

OCT 09 2020

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7 Attorneys for Plaintiffs,  
ROBERTO and IRMA CANO

8  
9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF VENTURA

11  
12 ROBERTO CANO and IRMA CANO,

Case No.:

13  
14 Plaintiffs,

COMPLAINT

15 vs.

1. SONG-BEVERLY ACT  
2. MAGNUSON-MOSS ACT

16  
17 FORD MOTOR COMPANY, a Delaware  
Corporation, and DOES 1 through 10,  
18 inclusive,

Assigned for All Purposes to the  
Honorable  
Department

19 Defendants.

20  
21  
22 Plaintiffs, ROBERTO CANO and IRMA CANO, allege as follows against Defendants,  
23 FORD MOTOR COMPANY, and DOES 1 through 10 inclusive, on information and belief,  
24 formed after an inquiry reasonable under the circumstances:

25 GENERAL ALLEGATIONS

26 1. Plaintiffs are individuals residing in the City of Moorpark, County of Ventura, and  
27 State of California.

5.4

1       2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered  
2 to do business in the State of California with its registered office in the City of Los Angeles,  
3 County of Los Angeles, State of California.

4       3. This cause of action arises out of the sale of the vehicle in question from Simi Valley  
5 Ford in the City of Simi Valley, County of Ventura, State of California.

6       4. Plaintiffs do not know the true names and capacities, whether corporate, partnership,  
7 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,  
8 under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does  
9 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and  
10 transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to  
11 amend this Complaint to set forth the true names and capacities of the fictitiously named  
12 Defendants together with appropriate charging allegations when ascertained.

13       5. All acts of corporate employees as alleged were authorized or ratified by an officer,  
14 director or managing agent of the corporate employer.

15       6. Each Defendant whether actually or fictitiously named herein, was the principal, agent  
16 (actual or ostensible) or employee of each other Defendant and in acting as such principal or  
17 within the course and scope of such employment or agency, took some part in the acts and  
18 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the  
19 relief prayed for herein.

20       7. On February 19, 2018, Plaintiffs purchased a new 2018 Ford Explorer, VIN:  
21 1FM5K7D86JGA81096, ("the vehicle").

22       8. Express warranties accompanied the sale of the vehicle to Plaintiffs by which FORD  
23 MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiffs'  
24 vehicle or provide compensation if there was a failure in such utility or performance.

25       9. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to  
26 warranty and developed other serious defects and nonconformities to warranty including, but not  
27 limited to, various steering/suspension defects.

28

1 10. Prior to engaging counsel, Plaintiffs attempted to resolve the claim informally, through  
2 Ford's customer service procedures.

3 FIRST CAUSE OF ACTION

4 (Violation of the Song-Beverly Consumer Warranty Act)

5 11. Plaintiff incorporates herein by reference each and every allegation contained in the  
6 preceding and succeeding paragraphs as though herein fully restated and realleged.

7 12. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil  
8 Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle"  
9 and Plaintiffs have used the vehicle primarily for those purposes.

10 13. Plaintiffs are "buyers" of consumer goods under the Act.

11 14. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under  
12 the Act.

13 15. The sale of the vehicle to Plaintiffs was accompanied by an implied warranty that the  
14 vehicle was merchantable. The sale of the vehicle to Plaintiffs was also accompanied by  
15 Defendants' implied warranty of fitness.

16 16. The foregoing defects and nonconformities to warranty manifested themselves within  
17 the applicable express warranty period. The nonconformities substantially impair the use, value  
18 and/or safety of the vehicle.

19 17. Plaintiffs delivered the vehicle to Ford Motor Company authorized repair facilities for  
20 repair of the nonconformities on numerous occasions.

21 18. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and  
22 implied warranties after a reasonable number of attempts.

23 19. The defects and nonconformities rendered the vehicle unmerchantable.

24 20. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either  
25 promptly replace the new motor vehicle or promptly make restitution in accordance with the  
26 Song-Beverly Consumer Warranty Act.

1 21. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or  
2 replacement, Defendants are in breach of their obligations under the Act.

3 22. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

4 23. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for  
5 the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the  
6 nonconformities.

7 24. Plaintiffs are entitled to all incidental, consequential and general damages resulting  
8 from Defendants' failure to comply with their obligations under the Act.

9 25. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to  
10 the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in  
11 connection with the commencement and prosecution of this action.

12 26. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two  
13 times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to  
14 comply with its responsibilities under the Act.

15 SECOND CAUSE OF ACTION

16 (Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

17 27. Plaintiff incorporates herein by reference each and every allegation contained in the  
18 preceding and succeeding paragraphs as though herein fully restated and realleged.

19 28. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (referred to  
20 as "Mag-Moss"), 15 U.S.C. § 2301(3).

21 29. Defendant, FORD MOTOR COMPANY is a "supplier" and "warrantor" as defined in  
22 the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

23 30. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §  
24 2301(1).

25 31. In addition to the express warranty, in connection with the sale of the vehicle to  
26 Plaintiffs, an implied warranty of merchantability was created under California law. The  
27  
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1 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the  
2 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

3 32. Defendants violated the Mag-Moss Act when they breached the express warranty and  
4 implied warranties by failing to repair the defects and nonconformities, or to replace or  
5 repurchase the vehicle.

6 33. Plaintiffs performed all terms, conditions, covenants, promises and obligations required  
7 to be performed on Plaintiffs' part under the terms of the sales agreement, and express warranty  
8 and implied warranty except for those terms and conditions, covenants, promises and obligations  
9 or payments for which performance and/or compliance has been excused by the acts and/or  
10 conduct of the Defendants and/or by operation of law.

11 34. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs  
12 have been damaged in the form of general, special and actual damages in an amount within the  
13 jurisdiction of this Court, according to proof at trial.

14 35. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the  
15 purchase price paid for the vehicle.

16 36. Plaintiffs are entitled to all incidental, consequential and general damages resulting  
17 from Defendants' failure to comply with their obligations under the Mag-Moss Act.

18 37. Plaintiffs are entitled under the Mag-Moss Act to recover as part of the judgment a sum  
19 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably  
20 incurred in connection with the commencement and prosecution of this action pursuant to 15  
21 U.S.C. § 2310(d)(2).

22  
23 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

- 24 1. For general, special and actual damages according to proof at trial;
- 25 2. For rescission of the purchase contract and restitution of all monies expended;
- 26 3. For diminution in value;
- 27 4. For incidental and consequential damages according to proof at trial;

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- 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 6. For prejudgment interest at the legal rate;
- 7. For reasonable attorney's fees and costs of suit; and
- 8. For such other and further relief as the Court deems just and proper under the circumstances.

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\_\_\_\_\_  
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Attorneys for Plaintiffs  
ROBERTO and IRMA CANO

Dated: 10/6/2020

# **EXHIBIT 1**

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

Dealer Number

Contract Number

H.O.S. Number

Stock Number

Buyer Name and Address (Including County and Zip Code) SIMI VALLEY 2440 ... SIMI VALLEY CA 93021	Co-Buyer Name and Address (Including County and Zip Code) IRMA CANU 303 SWEAN AVE MOORE PARK ...	Seller-Creditor (Name and Address) SIMI VALLEY 2440 ... SIMI VALLEY
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in US funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2015	FORD EXPLORER	30	1FMEK7D86JGAB1096	<input type="checkbox"/> Personal, family or household unless otherwise indicated below <input type="checkbox"/> business or commercial

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of	FINANCE CHARGE The dollar amount the	Amount Financed The amount of credit provided	Total of Payments The amount you will have paid after	Total Sale Price The total cost of your purchase plus
3.29 %	\$ 4,452.63 (e)	\$ 41,053.63 (e)	\$ 45,536.26 (e)	\$ 6,700.00 (e)

**ONE PAYMENT OF 41,053.63 DUE ON** (e) means an estimate  
**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	Monthly beginning
74	607.15	04/05/2018
	N/A	
One final payment	607.15	06/05/2024

**Late Charge:** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
 Security Interest: You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

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

1. Total Cash Price
  - A. Cash Price of Motor Vehicle and Accessories \$ 41575.00 (A)
    1. Cash Price Vehicle \$ 41575.00
    2. Cash Price Accessories \$ N/A
    3. Other (Nontaxable) \$ N/A
  - B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)
  - C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)
  - D. (Optional) Theft Deterrent Device(s)
    1. (paid to) SIMI VALLEY FORD \$ 995.00 (D1)
    2. (paid to) \$ N/A (D2)
    3. (paid to) \$ N/A (D3)
  - E. (Optional) Surface Protection Product(s)
    1. (paid to) \$ N/A (E1)
    2. (paid to) \$ N/A (E2)
    3. (paid to) \$ N/A (E3)

**STATEMENT OF INSURANCE**  
 NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or carry life and insurance through a particular insurance company or insurance broker. You are not required to buy any life or health insurance other than credit. Your decision to buy or not buy other insurance is your own decision and is not a condition of financing.

**Vehicle Insurance**

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

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

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

Buyer X \_\_\_\_\_  
 Co-Buyer X \_\_\_\_\_  
 Seller X \_\_\_\_\_

**OPTIONAL DEBT CANCELLATION AGREEMENT:** A debt cancellation agreement may be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term \_\_\_\_\_ Mos. \_\_\_\_\_  
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X \_\_\_\_\_

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

11 Company	N/A	Term	N/A	Mos. or	N/A	Mo
12 Company	N/A	Term	N/A	Mos. or	N/A	Mo
13 Company	N/A	Term	N/A	Mos. or	N/A	Mo
14 Company	N/A	Term	N/A	Mos. or	N/A	Mo
15 Company	N/A	Term	N/A	Mos. or	N/A	Mo

One Payment of		
One Payment of		
One final payment	40 15	00 00 4

Late Charge: If payment is not received on or before 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the proceeds paid)**

1. Total Cash Price
  - A. Cash Price of Motor Vehicle and Accessories
    1. Cash Price Vehicle
    2. Cash Price Accessories
  3. Other (Nontransferable)
    1. MINI VALLEY FORD
- B. Downpayment Processing Charge (not a governmental fee)
- C. Emissions Testing Charge (not a governmental fee)
- D. (Optional) Theft Deterrent Device(s)
  1. (paid to)
  2. (paid to)
  3. (paid to)
- E. (Optional) Surface Protection Product(s)
  1. (paid to)
  2. (paid to)
- F. EV Charging Station (paid to)
- G. Sales Tax (on taxable items in A through F)
- H. (Optional) Vehicle Registration and Transfer Charge
- I. (Optional) Service Contract(s)
  1. (paid to)
  2. (paid to)
  3. (paid to)
  4. (paid to)
  5. (paid to)
- J. Prior Credit or Lease Balance (e) paid by Seller to
 

Vehicle 1	Vehicle 2	
		\$ N/A (J)

(see downpayment and trade-in calculation)
- K. (Optional) Debt Cancellation Agreement
- L. (Optional) Used Vehicle Contract Cancellation Option Agreement
- M. Other (paid to)
 

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

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not provided as a condition of sale.

Buyer Signs X

**OPTIONAL SERVICE CONTRACTS**

Buyer Signs X

OPTIONAL SERVICE CONTRACTS: Buyer may purchase the service contract(s) and/or other optional contract(s) for the term(s) shown below. Charge(s) shown in item 11.

- 11 Company
- Term
- 12 Company
- Term
- 13 Company
- Term
- 14 Company
- Term
- 15 Company
- Term

Buyer X

1. Vehicle 1

Year

Model

VIN

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

2. Vehicle 2

Year

Model

VIN

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

Total Agreed Value of Property

Being Traded-In (1c+2c)

Total Prior Credit or Lease Balance (1d+2d)

Total Net Trade-In (1e+2e)

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

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

SELLER'S INITIALS N/A

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

Buyer Signs X

2. Amounts Paid to Public Officials
  - A. Vehicle License Fees
  - B. Other

3. Amount Paid to Insurance Companies
  - (Total premiums from Statement of Insurance)
  4.  State Emissions Certification Fee or  State Emissions Exemption Fee

5. Subtotal (1 through 4)
6. Total Downpayment
  - A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s))
 

Vehicle 1	Vehicle 2	
\$ 1,200.00	\$ N/A	
  - B. Total Less Prior Credit or Lease Balance (e)
 

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

Vehicle 1	Vehicle 2	
\$ 1,200.00	\$ N/A	
  - D. Deferred Downpayment Payable to Seller
  - E. Manufacturer's Rebate
  - F. Other
  - G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card

Total Downpayment (C through G)

Total Amount Financed (5 less 6)

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

Buyer Signs X

Life Charge. If payment is not made in full when it is due, you will pay a late charge of 1% of the past due amount. Payment. If you pay late, you may be charged a non-payment fee.

**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories

1. Cash Price Vehicle \$ 995.00 (D1)

2. Cash Price Accessories \$ N/A (D2)

3. Other (Non-taxable) \$ N/A (D3)

Describe \_\_\_\_\_

Describe \_\_\_\_\_

B. Document Processing Charge (not a governmental fee) \$ 0.00 (D)

C. Emissions Testing Charge (not a governmental fee) \$ 0.00 (D)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) SUN VALLEY FORD \$ 995.00 (D1)

2. (paid to) \_\_\_\_\_ \$ N/A (D2)

3. (paid to) \_\_\_\_\_ \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) \_\_\_\_\_ \$ N/A (E1)

2. (paid to) \_\_\_\_\_ \$ N/A (E2)

3. (paid to) \_\_\_\_\_ \$ N/A (E3)

4. (paid to) \_\_\_\_\_ \$ N/A (E4)

5. (paid to) \_\_\_\_\_ \$ N/A (E5)

J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 \_\_\_\_\_ Vehicle 2 \_\_\_\_\_ \$ N/A (J)

(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ 795.00 (K)

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

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

For \_\_\_\_\_

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

For \_\_\_\_\_

**Total Cash Price (A through N)** \$ 47205.88 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees **ESTIMATED** \$ 275.00 (A)

B. Sales Tax \$ 253.00 (B)

C. Other \_\_\_\_\_ \$ \_\_\_\_\_ (C)

**Total Official Fees (A through D)** \$ 528.00 (2)

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

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

**Subtotal (1 through 4)** \$ 47753.63 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)) \$ 1200.00 (A)

Vehicle 1 \$ 1,200.00 Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) (indicate if negative number) \$ 1,200.00 (C)

Vehicle 1 \$ 1,200.00 Vehicle 2 \$ N/A

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

E. Manufacturer's Rebate \$ 3000.00 (E)

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

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 0.00 (G)

**Total Downpayment (C through G)** \$ 4200.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

**7. Amount Financed (5 less 6)** \$ \_\_\_\_\_ (7)

**OPTIONAL SERVICE CONTRACT(S)** (See back of contract for details and terms) (If the term(s) shown below for the charges shown in item 1)

11 Company N/A Term N/A Mos or N/A Miles

12 Company N/A Term N/A Mos or N/A Miles

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87 Company N/A Term N/A Mos or N/A Miles

88 Company N/A Term N/A Mos or N/A Miles

89 Company N/A Term N/A Mos or N/A Miles

90 Company N/A Term N/A Mos or N/A Miles

91 Company N/A Term N/A Mos or N/A Miles

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96 Company N/A Term N/A Mos or N/A Miles

97 Company N/A Term N/A Mos or N/A Miles

98 Company N/A Term N/A Mos or N/A Miles

99 Company N/A Term N/A Mos or N/A Miles

100 Company N/A Term N/A Mos or N/A Miles

a. Agreed Value of Property \$ \_\_\_\_\_

b. Buyer/Co-Buyer Retained Trade Equity \$ \_\_\_\_\_

c. Agreed Value of Property Being Traded-In (a-b) \$ 1,200.00

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 1,200.00

**2. Vehicle 2**

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ \_\_\_\_\_

b. Buyer/Co-Buyer Retained Trade Equity \$ \_\_\_\_\_

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ \_\_\_\_\_

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ \_\_\_\_\_

**Total Agreed Value of Property**

Being Traded-In (1c+2c) \$ 1,200.00

**Total Prior Credit or Lease Balance** (1d+2d) \$ N/A

**Total Net Trade-In (1e+2e)** \$ 1,200.00

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

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

**SELLER'S INITIALS** N/A

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

**Buyer Signs X** \_\_\_\_\_

**Co-Buyer Signs X** \_\_\_\_\_

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

Buyer Signature X \_\_\_\_\_ Co-Buyer Signature X \_\_\_\_\_

**AUTO BROKER FEE DISCLOSURE**

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

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

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

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

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

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

