the time for making some payments without extending the time. For example, we may extend the time for making some payments without extending the time. See the rest of this contract for other important agreements.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others, unless so indicated hereon.

Notice To Buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signs _____ Date 01/23/2017 Co-Buyer Signs _____ Date _____

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

Other owner signs here _____ Address N/A
Seller signs JEFFREY NISSAN KIA ACURA HONDA Date 01/23/2017 _____ Title AGENT

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 confirm that you received a completely filled-in copy when you signed it.

Buyer Signs _____ Date 01/23/2017 Co-Buyer Signs _____ Date _____

EXHIBIT C



2016
WARRANTY INFORMATION BOOKLET

WARRANTY COVERAGE AT A GLANCE

1

Summary of Warranty Coverage*

	0 miles	90,000 mi
Basic Coverage	36 months / 36,000 miles	
Corrosion Coverage (Perforation)	60 months / unlimited mileage	
Powertrain Coverage	60 months / 60,000 miles	
Federal Emission Performance	24 months / 24,000 miles	
Federal Emission Defect	36 months / 36,000 miles	
Federal Emission Long Term Defect	96 months / 80,000 miles	
California Emission Performance	36 months / 50,000 miles	
California Emission Defect	36 months / 50,000 miles	
California Emission Long Term Defect	84 months / 70,000 miles	
Seat Belt	120 months / unlimited mileage	

**** Click [HERE](#) to see SUPPLEMENT ****

* See the express terms of the appropriate warranty printed in this booklet, which terms control if there is a conflict with this chart.

EXHIBIT D

**VEHICLE SERVICE CONTRACT
PROOF OF REGISTRATION**

Today's Date 01/23/2017
(CONTRACT SALE DATE)

[Redacted]				DEALER Code 26668	[Redacted]	
Address [Redacted]		City DRYDEN	State MI	Zip [Redacted]	CONTRACT SALE DATE 01/23/2017	CONTRACT SALE MILEAGE 88
ISSUING DEALER JEFFREY AUTOMOTIVE GROUP			Telephone [Redacted]		Expiration Date 01/18/2027	Expiration Mileage 121,000
Address 30800 GRATTOT		City ROSEVILLE	State MI	Zip 48066	Year 2016	Make NISSAN

CHECK (✓) VEHICLE CYLINDERS

CYLINDERS (check one) 3 4 5 6 8 10

Factory Wrap+Plus CareSM
CHECK (✓) PROGRAM COVERAGE SELECTION

VEHICLE COVERAGE	NEW/NEAR-NEW*
Factory Wrap+Plus Preferred SM	<input checked="" type="checkbox"/>
Factory Wrap+Plus Advantage SM	<input type="checkbox"/>
Factory Wrap+Plus Value SM	<input type="checkbox"/>

* Basic factory warranty must be in place and original factory powertrain extensions must be transferred, if necessary.

VEHICLE Identif. (VIN) **1N6BA1D44G [Redacted]**

Contract Term 120	Model TITAN	Class D
VEHICLE Purchase Price \$ 52527.00	Service Contract Price \$ 2256.00	
Covered Components/Parts Per Contract Terms	Deductible \$ (See Section 5)	
Lienholder (if applicable) FIFTH THIRD BANK PO BOX 997548 SACRAMENTO CA 95899		

DEDUCTIBLE OPTIONS (applies per repair visit)

\$100 Deductible
 \$100 Disappearing Deductible (applies if covered repair is made at the dealership listed above)
 \$200 Deductible

If none of these boxes is checked, the deductible schedule applies (see Section 5, "Your Deductible").

SELECT (✓) OPTIONAL COVERAGE (Surcharge Required)

SNOWPLOW for Personal Use **SNOWPLOW for Business/Commercial Use**

CUSTOM SUSPENSION PACKAGE

The Snowplow and Custom Suspension Package Surcharge Options are available only if YOUR VEHICLE is eligible and if the box(es) is checked and the additional surcharge(s) is paid (see Section 4, "Surcharges and Options").



CONTRACT DEFINITIONS (see Section 12, "Definitions"): "WE," "US" and "OUR" refer to the obligor of this contract, which is Continental Service Provider, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-345-0191. If WE do not settle YOUR claim within sixty (60) days of OUR receipt of YOUR proof of loss, YOU may make a claim against Continental Casualty Company, 333 S. Wabash Avenue, Chicago, IL 60604, 312-822-5000. OUR administrator is CNA National Warranty Corporation, P. O. Box 2840, Scottsdale, AZ 85252-2840, 800-722-4758. **This contract is not an insurance policy.**

The purchase of this contract is not required in order to purchase or obtain financing for a motor vehicle

The program coverage selection determines YOUR coverage. It is further understood that YOUR coverage begins on the CONTRACT SALE DATE. Expiration of coverage is determined by the Expiration Date or Expiration Mileage shown above, whichever occurs first. By signing below, YOU acknowledge that YOU have read and accept the provisions of the contract as a complete statement of YOUR coverage and rights and that YOU are not relying on any writings other than this contract nor any other representations or promises.

YOU are hereby advised that in the event of cancellation of YOUR contract for reasons other than repossession or a total loss of the VEHICLE, any resulting refund will be processed by the ISSUING DEALER. Contact the ISSUING DEALER if YOU wish to cancel this contract per the instructions in Section 10, "Your Right to Cancel."

Should YOU have any questions concerning coverage or benefits under this contract YOU may call OUR SERVICE CENTER at 800-722-4758, extension 444.

	<u>01/23/2017</u>		<u>01/23/2017</u>
Purchaser's Signature	Date	Dealership Salesperson's Signature	Date

CNA National Warranty Corporation

SECTION 1. AGREEMENT BETWEEN YOU AND US

WE agree to pay YOU or a licensed repair facility for the COSTS of services required to repair or replace COVERED PARTS that fail due to a MECHANICAL BREAKDOWN, less YOUR DEDUCTIBLE. WE will provide the coverage (see Section 2, "Your Coverage") only to YOU for the VEHICLE and for the Contract Term shown on Page 1 of this contract.

YOU agree to maintain YOUR VEHICLE according to the manufacturer's specifications (see Section 8, "Your Responsibilities for Service and Maintenance").

WHAT THIS CONTRACT COVERS

SECTION 2. YOUR COVERAGE

The coverage YOU select must be indicated by checking the corresponding box on Page 1. Depending on the coverage YOU purchased, YOUR coverage is detailed below and also includes those parts listed under the "Sport Package" (if applicable) as well as the "Expense Reimbursement Package." Additional optional coverage is available (see Section 4, "Surcharges and Options"). YOUR coverage is subject to the conditions and exclusions listed in Section 6, "Non-Covered Parts and Services," and Section 7, "Non-Covered Conditions."

FOR FACTORY WRAP+PLUS CARESM COVERAGE—VEHICLE MUST HAVE SOME FULL FACTORY WARRANTY IN PLACE AND POWERTRAIN EXTENSIONS MUST BE TRANSFERRED IF NECESSARY.

Factory Wrap+Plus ValueSM includes the parts listed below. If you select Factory Wrap+Plus ValueSM, it must be indicated by checking the box on Page 1.

1. **SUSPENSION (coverage limited to these listed parts):** Upper and lower control arms and their shafts and bushings, ball joints, steering knuckles and spindles, stabilizer and strut or track bars and their bushings and links, coil springs, torsion bars and their mounts, leaf springs and their shackles and bushings, hub bearings or wheel bearings, McPherson struts. Hub or wheel bearing seals.
 2. **FRONT-WHEEL STEERING (coverage limited to these listed parts):** Steering gear housing, rack assembly, belt-driven pump and its reservoir and their internal parts, steering column shaft and its couplings and bearings, steering pump pulley and mounting bracket, pitman arm, idler arm, tie rods, steering linkages. Pump shaft seal.
 3. **BRAKES (coverage limited to these listed parts):** Master cylinder, wheel cylinders, calipers and their seals, power booster, accumulator, combination valve, backing plate assembly, metal brake lines and fittings, brake pedal, parking brake assemblies. (No coverage for ABS brake parts.)
 4. **ELECTRICAL (coverage limited to these listed parts):** Alternator, pulley and mounting bracket, voltage regulator, starter motor and its solenoid and drive, wiper motors, manually operated switches, neutral safety switch, backup light switch, brake light switch.
 5. **AIR CONDITIONING and HEATING (coverage limited to these listed parts):** Belt-driven air conditioning compressor, clutch and coil, pulley, compressor mounting bracket, idler pulley and bearing and its mounting bracket, serpentine belt tensioner and its pulley and bearing, condenser, evaporator, accumulator, receiver-dryer, expansion valve, orifice tube, heater core, heater control valve, blower motor, control cables, ducts, plenum doors. Compressor seals and gaskets and line o-rings.
- FUEL SYSTEM (coverage limited to these listed parts):** Fuel pump, fuel injectors, injection pump, distribution rails, fuel pressure regulator, fuel tank and metal fuel lines and fittings, fuel level sending unit, carburetor, throttle body, throttle cable, throttle linkage, accelerator pedal.
- COOLING SYSTEM (coverage limited to these listed parts):** Fan, clutch and shroud, radiator and its brackets and recovery tank, electric fan motor.

Factory Wrap+Plus AdvantageSM includes the components listed above plus the additional parts listed below and components 8 through 12. If you select Factory Wrap+Plus AdvantageSM, it must be indicated by checking box on Page 1.

- ❑ **SUSPENSION (coverage limited to those parts listed above and the following):** Electronic suspension/variable suspension struts, switches, air tubes, control processor and sensors, air suspension bags, compressor, lines and fittings.
 - ❑ **STEERING (coverage limited to those parts listed above and the following):** Four-wheel steering pump, gear housing or rack assembly and their internal parts, power cylinder, center shaft, stepper motor, control processor and sensors.
 - ❑ **ELECTRICAL (coverage limited to those parts listed above and the following):** Wiring harnesses.
 - ❑ **COOLING SYSTEM (coverage limited to those parts listed above and the following):** Thermostat.
8. **INTERIOR ELECTRONICS (coverage limited to these listed parts):** Electronic climate control head, digital dash display, heads-up display projector and control unit, trip/mileage/engine function computer, cruise control assembly, factory-installed entertainment chassis including radio, magnetic tape player, dash-mounted compact disc player and graphic equalizer, television¹, video cassette player¹, DVD player¹, and navigation system¹.
 9. **POWERTRAIN ELECTRONICS (coverage limited to these listed parts):** Engine Electronics—ignition coil, distributor, timing control processor and sensors, mixture control processor and sensors, IAC motor, cooling fan control processor and sensors. Electronically Controlled Transmission—transmission shift control processor and sensors.
 10. **ABS BRAKES (coverage limited to these listed parts):** ABS booster/pump, master cylinder, solenoids, control processor and sensors.
 11. **CONVENIENCE ACCESSORIES (coverage limited to these listed parts):** Power window motor, window regulator, power seat motor, power door lock motor and its relays and actuator, power mirror motors, power headlamp motor, power trunk or tailgate motor and solenoids, power top or sunroof motor, convertible top frame, power antenna motor, heated seat elements, horn and horn relay, rear window defogger/defroster, memory seat and steering wheel activator switches, motors, solenoids, control processor and sensors.
 12. **VEHICLE HARDWARE (coverage limited to these listed parts):** Bumper impact absorbers, headlamp mounting buckets, parking and side lamp bodies and sockets, hood latch and cables, hood hinges and springs, side door hinges, side door handles, glove box lock assembly, ash tray assembly, manual seat track assembly, courtesy light switches, trunk lid hinges and torsion bars, trunk lid striker plate.

Factory Wrap+Plus PreferredSM If YOU purchased Factory Wrap+Plus Preferred CareSM, YOUR coverage includes all parts except those specifically listed in Section 6, "Non-Covered Parts and Services." YOUR coverage is also subject to the conditions and exclusions listed in Section 7, "Non-Covered Conditions."

EXTENDED POWERTRAIN COVERAGE

If the term of this service contract exceeds the term of the manufacturer's factory powertrain warranty, then the following components will be covered.

Factory Wrap+Plus ValueSM or Factory Wrap+Plus AdvantageSM includes the components listed below. If YOU select Factory Wrap+Plus ValueSM or Factory Wrap+Plus AdvantageSM, it must be indicated by checking the box on Page 1.

1. **ENGINE² (coverage limited to these listed parts):** Cylinder block, cylinder head(s), rotor housings and their internal parts, intake manifold, exhaust manifold(s), timing gears, timing chain(s) or belt(s), timing chain or belt tensioner(s) and timing chain or belt cover, valve cover(s), flywheel or flexplate, ring gear, harmonic balancer, oil pump, fuel pump,

vacuum pump, water pump, oil pan, turbocharger or supercharger housing(s) and their internal parts, waste gate, intercooler, engine mounts, EGR valve. Cylinder head gasket(s), intake manifold gasket(s), exhaust manifold gasket(s), rear main seal, valve cover gasket(s), oil pan gasket, front crankshaft seal, timing cover gasket, cam housing gasket(s).

2. **TRANSMISSION² (coverage limited to these listed parts):** Transmission case, transaxle case, transfer case and their internal parts, torque convertor, vacuum modulator, cooler and metal cooler lines, transmission mounts, slave cylinder and master cylinder of a manual transmission clutch assembly. Pan gasket, output shaft seal, shifter seal, speedometer cable seal, front pump seal(s), all transfer case seals.
3. **DRIVETRAIN ASSEMBLY² (coverage limited to these listed parts):** Final drive and axle housing(s) and their internal parts, axle shafts and bearings, universal and constant velocity joints, drive shaft(s), center bearings and drive shaft yokes, four-wheel-drive engagement actuator/motor, traction control linkage, solenoids, control processor and sensors. Differential gasket(s), pinion seal, axle seal(s) or gasket(s), CV joint boots.

Factory Wrap+Plus PreferredSM includes the components listed. If YOU select Factory Wrap+Plus PreferredSM, it must be indicated by checking the box on Page 1.

- **ENGINE²**
- **TRANSMISSION²**
- **DRIVETRAIN ASSEMBLY²**

SPORT PACKAGE

If the VEHICLE YOU purchased is a sport utility, van or truck, the following parts are also covered. Coverage is limited to these listed parts:

- **Body Accessories:** Step bumpers and mounting brackets, spare tire carrier, spare tire swing arm and its pivot latches and locks, running boards, swing-away mirror arms and mounts, pop-out or sliding side/rear window latches and hinges.
- **Convenience and Utility:** Bed liner (except warpage), rail protectors, tailgate handle, tailgate lock and cables, tailgate hinges and latches, tailgate edge protectors, cargo tie-downs, cargo lamp, gun rack and tool box.
- **Four-Wheel Accessories:** Locking hub assembly (except damaged or worn brake rotors), skid plates, tow hooks, power winch motor and remote control wiring harness, power winch rollers, brush guards and headlight grills.
- **Trailer:** Trailer hitch receiver, insert and wiring receptacle, bed-mounted fifth-wheel hitch, auxiliary fuel tank and its cut-over switch, running light bodies and lenses.

EXPENSE REIMBURSEMENT PACKAGE³

- **Rental Car:** If YOU can't drive YOUR VEHICLE due to a BREAKDOWN, WE will pay YOU for the cost of a rental car from a licensed rental agency. The limit is two hundred forty-five dollars (\$245), not to exceed thirty-five dollars (\$35) per 24-hour period. YOU must incur this expense between the date of the BREAKDOWN and the date that covered repairs are completed.
- **Travel Lodging:** If YOU can't drive YOUR VEHICLE due to a BREAKDOWN, are stranded overnight and covered repairs are completed more than one hundred (100) miles from YOUR home, WE will pay YOU for lodging and meals. YOU must incur these expenses between the date of BREAKDOWN and the date that covered repairs are completed. The limit is two hundred twenty-five dollars (\$225), not to exceed seventy-five dollars (\$75) per 24-hour period.

¹ Coverage applies only if factory-installed or dealer-installed factory option.

² If YOUR VEHICLE is a NEW or NEAR-NEW VEHICLE and was originally sold with a manufacturer's extended powertrain warranty, no coverage is

available under Engine, Transmission and Drivetrain Assembly during the term of that manufacturer's extended powertrain warranty.

³ State restrictions may apply.

SECTION 3. ROADSIDE ASSISTANCE

If you need non-accident-related emergency roadside service, YOU may call 1-877-373-9780 for dispatch sign-and-drive service to YOUR location. Coverage is limited to \$50 (fifty dollars) per roadside assistance occurrence or up to \$100 (one hundred dollars) for towing.

Or, YOU may call YOUR own service provider, in which case WE will reimburse YOU for charges incurred up to the dollar limits stated above.

Please be with YOUR VEHICLE when the service provider arrives, as they cannot service an unattended vehicle.

The following are covered emergencies, subject to the \$50 per roadside assistance occurrence. Limit one occurrence per seven-day period:

- **Flat Tire Assistance:** Service consists of the removal of the flat tire from YOUR VEHICLE and its replacement with the spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if YOUR VEHICLE is in immediate need. YOU must pay for the fuel or other fluid when it is delivered.
- **Lock-out Assistance:** If YOUR keys are locked inside YOUR VEHICLE, assistance will be provided to gain entry into YOUR VEHICLE.
- **Battery Assistance:** If battery failure occurs, a jump start will be provided to start YOUR VEHICLE.

The following items, coverages, and services are not included as part of the Roadside Assistance benefit:

- Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products.
- Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items.
- Tire repair at any location other than a roadside disablement site.
- Coverage for trucks over one and a half-ton capacity.
- Service for any vehicle in tow; towing from service or repair work performed at a service station, garage or repair shop; non-emergency towing or other non-emergency service; impound towing or towing by other than an authorized service provider; towing at the direction of a law enforcement officer relating to traffic obstruction; impoundment, abandonment, illegal parking, or other violations of law; a second tow for the same disablement; towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; or service on YOUR VEHICLE that is not in a safe condition to be towed.
- Damage or disablement due to fire, flood or vandalism; extrication; or winching.
- Coverage shall not be provided in the event of emergencies resulting from YOUR use of intoxicants or narcotics, or the use of YOUR VEHICLE in the commission of a crime.
- Repeated service calls for YOUR VEHICLE in need of routine maintenance or repair or roadside assistance service secured through any other source, other than this contract.
- More than one disablement for the same service type during any seven-day period.
- Any and all taxes or fines or vehicle storage charges.

SECTION 4. SURCHARGES AND OPTIONS

Surcharges are additional amounts charged for specific types of coverage. If YOU want the coverage described as optional, YOU must purchase the optional package for the appropriate surcharge.

SNOWPLOW-EQUIPPED VEHICLES

(Mandatory Surcharge)

A mandatory surcharge is required if YOUR VEHICLE is equipped with a snowplow and will be used for personal, business, or commercial purposes.

Only YOUR VEHICLE is covered per the coverage YOU selected. The snowplow, attaching hardware, electric motor(s), snowplow-related hydraulics, mounting brackets/hardware or manual switches associated with the operation of the snowplow are not covered. No coverage is extended to any component of the snowplow system.

CUSTOM SUSPENSION PACKAGE

(Mandatory Surcharge)

A mandatory surcharge is required if YOUR VEHICLE has been lowered or lifted in accordance with the following criteria:

- Body or Suspension Lift:** Lift is not to exceed four inches above stock suspension/body configuration, for all lift components combined.
- Suspension Lowering:** Lowering is not to exceed two inches below stock suspension configuration.
- Oversized Tires:** Tires are limited to three tire sizes larger than the OEM (original equipment manufacturer)-supplied tires.
- Necessary Conditions:** All component parts affected by the modifications must be reset to OEM specifications. This includes, but is not limited to wheel alignment, wheel offsets and differential pinion angle.
- Factory Warranty:** All OEM warranties, including powertrain extensions must remain in place. Any modifications which void any OEM warranty coverage will also void the coverage under this section.
- Exclusions:** No coverage will be extended to any non-OEM parts that accomplish covered modifications.
- Installation:** All custom components must have been installed in YOUR VEHICLE at the time of purchase by a licensed installation company.

WHAT THIS CONTRACT DOES NOT COVER

SECTION 5. YOUR DEDUCTIBLE

The DEDUCTIBLE is the portion of the REPAIR COSTS that YOU must pay for each repair visit, as shown by the schedule below. If no box is checked for a DEDUCTIBLE option on Page 1, the applicable DEDUCTIBLE schedule below will apply to YOUR contract. YOUR DEDUCTIBLE does not apply to Rental Car, Towing, Manufacturer's Warranty Deductible, Emergency Road Service nor Travel Lodging coverage.

NEW and NEAR-NEW VEHICLE DEDUCTIBLE SCHEDULE

If Total Covered Repair Cost Is:	Your Deductible Is:
\$1 to \$200	\$0
\$201 to \$400	\$25
\$401 to \$700	\$50
\$701 to \$1,000	\$75
\$1,001 and over	\$100

\$100 DEDUCTIBLE (Optional)

A \$100 DEDUCTIBLE per repair visit is available as an option. If YOU select the \$100 DEDUCTIBLE option, it must be indicated by checking the box on Page 1.

\$100 DISAPPEARING DEDUCTIBLE (Optional)

With this option, YOU pay no DEDUCTIBLE when covered repairs are performed by the ISSUING DEALER. If YOU have covered repairs performed at a repair shop other than the ISSUING DEALER, YOUR DEDUCTIBLE will be \$100 per repair visit. If YOU select the \$100 Disappearing DEDUCTIBLE option, it must be indicated by checking the box on Page 1.

\$200 DEDUCTIBLE (Optional)

A \$200 DEDUCTIBLE per repair visit is available as an option. If YOU select the \$200 DEDUCTIBLE option, it must be indicated by checking the box on Page 1.

SECTION 6. NON-COVERED PARTS AND SERVICES

YOU are responsible for the cost of replacing, repairing or adjusting certain non-covered parts. Non-covered parts and non-covered services are listed below. If a part serves the same function as a non-covered part, it is not covered. When a single part or component performs two or more functions, some of which are covered and some not, the failure of a non-covered function will make the part or component not covered. If a repair or maintenance procedure produces the same result as a non-covered service, it is also not covered.

NON-COVERED PARTS

This contract does not cover and WE will not pay for:

- Accessory drive belt(s), hoses, tubes and clamps
- Antenna mast, mirrors and steering wheel
- Audio speakers and wiring, and cellular telephone
- Battery, fuses and fusible links
- Body, body panels, body fasteners, chassis frame and bumpers
- Brake drums, rotors, pads and linings
- Bright metal, trim, upholstery, insulation and paint
- Convertible top
- Exhaust system and catalytic convertor
- Filters and filter housings
- Glass, lenses, sealed beams and light bulbs
- Jack and tool kit, wheel lugs and lug nuts
- Manual transmission clutch disc, pressure plate and throw-out bearing
- PCV valve and fuel vapor canister
- Radiator cap
- Seat belt assembly, air bag system and sensors
- Shock absorbers, tires, wheels and wheel covers
- Spark plugs, plug wires and glow plugs
- Carpet
- Windshield wiper rubber inserts
- Any parts or components of a natural gas/propane fuel system

NON-COVERED SERVICES

This contract does not cover and WE will not pay for:

- Addition or replacement of coolants, fluids, lubricants and refrigerants
- Alignment of front end, glass, bumpers or any other part
- Cleaning of cooling and fuel systems
- Corrections of air and water leaks
- Corrections of wind noise, squeaks and rattles
- Engine tune-up
- Ignition and fuel systems adjustments and calibrations
- Removal of carbon, sludge, varnish or other contaminants
- Scheduled maintenance services
- Transmission service
- Wheel balancing
- Replacement of any non-covered part

These services and parts replacements are YOUR responsibility. Expenses for these services and parts are not covered by this contract.

SECTION 7. NON-COVERED CONDITIONS

This contract does not cover and it does not apply to:

1. ANY EXPENSE INCURRED IN CONNECTION WITH REPAIRS PERFORMED WITHOUT RECEIPT OF PRIOR AUTHORIZATION FROM OUR ADMINISTRATOR.
2. Any loss or expense if YOUR VEHICLE is used for plowing snow (unless the Snowplow Optional Coverage box is checked and

- snowplow surcharge is paid); competitive driving; racing; towing a trailer whose weight exceeds the manufacturer's recommendations for YOUR VEHICLE; hire to the public or to transport people for hire; municipal or professional emergency or police services (unless voluntary emergency services; vehicle must be titled in a personal name).
3. YOUR VEHICLE if it is equipped with a flat bed, dump bed, commercial towing equipment, cherry picker, lifting or hoisting equipment.
 4. YOUR VEHICLE if it is a step van, high-cube van or box body; cab and chassis or other incomplete vehicle; over 1-ton or has right-hand steering.
 5. Any damage due to collision or upset, breakage of glass, missile or falling objects; fire; theft, larceny; explosion, earthquake, windstorm, hail, water, flood; rust, corrosion, contamination, foreign objects; malicious mischief, vandalism, riot or civil commotion; lightning, nuclear contamination, acid rain, fading, environmental or industrial fallout; freezing, ultraviolet rays, rotting, mold, smoke; or any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.
 6. Any BREAKDOWN covered by any limited warranty, manufacturer's warranty, recalls, campaigns, repairer's guarantee, road club or any other guarantee, warranty or insurance policy.
 7. Any part that the United States Environmental Protection Agency (EPA) has determined is emissions-related and that is included on a current list published by the EPA of such parts and is within the EPA time and mileage emissions warranty period.
 8. Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the value of the failed part.
 9. Any BREAKDOWN caused by sludge buildup, contaminants, foreign objects; improper amount or type of fluids, lubricants, coolants or refrigerants; or lack of required maintenance as set forth in Section 8, "Your Responsibilities for Service and Maintenance."
 10. Any damage resulting from continued operation or caused by YOUR failure to take reasonable precautions, such as stopping your vehicle immediately or having it towed, to prevent further damage when an apparent problem exists.
 11. Any resulting or consequential damage to or from a non-covered part.
 12. Any BREAKDOWN if the odometer is inoperative or has been altered or tampered with during the time YOU owned YOUR VEHICLE so that the actual mileage cannot be determined.
 13. Any loss of time, inconvenience, interruption of business, storage charges, loss of profits or income, or other consequential damages.
 14. YOUR VEHICLE if it has been modified with any alterations to the powertrain, including tire or wheel sizes (unless the Custom Suspension Package box is checked and the surcharge is paid) or the exhaust system not approved by the manufacturer of YOUR VEHICLE.
 15. Any aftermarket or non-OEM parts or any other modifications installed prior to the time of sale or installed after the time of sale, unless they are specifically listed in "Sport Package" or "Custom Suspension Package."
 16. Fees or expenses charged for shop supplies and the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
 17. YOUR VEHICLE if the manufacturer has voided or rescinded the factory warranty.
 18. YOUR VEHICLE if it has been salvaged or declared a total loss, or its title has been branded.

SECTION 8. YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

READ THIS SECTION CAREFULLY. IF YOU FAIL TO MAINTAIN YOUR VEHICLE ACCORDING TO THE REQUIREMENTS BELOW, COVERAGE UNDER THIS CONTRACT MAY BE RESTRICTED.
REQUIRED MAINTENANCE

YOU must have YOUR VEHICLE serviced according to the service and maintenance schedule published by the manufacturer of YOUR VEHICLE.

REQUIRED RECORDKEEPING

YOU must keep repair orders issued by the repair facility that serviced YOUR VEHICLE. Each repair order should show the date of repair, the odometer reading on that date, and a detailed listing of the services performed and parts replaced.

If YOU perform YOUR own maintenance services, be sure to retain proof-of-purchase receipts. Make sure that the receipts clearly show the date the service was performed and the parts/lubricants replaced. Be sure to note the odometer reading from YOUR VEHICLE on each receipt.

SECTION 9. CONTRACT GUARANTEES

NO-DEDUCTIBLE GUARANTEE

No DEDUCTIBLE will be charged for any subsequent BREAKDOWN of a COVERED PART that was previously repaired or replaced under and during the term of this contract.

FUTURE CONTRACT GUARANTEE

YOU may purchase another contract for YOUR VEHICLE prior to the expiration of this contract, provided:

1. YOUR VEHICLE is not used for ineligible business usage. (See Section 7, "Non-Covered Conditions": 2, 3, 4.)
2. YOUR VEHICLE, at the time YOU request to purchase the future contract, qualifies under OUR then-current underwriting guidelines.
3. YOU request to purchase the future contract at least fifteen (15) days and one thousand (1,000) miles prior to the expiration of this contract.
4. YOU may be required to provide OUR ADMINISTRATOR verifiable service records evidencing that YOU have complied with Section 8, "Your Responsibilities for Service and Maintenance."
5. YOU make YOUR VEHICLE available to the DEALER so that it may be inspected prior to the issuance of the future contract.

Contact OUR SERVICE CENTER at 800-345-0191, extension 402, before this contract expires for details.

TRANSFER GUARANTEE

YOU may transfer the remaining coverage under this contract when YOU sell YOUR VEHICLE to another individual (no dealers, brokers, etc.) prior to the expiration of this contract. In order to initiate this transfer process, provide OUR ADMINISTRATOR with the following information:

1. A letter from YOU within fifteen (15) days of the date of sale of YOUR VEHICLE. State YOUR intention to transfer this contract and the name and the address of the purchaser.
2. A copy of the bill of sale or sale agreement showing the date and mileage on YOUR VEHICLE at the time of sale.
3. YOU may be required to provide OUR ADMINISTRATOR verifiable service records evidencing that YOU have complied with Section 8, "Your Responsibilities for Service and Maintenance" of this contract.

4. Proof that YOU have transferred the remaining coverage under any manufacturer's warranty or extended warranty to the purchaser of YOUR VEHICLE.

5. A transfer fee of fifty dollars (\$50). YOU must comply with all of the above requirements within fifteen (15) days of the date of sale of YOUR VEHICLE or YOUR transfer request will be denied and this contract will no longer be in force. Call OUR SERVICE CENTER at 800-345-0191, extension 412, to obtain a transfer request form.

SECTION 10. YOUR RIGHT TO CANCEL *

PROCEDURES

YOU may cancel this contract at any time by surrendering this contract to the DEALER, together with a written request and an affidavit stating the accumulated mileage on the VEHICLE at the time of the cancellation request.

REFUND CALCULATION

If YOU request cancellation within sixty (60) days of the purchase of this contract for NEW or NEAR-NEW VEHICLES, a full refund will be made by the DEALER.

If a claim has been made against the contract or if the contract has been in YOUR receipt for more than sixty (60) days for NEW or NEAR-NEW VEHICLES, the DEALER will make a pro rata refund less a thirty-five dollar (\$35) fee. This refund will be based upon the elapsed time or mileage, whichever is greater, from the CONTRACT SALE DATE and the CONTRACT SALE MILEAGE.

OUR ADMINISTRATOR, its agents and assigns have no liability to YOU to make any refund payments.

REFUND DISTRIBUTION

If YOUR VEHICLE is repossessed or deemed a total loss, YOUR cancellation rights under this contract will transfer to the lienholder. We agree upon receipt of evidence of same, to name the lienholder as the sole payee of any resulting refund. If this contract is financed, the lienholder may be named as an additional or sole payee for any refund due.

* State restrictions may apply. See Section 15, "State Changes."

WHAT TO DO IF YOUR VEHICLE BREAKS DOWN

SECTION 11. HOW TO FILE A CLAIM

1. Use all reasonable means to protect YOUR VEHICLE from further damage resulting from continued operation.
2. Return YOUR VEHICLE to the DEALER to determine the problem and the cause of failure. If this is not possible, call OUR SERVICE CENTER for instructions.
3. YOU must authorize any charges necessary to determine the cause of the failure. This includes necessary diagnostic and teardown charges. If the failure does not qualify as a BREAKDOWN under the terms of this contract, YOU must pay for all diagnostic, teardown and repair charges. If OUR ADMINISTRATOR wants to inspect YOUR VEHICLE, YOU must allow the inspection before any repairs are begun. OUR ADMINISTRATOR has no obligation to inspect YOUR VEHICLE or to certify its condition before or after covered repairs are completed.
4. Do not agree to have repairs performed under the terms of this contract unless YOU or the repair facility has received an authorization number from OUR ADMINISTRATOR.
5. YOU or the repair facility must submit all required documents to OUR SERVICE CENTER before any claim can be processed for payment. They must include accurate dates and mileages, detailed descriptions of the parts and services, and the specific charges.

These documents may include repair orders, rental car bills, and other receipts evidencing amounts claimed under this contract.

WHAT ELSE YOU SHOULD KNOW

SECTION 12. DEFINITIONS

This contract contains several words and phrases that have particular meaning and appear in CAPITALS throughout this contract.

"ADMINISTRATOR" and "SERVICE CENTER": Mean the organization that WE have retained to provide administrative and claim services for OUR service contract program. OUR ADMINISTRATOR, its agents and assigns are not a party to this contract.

"BREAKDOWN" and "MECHANICAL BREAKDOWN": Mean the failure of a COVERED PART to perform its intended function due to defects in materials or faulty workmanship in its manufacturing.

"CONTRACT SALE DATE": Means the date that YOU bought this contract.

"CONTRACT SALE MILEAGE": Means the mileage on YOUR VEHICLE'S odometer on the CONTRACT SALE DATE.

"COSTS" and "REPAIR COSTS": Mean the actual amounts charged for labor and parts by a licensed repair facility to repair or replace COVERED PARTS due to a BREAKDOWN (subject to the terms and conditions of this contract and as authorized by OUR ADMINISTRATOR). Parts COSTS are limited to the suggested retail prices of YOUR VEHICLE'S manufacturer. Replacement parts may be new, remanufactured, non-original equipment manufacturer's parts or parts of a like kind and quality when available and as deemed necessary by OUR ADMINISTRATOR. Labor time COSTS are limited to the repair times shown in the current year's national, flat-rate hourly labor guide and the repair facility's current, retail, hourly labor rate. COSTS also include all necessary fluids, filters, seals, gaskets, alignments and taxes. YOU must pay for all diagnostic, disassembly, service, repair and other charges not authorized by OUR ADMINISTRATOR.

"COVERED PART(S)": Mean any of those parts of YOUR VEHICLE described in Section 2, "Your Coverage" and subject to the conditions and exclusions listed in Section 6, "Non-Covered Parts and Services," and Section 7, "Non-Covered Conditions."

"DEALER," "ISSUING DEALER" and "SELLING DEALER": Mean the automobile dealership or lessor from whom YOU purchased or leased YOUR VEHICLE and is referred to as the ISSUING DEALER on Page 1.

"DEDUCTIBLE": Means the portion of the REPAIR COSTS that YOU must pay for each repair visit, as shown on Page 1 (see Section 5, "Your Deductible").

"FULL FACTORY WARRANTY": Means the manufacturer's full warranty provided at no additional cost to YOU that covers repairs to correct any VEHICLE defect related to material or workmanship.

"NEW VEHICLE" and "NEAR-NEW VEHICLE": Mean any eligible VEHICLE that, at the CONTRACT SALE DATE and CONTRACT SALE MILEAGE, has the FULL FACTORY WARRANTY and manufacturer's extended warranty in force—including manufacturer's extended warranties that must be properly transferred—and fits the criteria below. NEW VEHICLES and NEAR-NEW VEHICLES are eligible for new-vehicle coverage anytime during the FULL FACTORY WARRANTY.

Vehicle Type	Minimum Full Factory Warranty
Domestic/Asian/European	3 Years/36,000 Miles

"VEHICLE": Means the passenger car, van, sport utility or light truck (1-ton or less) described on Page 1 of this contract.

"WE," "US," and "OUR": Mean the obligor of this contract, as stated on Page 1.

"YOU" and "YOUR": Mean the purchaser of the VEHICLE described on Page 1.

SECTION 13. CONTRACT SPECIFICS AND LIMITATIONS

CONTRACT TERRITORY

This contract provides coverage in the United States, including its territories and possessions, and Canada only for failures due solely to the MECHANICAL BREAKDOWN of a COVERED PART.

CONTRACT TERM

The combination of time and mileage shown on Page 1 determines YOUR contract term.

Coverage for NEW VEHICLES and NEAR-NEW VEHICLES begins on the CONTRACT SALE DATE and at zero (0) miles. The time YOU have selected is added to the CONTRACT SALE DATE.

The expiration date and expiration mileage are shown on Page 1. YOUR coverage ends when YOUR VEHICLE'S accumulated time or mileage reaches the limits of the contract term, whichever occurs first.

CONTRACT CHANGES

If any of the information provided on Page 1 is omitted or does not conform to the program guidelines, OUR ADMINISTRATOR may correct YOUR contract as necessary and in the course of business send to YOU at your address of record by first-class mail an endorsement with the necessary corrections.

CONTRACT RESTRICTIONS

If the actual mileage or equipment of YOUR VEHICLE is misrepresented on Page 1 of this contract, coverage under this contract will be restricted. If payment of the appropriate costs related to this contract is not made, there is no coverage provided by this contract.

EXCESS CHARGES

YOU are responsible for charges for diagnostic and/or teardown procedures that are not listed or exceed the labor times listed in the current year's national, flat-rate hourly labor guide. YOU are also responsible for charges for parts, labor, rental, towing or other services beyond those authorized by OUR ADMINISTRATOR.

LIMIT OF LIABILITY

The limit of OUR liability for any repair visit is the fair market value of YOUR VEHICLE immediately prior to the BREAKDOWN. The total amount WE will pay for all claims throughout the contract term shall not exceed the purchase price of YOUR VEHICLE as shown on Page 1.

PROMPT SETTLEMENT

If WE do not settle YOUR claim within sixty (60) days of OUR receipt of YOUR proof of loss, YOU may make a claim against the CNA company that is specifically identified on Page 1. For additional information, see Section 15, "State Changes."

HOW TO CONTACT US

SECTION 14. OUR ADMINISTRATOR

OUR ADMINISTRATOR is not a party to this contract and has no liability to YOU under the terms and conditions of this contract.

Please submit all claims and claim information requests to:

SERVICE CENTER
P.O. Box 2840
Scottsdale, AZ 85252-2840
800-722-4758

STATE REQUIREMENTS

SECTION 15. STATE CHANGES

The following state requirements apply to YOUR vehicle service contract:

ALABAMA: The following statements are added to YOUR vehicle service contract: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Pre-existing conditions are not excluded. Section 10 is amended to read as follows: The refund fee is twenty-five (\$25) dollars.

ARIZONA: The following statements are added to YOUR vehicle service contract: Section 5. Deductible, Only one deductible applies per BREAKDOWN regardless of the number of repair visits it may take to make repairs. Section 7. Non-Covered Conditions, Item 1, Except pursuant to Section 11, Item 4 is added: Should YOU have an emergency situation occurring outside normal business hours and the ADMINISTRATOR cannot be reached, YOU may elect to have YOUR VEHICLE repaired and reimbursement will be made in accordance with the provisions of this contract subject to verification. Section 10 Your Right to Cancel, Item 1, Procedures, and Item 2, Refund Cancellation, are deleted and replaced with the following: 1. Procedures, YOU may cancel this contract at any time by surrendering contract to the SELLING DEALER, US or OUR ADMINISTRATOR together with a written request and an affidavit stating the accumulated mileage on the VEHICLE at the time of the cancellation request; 2. Refund Cancellation, If YOUR request for cancellation is made within sixty (60) days of the purchase of this contract for NEW VEHICLES or NEAR-NEW VEHICLES or within thirty (30) days of the purchase of this contract for USED VEHICLES and YOU have not filed a claim under this contract, the SELLING DEALER, US or OUR ADMINISTRATOR will refund the full purchase price of this contract to YOU. If YOU make a request for cancellation after the applicable time period above or if YOU have filed a claim under this contract, the SELLING DEALER, US or OUR ADMINISTRATOR will make a pro rata refund to YOU based upon the elapsed time or mileage, whichever is greater, from the CONTRACT SALE DATE and the CONTRACT SALE MILEAGE, less a twenty-five (\$25) dollar processing fee. The following statement is deleted: Section 12, Definitions, OUR ADMINISTRATOR, its agents and assigns have no liability to YOU under this contract.

CALIFORNIA: The following statements are added to YOUR vehicle service contract: Section 2 is amended to add: Conditions pre-existing the purchase of this contract are not excluded. Section 3, Roadside Assistance, Lock-Out Assistance is amended to add: If YOUR keys are locked inside YOUR VEHICLE assistance will be provided to gain entry into YOUR VEHICLE limited to an emergency road service benefit only. Section 9, Contract Guarantees, Future Contract Guarantee, the following is added: 6. To purchase a Future Contract, return to YOUR DEALER, if this is not possible, call OUR SERVICE CENTER for the location of another licensed dealer. Section 10 is amended to add: WE may cancel this contract for any reason within sixty (60) days of the purchase of this contract. WE may cancel this contract after sixty (60) days of the purchase of this contract due to nonpayment of the service contract price, a material misrepresentation, or fraud by YOU relating to the covered property or its use. Any pre-existing claims established prior to US cancelling this contract will be honored provided that the claim is covered under the terms of this contract and is not excludable for nonpayment of the service contract price, or a material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use. WE will mail notice to YOUR last known address at least five (5) days prior to cancellation by US. The notice shall state the effective date of the cancellation and the reason for the cancellation. Refunds made pursuant to cancellation by US shall be paid within thirty (30) days. YOU may cancel and obtain a full refund within sixty (60) days if no claims have been made. If more than sixty (60) days have elapsed or a claim has been made, YOU are entitled to

a pro rata refund. In addition, WE may assess a cancellation fee not to exceed twenty-five dollars (\$25) or ten percent (10%) of the contract purchase price, whichever is less. The following statements are added: Performance to YOU under this contract is guaranteed by a California-approved insurance company. YOU may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days of the proof of loss filing. The name and address of the insurance company is Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. If YOU are not satisfied with the insurance company's response, YOU may contact the California Department of Insurance at 800-927-4357. The ADMINISTRATOR is CNA National Warranty Corporation operating under License #0C94205. The obligor is Continental Service Provider, Inc., P.O. Box 2840, Scottsdale, AZ 85252, 800-345-0191, License #0E32746.

COLORADO: The following statement is added to YOUR vehicle service contract: OUR obligations to YOU under this contract are guaranteed under service contract reimbursement insurance policy no. WNC0045002 issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000.

CONNECTICUT: The following statements are added to YOUR vehicle service contract: OUR obligations to YOU under this contract are guaranteed under service contract reimbursement insurance policy no. WNC0045002 issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. If YOU have questions/problems concerning YOUR service contract and YOU reside in CT, YOU may contact the CT Insurance Department, P.O. Box 816, Hartford, CT 06142, attn. Consumer Affairs, 860-297-3867. This contract will not expire while YOUR VEHICLE is in a repair facility for a covered BREAKDOWN. Section 10 is amended to add: WE may cancel this contract if YOU return the contract or the contract is stolen, lost, destroyed or sold.

GEORGIA: The following statements are added to YOUR vehicle service contract: Section 7, Non-Covered Conditions, number 14 is amended to read: YOUR VEHICLE if it has been modified by YOU or with YOUR knowledge any alterations to the powertrain, including tire or wheel sizes (unless the Custom Suspension Package box is checked and the surcharge is paid) or the exhaust system not approved by the manufacturer of YOUR VEHICLE. Number 15 is amended to read: Any aftermarket or non-OEM parts or any other modifications installed prior to the time of sale or installed after the time of sale by YOU or with YOUR knowledge unless they are specifically listed in "Sport Package" or "Custom Suspension Package." As required by OCGA 33-7-6, Section 10, Your Right to Cancel, is amended to include the following: In the event the SELLING DEALER is unable to make a refund, YOU may file a claim for unearned premium directly with the insurer listed on PROOF OF REGISTRATION. The thirty-five (\$35) dollar processing fee for cancellation is waived and all cancellation notices will conform to OCGA 33-24-44. The following statements are added: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. The issuer of YOUR service contract cannot cancel except for fraud, material misrepresentation, or failure to pay. The condition of sludge buildup is not excluded. Pre-existing conditions are not excluded.

HAWAII: The following statement is added to YOUR vehicle service contract: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy.

IDAHO: The following statements are added to YOUR vehicle service contract: OUR obligations to YOU under the contract are guaranteed by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR the next business working day. Coverage afforded under this contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The following statements are added to YOUR service contract: Section 7, Non-Covered Conditions, normal wear and tear is not excluded except where specifically stated. Section 11, How to File a Claim, Item 6, OUR obligations to YOU are covered under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. Section 10, Your Right to Cancel, Refund Calculation, is deleted and replaced with: If YOUR request for cancellation is made within sixty (60) days of the purchase date of this contract for NEW or NEAR-NEW VEHICLES or within thirty (30) days of the purchase of this contract for USED VEHICLES a full refund, the lesser of a thirty-five (\$35) dollar processing fee or ten percent (10%) of the service contract price will be made by US. If a claim has been made against the contract or if the contract has been in YOUR receipt for more than sixty (60) days for NEW VEHICLES or NEAR-NEW VEHICLES or thirty (30) days for USED VEHICLES, WE will make a pro rata refund based upon the elapsed time or mileage, whichever is greater, from the CONTRACT SALE DATE and the CONTRACT SALE MILEAGE and the lesser of a thirty-five dollar (\$35) processing fee or ten percent (10%) of the service contract price. OUR ADMINISTRATOR, its agents and assigns have no liability to YOU to make any refund payments.

INDIANA: The following statement is added to YOUR vehicle service contract: Section 1 is amended to include: Regarding payment for a service contract, proof of payment to a SELLING DEALER or third party administrator that issued such a contract constitutes proof of payment to the insurer that issued the reimbursement insurance policy for such contract. OUR obligations under this service contract are guaranteed under a service contract reimbursement insurance policy issued by Continental Casualty Company, 333 S. Wabash Avenue, Chicago, Illinois 60604, 312-822-5000.

IOWA: The following statement is added to YOUR vehicle service contract: If YOU have questions and/or problems concerning YOUR vehicle service contract and YOU reside in Iowa, YOU may contact the Iowa Commissioner of Insurance, 330 Maple Street, Des Moines, Iowa 50319, 515-281-5705.

KENTUCKY: The following statement is added to YOUR vehicle service contract: Section 3. Roadside Assistance is deleted and replaced with the following: If YOU cannot drive your vehicle due to a BREAKDOWN resulting from defects in material and workmanship, WE will pay YOU the towing charge up to one hundred (\$100) dollars per occurrence not reimbursed to YOU by a road club, insurance policy or by YOUR VEHICLE manufacturer's warranty. WE will pay YOU for road service labor charges performed at the scene as required to rectify a BREAKDOWN resulting from defects in material and workmanship. The limit is fifty dollars (\$50) per occurrence.

LOUISIANA: The following statements are added to YOUR vehicle service contract: This contract can be canceled by US only for nonpayment of the Service Contract Price or if YOU made a false statement with the intent to deceive that materially affected OUR acceptance of YOUR contract. All authorized claims will be paid within thirty (30) days after OUR receipt of all required documents. Section 10, Your Right to Cancel, Refund Calculation, is replaced with: If YOU request cancellation within thirty (30) days of the purchase of this contract, the DEALER will make a full refund. If YOU request cancellation after thirty (30) days of the purchase of this contract, the DEALER will make a pro rata refund less a thirty-five (\$35) dollar fee, which is based upon the elapsed time or mileage, whichever is greater, from the CONTRACT SALE DATE and the CONTRACT SALE MILEAGE. OUR ADMINISTRATOR, its agents and assigns have no responsibility to YOU to make any refund payments.

MARYLAND: The following statement is added to YOUR vehicle service contract: If after sixty (60) days YOU are unable to settle YOUR claim, refer to page 1, CONTRACT DEFINITIONS, or YOU may elect to settle a service contract dispute through the Consumer Protection Division of the MD Attorney General's Office.

MINNESOTA: The following statements are added to YOUR vehicle service contract: Section 2 is amended to add: Conditions pre-existing the purchase of this contract are not excluded. Section 8 is amended to add: YOU must maintain YOUR USED VEHICLE as follows: (1) rotate tires every 7,500 miles; (2) inspect steering gear/rack, steering linkage and suspension components every 30,000 miles; and (3) use all reasonable means to protect YOUR VEHICLE from further damage when a known problem exists. Section 10 is amended to add: WE will mail notice to YOUR last known address at least fifteen (15) days prior to cancellation by US. WE will mail notice to YOUR last known address at least ten (10) days prior to cancellation by US if cancellation is due to nonpayment of the service contract price, a material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. Section 12 is amended to add: If the USED VEHICLE has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first. If the USED VEHICLE has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. All coverage provided for YOUR VEHICLE under this contract shall exclude coverage currently in force under any express warranty. Coverage provided for YOUR VEHICLE under this contract: (1) may not be excluded or cancelled due to any undesirable vehicle conditions about which a seller of a vehicle either was or should have been aware yet failed to disclose to a buyer at the time of sale; (2) may not be excluded or cancelled in the event a vehicle is found to be rebuilt or refurbished from a total loss or to have a branded title; (3) may not be excluded for damage caused to a covered part by a non-covered part or by consequential damage from a non-covered part; and (4) may not be excluded for damage caused by rust, corrosion, carbon, varnish, engine sludge or foreign material. Coverage provided for YOUR VEHICLE under this contract: (1) may be excluded or cancelled in the event an odometer is found to be tampered with if the tampering occurs while the affected vehicle is owned by YOU; (2) may be excluded or cancelled for failure to repair a broken odometer if such failure to repair occurs while YOU own the VEHICLE; and (3) may be excluded or cancelled in the event of misrepresentation or fraud if such misrepresentation or fraud occurs in the submission of a claim. Receipts for all oil changes and service work must be kept by YOU in order to keep this contract in force.

MISSISSIPPI: The following statement is added to YOUR vehicle service contract: Section 11 is amended to add: In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR the next business working day.

MISSOURI: The following statements are added to YOUR vehicle service contract: Section 10 is amended to add: WE will mail notice to YOUR last known address within fifteen (15) days of cancellation by YOU. Notice will not be mailed if cancellation is due to nonpayment of the service contract price. This contract cannot be cancelled for conditions pre-existing the purchase of this contract. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of YOUR return of the contract to US.

NEBRASKA: The following statements are added to YOUR vehicle service contract: Under Contract Definitions, Continental Service Provider, Inc. is deleted and replaced with Continental Service Plan, Inc. Under the CNA company against which YOU may make a claim, Continental Casualty Company is deleted and replaced with The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. OUR obligations under this service contract are guaranteed under a service contract reimbursement insurance policy issued by The Continental Insurance Company, policy number WNC0045000. In SECTION 13. Contract Specifics and Limitations: Limit Of Liability is amended to read, The limit of OUR liability for any repair visit is the fair market value of

YOUR VEHICLE immediately prior to the BREAKDOWN as determined by the current NADA retail value or equivalent guide. The total amount WE will pay for all claims throughout the contract term shall not exceed the purchase price of YOUR VEHICLE as shown in Page 1. **NOTICE OF RISKS –** Neither the motor vehicle service contract nor the motor vehicle service contract reimbursement insurance policy are covered by the Nebraska Property and Liability Insurance Guaranty Association Act and, in the event of insolvency of any party to the contract, no coverage for any losses exists from the Nebraska Property and Liability Insurance Guaranty Association. The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses. I have read this NOTICE OF RISKS [Purchaser's Initials _____]

NEVADA: The following statements are added to YOUR vehicle service contract: Section 2 is amended to add: Pre-existing conditions are not excluded. Section 10 is amended to add: If WE fail to refund YOUR cancellation refund within forty-five (45) days of the return of YOUR contract to US, WE shall pay YOU a ten percent (10%) penalty of the service contract price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If YOUR contract has been in effect for at least seventy (70) days, WE may not cancel it before the expiration of the agreed term or one year after the effective date of YOUR contract, whichever occurs first, except on any of the following grounds: a. YOUR failure to pay an amount when due; b. YOUR conviction of a crime which results in an increase in the service required under this contract; c. Discovery of fraud or material misrepresentation by YOU in obtaining YOUR contract, or in presenting a claim for service there under; d. Discovery of an act or omission by YOU, or a violation by YOU of any condition of YOUR contract, which occurred after the effective date of YOUR contract and which substantially and materially increases the service required under YOUR service contract; or e. A material change in the nature or extent of the service or repair which occurs after the effective date of YOUR service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that YOUR contract was issued or sold. No cancellation of YOUR contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to YOU. If WE cancel YOUR contract, there is no cancellation fee. OUR obligations to YOU under this service contract are guaranteed under an insurance policy issued by the insurance company stated on page one.

NEW HAMPSHIRE: The following statements are added to YOUR vehicle service contract: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. In the event YOU do not receive satisfaction under this contract, YOU may contact the NH Insurance Dept., 21 S. Fruit St., Concord, NH 03301, 603-271-2261. In compliance with ROSA 407-A-1, the following statement is deleted: Section 10, less a thirty-five (\$35) dollar processing fee.

NEW YORK: The following statements are added to YOUR vehicle service contract: Section 2 is amended to add: Conditions pre-existing the purchase of this contract are not excluded. Section 10 is amended to add: WE will mail notice to YOUR last known address at least fifteen (15) days prior to cancellation by US. The notice shall state the effective date of the cancellation and the reason for the cancellation. Notice will not be mailed if cancellation is due to nonpayment of the service contract price, a material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of YOUR return of the contract to US. Section 11 is amended to add: In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR the next business working day.

NORTH CAROLINA: The following statement is added to YOUR vehicle service contract: Section 10, Your Right to Cancel, Refund Calculation is deleted and replaced with the following statement: A pro rata refund shall be made by US based upon elapsed time or mileage, whichever is greater, from the CONTRACT SALE DATE and the CONTRACT SALE MILEAGE, less a processing fee not to exceed ten percent (10%) of the pro rata refund or thirty-five (\$35) dollars, whichever is less.

OHIO: The following statements are added to YOUR vehicle service contract: "This contract is not insurance and is not subject to the insurance laws of this state." OUR obligations under this service contract are guaranteed under a service contract reimbursement insurance policy issued by Continental Casualty Company, 333 South Wabash Avenue, Chicago, Illinois 60604, 312-822-5000. If WE fail to perform or make payment due under the terms of the contract within sixty (60) days after YOU request performance or payment pursuant to the terms of the contract, YOU may request performance or payment directly from Continental Casualty Company, including any obligation in the contract by which WE must refund YOU upon cancellation of YOUR contract.

OKLAHOMA: The following statements are added to YOUR vehicle service contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. Section 10 is amended to read: If YOU cancel this contract within the first sixty (60) days and no claim has been authorized or paid, WE will make a one hundred percent (100%) refund. If YOU cancel this contract after sixty (60) days or have made a claim within the first sixty (60) days, WE will refund ninety percent (90%) of the unearned pro rata premium. If WE cancel this contract, WE will make a one hundred percent (100%) refund. OUR obligations under this service contract are guaranteed under a service contract reimbursement insurance policy issued by Continental Casualty Company, 333 S. Wabash Avenue, Chicago, Illinois 60604, 312-822-5000. Roadside assistance is offered by Road America, a Mapfre Company, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 800-442-4690. Their Oklahoma location is Brickell Financial Services Motor Club, Inc. d/b/a Road America Motor Club, 1833 South Morgan Road, Oklahoma City, OK 73128, County of Oklahoma, 405-324-8180.

SOUTH CAROLINA: The following statements are added to YOUR vehicle service contract: In the event you do not receive satisfaction under this contract, YOU may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, 803-737-6160. Section 2 is amended to add: Conditions pre-existing the purchase of this contract are not excluded. Section 10 is amended to read: WE will mail notice to YOUR last known address at least fifteen (15) days prior to cancellation by US. The notice shall state the effective date of the cancellation and the reason for the cancellation. Notice will not be mailed if cancellation is due to nonpayment of the service contract price, a material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of YOUR return of the contract to US. Section 11 is amended to add: In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR the next business working day. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy.

TEXAS: The following statements are added to YOUR vehicle service contract: OUR ADMINISTRATOR'S registration number in Texas is #113. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. YOUR unresolved complaints concerning US or questions about the regulation of service contract providers may be sent to: Texas Dept. of Insurance, P.O. Box 149091, Austin, TX

78714, 800-599-7467. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of the cancellation. WE may cancel this contract for any reason within sixty (60) days of the purchase of this contract. WE may cancel this contract after sixty (60) days of the purchase of this contract due to nonpayment of the service contract price, a material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use such as fraud; if we cancel for any of these reasons, no cancellation fee will be due. WE will mail a notice to YOUR last known address at least five (5) days prior to cancellation by US. The notice shall state the effective date of the cancellation and the reason for the cancellation. YOU may cancel and obtain a full refund within sixty (60) days if no claims have been made. If a claim has been made, YOU are entitled to a refund of the purchase price, less any claims made.

UTAH: The following statements are added to YOUR vehicle service contract: **This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 3110 State Office Building, Salt Lake City, Utah 84114-6901 or 801-538-3800.** OUR obligations to YOU under this contract are guaranteed by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 1-888-679-9253. Upon OUR failure to perform under the terms of this service contract, Continental Casualty Company, shall pay on OUR behalf any sums WE are legally obligated to pay or provide the service WE are legally obligated to perform, according to OUR contractual obligations under this service contract. YOU must pay for this contract on the CONTRACT SALE DATE. In the event of emergency repairs performed outside of normal business hours, YOU must contact OUR ADMINISTRATOR the next business day or as soon as reasonably possible. YOU must give notice of a mechanical breakdown or file a written proof of loss with OUR ADMINISTRATOR within twelve (12) months or as soon as reasonably possible. If WE cancel this contract for nonpayment of premium, the cancellation is effective no sooner than ten (10) days after delivery or first-class mailing to YOU of a written notice including a statement of the reason for cancellation. If WE cancel this contract for a reason other than nonpayment of premium, such as, material misrepresentation, substantial change in risk, or substantial breaches of contractual duties, conditions or warranties, the cancellation is effective no sooner than thirty (30) days after delivery or first-class mailing to YOU of a written notice including a statement of the reason for cancellation. This contract is not renewable unless it contains a Future Contract Guarantee provision. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT: The following statement is added to YOUR vehicle service contract: Section 11 is amended to add: In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR the next business working day.

WASHINGTON: The following statements are added to YOUR vehicle service contract: **Continental Service Plan, Inc. is the service provider. On Page 1, under Contract Definitions, Continental Service Provider, Inc. is deleted and replaced with Continental Service Plan, Inc. Under the CNA company against which YOU may make a claim, Continental Casualty Company is deleted and replaced with The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. The policy number is WNC0045000. YOU shall be entitled to make a claim at anytime against Continental Insurance Company for any MECHANICAL BREAKDOWN claim covered under this contract. Section 2, Your Coverage, is amended to add: Pre-existing conditions are not excluded. Section 7, item 10 is amended to add: A service contract provider shall not deny a claim for coverage based upon the service contract holder's failure to properly maintain the vehicle, unless the failure to maintain the vehicle involved the failed part or parts. Section 10, Your Right to Cancel-Refund**

EXHIBIT E



MULTI-SHIELD® PROTECTION PLAN

F&I Code No.

Issuing Dealer:

Name: JEFFREY AUTOMOTIVE ADDRESS: GROUND GRATIOY CITY: ROSEVILLE, MI STATE: MI ZIP: 48066

IMPORTANT: PLEASE TYPE OR PRINT

Owner Name:

Month: 01 Day: 23 Year: 2017

Address:

City: DRYDEN MI ZIP:

Vehicle:

Year: 2015 Make: NISSAN Model: LEAF Vehicle Identification: 1N6AA11

Lienholder:

Name: FIFTH THIRD BANK Address: PO BOX 997540 City: SACRAMENTO CA 95809 State: CA ZIP: 95809 Purchase Price: \$ 12,999.00

Term:

3 Year 5 Year

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIR OR REPLACEMENT HAS BEGUN: 1-800-346-6469

Class:

Standard Auto
 HP Class I HP Class II HP Class III HP Class IV

See originating dealer for class definition. Select only one.

Upgrade: Surchage Required

Gold Option - Includes alloy wheel cosmetic repair (no replacement), \$100 emergency roadside towing, and up to \$35 per day in rental car expense. Note: This upgrade option cannot be purchased separately. Cosmetic repairs to chrome wheels are excluded under this contract.
 Chrome(d)/Chrome Clad Wheels

This registration form enrolls you into the Multi-Shield® Protection Plan which includes the following benefits, services and guarantees:

- 24-hour emergency roadside service.
- Flat tire repair or full replacement when tire is unrepairable and/or the wheel is damaged so it is unable to seal with the tire due to a covered road hazard (debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway). NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will not be considered a covered road hazard. Damage from these conditions or any accident should be reported to your automobile physical damage insurance company. This Plan will cover the replacement of the TPMS if it is damaged by a road hazard. TPMS damaged while removing the tire or wheel from your vehicle is not covered. Wheels will be repaired whenever possible. Wheels determined to be unrepairable will be replaced with wheels of like kind and quality of the original vehicle's wheels. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes and labor charge. **Special Provisions relating to Aftermarket Wheels:** In the event the vehicle has damage to an aftermarket wheel, please be advised that it may not be possible for the repair facility to locate an exact matching replacement wheel. Aftermarket wheels are generally discontinued after a certain time period. It is the responsibility of the repair facility (or the customer) to locate a replacement. If a matching replacement cannot be found, a cash settlement will be made to the contract holder in the amount for which the original damaged wheel was purchased.
- Gold Option upgrade covers alloy wheel repair (Note: If the cosmetic damage to the wheel is unable to be repaired through normal cosmetic repair procedures, the wheel will not be replaced), \$100 emergency roadside towing and rental car service reimbursement as specified in this Plan.
- The Vehicle Security Anti-Theft System installed on the vehicle guarantees to the Registered Owner/Lessee of the described vehicle that the System installed will be an effective deterrent against vehicle theft. In the event the System fails and the described vehicle is stolen and not recovered within thirty (30) days or is RECOVERED and declared a Total Loss as a result of the theft, the following benefits will apply: a) \$3,000 Benefit paid directly to the Registered Owner/Lessee; and b) \$2,000 Replacement Allowance from the Original Selling Dealer towards the purchase of a replacement vehicle (within 120 days of the Date of Loss or the benefit will become null and void). **Primary Deductible Reimbursement:** Alternatively, if the vehicle is stolen and RECOVERED within thirty (30) days said Registered Owner/Lessee will be reimbursed the comprehensive amount deducted by the Insurance Company in their settlement with respect to the deductible up to \$1,000.
- Crystal Fusion™ treated glass is warranted to remain water repellent (hydrophobic). Hydrophobicity is measured by the angle that a water droplet attaches to horizontal glass. Untreated glass attains an angle of approximately 12 to 15 degrees; Crystal Fused glass attains an angle of 60 to 115 degrees. This angle is guaranteed to be no less than 60 degrees during the Limited Product Warranty period (4-times better than untreated glass) when properly maintained. The use of abrasives, waxes or coatings may diminish the effectiveness of Crystal Fusion and void the Limited Product Warranty. You agree to treat the Crystal Fusion treated glass on the Vehicle as required with the Crystal Fusion Maintenance Solution, which will be shipped to You free-of-charge. Should it be found that Crystal Fusion fails to sustain the warranted level of hydrophobicity, a Crystal Fusion Authorized Dealer shall re-apply the Crystal Fusion process to the windshield at no charge during the remaining Limited Product Warranty period. This remedy shall be executed at the originating dealership. Liability and damages are limited to the original cost of application of Crystal Fusion to the treated surfaces. This Limited Product Warranty is non-transferable.
- Exterior Paint Protection against fading, chalking, loss of gloss, acid rain, tree sap, bird droppings, water spotting, industrial fallout, road salt, all insects and love bugs (provided they are removed from exterior painted surfaces within a reasonable time - 2 days).
- Interior Repair Protection of carpet, fabric & vinyl/leather against permanent damage caused by fading, chewing gum, loose seam stitches, and permanent staining caused by food, drink, ink, dye, lipstick, makeup, crayons, urine, vomit, and oil-based stains through normal use. Protection against punctures less than 1/4" in diameter and rips or tears less than 1" in length, under normal use.

Eligible Tires are your vehicle's original tires that have a minimum remaining tread depth of three-thirty-seconds of an inch (3/32"), and are free of any manufacturer defects. Replaced tires are covered for time remaining on this Plan.

Eligible Wheels are your vehicle's original wheels on the vehicle upon delivery to you by the selling dealer.

Selection of the Gold Option upgrades the Plan to include the repair of cosmetic damage only to alloy wheels. Alloy wheels are defined as any road wheel composed of either aluminum or magnesium, as opposed to steel, excluding chrome wheels. Alloy wheel repair means cosmetic repair of scratches on alloy wheels, and is limited to factory wheel brushed, polished, machined or painted surfaces. Due to aging and variance in alloy wheel color and texture, it is not always possible to match colors or texture to the other alloy wheels, so an exact color or texture match is not guaranteed. Emergency towing expense reimbursement upgrade from \$50 to \$100. Reimbursement for rental car expenses incurred during a claim (up to \$35 per day to a maximum of \$70); NOTE: No rental coverage will be provided for claims which are cosmetic wheel repair only. The Gold Option cannot be purchased separately.

The person named in the above schedule made a part hereof, in consideration of the payment of fee provided in said schedule.

**FROM THE CLAIMS CENTER BEFORE ANY REPAIR
OR REPLACEMENT HAS BEGUN: 1-800-346-6469**

Class:	<input type="checkbox"/> Standard Auto
	<input type="checkbox"/> HP Class I <input type="checkbox"/> HP Class II <input type="checkbox"/> HP Class III <input type="checkbox"/> HP Class IV <i>See originating dealer for class definition. Select only one.</i>
Upgrade: Surcharge Required	<input type="checkbox"/> Gold Option - Includes alloy wheel cosmetic repair (no replacement), \$100 emergency roadside towing, and up to \$35 per day in rental car expense. Note: This upgrade option cannot be purchased separately. Cosmetic repairs to chrome wheels are excluded under this contract.
	<input type="checkbox"/> Chrome(d)/Chrome Clad Wheels

This registration form enrolls you into the Multi-Shield® Protection Plan which includes the following benefits, services and guarantees:

- 24-hour emergency roadside service.
- Flat tire repair or full replacement when tire is unrepairable and/or the wheel is damaged so it is unable to seal with the tire due to a covered road hazard (debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway). NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will not be considered a covered road hazard. Damage from these conditions or any accident should be reported to your automobile physical damage insurance company. This Plan will cover the replacement of the TPMS if it is damaged by a road hazard. TPMS damaged while removing the tire or wheel from your vehicle is not covered. Wheels will be repaired whenever possible. Wheels determined to be unrepairable will be replaced with wheels of like kind and quality of the original vehicle's wheels. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes and labor charge. **Special Provisions relating to Aftermarket Wheels:** In the event the vehicle has damage to an aftermarket wheel, please be advised that it may not be possible for the repair facility to locate an exact matching replacement wheel. Aftermarket wheels are generally discontinued after a certain time period. It is the responsibility of the repair facility (or the customer) to locate a replacement. If a matching replacement cannot be found, a cash settlement will be made to the contract holder in the amount for which the original damaged wheel was purchased.
- Gold Option upgrade covers alloy wheel repair (Note: If the cosmetic damage to the wheel is unable to be repaired through normal cosmetic repair procedures, the wheel will not be replaced), \$100 emergency roadside towing and rental car service reimbursement as specified in this Plan.
- The Vehicle Security Anti-Theft System installed on the vehicle guarantees to the Registered Owner/Lessee of the described vehicle that the System installed will be an effective deterrent against vehicle theft. In the event the System fails and the described vehicle is stolen and not recovered within thirty (30) days or is RECOVERED and declared a Total Loss as a result of the theft, the following benefits will apply: a) \$3,000 Benefit paid directly to the Registered Owner/Lessee; and b) \$2,000 Replacement Allowance from the Original Selling Dealer towards the purchase of a replacement vehicle (within 120 days of the Date of Loss or the benefit will become null and void.) **Primary Deductible Reimbursement:** Alternatively, if the vehicle is stolen and RECOVERED within thirty (30) days said Registered Owner/Lessee will be reimbursed the comprehensive amount deducted by the Insurance Company in their settlement with respect to the deductible up to \$1,000.
- Crystal Fusion™ treated glass is warranted to remain water repellent (hydrophobic.) Hydrophobicity is measured by the angle that a water droplet attaches to horizontal glass. Untreated glass attains an angle of approximately 12 to 15 degrees; Crystal-Fused glass attains an angle of 60 to 115 degrees. This angle is guaranteed to be no less than 60 degrees during the Limited Product Warranty period (4 times better than untreated glass) when properly maintained. The use of abrasives, waxes or coatings may diminish the effectiveness of Crystal Fusion and void the Limited Product Warranty. You agree to treat the Crystal Fusion treated glass on the vehicle as required with the Crystal Fusion Maintenance Solution, which will be shipped to You free-of-charge. Should it be found that Crystal Fusion fails to sustain the warranted level of hydrophobicity, a Crystal Fusion Authorized Dealer shall re-apply the Crystal Fusion process to the windshield at no charge during the remaining Limited Product Warranty period. This remedy shall be executed at the originating dealership. Liability and damages are limited to the original cost of application of Crystal Fusion to the treated surfaces. This Limited Product Warranty is non-transferable.
- Exterior Paint Protection against fading, chalking, loss of gloss, acid rain, tree sap, bird droppings, water spotting, industrial fallout, road salt, all insects and love bugs (provided they are removed from exterior painted surfaces within a reasonable time - 2 days).
- Interior Repair Protection of carpet, fabric & vinyl/leather against permanent damage caused by fading, chewing gum, loose seam stitches, and permanent staining caused by food, drink, ink, dye, lipstick, makeup, crayons, urine, vomit, and oil-based stains through normal use. Protection against punctures less than 1/4" in diameter and rips or tears less than 1" in length, under normal use.

Eligible Tires are your vehicle's original tires that have a minimum remaining tread depth of three-thirty-seconds of an inch (3/32"), and are free of any manufacturer defects. Replaced tires are covered for time remaining on this Plan.

Eligible Wheels are your vehicle's original wheels on the vehicle upon delivery to you by the selling dealer.

Selection of the Gold Option upgrades the Plan to include the repair of cosmetic damage only to alloy wheels. Alloy wheels are defined as any road wheel composed of either aluminum or magnesium, as opposed to steel, excluding chrome wheels. Alloy wheel repair means cosmetic repair of scratches on alloy wheels, and is limited to factory wheel brushed, polished, machined or painted surfaces. Due to aging and variance in alloy wheel color and texture, it is not always possible to match colors or texture to the other alloy wheels, so an exact color or texture match is not guaranteed. Emergency towing expense reimbursement upgrade from \$50 to \$100. Reimbursement for rental car expenses incurred during a claim (up to \$35 per day to a maximum of \$70). NOTE: No rental coverage will be provided for claims which are cosmetic wheel repair only. The Gold Option cannot be purchased separately.

The person named in the above schedule made a part hereof, in consideration of the payment of fee provided in said schedule, is a named Owner of this Multi-Shield Protection Plan, and is entitled to all of the services, benefits and privileges hereof for and in connection with the ownership, maintenance and use of the motor vehicle(s) registered in the name of the Owner, for the period set forth, within the United States of America, its territories or possessions, or Canada. This Multi-Shield Protection Plan is optional and is not required to be purchased by the prospective Owner. No deductible will apply to these benefits. THIS IS NOT AN INSURANCE CONTRACT NOR AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE POLICY AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

CALL 1-800-346-6469

FOR ALL REPAIRS & NON-EMERGENCY RELATED SERVICES.

You must receive prior authorization from the claims center before any repair or replacement has begun.

*SEE REVERSE FOR ADDITIONAL PLAN INFORMATION, LIMITATIONS AND EXCLUSIONS.

I have read the terms of this Multi-Shield Protection Plan and agree to the terms and conditions stated above and on the reverse. I understand the purchase is voluntary and not required by the lender to obtain credit.

ACCEPTANCE

 Owner Signature

Authorized Dealer Signature

Contract Plus last 8 digits of VIN - SEE ABOVE

rev 082316

Administrator Innovative Aftermarket Systems L.P. / 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750
 Call 1-800-346-6469 for claim authorization
 While - Administrator • Canary - Dealer • Pink - Customer

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIR OR REPLACEMENT HAS BEGUN: 1-800-346-6469

TIRE AND WHEEL - Owner's Responsibilities include maintaining air pressure in all tires per the tire of vehicle manufacturer. Tires should be checked monthly for dry rot; improper wear or tread depth less than 3/32". Tires with the aforementioned conditions must be replaced at Owner's expense. Replaced tires are covered for time remaining on this Plan. **Tire and Wheel Exclusions:** Tire or wheel failure outside the United States and Canada. Vehicles involved in an accident, recapped tires, damage caused by impact with curb, tires with less than 3/32" tread depth (and wheels on which the tires have less than 3/32" tread depth - NOTE: Tread depth measurements are taken in 3 positions: inner, outer, and middle position; any measurement below 3/32" excludes tire and wheel from coverage), normal wear, sidewall damage, and damage due to dry rot, vandalism; acts of God, floods, fires, manufacturer defects, abnormal wear caused by misalignment or suspension problems, racing tires and driving on unpaved roads are excluded. Vehicles used commercially are excluded. Cosmetic damage such as scrapes, nicks, etc. is also excluded (unless Gold Option is selected). This Plan will cover the replacement of the TPMS if it is damaged by a road hazard. TPMS damaged while removing the tire or wheel from your vehicle is not covered. Charges for filling tires with nitrogen and damages caused by operator error or vandalism are excluded from coverage. Hubcaps, center caps, and wheel covers are excluded from coverage. This coverage is secondary to any other tire warranty which provides coverage to the vehicle's tires (including vehicle manufacturer warranties or replacement tires, road hazard warranties provided by tire sellers, etc.) **You must receive prior authorization from the claims center before any repairs or replacement have begun.** It is your responsibility to ensure that the technician has obtained an authorization number for repairs prior to any work being completed on your vehicle. Claims Center: (800) 346-6469. **Tire and Wheel Claim Procedure:** Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes and labor charge. CALL THE CLAIMS ADMINISTRATOR AT THE NUMBER LISTED HEREIN PRIOR TO ANY REPAIR OR REPLACEMENT. The Administrator has the right to inspect or require photographs of any tire or wheel prior to claim authorization. Administrator has the right to require that the vehicle be present during inspection. In the event the damaged tire or wheel is not available for inspection, there will be no claim benefit payable under this Plan. For reimbursement, submit a copy of this enrollment form (all pages) and your authorization number along with the actual receipts or work orders indicating repair or replacement and tread depth to the Administrator at the address listed below. Documents to complete claim processing must be received by Administrator within 180 days of the date of the claim or the claim will be void and no payment will be issued.

GOLD OPTION - Exclusions: Alloy wheel repair to an alloy wheel that is dented or bent from contact resulting in suspension, body, or frame damage. Collision damage, pre-existing conditions, peeling paint, damage due to vandalism, acts of God, floods, fires and manufacturer defects are excluded. Vehicles used commercially are excluded. All reimbursable road hazard coverages offered by the original vehicle or alloy wheel manufacturer. Cosmetic repairs to chrome wheels are excluded under this Plan. Replacement of alloy wheel where the damage to the wheel is too great to be repaired, but a technician determines the wheel is still sealing with the tire. Administrator and technician retain sole authority to determine whether damage can be repaired. **Gold Option Claim Procedure:** Coverage includes the cost to repair alloy wheels, emergency roadside towing reimbursement, and rental car reimbursement for expenses incurred during a claim. NOTE: No rental coverage will be provided for claims which are cosmetic wheel repair only. CALL THE CLAIMS ADMINISTRATOR AT (800) 346-6469 PRIOR TO ANY ALLOY-WHEEL REPAIR FOR REIMBURSEMENT INFORMATION. FOR ROADSIDE EMERGENCY ONLY CALL (800) 221-8062. The Administrator has the right to inspect or require photographs of any alloy wheel prior to claim authorization. Administrator has the right to require that the vehicle be present during inspection. In the event the damaged alloy wheels are not available for inspection, there will be no claim benefit payable. For reimbursement, submit a copy of this Plan (front and back) and your authorization number along with the actual receipts or work orders indicating repair to the Administrator at the address listed below. Documents to complete claim processing must be received by Administrator within 180 days of the date of the claim or the claim will be void and no payment will be issued.

24-HOUR TOLL-FREE ROADSIDE EMERGENCY ASSISTANCE - The Multi-Shield® vehicle listed on this Plan is equipped with an Emergency Road Service up to \$25 and towing up to \$50 (or up to \$100 with Gold Option upgrade) for the term checked. When the Multi-Shield vehicle is disabled on the road, the Emergency Road Service Line will dispatch authorized service. **Emergency Road Service for the Multi-Shield Vehicle:** 1. **MECHANICAL FIRST AID:** Any emergency service requiring a minor adjustment (exclusive of parts), to enable the Multi-Shield vehicle to proceed under its own power. 2. **TIRE SERVICE:** Change an inflated spare from mount to wheel on the Multi-Shield vehicle. 3. **BATTERY SERVICE:** Attempt to start Multi-Shield vehicle with a booster cable. 4. **DELIVERY SERVICE:** Delivery of an emergency supply of gasoline, oil or water to the Multi-Shield vehicle, excluding costs of materials. 5. **EXTRICATING SERVICE:** The Multi-Shield vehicle may be extricated if accessible from public street or highway and does not require shoveling of snow. 6. **AUTO ACCIDENT TOWING:** If a Multi-Shield vehicle is involved in a reportable accident with another vehicle, towing will be provided up to \$50 (or up to \$100 with Gold Option upgrade). 7. **LOCKOUT SERVICE:** If keys are locked inside the Multi-Shield vehicle, Emergency Road Service will attempt to open vehicle (up to \$50 per service). Emergency Road Service will not accept paid bills for reimbursement. **Emergency Road Service for Multi-Shield vehicle listed only.** The Multi-Shield vehicle comes with a 24-hour toll-free telephone number for use 365 days a year throughout the United States and Canada whenever the Multi-Shield vehicle becomes disabled on the road. Call the toll-free number (800) 221-8062 and service will be provided for covered services. **Important: The service provider cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described. 24-Hour Toll-Free Roadside Emergency Non-Covered Expenses:** Mounting or removal of snow tires or chains; Any and all fires; Towing by other than a licensed service station or garage; Vehicle storage charges; A second tow; Service on a vehicle that is not in a safe condition to be towed or serviced; Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Only one disablement for the same cause during any seven day period will be accepted.

VEHICLE SECURITY ANTI-THEFT \$5,000 BENEFIT GUARANTEE - Exceptions and Exclusions: No coverage is provided for losses resulting from fraudulent acts or material misrepresentation of the Registered Owner/Lessee. The Warrantor may cancel this warranty in the event of any of these acts. Claims must be filed within 45 days of the final primary insurance settlement date or the claim will be void. The Security Anti-Theft System is permanently installed on the Covered Vehicle. This warranty does not apply to loss in any country other than the United States of America. Note: Only the actual cash value is paid if the settlement is less than the previously stated benefit. **Theft Claim Procedure:** All documents must be completely legible, otherwise the Guarantee Benefit will be suspended until legible copies can be obtained. To recover under this warranty, the Registered Owner/Lessee named on reverse must provide to the Administrator at the address listed below, a copy of: (a) Police report and recovery report; (b) Insurance settlement check; (c) Registered Owner/Lessee's automobile comprehensive insurance policy; and (d) This warranty registration form (all pages). Documents to complete claim processing must be received by Administrator within 180 days of the date of the claim or the claim will be void and no payment will be issued.

CRYSTAL FUSION - Definitions: Crystal Fusion™ treated glass shall mean the windshield treated on the Vehicle described herein; **We, Us, Our** shall mean Innovative Aftermarket Systems L.P.; **You, Your** shall mean the purchaser of the Crystal Fusion Windshield Treatment to the Vehicle as described herein; **Failure to Sustain the Warranted Level of Hydrophobicity** shall mean that the treated windshield has failed to repel water as described herein; **Authorized Dealer** shall mean the Original Dealer as described herein; **Date of Loss** shall mean the date on which the Crystal Fusion Windshield Treatment failed to work. If such date is indeterminable the **Date of Loss** will be either the date of the application to the windshield or the date the **Failure to Sustain the Warranted Level of Hydrophobicity** of the treatment to repel water was reported to **Us**, whichever is earlier. **Vehicle** shall mean a four-wheeled private passenger Vehicle, van, pickup or light truck, which is new or if used listed in the NADA Retail Official Car Guide or equivalent, and which has had the Crystal Fusion Windshield Treatment installed/applied to the windshield, as of the date on the reverse side of this page; **Re-application** shall mean the re-applying of the Crystal Fusion Windshield Treatment to the windshield of the Vehicle on the reverse side of this page. **Crystal Fusion Warranty:** To maintain the warranted level of hydrophobicity, You agree to treat the Crystal Fusion treated glass on the Vehicle as required with the Crystal Fusion Maintenance Solution, which will be shipped to You free-of-charge. If Your Vehicle fails to sustain the warranted level of hydrophobicity then We agree to re-apply the Crystal Fusion Windshield Treatment to the previously treated windshield of the Vehicle at no additional cost to You. **Crystal Fusion Conditions and Limitations:** You must purchase the Crystal Fusion Windshield Treatment for the windshield of a Vehicle through an Authorized Dealer. Failure to do so will VOID this Warranty. A Re-application will be granted only to the extent that the Crystal Fusion Treatment will be re-applied to the windshield of the Vehicle. Any loss other than **Failure to Sustain the Warranted level of Hydrophobicity**, and any loss due to any fraudulent, dishonest, illegal or criminal act by You, whether acting alone or in collusion with others, is specifically excluded. This Warranty is for the sole benefit of You and may not be assigned or transferred to another person, is non-cancelable, and may not be redeemed for cash. You agree to contact Us at (800) 346-6469 should You require Re-application under this Limited Warranty. **Crystal Fusion Exclusions:** Failure to Sustain the Warranted Level of Hydrophobicity due to damage resulting directly or indirectly from forgery or any dishonest, fraudulent, or criminal act or due to conversion, embezzlement or secretion by any person in lawful possession of the Vehicle. **Failure to Sustain the Warranted Level of Hydrophobicity** due to damage resulting from the use of abrasive waxes or coatings applied by You or Your family members or any other person having access to the keys of the Vehicle. No warranty is available for loss occurring outside the United States of America or its territories. **Disclaimer of Warranty: EXCEPT AS SET FORTH HEREIN, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CRYSTAL FUSION TREATED GLASS, THE CRYSTAL FUSION WINDSHIELD TREATMENT, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY CRYSTAL FUSION TECH, INC. OR AUTHORIZED DEALERS.** **Crystal Fusion Warranty Period:** The Warranty begins on the date the Crystal Fusion Windshield Treatment is purchased and expires according to the term selected herein. **CRYSTAL FUSION LIMITED PRODUCT WARRANTY - READ CAREFULLY AND UNDERSTAND - THIS LIMITED PRODUCT WARRANTY IS ISSUED ONLY BY IAS WARRANTY, INC. THIS WARRANTY IS NOT ISSUED OR OFFERED BY CRYSTAL FUSION TECHNOLOGIES, INC. ("CFT"). THIS EXPRESS LIMITED PRODUCT WARRANTY OFFERED BY IAS WARRANTY, INC. IS THE ONLY APPLICABLE WARRANTY AND IS ISSUED IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE SHALL APPLY. UNDER NO CIRCUMSTANCES SHALL CFT BE LIABLE FOR ANY LOSS OF, OR DAMAGE TO PROPERTY OR PERSONS, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE, INABILITY TO USE OR APPLICATION OF ANY PRODUCT.**

INTERIOR/EXTERIOR APPEARANCE PROTECTION - Areas Only Covered Under This Limited Warranty: New Vehicle Environmental Exterior Paint Protection Limited Warranty: Hereby warrants to the original Owner of a vehicle to which the Super Polysteel® System Treatment has been applied by an authorized dealer as defined above, that should the exterior painted surfaces of the vehicle become damaged as a result of fading, chalking, loss of gloss, acid rain, tree sap; bird droppings, water spotting, industrial fallout, road salt, all insects and love bugs (provided they are removed from exterior painted surfaces within a reasonable time - 2 days), within the warranty term the damaged area(s) will be cleaned, repaired or repainted, at our option, and the Super Polysteel Treatment reapplied. The limit of liability shall in no event exceed the current value of the Vehicle, as determined by the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide average trade-in value, at the time the warranty claim payment is made under this Limited Warranty. Due to aging and variance in paint color, it is not always possible to match colors of repaired areas to the color of unrepaired areas, so an exact color match is not guaranteed. This Limited Warranty shall be responsible for only repairing the areas damaged by the environmental elements covered by this Limited Warranty as described herein. **Interior Carpet/Fabric/Vinyl/Leather Limited Warranty:** Hereby warrants to the original Owner of a vehicle to which the Super Polysteel System Treatment has been applied by an authorized dealer as defined above, that should any interior carpet/fabric/vinyl/leather surface treated with the Super Polysteel System Treatment become permanently damaged due to fading, chewing gum, loose seam stitches, and permanent staining caused by food, drink, ink, dye, lipstick, makeup, crayons, urine, vomit, and oil-based stains through normal use and you clean the area in question and cannot get the area clean, the damaged area(s) will be cleaned or repaired, at our option, and the Super Polysteel Treatment reapplied to restore the appearance of the interior. Removing a stain without discoloration of the fabric or leather is not always possible. Discoloration during repair or cleaning is not warranted. **Additional Fabric & Vinyl/Leather Protection:** Protection against punctures less than 1/4" in diameter and rips or tears less than 1" in length, under normal use. **Interior/Exterior Limited Warranties Identified Herein Do Not Apply To:** 1. Failure to report claim to Administrator within 60 days of any occurrence; 2. Surface rust or other damage (including nicks, scratches, cracking, stone abrasion, peeling, crazing, chipping, including chipping from impact or collision damage, neglect or abuse) which result in breakage of the painted surface; 3. Any vehicle which is repainted after application of Super Polysteel System Treatment; 4. Any damage due to a material defect in the vehicle paint, or any interior carpet/fabric/vinyl/leather surface; 5. Floor mats, headliners or any pre-existing conditions or damage intentionally inflicted on the paint surfaces or interior surfaces; 6. Interior damage caused by corrosive materials, pets, blood, bleaches, or acid that cause staining or fading, leather or vinyl punctures over 1/4" in diameter, leather or vinyl rips or tears over 1" in length, burns, alterations or modifications causing staining or fading, bumed or form materials from vandalism or mishandled by vehicle Owner; 7. Vehicles more than current model year plus five (5) model years old. **THIS LIMITED WARRANTY IS THE ONLY WARRANTY EITHER EXPRESSED OR IMPLIED APPLICABLE TO ENVIRONMENTAL PAINT OR INTERIOR PROTECTION. ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTENDS BEYOND THIS LIMITED WARRANTY ARE HEREBY SPECIFICALLY DISCLAIMED. WE SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES AND WE DO NOT ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE APPLICATION OF THE PRODUCT TO YOUR VEHICLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND SO MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.** Recommended Maintenance for Vehicles: We recommend a high quality car wash product on exterior painted surface (2 times per year) to maintain the protective capabilities of your Super Polysteel Paint Protection. Recommended Maintenance For Interior Surfaces: To help maintain the interior treated surfaces, you must immediately clean or blot up spills on carpet, fabric, vinyl and leather surfaces to prevent permanent stain damage. Failure to maintain these interior surfaces in accordance with these requirements will void the Limited Warranty. **Interior/Exterior Claim Procedure:** To make a claim for exterior painted surface damage or covered interior damage, which are the only areas covered under this Limited Warranty, return your vehicle to the dealership that originally applied your Super Polysteel Protection Package. Our dealer will inspect the vehicle and determine whether any damage to exterior painted surfaces or interior stains is covered by the Limited Warranty, and provide appropriate services as described herein. If you are unable to return to your dealership, call (800) 346-6469 or write to Super Polysteel Warranty Claims Center, address below, within 60 days of the appearance of any damage.

Lessee. The Warrantor may cancel this warranty in the event of any of these acts. Claims must be filed within 45 days of the first primary insurance reimbursement date of the claim will be void. The Security Anti-Theft System is permanently installed on the Covered Vehicle. This warranty does not apply to loss in any country other than the United States of America. Note: Only the actual cash value is paid if the settlement is less than the previously stated benefits. **Theft Claim Procedure:** All documents must be completely legible, otherwise the Guarantee Benefit will be suspended until legible copies can be obtained. To recover under this warranty, the Registered Owner/Lessee named on reverse must provide to the Administrator at the address listed below, a copy of: (a) Police report and recovery report; (b) insurance settlement check; (c) Registered Owner/Lessee's automobile comprehensive insurance policy; and (d) This warranty registration form (all pages). Documents to complete claim processing must be received by Administrator within 180 days of the date of the claim or the claim will be void and no payment will be issued.

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INTERIOR/EXTERIOR APPEARANCE PROTECTION - Areas Only Covered Under This Limited Warranty: New Vehicle Environmental Exterior Paint Protection Limited Warranty: Hereby warrants to the original Owner of a vehicle to which the Super Polysteel® System Treatment has been applied by an authorized dealer as defined above, that should the exterior painted surfaces of the vehicle become damaged as a result of fading, chalking, loss of gloss, acid rain, tree sap, bird droppings, water spotting, industrial fallout, road salt, all insects and love bugs (provided they are removed from exterior painted surfaces within a reasonable time - 2 days); within the warranty term the damaged area(s) will be cleaned, repaired or repainted, at our option, and the Super Polysteel Treatment reapplied. The limit of liability shall in no event exceed the current value of the Vehicle, as determined by the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide average trade-in value, at the time the warranty claim payment is made under this Limited Warranty. Due to aging and variance in paint color, it is not always possible to match colors of repaired areas to the color of unrepaired areas, so an exact color match is not guaranteed. This Limited Warranty shall be responsible for only repairing the areas damaged by the environmental elements covered by this Limited Warranty as described herein: **Interior Carpet/Fabric/Vinyl/Leather Limited Warranty:** Hereby warrants to the original Owner of a vehicle to which the Super Polysteel System Treatment has been applied by an authorized dealer as defined above, that should any interior carpet/fabric/vinyl/leather surface treated with the Super Polysteel System Treatment become permanently damaged due to fading, chewing gum, loose seam stitches, and permanent staining caused by food, drink, ink, dye, lipstick, makeup, crayons, urine, vomit, and oil-based stains through normal use and you clean the area in question and cannot get the area clean, the damaged area(s) will be cleaned or repaired, at our option, and the Super Polysteel Treatment reapplied to restore the appearance of the interior. Removing a stain without discoloration of the fabric or leather is not always possible. Discoloration during repair or cleaning is not warranted. **Additional Fabric & Vinyl/Leather Protection:** Protection against punctures less than 1/4" in diameter and rips or tears less than 1" in length, under normal use. **Interior/Exterior Limited Warranties Identified Herein Do Not Apply To:** 1. Failure to report claim to Administrator within 60 days of any occurrence; 2. Surface rust or other damage (including nicks, scratches, cracking, stone abrasion, peeling, crazing, chipping, including chipping from impact or collision damage, neglect or abuse) which result in breakage of the painted surface; 3. Any vehicle which is repaired after application of Super Polysteel System Treatment; 4. Any damage due to a material defect in the vehicle paint; or any interior carpet/fabric/vinyl/leather surface; 5. Floor mats, headliners or any pre-existing conditions or damage intentionally inflicted on the paint surfaces or interior surfaces; 6. Interior damage caused by cosmetic materials, pets, blood, bleaches, or acid that cause staining or fading, leather or vinyl punctures over 1/4" in diameter, leather or vinyl rips or tears over 1" in length, burns, alterations or modifications causing staining or fading, burned or torn materials from vandalism or mishandled by vehicle Owner; 7. Vehicles more than current model year plus five (5) model years old. **THIS LIMITED WARRANTY IS THE ONLY WARRANTY EITHER EXPRESSED OR IMPLIED APPLICABLE TO ENVIRONMENTAL PAINT OR INTERIOR PROTECTION. ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTENDS BEYOND THIS LIMITED WARRANTY ARE HEREBY SPECIFICALLY DISCLAIMED. WE SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES AND WE DO NOT ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE APPLICATION OF THE PRODUCT TO YOUR VEHICLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND SO MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Recommended Maintenance for Vehicles:** We recommend a high quality car wash product on exterior painted surface (2 times per year) to maintain the protective capabilities of your Super Polysteel Paint Protection. **Recommended Maintenance For Interior Surfaces:** To help maintain the interior treated surfaces, you must immediately clean or blot up spills on carpet, fabric, vinyl and leather surfaces to prevent permanent stain damage. Failure to maintain these interior surfaces in accordance with these requirements will void the Limited Warranty. **Interior/Exterior Claim Procedure:** To make a claim for exterior painted surface damage or covered interior damage, which are the only areas covered under this Limited Warranty, return your vehicle to the dealership that originally applied your Super Polysteel Protection Package. Our dealer will inspect the vehicle and determine whether any damage to exterior painted surfaces or interior stains is covered by the Limited Warranty, and provide appropriate services as described herein. If you are unable to return to your dealership, call (800) 346-6469 or write to Super Polysteel Warranty Claims Center, address below, within 60 days of the appearance of any damage. To recover under this warranty, the vehicle Owner must provide to the Administrator at the address listed below: 1. A copy of this warranty (all pages) that you received from the dealership that applied your original Super Polysteel Protection Package; 2. Your current address and telephone number; 3. The authorization number; 4. Picture(s) of damaged area(s). Do not proceed with any repairs yourself without written approval from the Super Polysteel Warranty Claims Center at 10800 Pecan Park Blvd., Suite 140, Austin, TX 78750. Documents to complete claim processing must be received by Administrator within 180 days of the date of the claim or the claim will be void and no payment will be issued.

AUTHORIZATION - TRANSFER - CANCELLATION

Authorization: You must present to Administrator a copy of this Plan (all pages) that you received from the issuing dealer, along with your current address and telephone number. Administrator reserves the right to inspect any vehicle and/or request relocation to a service facility of Administrator's choice. Do not proceed with any repairs yourself without approval from the Administrator at 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750.

Please visit www.fasterclaims.com to check claim status or to check if documents faxed to support your claim have been received.

All parties agree to impartial arbitration in the event of any disputes. All parties agree to abide by the arbitrator's decision and share equally in the cost of arbitration.

This Plan is **NON-TRANSFERABLE, NON-CANCELLABLE** and **NON-REFUNDABLE**.

Product Warranty: Obligations of the Warrantor's product warranty are insured under a warranty reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. This product warranty is provided to you by IAS Warranty, Inc. (Warrantor), 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750; Phone (800) 346-6469; which will be primarily liable for payment of valid claims.

Terms of Guarantee Conformed to Statutes: Terms of this Guarantee which are in conflict with statutes of the state where issued are amended to conform with such statutes.

Any person who knowingly and with intent to defraud company or other person files an application or statement of claim containing any materially false information may be subject to prosecution for fraud. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud.

Privacy Notice: We may collect nonpublic personal information we receive from you on our forms and other documents, such as name, address, lender, contract coverage, pricing, terms, vehicle information and vehicle identification number. We may disclose some or all of the information that we collect as described above to non-affiliated third parties in connection with the administration, processing, servicing or payment of your contract. We do not disclose any nonpublic personal information to anyone else, except as permitted by law.

rev 082316

Administrator: Innovative Aftermarket Systems L.P. / 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750
Call 1-800-346-6469 for claim authorization.

EXHIBIT F

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer:

[Click to View Cust Copy](#)

Phone(s): Contact:

Cell:

Vehicle: 1N6BA1F44GN [REDACTED]

Main: 2016 TITAN

CAJ/JAVA

Mileage: 5

Payment type: CASH

Waiter: No

Service advisor: 1190

Promised time: 06:00 PM

Estimate: 0.00

Tag number: [REDACTED]

Promised date: 04/07/2016

A	PDI						
	YX10AA	WNPDI	PDI		1.50		170.00
	Tech(s): 1388						
Pts:	0.00	Lbr:	170.00	Other:	0.00	Total Line A:	170.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: XXXXXXXXXX

RO Status: CLOSED

Customer:

[Click to View Cust Copy](#)

Phone(s): Contact:

Cell:

Vehicle: 1N6BA1F44GN XXXXXXXXXX

Main:

2016 TITAN

CAJ/JAVA

Mileage: 36

Payment type: CASH

Waiter: No

Service advisor: 1390

Promised time: 06:00 PM

Estimate: 0.00

Tag number: XXXXXXXXXX

Promised date: 07/14/2016

A	A/C ONLY BLOWING WARM AIR. CHECK AND ADVISE			
13	INNT HEATING AND AIR	0.00		0.00
	CONDITIONING. *X			

Tech(s): 1388

92499-EZ60A

1 CAP CHARGE VALVE

9.78

92499-EZ50A

1 CAP-CHARGE VALVE

9.78

Pts: 19.56 Lbr:

0.00 Other:

0.00 Total Line A:

19.56

Story: 23 CAPS FOR A/C LINE REPLACED

B	NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.*			
	NMPI INNT NO MULTI POINT	0.00		0.00
	INSPECTION PERFORMED			
	AT THIS TIME.*			

Tech(s): 1388

Pts: 0.00 Lbr:

0.00 Other:

0.00 Total Line B:

0.00

C	TITAN ECM REPROGRAM DLR			
	PC 050 WNCM RECALL PC465	0.40		40.00
	REPROGRAM ENGINE			
	CONTROL MODULE			

Tech(s): 1388

Pts: 0.00 Lbr:

40.00 Other:

0.00 Total Line C:

40.00

Story: 35 ECM REPROGRAM COMPLETE PER CAMPAIGN

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: XXXXXXXXXX

RO Status: CLOSED

Customer: JEFFREY AUTOMOTIVE GROUP

[Click to View Cust Copy](#)

Phone(s): Contact:

Main: (586)296-1300

Cell:

Vehicle: 1N6BA1F44GN XXXXXXXXXX

2016 TITAN

CAJ/JAVA

Mileage: 36

Payment type: CASH

Waiter: No

Service advisor: 1190

Promised time: 06:00 PM

Estimate: 0.00

Tag number: XXXXXXXXXX

Promised date: 11/18/2016

Customer Comments: Yes

A TITAN XD HIGH PRESSURE TURBO
 01 CN DID NOT PERFORM AT THIS TIME 0.00 0.00
 Tech(s): 100
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00
 Story: 36 SEE NEW REPAIR ORDER

B NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.*
 NMP! CN NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.* 0.00 0.00
 Tech(s): 100
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C** PC494 TITAN BREATHER TUBER
 19 CN DID NOT PERFORM AT THIS TIME 0.00 0.00
 Tech(s): 100
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

D** PC507 TITAN TCM REPROGRAM DLR
 19 CN DID NOT PERFORM AT THIS TIME 0.00 0.00
 Tech(s): 100
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: XXXXXXXXXX

RO Status: CLOSED

Customer: JEFFREY AUTOMOTIVE GROUP

Click to View Cust Copy

Phone(s): Contact: (586)296-1300

Main: (586)296-1300

Cell:

Vehicle: 1N6BA1F44GN XXXXXXXXXX

2016 TITAN

CAJ/JAVA

Mileage: 36

Payment type: CASH

Waiter: No

Service advisor: 1190

Promised time: 06:00 PM

Estimate: 0.00

Tag number: XXXXXXXXXX

Promised date: 01/19/2017

Customer Comments: Yes

A TTN FUEL TNK BRTR NTB16-118
 PC4940 WNCM CAMPAIGN PC494.TITAN 0.30 30.00
 BREATHER TUBE

Tech(s): 27

Pts: 0.00 Lbr: 30.00 Other: 0.00 Total Line A: 30.00

Story: 36 PERFORM FUEL TANK BREATHER INSPECTION PC507 .3 30 PERFORM
 FUEL TANK BREATHER INSPECTION TUBE IN CORRECT POSITION NO
 ADJUSTMENTS NEEDED

B TITAN TCM REPROGRAM DLR
 PC5071 WNCM PC507 REPROGRAM TCM 1.10 110.00
 AND PERFORM
 ADJUSTMENTS

Tech(s): 27

Pts: 0.00 Lbr: 110.00 Other: 0.00 Total Line B: 110.00

Story: 36 PERFORM PC507 TCM REPROGRAM PC5071 1.1 110 PERFORM TCM
 REPROGRAM AND ADJUSTMENTS OF TRANSMISSION PC507

C PC471 TITAN XD HG PR TRB NTB16-097
 PC4711 WNCM TITAN XD HG PR TRB 4.60 460.00
 NTB16-097 (PC471)

Tech(s): 27

15208-EZ40A

1 OIL FILTER

10.80

10W30D

10 10W30 DIESEL OIL

31.60

SUPER-DXA

10007-EZ40A

1 PARTS KIT-ENG

1,094.37

Pts: 1,136.77 Lbr: 460.00 Other: 0.00 Total Line C: 1,596.77

Story: 36 PERFORM CAMPAIGN PC471 PC4711 4.6 460 PERFORM CAMPAIGN
 PC471 REPLACE HIGH PRESSURE TURBO CHARGER AND CALIBRATE
 ACTUATOR

D NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.*
 NMPI CN NO MULTI POINT 0.00 0.00
 INSPECTION PERFORMED
 AT THIS TIME.*

Tech(s): 27

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

Customer Pay

Labor

0.00

Parts

0.00

Lube

0.00

Sublet

0.00

Miscellaneous/Shop Charge

0.00

Repair Order Detail - Internal Copy

Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]

[Click to View Cust Copy](#)

Phone(s): Contact: [REDACTED]

Main: [REDACTED]

Cell:

Vehicle: 1N6BA1F44GN [REDACTED]

2016 TITAN

CAJ/JAVA

Mileage: 162

Payment type: CASH

Waiter: No

Service advisor: 1190

Promised time: 06:00 PM

Estimate: 0.00

Tag number: [REDACTED]

Promised date: 01/24/2017

Customer Comments: No

A	PLEASE INSTALL ELECTRONIC RUST PROTECTION PER NEW CAR SALES			
14	INNC	INSTALLED ELECTRONIC RUST PROTECTION	0.50	40.00

Tech(s): 27

GL310-0

1 ELEC SURF PROT

248.75

Pts: 248.75 Lbr:

40.00 Other:

0.00 Total Line A:

288.75

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED] Click to View Cust Copy
 Phone(s): Contact: [REDACTED] Main: [REDACTED] Cell:
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Mileage: 5,502 Payment type: CASH Waiter: No
 Service advisor: 1190 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 03/13/2017 Customer Comments: No

A CUST STATES CHECK ENG LIGHT ON. PLEASE CHECK AND ADVISE
 02 CN ENGINE MECHANICAL 0.00 0.00
 DIAGNOSTICS OR
 REPAIRS. *X

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 5502 PERFORMED CONSULT DIAG CODE 0490-00 EGR A CONTROL.
 PERFORMED DTC CONFIRMATION TEST OK. NO CURRENT CODE STORED.
 CODE WAS STORED AS HISTORY CODE. CLEARED AND TEST DROVE OK

B PERFORM MULTI-POINT INSPECTION. *X
 MPI CN PERFORM MULTI-POINT 0.00 0.00
 INSPECTION. *X

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 5,502
 Service advisor: 1190
 Tag number: [REDACTED]

Payment type: CASH
 Promised time: 06:00 PM
 Promised date: 03/13/2017

Waiter: No
 Estimate: 0.00
 Customer Comments: No

A CUST STATES CHECK ENG LIGHT ON. PLEASE CHECK AND ADVISE
 02 CN ENGINE MECHANICAL 0.00 0.00
 DIAGNOSTICS OR
 REPAIRS. *X

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 5502 PERFORMED CONSULT DIAG CODE 0490-00 EGR A CONTROL.
 PERFORMED DTC CONFIRMATION TEST OK. NO CURRENT CODE STORED.
 CODE WAS STORED AS HISTORY CODE. CLEARED AND TEST DROVE OK

B PERFORM MULTI-POINT INSPECTION. *X
 MPI CN PERFORM MULTI-POINT 0.00 0.00
 INSPECTION. *X

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 5,760
 Service advisor: 1390
 Tag number: [REDACTED]

Payment type: CASH
 Promised time: 06:00 PM
 Promised date: 03/16/2017

Waiter: No
 Estimate: 0.00
 Customer Comments: No

A CCO CHECK ENGINE LIGHT ON. WAS IN FOR SAME ISSUE ON 3/13/17
 04 CN FUEL AND EMISSIONS. 0.00 0.00
 *X

Tech(s): 1388

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 5760 SCANNED VEHICLE FOUND HISTORY CODE P0490 EGR A
 CONTROL. INTERMITTENT CONCERN. CONTACTED TECH LINE. CODE
 RETURNS REPLACE EGR VALVE. IF CODE RETURNS AFTER THAT
 REPLACE ECM.

B NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.*
 NMPI CN NO MULTI POINT 0.00 0.00
 INSPECTION PERFORMED
 AT THIS TIME.*

Tech(s): 1388

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]

[Click to View Cust Copy](#)

Phone(s): Contact: [REDACTED]

Main: [REDACTED]

Cell:

Vehicle: 1N6BA1F44GN [REDACTED]

2016 TITAN

CAJ/JAVA

Mileage: 9,952

Payment type: NOC

Waiter: No

Service advisor: 1190

Promised time: 06:00 PM

Estimate: 0.00

Tag number: [REDACTED]

Promised date: 04/29/2017

Customer Comments: No

A FIRSTFREE OIL CHANGE
 LOFR CN COMPLETED FIRST FREE DIESEL OIL CHANGE 0.50 40.00

Tech(s): 483
 15208-EZ40A
 10W30D

1 OIL FILTER 10.80
 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 40.00 Other: 0.00 Total Line A: 82.40

B PERFORM MULTI-POINT INSPECTION. *X
 MPI CN PERFORM MULTI-POINT INSPECTION. *X 0.00 0.00

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 9952 QUOTED \$446 TO REPLACE BOTH FUEL FILTERS. CUST DECLINED

Customer Pay	40.00
Labor	40.00
Parts	42.40
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	3.20
Deductible	0.00
Total Charges	85.60
Less Insurance/Adjustment	88.33
Sales Tax	2.73
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 11,000
 Service advisor: 133
 Tag number: [REDACTED]

Payment type: CASH
 Promised time: 06:00 PM
 Promised date: 07/17/2017

Waiter: No
 Estimate: 0.00
 Customer Comments: No

A BODY WORK. *X
 64 CBN BODY WORK. *X 0.00 0.00
 Tech(s): 99
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

B PAINT LABOR
 64 CBN BODY WORK. *X 0.00 0.00
 Tech(s): 99
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C PAINT AND MATERIALS
 64 CBMAT BODY WORK. *X 0.00 0.00
 Tech(s): 99
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

D NO MULTI POINT INSPECTION PERFORMED AT THIS TIME.*
 NMPI CN NO MULTI POINT 0.00 0.00
 INSPECTION PERFORMED
 AT THIS TIME.*
 Tech(s): 99
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 19,111
 Service advisor: 1722
 Tag number: [REDACTED]

Payment type: CASH
 Promised time: 06:00 PM
 Promised date: 08/01/2017

Waiter: No
 Estimate: 0.00
 Customer Comments: No

A CONVENTIONAL OIL SERVICE. *X
 LOFR CN CONVENTIONAL OIL SERVICE. *X 0.20 13.00

Tech(s): 1706
 NOC NISSAN OIL COUPON -40.00
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 13.00 Other: -40.00 Total Line A: 15.40

Story: 19111 REPLACE: GENUINE OEM ENGINE OIL FILTER...REPLACE:
 VEHICLE SPECIFIED ENGINE OIL...INSPECT/ADJUST: ALL FLUID
 LEVELS, TIRES AND PRESSURES...RESET: MAINTENANCE MINDER.

B REPLACE REAR DIFFERENTIAL FLUID. *X
 AL-SUB6 CN REPLACE REAR DIFFERENTIAL FLUID. *X 0.50 55.00

Tech(s): 1706
 999MP-G75W90P 3 SYN 75W90 GEAR OIL 46.38

Pts: 46.38 Lbr: 55.00 Other: 0.00 Total Line B: 101.38

Story: 19111 PERFORM: INSPECTION. DRAIN: REAR DIFFERENTIAL
 FLUID. REPLACE: OEM SPECIFIED REAR DIFFERENTIAL FLUID.
 REPLACE: CRUSH WASHER. CHECK/SET: FLUID LEVEL. TEST DROVE:
 VEHICLE, OK.

Customer Pay	68.00
Labor	88.78
Parts	0.00
Lube	0.00
Sublet	-34.56
Miscellaneous/Shop Charge	0.00
Deductible	122.22
Total Charges	0.00
Less Insurance/Adjustment	5.66
Sales Tax	127.88
Total	

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED] Click to View Cust Copy
 Phone(s): Contact: [REDACTED] Main: [REDACTED] Cell:
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Mileage: 28,900 Payment type: DC Waiter: No
 Service advisor: 1362 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 11/29/2017 Customer Comments: No

A CONVENTIONAL OIL SERVICE. *X
 LOFR CN CONVENTIONAL OIL SERVICE. *X 0.50 13.00

Tech(s): 483
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 13.00 Other: 0.00 Total Line A: 55.40
 Story: 28900 REPLACE: GENUINE OEM ENGINE OIL FILTER...REPLACE:
 VEHICLE SPECIFIED ENGINE OIL...INSPECT/ADJUST: ALL FLUID
 LEVELS, TIRES AND PRESSURES...RESET: MAINTENANCE MINDER.

B PERFORM MULTI-POINT INSPECTION. *X
 MPI CN PERFORM MULTI-POINT INSPECTION. *X 0.00 0.00

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 28900 PERFORM: EXPRESS SERVICE MULTI-POINT INSPECTION.
 VISUALLY: INSPECT: FUEL LINES AND CONNECTIONS, STEERING AND
 SUSPENSION COMPONENTS, COOLING AND EXHAUST SYSTEMS, BATTERY
 AND LIGHTING.

C TRANSMISSION SERVICE. *X
 TF CN TRANSMISSION SERVICE. *X 0.50 55.00

Tech(s): 483
 999MP-MTK00P 7 MATIC K AUTO TRANS FLUID 76.93

Pts: 76.93 Lbr: 55.00 Other: 0.00 Total Line C: 131.93
 Story: 28900 DRAIN: TRANSMISSION FLUID...REPLACE: VEHICLE
 SPECIFIED TRANSMISSION FLUID...REPLACE: CRUSH
 WASHER...CHECK/SET: TRANSMISSION FLUID LEVEL...TEST DROVE:
 VEHICLE, OK.

D** TITAN ECM REPRGRM NTB17-095
 19 CN CAMPAIGN/RECALL/BULLE TIN. *X 0.40 44.00

Tech(s): 483
 Pts: 0.00 Lbr: 44.00 Other: 0.00 Total Line D: 44.00

Story: 28900 REPROGRAM ECM

RO NI10 NISSAN LABOR 10% DISCOUNT -11.20

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
Phone(s): Contact: [REDACTED] Main: [REDACTED]
Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
Cell:

Mileage: 28,900
Service advisor: 1362
Tag number: [REDACTED]

Payment type: DC
Promised time: 06:00 PM
Promised date: 11/29/2017

Waiter: No
Estimate: 0.00
Customer Comments: No

NP10 NISSAN PARTS 10% DISCOUNT -11.93
Pts: 0.00 Lbr: 0.00 Other: -23.13 Total Line -23.13
RO:

Customer Pay
Labor 112.00
Parts 119.33
Lube 0.00
Sublet 0.00
Miscellaneous/Shop Charge 8.06
Deductible 0.00
Total Charges 239.39
Less Insurance/Adjustment 23.13
Sales Tax 6.92
Total 223.18

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 38,910 Payment type: VISA, NIOT Waiter: No
 Service advisor: 1777 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 03/24/2018 Customer Comments: No

A CONVENTIONAL OIL SERVICE. *X
 LOFR CN CONVENTIONAL OIL SERVICE. *X 0.50 50.00
 Tech(s): 1706
 NOC NISSAN OIL COUPON -5.00
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60
 Pts: 42.40 Lbr: 50.00 Other: -5.00 Total Line A: 87.40
 Story: 38910 REPLACE: GENUINE OEM ENGINE OIL FILTER...REPLACE:
 VEHICLE SPECIFIED ENGINE OIL...INSPECT/ADJUST: ALL FLUID
 LEVELS, TIRES AND PRESSURES...RESET: MAINTENANCE MINDER.

B CUST. REQUEST FRONT REAR AND TRANSFER CASE FLUID CHANGE
 07 CN TRANSMISSIONS RWD. *X 1.00 110.00
 Tech(s): 1706
 999MP-G75W90P 5 SYN 75W90 GEAR OIL 77.30
 Pts: 77.30 Lbr: 110.00 Other: 0.00 Total Line B: 187.30
 Story: 38910 REPLACED FLUID IN FRONT AND REAR DIFFS

C PERFORM MULTI-POINT INSPECTION. *X
 MPI CN PERFORM MULTI-POINT INSPECTION. *X 0.00 0.00
 Tech(s): 1727
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Customer Pay	160.00
Labor	160.00
Parts	119.70
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	7.80
Deductible	0.00
Total Charges	287.50
Less Insurance/Adjustment	0.00
Sales Tax	7.95
Total	295.45

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED] Main: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 49,348
 Service advisor: 1190
 Tag number: [REDACTED]

Payment type: VISA, NIOT
 Promised time: 06:00 PM
 Promised date: 07/21/2018

Waiter: No
 Estimate: 0.00
 Customer Comments: No

A CONVENTIONAL OIL SERVICE. *X
 LOFR CNQS CONVENTIONAL OIL SERVICE. *X 0.20 13.00

Tech(s): 1727
 OILDIS OIL DISPOSAL FEE 1.25
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 13.00 Other: 1.25 Total Line A: 56.65

B CHANGE TRANSFER CASE FLUID
 01 CN COMPLETED TRANSFER CASE SERVICE 0.50 60.00

Tech(s): 483
 999MP-ATFD3MP 2 ATF D3M 14.66

Pts: 14.66 Lbr: 60.00 Other: 0.00 Total Line B: 74.66

C PERFORM MULTI-POINT INSPECTION. *X
 MPI CNQS PERFORM MULTI-POINT INSPECTION. *X 0.00 0.00

Tech(s): 483
 80647-ZC00A 1 HOLDER W/KEY 13.02
 16403-EZ40A 1 CARTRIDGE ASSY 50.77
 16403-EZ41A 1 CARTRIDGE ASSY 34.95

Pts: 98.74 Lbr: 0.00 Other: 0.00 Total Line C: 98.74

Customer Pay	73.00
Labor	73.00
Parts	155.80
Lube	1.25
Sublet	0.00
Miscellaneous/Shop Charge	5.84
Deductible	0.00
Total Charges	235.89
Less Insurance/Adjustment	0.00
Sales Tax	9.70
Total	245.59

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED] Click to View Cust Copy
 Phone(s): Contact: [REDACTED] Main: [REDACTED] Cell:
 Vehicle: 1N6BA1F44G [REDACTED] 2016 TITAN CAJ/JAVA

Mileage: 50,707 Payment type: CASH Waiter: No
 Service advisor: 1777 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 07/30/2018 Customer Comments: No

A CHECK ENGINE LIGHT ON
 02 CN ENGINE MECHANICAL 0.00 0.00
 DIAGNOSTICS OR
 REPAIRS. *X

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00
 Story: 50707 CODES P0471,P1451,P203F,P2263 ALL PAST CODES
 CLEARED CODES AND PERFORMED DTC CONFORMATION TEST OK ROAD
 TEST AND RECHECKED NO CODES AT THIS TIME

B** CUST STATES LIGHTS ON CONSOLE ARES FLICKER ON AND OFF AT TIMES
 AND HAD HARD TIME GETTING AC TO COME ON
 14 CN ENGINE ELECTRICAL. *X 0.00 0.00

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00
 Story: 50707 UNABLE TO VERIFY CONCERN AC WORKING AT THIS TIME

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED] Click to View Cust Copy
 Phone(s): Contact [REDACTED] Main: [REDACTED] Cell:
 Vehicle: 1N6BA1F [REDACTED] 2016 TITAN CAJ/JAVA

Mileage: 50,901 Payment type: CASH Waiter: No
 Service advisor: 1777 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 08/01/2018 Customer Comments: No

A CHECK ENG LIGHT ON. CAR GOING INTO LIMP MODE WONT ACCELERATE. HAS
 CNA EXTENDED WARRANTY
 02 INL ENGINE MECHANICAL 1.00 30.00
 DIAGNOSTICS OR
 REPAIRS. *X

Tech(s): 483
 16546-EZ40A 1 AIR CLEANER ELEMENT 27.15
 Pts: 27.15 Lbr: 30.00 Other: 0.00 Total Line A: 57.15

Story: 50901 VERIFIED CHECK ENG LIGHT ON. SCANNED FOR CODES
 P2263 TC/SC BOOST SYSTEM CURRENT CODE. PERFORMED DIAGNOSTICS
 AND INSPECTED EGR/BOOST SYSTEM. UPON INSPECTION FOUND ENGINE
 AIR FILTER CLOGGED. ORDERED NEW AIR FILTER. INSTALLED
 FOLLOWING DAY AND CLEARED ALL CODES. TEST DROVE VEHICLE ON
 EXPRESSWAY AND SURFACE ROADS ALL OK. RE-SCANNED VEHICLE
 AFTER TEST DRIVES AND NO CODES RETURNED. CUST TO PAY ONLY
 FOR ENGINE AIR FILTER PART. LABOR FOR DIAG TO BE COVERED PER
 SERVICE AS ONE-TIME COURTESY.

B CUST TO DROP VEHICLE OFF
 MPI CN PERFORM MULTI-POINT 0.00 0.00
 INSPECTION. *X

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 50901 0

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 58,721 Payment type: DC Waiter: No
 Service advisor: 1897 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 11/09/2018 Customer Comments: No

A PERFORM MULTI-POINT INSPECTION. *X
 MPI CNQS PERFORM MULTI-POINT INSPECTION. *X 0.00 0.00
 Tech(s): 1706
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

B CONVENTIONAL OIL SERVICE. *X
 LOFR CN CONVENTIONAL OIL SERVICE. *X 0.50 60.00
 Tech(s): 1706
 OILDIS OIL DISPOSAL FEE 1.25
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60
 Pts: 42.40 Lbr: 60.00 Other: 1.25 Total Line B: 103.65

C TRANSMISSION FLUID FLUSH
 TF CN TRANSMISSION SERVICE. *X 0.50 60.00
 Tech(s): 1706
 999MP-MTK00P 6 MATIC K AUTO TRANS FLUID 65.94
 Pts: 65.94 Lbr: 60.00 Other: 0.00 Total Line C: 125.94

D REAR DIFFERENTIAL FLUID CHANGED
 07 CN TRANSMISSIONS RWD. *X 0.50 60.00
 Tech(s): 1706
 999MP-G75W90P 3 SYN 75W90 GEAR OIL 46.38
 Pts: 46.38 Lbr: 60.00 Other: 0.00 Total Line D: 106.38

Customer Pay	180.00
Labor	180.00
Parts	154.72
Lube	1.25
Sublet	0.00
Miscellaneous/Shop Charge	14.40
Deductible	0.00
Total Charges	350.37
Less Insurance/Adjustment	0.00
Sales Tax	10.14
Total	360.51

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 66,843 Payment type: CASH Waiter: No
 Service advisor: 1897 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 03/07/2019 Customer Comments: No

A CONVENTIONAL OIL SERVICE ES*
 ELOFR CN CONVENTIONAL OIL SERVICE ES* 0.20 13.00

Tech(s): 1927
 OILDIS OIL DISPOSAL FEE 1.50
 15208-EZ40A 1 OIL FILTER 10.80
 10W30 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 13.00 Other: 1.50 Total Line A: 56.90

B SOUNDS LIKE JAKE BRAKE ON DECELERATION
 00 CN MAINTENANCE 0.00 0.00

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C ROUGH IDLE LIKE OPEN GASKET C/S
 00 CN MAINTENANCE 0.00 0.00

Tech(s): 483
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Story: 66843 PERFORM TURBINE CONTROL VALVE ACUATOR CALIBRATION FOR CODE P226C RESET SYSTEM NO CODES RETURNED.

Customer Pay	
Labor	13.00
Parts	42.40
Lube	1.50
Sublet	0.00
Miscellaneous/Shop Charge	1.04
Deductible	0.00
Total Charges	57.94
Less Insurance/Adjustment	0.00
Sales Tax	2.60
Total	60.54

Repair Order Detail - Internal Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]
 Phone(s): Contact: [REDACTED]
 Vehicle: 1N6BA1F44GN [REDACTED] 2016 TITAN CAJ/JAVA

Click to View Cust Copy
 Cell:

Mileage: 66,843 Payment type: CASH Waiter: No
 Service advisor: 1897 Promised time: 06:00 PM Estimate: 0.00
 Tag number: [REDACTED] Promised date: 03/07/2019 Customer Comments: No

A CONVENTIONAL OIL SERVICE ES*
 ELOFR CN CONVENTIONAL OIL SERVICE ES* 0.20 13.00

Tech(s): 1927
 OILDIS OIL DISPOSAL FEE 1.50
 15208-EZ40A 1 OIL FILTER 10.80
 10W30D 10 10W30 DIESEL OIL SUPER-DXA 31.60

Pts: 42.40 Lbr: 13.00 Other: 1.50 Total Line A: 56.90

B SOUNDS LIKE JAKE BRAKE ON DECELERATION
 00 CN MAINTENANCE 0.00 0.00

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C ROUGH IDLE LIKE OPEN GASKET C/S
 00 CN MAINTENANCE 0.00 0.00

Tech(s): 483

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Story: 66843 PERFORM TURBINE CONTROL VALVE ACUATOR CALIBRATION FOR CODE P226C RESET SYSTEM NO CODES RETURNED.

Customer Pay	13.00
Labor	42.40
Parts	1.50
Lube	0.00
Sublet	1.04
Miscellaneous/Shop Charge	0.00
Deductible	57.94
Total Charges	0.00
Less Insurance/Adjustment	2.60
Sales Tax	60.54
Total	

EXHIBIT G

DATE	MILES	DAYS	CUSTOMER CONCERN	REPAIR ATTEMPT
04/07/16	5			\$170 unknown repair
07/14/16	36		AC only blowing warm air check and advise Recall: PC465 Titan ECM	1 Cap Charge valve reprogram engine control module
1/19/17	36		Recall PC494 breather tube Recall PC507 Titan TCM Recall PC4711 Titan XDG	perform fuel tank breather inspection; tube in correct position no adjustments needed. Perform TCM reprogram and adjustments of transmission replace high pressure turbocharger and calibrate actuator
1/23/17	88		SOLD TO PLAINTIFF	
3/13/17	5,502		Check Engine Light ON	Diag Code 0490-00 EGR A Control performed DTC Confirmation test OK. No current code stored, code was stored as history code. Cleared and test drove OK
3/16/17	5,760		Check Engine Light ON	Scanned Vehicle found history code P0490 EGRA Control intermittent concern. Contacted Tech line. Code returns replace EGR valve if Code returns after that replace ECM
11/29/17	28,900		Check Engine Light ON and loss of power Transmission Service Titan ECM Recall	Drain transmission fluid/replace Reprogram ECM
7/30/18	50,707		Check Engine Light ON and loss of power Customer States lights on console flicker on and off at times and had hard time getting AC to come on	Coded P0471, P1451, P203F, P2263 all past codes; cleared codes and performed DTC confirmation test ok road test and rechecked no codes at this time Unable to verify concern. AC working at this time.

DATE	MILES	DAYS	CUSTOMER CONCERN	REPAIR ATTEMPT
8/01/18	50,901		<p>Check Engine Light ON. Car going into limp mode won't accelerate</p> <p>vehicle smoking from under the cabin and exhaust and was towed in.</p> <p>PC5110 RR Seat Belt</p> <p>PC 511 Titan ECM Reprogram</p>	<p>verified check engine light on. Scanned for codes P2263 TC/SC boost system current code. Performed diagnostics and inspected EGR/Boost system. Upon inspection found engine air filter clogged. Ordered new air filter. Installed following day and cleared all codes. Test drove vehicle on expressway and surface roads all ok. Re-scanned vehicle after test drives and no codes returned. Customer to pay only for engine air filter part. Labor for diag to be covered as per service as one-time courtesy.</p> <p>2 Bolt, 1 Spacer-Foam, 2 Cover belt anchor</p> <p>Campaign Recall</p>
3/07/19	66,843		Rough idle and sounded like Jake brake on deceleration	perform turbine control valve actuator calibration for code P226C Reset system no codes returned
3/8/19 - still out of service at the writing of the complaint on March 17, 2019	66,932		<p>Vehicle will not start. Vehicle in yesterday for rough idle and noise while decelerating</p> <p>483 performed turbine control valve actuator calibration. Code sheets attached to RO [REDACTED] before and after calibration. Vehicle was test driven 3 miles after calibration by service manager. Manager confirm vehicle ok before delivery. C/S vehicle was running rough on way home. Cust says vehicle started fine all morning and vehicle shut down (even electric) doing approx 30 mph on decel.</p>	New engine and transmission needed

Exhibit H

Attorneys

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Susan M. Martin
Alan L. Latham
Eric J. Liblang

Of Counsel

Terry J. Adler

—◇—

Legal Assistants

Eileen A. Wheeler
Krista E. Muskovin
Stephanie D. Ahmad
Rena Polsinelli

March 27, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Nissan North America
One Nissan Way
Franklin, TN 37067

Re: Customer:: [REDACTED]
Vehicle: 2016 Nissan Tital Pickup
VIN No.: 1N6BA1F44GN [REDACTED]
Delivery Date: 1/23/17
Dealer: Jeffrey Nissan

Dear Sir or Madam:

This law firm has been retained by Michael Holubowski with respect to problems experienced with the above referenced vehicle. All further communication with this customer must be directed through our office.

We are writing pursuant to MCL 257.1401, *et seq.*, to request a final repair attempt with respect to the above vehicle. The vehicle is currently at Jeffrey Nissan for repairs involving the engine.

Your records should reflect that this is the seventh time that the vehicle has been in the dealer for repair attempts involving engine problems. On at least one occasion during Mr. Holubowski's ownership, the vehicle would not start and is requiring total engine replacement.

Under MCL 257.1403(3)(b), we are requesting that the above problem be fully repaired within five (5) business days.

We are also requesting, pursuant to MCL 440.2609, that you provide us with adequate assurance of performance in writing, including assurance that the vehicle has been permanently and satisfactorily



repaired, and that in the event that it has not been permanently and satisfactorily repaired, we will be offered a refund or, alternatively, a comparable non-defective replacement vehicle at no additional cost, within the time periods prescribed under the Lemon Law. We are also requesting that you include in this assurance a provision that we will be provided with a comparable loaner vehicle until the repairs and/or refund or replacement have been accomplished.

Thank you for your time and consideration.

Very truly yours

[Redacted Signature]

Dani K. Liblang

DKL/km

cc: [Redacted]



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
 Nissan North America
 One Nissan Way
 Franklin TN 37067



9590 9402 4252 8121 0524 93

2. 7018 0680 0000 2825 4285

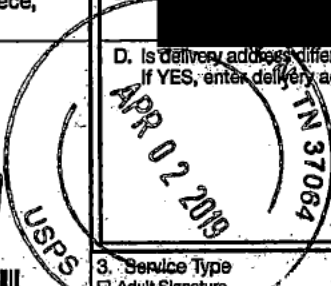
COMPLETE THIS SECTION ON DELIVERY

A. Signature Required

X

B. Restricted Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



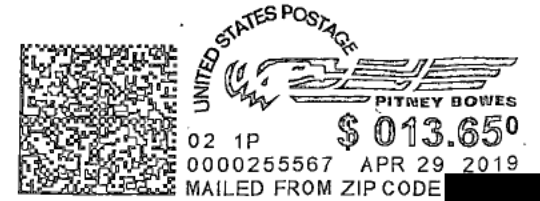
3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

CERTIFIED MAIL®



7018 0680 0000 2825 4537



THE LIBLANG LAW FIRM, PC
Attorneys and Counselors At Law
346 Park Street, Suite 200
Birmingham, MI 48009

To:

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Nissan North America, Inc.

RA: CSC-Lawyers Incorporating Service (Company)

601 Abbott Rd.

East Lansing, MI 48823

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