

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ZAP,

Defendant.

Civil Action No. 13-646 (RMC)

FILED

JUL 17 2013

Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

CONSENT DECREE

This Consent Decree is based on the agreement of Plaintiff, the United States of America, and Defendant, ZAP, to finally settle all issues in this action without further litigation under the terms and conditions incorporated herein.

I. NATURE OF THE ACTION

1. The National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (“the Safety Act”), 49 U.S.C. §§ 30101, *et seq.*, provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. 49 U.S.C. § 30111. The Secretary has delegated his authorities under the Safety Act to the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), 49 C.F.R. §§ 1.95(a), 501.2(a)(1), and NHTSA has promulgated motor vehicle safety standards. *See* 49 U.S.C. § 30111(a); 49 C.F.R. Part 571.

2. Under the Safety Act, a manufacturer of motor vehicles has a duty to ensure that its vehicles comply with applicable safety standards. 49 U.S.C. §§ 30102(a)(5), 30112. The Safety Act also imposes an independent duty on the manufacturer of a motor vehicle to notify NHTSA, and owners, purchasers, and dealers of the vehicle, if the manufacturer decides in good faith that the vehicle does not comply with an applicable Federal Motor Vehicle Safety Standard

(“FMVSS”). 49 U.S.C. § 30118(c)(2). The Act defines the term “manufacturer” to include importers of motor vehicles or motor vehicle equipment for resale. 49 U.S.C. § 30102(a)(5)(B).

3. Defendant ZAP is a publicly-owned company incorporated in the State of California. In or around 2007, ZAP imported into the United States certain Chinese-manufactured, electric three-wheeled vehicles with enclosed sedan or truck bodies, which are known as the Model Year (“MY”) 2008 ZAP Xebra. ZAP is a manufacturer within the meaning of the Safety Act. *See* 49 U.S.C. § 30102(a)(5)(B). In 2009, ZAP submitted noncompliance information reports to NHTSA, notifying the Agency that the MY 2008 ZAP Xebra did not comply with FMVSS No. 122 regarding motorcycle brake systems, the relevant FMVSS applicable to these vehicles. ZAP submitted renewed noncompliance information reports to NHTSA in 2012. However, ZAP did not implement an effective repair remedy to bring the vehicles into compliance with FMVSS No. 122.

4. On November 13, 2012, following a public hearing, NHTSA issued an order finding that ZAP had failed to meet the remedy and notification requirements of the Safety Act, and required ZAP to take specified actions to meet those requirements.

5. On May 8, 2013, the United States brought this action against ZAP under the Safety Act for declaratory and injunctive relief, and for civil penalties. The Complaint alleges that ZAP violated and continues to violate various provisions of the Safety Act and regulations promulgated thereunder, as well as NHTSA’s November 13, 2012 order requiring ZAP to take specified actions to fulfill its remedy and notification obligations under the Safety Act. Without admitting or denying the allegations of the Complaint, except for the allegation that this Court has personal jurisdiction over ZAP, which ZAP admits, ZAP consents to the entry of this Consent Decree.

WHEREAS, it is the mutual desire of the United States and ZAP to resolve all matters arising out of the facts alleged in the Complaint without the need for further litigation in order to avoid the legal expenses and other costs of a protracted dispute;

THEREFORE, based on the agreement of the parties, it is ORDERED, ADJUDGED, and DECREED as follows:

II. TERMS OF AGREEMENT

6. ZAP shall remedy the MY 2008 ZAP Xebra by refunding each current owner of a MY 2008 ZAP Xebra, as evidenced by the vehicle's state-issued title, which may include reassignments, \$3,100 as required herein.

7. Within five business days after this Consent Decree is entered by the Court, ZAP shall mail the notification letter to owners of a MY 2008 ZAP Xebra, a copy of which is attached as Exhibit A, by certified mail with return receipt service to each registered owner based on State motor vehicle registration records obtained from a commercial vendor (or, if the vehicle is not identified in any State motor vehicle registration records, the most recent purchaser known to ZAP, in accordance with 49 U.S.C. § 30119(d) and 49 C.F.R. § 577.7).

8. On the same date of mailing the notification to MY 2008 ZAP Xebra owners, ZAP shall mail a notification by certified mail with return receipt service to each MY 2008 ZAP Xebra dealer, consistent with the requirements of 49 C.F.R. § 577.13. This notice shall specify that ZAP will provide a remedy of refunding each owner of a MY 2008 ZAP Xebra \$3,100, and this notice shall be consistent with Exhibit A.

9. Within five business days of mailing the notification to owners, ZAP shall provide NHTSA with a copy of the notification and a list of the name, address, and vehicle identification number ("VIN") for each person to whom ZAP mailed a notification. This list shall account for

each of the 691 vehicles subject to the recalls and, separately for each of the 691 vehicles, shall state the source where ZAP obtained the name and address and the date upon which ZAP obtained the name and address. If after reasonable effort (including by searching records within its possession and by contacting its dealers), ZAP is unable to identify an owner of a vehicle consistent with its obligations under paragraph 7, ZAP shall at the time of providing the list required by this paragraph, provide NHTSA with a written declaration under oath identifying the reasonable effort made by ZAP to identify the owner (including the most recent purchaser). If ZAP becomes aware that an owner did not receive a mailed notice (whether because the notice was returned by mail or otherwise), ZAP shall make a reasonable effort to obtain current contact information for that owner and to resend the notice to the owner. After becoming aware that an owner did not receive a mailed notice, ZAP shall notify NHTSA at the time of its next monthly submission as specified in paragraph 17 and provide NHTSA with a written declaration under oath identifying the reasonable effort made by ZAP to resend the notice to the owner. Other than as provided in this paragraph, ZAP shall have no further obligation to send further notifications to such owners.

10. Within five business days of mailing the notification to dealers, ZAP shall provide NHTSA with a copy of the notification and a list of the name and address for each dealer to whom ZAP mailed a notification. If ZAP becomes aware that a dealer did not receive the notice (whether because the notice was returned by mail, or otherwise), ZAP shall make a reasonable effort to obtain current contact information for that dealer and to resend the notice to the dealer. After becoming aware that a dealer did not receive the notice, ZAP shall notify NHTSA at the time of its next monthly submission as specified in paragraph 17 and provide NHTSA with a

written declaration under oath identifying the reasonable effort made by ZAP to resend the notice to the dealer.

11. For each and every MY 2008 ZAP Xebra owner, as evidenced by the vehicle's state-issued title, which may include reassignments, who requests a refund of \$3,100 in accordance with the terms of the owner notification letter, which letter is referenced above in paragraph 7 and attached as Exhibit A, ZAP shall pay the owner \$3,100 (per vehicle) by bank cashier's check no later than December 31, 2013 or 30 days after an eligible owner's refund request, whichever is later. More particularly, with regard to timing of payments, ZAP shall process the requests on a rolling basis. In no event shall ZAP pay each eligible owner in full later than December 31, 2013 or 30 days after an eligible owner's refund request, whichever is later. ZAP may condition payment on the owner's transfer of title free and clear of all liens and security interests (as set forth in the owner notification letter attached as Exhibit A) and of possession of the MY 2008 ZAP Xebra to ZAP upon payment.

12. ZAP shall not deny a refund to a MY 2008 ZAP Xebra owner (1) unless the owner does not request a refund in accordance with the terms of the owner notification letter or otherwise does not comply with the terms of the refund remedy as set forth in the owner notification letter; (2) on the basis that the MY 2008 ZAP Xebra does not constitute a vehicle eligible for remedy (for example, because it has been scrapped, stripped, or is without its major components as defined in the owner notification letter) unless ZAP receives prior written approval from NHTSA; or (3) on the basis that the owner failed to timely request a refund in accordance with the terms of the notification unless ZAP has a documented reasonable basis for its belief that the owner failed to timely request a refund in accordance with the terms of the notification. ZAP is not required to grant a refund to any MY 2008 ZAP Xebra owner who does not timely request a

refund in accordance with the terms of the notification, including those owners who, despite ZAP's reasonable efforts to contact them as described in Paragraph 9 hereof, were not sent or did not receive an owner notification letter.

13. ZAP shall obtain a title to each MY 2008 ZAP Xebra that is transferred to ZAP pursuant to its refund remedy campaign. As used herein, title means a title issued by a state to an owner of a MY 2008 ZAP Xebra, which the owner executed to state that title has been transferred to ZAP. For any title to a MY 2008 ZAP Xebra in ZAP's possession (whether because the owner requested a refund, ZAP did not sell or transfer the vehicle, or otherwise), within 15 days of obtaining the title or within 15 days after this Consent Decree is entered by the Court, whichever is later, ZAP shall permanently mark the title on each side "Junk Motor Vehicle—Does Not Meet United States Federal Motor Vehicle Safety Standards." Within 10 days of so marking the title for a vehicle, ZAP shall hire an approved third-party data consolidator¹ to report the vehicle to the National Motor Vehicle Title Information System as a Junk Motor Vehicle.

14. For any MY 2008 ZAP Xebra for which ZAP issues a refund, ZAP shall arrange to pick up and transport or otherwise transfer the vehicle to ZAP's (or its designee's) possession at ZAP's sole expense no later than 30 calendar days after issuing a refund.

15. ZAP shall not resell any MY 2008 ZAP Xebra in the United States regardless of the vehicle's condition. ZAP shall not modify any MY 2008 ZAP Xebra for resale in the United States.

16. For any MY 2008 ZAP Xebra in ZAP's actual or constructive possession (whether because ZAP repurchased the vehicle, ZAP did not sell or transfer the vehicle, or otherwise and including vehicles obtained from owners under paragraph 14), ZAP shall: (1) disassemble the

¹ A list of approved third-party data consolidators is available on the National Motor Vehicle Title Information System website at http://www.vehiclehistory.gov/nmvtis_auto.html.

vehicle for the sole purpose of selling any system, part, or component of the vehicle, except that ZAP is prohibited from selling MY 2008 ZAP Xebra systems, parts, or components in the United States in such a manner that they reasonably may be reassembled into the same or a substantially similar vehicle; (2) export the vehicle to a country where the vehicle is compliant with the laws of that country; (3) disable the vehicle by removing the batteries and disposing of them in a lawful manner and storing the remainder of the vehicle on ZAP's own property; or (4) deliver the vehicle to a facility with the capability to crush or shred a motor vehicle and that is a participant in the End of Life Vehicle Solutions (ELVS) Mercury Switch Recovery Program.² Should ZAP elect subparagraph (4), it shall deliver the vehicle to such a facility for the purpose of disposing of the vehicle by crushing or shredding. ZAP shall expressly engage the disposal facility to remove and dispose of the batteries, all lead products, mercury switches, and such other toxic or hazardous vehicle components prior to crushing or shredding in accordance with applicable Federal and State requirements. ZAP shall take one of the above four specified actions for the disposition of the vehicle by March 31, 2014 for any vehicle in ZAP's possession as of January 31, 2014. For any vehicle that comes into ZAP's possession after January 31, 2014, ZAP shall dispose of the vehicle by taking one of the above four specified actions for the disposition of the vehicle within sixty (60) days of taking possession of the vehicle. Notwithstanding the forgoing, ZAP may change its elected disposition as to any vehicle, but it shall so notify NHTSA and shall dispose of the vehicle by taking one of the above four specified actions within ten (10) business days of changing its elected disposition.

17. Within one month of mailing the notification to owners and again within every month thereafter for a total of 18 monthly occurrences, ZAP shall provide NHTSA with a list as

² Participants in the End of Life Vehicle Solutions (ELVS) Mercury Switch Recovery Program are listed in a database accessible on the website <http://www.eqonline.com/services/ELVS-Mercury-Switch-Recovery-Program/state-report-all.asp?state=all>.

specified by 49 C.F.R. § 573.8, which includes the status of the refund remedy with respect to each MY 2008 ZAP Xebra. The status of the refund remedy for each vehicle shall include: (1) a statement of whether the owner of the vehicle responded to ZAP's notice; (2) a description of the owner's response, if any (such as a request for a refund), including the date of the response; and (3) a description of any action taken by ZAP (such as payment of a refund), including the date of such action.

18. At the same time as ZAP provides the list required by paragraph 17 and for each MY 2008 ZAP Xebra for which ZAP issues a refund or otherwise has in its possession, ZAP shall state the dates on which ZAP (or its designee) picked up the vehicle or the owner transferred the possession of the vehicle to ZAP, and the dates on which ZAP (1) disassembled the vehicle for the purpose of selling any part or component of the vehicle; (2) elected to export the vehicle to a country where the vehicle is compliant with the laws of that country; (3) ZAP exported the vehicle (4) disabled the vehicle and stored it on its own property, or (5) delivered the vehicle to a facility, as specified above, for the purpose of disposing of the vehicle by crushing or shredding, as the case may be. ZAP shall provide a written declaration under oath certifying that the information is accurate and complete. Should ZAP elect to disassemble or disable a vehicle, it shall submit to NHTSA a photograph showing that the vehicle has been disassembled or disabled. Should ZAP elect to export the vehicle, it shall submit to NHTSA a written declaration under oath certifying that, to the best of ZAP's knowledge and information, the vehicle is compliant with the laws of the country of export. Should ZAP elect to deliver the vehicle to a facility for crushing or shredding, ZAP shall attach a statement from the disposal facility or facilities verifying that the vehicles were disposed of.

19. At the same time as ZAP provides the list required by paragraph 17, for any MY 2008 ZAP Xebra for which ZAP denies a request for a refund, ZAP shall provide NHTSA with a written declaration under oath: (1) stating the reason the request for a refund did not comply with the terms of the notification; (2) stating whether the owner disputed ZAP's denial of the request for a refund; and (3) providing all documentation or information relevant to the reason the request for a refund did not comply with the terms of the notification and the owner's dispute (if any) of ZAP's denial of the request for a refund. If NHTSA determines, based on such a declaration and supporting documentation, that ZAP has not sufficiently established that a request for a refund did not comply with the terms of the notification, ZAP shall grant the request for a refund. For purposes of any such refund, ZAP shall treat the date upon which NHTSA notifies it in writing that it shall grant the request for a refund (which shall be no later than 30 days after receipt of ZAP's declaration and supporting documentation) as the date of the eligible owner's refund request.

20. At the same time as each list required by paragraph 17, ZAP shall provide NHTSA with a copy of each return receipt for the notifications ZAP mailed to owners and dealers. ZAP shall also provide NHTSA with a copy of each title to a MY 2008 ZAP Xebra marked as required by paragraph 13. ZAP need not provide NHTSA a copy of any return receipt or title ZAP previously provided to NHTSA. If ZAP has no new return receipts or titles in any given month, ZAP shall provide NHTSA with a written declaration under oath so stating.

21. Each monthly submission required herein shall be cumulative. ZAP need not provide duplicative copies of supporting documentation (such as photographs or declarations) previously provided to NHTSA. However, ZAP must revise or supplement such supporting documentation if it is no longer accurate or complete.

22. ZAP shall provide each required submission to: Office of the Chief Counsel (NCC-111), National Highway Traffic Safety Administration, West Building, W41-326, 1200 New Jersey Avenue SE, Washington, DC 20590.

III. RETENTION OF JURISDICTION

23. This Court will retain jurisdiction over this action for three years, or until all obligations required by this Consent Decree have been fully discharged, whichever is longer. Within this time period, either party to this Consent Decree may apply to the Court for such further orders as may be necessary and appropriate for the enforcement or interpretation of this Consent Decree.

IV. FULL AND AUTHORIZED SETTLEMENT

24. The Court's execution and entry of this Consent Decree shall constitute full settlement of the issues raised in the United States' complaint against ZAP. This Consent Decree represents the entire understanding and agreement of the parties. There are no oral or other understandings between the parties with respect to any matter or claim that is the subject of this lawsuit or of this Consent Decree.

25. The United States and ZAP and their respective counsel who are the signatories hereto hereby represent, warrant, and guarantee that they are duly authorized to execute this Consent Decree on behalf of the respective parties.

V. AMENDMENT

26. The Consent Decree cannot be modified or amended except by an instrument in writing signed by all parties, and no provision may be waived other than by a writing setting forth such waiver and signed by the party making the waiver.

27. In the event either party intends to move the Court for a modification of this Consent Decree, or in the event of a dispute between the parties concerning the interpretation or

implementation of the Consent Decree, the party seeking modification or the disputing party shall provide the other party with a written notice outlining the nature of modification or dispute at least five (5) business days prior to any motion is filed with this Court.

VI. INTERPRETATION CONSISTENT WITH FEDERAL LAW

28. Nothing in this Consent Decree shall be interpreted or construed in a manner inconsistent with, or contravening, any Federal law, rule or regulation at the time of the entry of this Consent Decree, or as amended thereafter.

VII. BINDING SUCCESSORS

29. This Consent Decree shall be binding upon, and inure to the benefit of, ZAP and its successors and assigns.

30. Commencing upon the entry of this Consent Decree and until the date this Consent Decree terminates, ZAP shall give written notice of this Consent Decree to any transferee prior to the transfer, in whole or in part, that would result in the change of a majority ownership interest in ZAP, and shall provide a copy of the Consent Decree to any transferee.

31. ZAP shall condition any such transfer as described in Paragraph 30 upon the execution of a modification to this Consent Decree by the transferee, which makes the terms and conditions of this Consent Decree applicable to the transferee.

32. At least 30 days prior to any such transfer as described in Paragraph 30, ZAP shall notify the United States and NHTSA of the identity of any proposed transferee and of the specific Consent Decree provisions that the transferee is assuming. Simultaneously, ZAP shall provide a certification from the transferee that the transferee has the financial and technical ability to assume the obligations and liabilities under this Consent Decree that are related to the transfer.

33. As soon as practicable and no later than seven (7) business days prior to any such transfer as described in Paragraph 30, ZAP and the United States shall file a joint motion, along with the modification to this Consent Decree and the certification referenced in the preceding paragraphs, with the Court to modify the Consent Decree. If ZAP does not secure the agreement of the United States to a joint motion, ZAP may file a motion without such agreement, and the United States may file an opposition to the motion. ZAP will not be released from the obligations and liabilities of any provision of this Consent Decree unless and until the Court grants the motion to modify the Consent Decree.

34. This Consent Decree shall be binding upon, and inure to the benefit of the United States, including any entity, department, or agency succeeding to the interests or obligations herein.

35. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

APPROVED AND SO ORDERED:

Dated: 16 July 2013



ROSEMARY M. COLLYER
U.S. District Judge

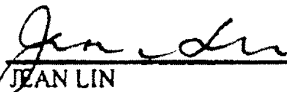
CONSENTED TO:

Dated 7/15, 2013

STUART F. DELERY
Acting Assistant Attorney General

RONALD C. MACHEN, JR.
United States Attorney

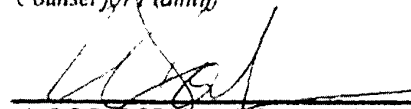
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Dated July 15, 2013


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Counsel for Defendant

Dated: July 15, 2013


WANG "ALEX" GANG
Co-Chief Executive Officer
ZAP

Dated: July 10, 2013


CHARLES SCHILLINGS
Co-Chief Executive Officer
ZAP

Dated: July 10, 2013

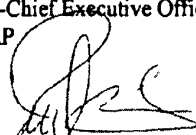

PRISCILLA LU
Chair, Board of Directors
ZAP

EXHIBIT A

SAFETY RECALL NOTICE

Dear 2008 ZAP XEBRA Owner:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. ZAP has decided that model year 2008 ZAP XEBRA all-electric vehicles fail to comply with Federal Motor Vehicle Safety Standard (FMVSS) No. 122, *Motorcycle Brake Systems*. Our records indicate that your vehicle is affected.

WHAT IS THE PROBLEM?

These vehicles exceed maximum distances within which they must be able to come to a stop. Extended stopping distances may result in a vehicle crash. These vehicles were also produced without the required separate brake fluid reservoir for each brake circuit, with each reservoir filler opening having its own cover, seal and cover retention device. Without a separate reservoir for each brake, having its own cover, seal and cover retention device, fluid for one brake circuit may move to the other. If this occurs, both reservoirs could lose fluid as a result of a fluid leak in one brake circuit, which could compromise the stopping ability of the braking system, increasing the risk of a crash.

WHAT WILL ZAP DO?

ZAP is initiating a vehicle repurchase program whereby it will purchase your eligible vehicle for \$3,100. To be eligible, the following conditions and no others shall apply:

1. The enclosed request form must be completed in its entirety and submitted to ZAP, along with a photograph of the vehicle and photocopy of the vehicle's title, within 120 days after receipt of this letter.
2. Upon tendering the vehicle to ZAP or its designee, the vehicle owner must present an original title, free of any liens or security interests (including, but not limited to, liens or security interests of a bank, finance company, mechanic, etc.). The owner must execute the title, including by making a mileage disclosure.
3. Upon written approval by the National Highway Traffic Safety Administration (NHTSA), ZAP may deny your claim if the vehicle is without all of its major components, which are the powertrain, motor, controller, charger, suspension, body panels, dashboard, seats and wheels.
4. This program applies only to Model Year 2008 ZAP XEBRA all-electric vehicles.

Please note that the refund amount has been fixed by an order of the National Highway Traffic Safety Administration.

WHAT SHOULD YOU DO?

-- Caution Regarding Operation of Vehicle

You should not be driving your ZAP vehicle. If you choose to continue driving your vehicle in its present condition, please be aware that it may not meet Federal stopping distance requirements and, at a minimum, you should keep a safe distance between your vehicle and any vehicles or other objects in front of you.

-- Participation in Vehicle Buy-Back Program

To participate in this repurchase program, you must complete the enclosed request form and send it, along with a photograph of the vehicle and photocopy of the title, to ZAP. Your request must be either postmarked or received by ZAP no later than 120 days after receipt of this letter. Your submission should be made by certified mail or other verifiable delivery method.

If ZAP determines that a timely submission is missing required information, we will notify you and give you an opportunity to resubmit your claim. To be eligible, a resubmitted claim must be either postmarked or received by ZAP within the original 120 day submission period or within 14 days after your receipt of the notice of the missing information, whichever is later. Within 30 days after receipt of a *completed* request form, ZAP will notify you of your eligibility under this program.

If your vehicle is eligible, ZAP will contact you to make arrangements for the transfer of the vehicle and title and for payment of the refund. The timing of refunds will be determined based upon availability of funds, but ZAP has agreed with the National Highway Traffic Safety Administration that it will process and pay all eligible claims by December 31, 2013 or 30 days after your refund request, whichever is later. Payments will be issued in the order that the completed eligible claims are received. Transfer of vehicle and title will occur at the time of payment. The method of transfer will be determined on a case-by-case basis in consultation with the vehicle owner, but you will not be responsible for any related expenses (such as towing or other delivery charges, if applicable).

-- Additional Information

If you are a lessor of one of these vehicles, Federal law requires that you forward a copy of this notice to the lessee within ten (10) days of receiving this notice. If you previously paid to have your vehicle repaired to address the noncompliance described above, you may be eligible to receive reimbursement for such costs in lieu of or in addition to participating in this repurchase program. Please contact ZAP at 1-[TO BE PROVIDED (along with a script to NHTSA)] for further information and instructions on submitting a reimbursement claim.

If ZAP does not provide a remedy as described herein, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE, Washington, DC 20590; or call 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

* * *

We are sorry to cause this inconvenience; however, we have taken this action in the interest of your safety and satisfaction with our products.

Sincerely,

ZAP Management

Refund Request Form

Model Year 2008 ZAP Xebra

-- **This Form Must Be Sent by Certified Mail or Other Verifiable Means to:
ZAP, 501 Fourth Street, Santa Rosa, CA 95401**

-- **This Form must be postmarked or received by ZAP no later than 120 days
after you received it.**

Xebra VIN Number: Full Name of Owner: (As Shown on Title)																					
ZAP will contact you to make arrangements for the transfer of the vehicle and title and for payment of the refund if your vehicle is eligible. Owner Correspondence Address: Owner Phone Number: Owner Email (if available): Location of Vehicle (if different than Owner Correspondence Address): Vehicle Pick Up Address (if different than above):																					
ZAP will not deny your claim because the vehicle is without all of its major components without written approval by the National Highway Traffic Safety Administration (NHTSA). Please indicated whether each of the following major components is intact:	<table> <tr> <td>Powertrain</td> <td>_____</td> <td>YES</td> <td>_____</td> <td>NO</td> </tr> <tr> <td>Motor</td> <td>_____</td> <td>YES</td> <td>_____</td> <td>NO</td> </tr> <tr> <td>Controller</td> <td>_____</td> <td>YES</td> <td>_____</td> <td>NO</td> </tr> <tr> <td>Charger</td> <td>_____</td> <td>YES</td> <td>_____</td> <td>NO</td> </tr> </table>	Powertrain	_____	YES	_____	NO	Motor	_____	YES	_____	NO	Controller	_____	YES	_____	NO	Charger	_____	YES	_____	NO
Powertrain	_____	YES	_____	NO																	
Motor	_____	YES	_____	NO																	
Controller	_____	YES	_____	NO																	
Charger	_____	YES	_____	NO																	

Initial:

	Suspension _____ YES _____ NO All Body Panels _____ YES _____ NO Dashboard _____ YES _____ NO Seats _____ YES _____ NO Tires/Wheels _____ YES _____ NO
ZAP will not deny your request for a refund based on your response to the following questions: Vehicle's Current Odometer Reading: _____ Miles Is the vehicle currently driveable? _____ YES _____ NO	
The following documents must be included with this completed Refund Request Form:	(1) Photocopy of vehicle's title; and (2) A photograph of the vehicle showing its current condition.

I certify that the information provided above is true and correct to the best of my knowledge and that I am the lawful owner of the above-referenced vehicle. I understand that, upon tendering the vehicle to ZAP or its designee, I must present an original title, free of any liens or security interests (including, but not limited to, liens or security interests of a bank, finance company, mechanic, etc.). I understand that I must execute the title, including by making a mileage disclosure. I also understand that my acceptance of the repurchase payment of \$3,100 shall constitute a full release of any and all of my claims against ZAP related to ZAP's recall obligations with respect to this vehicle.

Signed by:

Name:

Date:

Initial: