

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

DERRICK POOLE,

Appellant,

Supreme Court Case No: 74808

v

District Court Case No.:  
A-16-737120-C

NEVADA AUTO DEALERSHIP  
INVESTMENTS LLC a Nevada  
Limited Liability Company d/b/a  
SAHARA CHRYSLER, JEEP,  
DODGE, and COREPOINTE  
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.  
The Honorable Nancy Alff, District Court Judge

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**APPELLANT'S APPENDIX VOLUME 3**

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Las Vegas, NV 89145  
Telephone : (702) 318-6570  
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# CARFAX<sup>®</sup>

## VEHICLE HIGHLIGHTS

### 2013 RAM RAM TRUCK 1500 SLT

VIN: 1C6RR6GT8DS558275

Body Style: CREW PICKUP

Engine Size: 5.7L V8 SFI OHV 16V

Drivetrain: REAR WHEEL DRIVE

Certified on 05/06/2014



#### Original Manufacturer's Warranty:

Basic Warranty Active

Please confirm remaining factory warranty and extended warranty options with your dealer!

The original manufacturer's warranty includes:  
**36 months or 36,000 miles**

Courtesy of  
**Sahara Chrysler Dodge**

**Jeep Ram**

5050 W Sahara Ave

Las Vegas, NV 89146

1-888-904-2502

[www.saharachryslerdodgejeepram.com](http://www.saharachryslerdodgejeepram.com)

Information excerpted from the CARFAX Vehicle History Report and/or Safety & Reliability Ratings; see full reports for additional information, glossary of terms, source attributions, disclaimers & limitations. Go to [carfax.com](http://carfax.com) for complete Buyback Guarantee terms and conditions.

### OWNERSHIP HISTORY:

Number of Owners:



Last owned in the following state/province:

Nevada

### STATE DMV-REPORTED TITLE PROBLEMS:

None of these major title problems were reported by a state Department of Motor Vehicles:



Salvage, Junk, Rebuilt, Fire, Flood, Hail, Lemon

Guaranteed No Problem

Not Actual Mileage, Exceeds Mechanical Limits

Guaranteed No Problem

### ACCIDENTS AND OTHER ISSUES:

No issues reported to CARFAX on the following:

Total Loss

☒ No Issues Reported

Structural Damage

☒ No Issues Reported

Airbag Deployment

☒ No Issues Reported

Odometer Rollback

☒ No Issues Reported

Accident and damage reported on this vehicle. Please see the full CARFAX Vehicle History Report for more details.

**Ask your dealer  
for the full CARFAX<sup>®</sup>  
Vehicle History Report<sup>™</sup>**

# CARFAX<sup>®</sup> SmartBuyer Checklist

**Vehicle Information:**

**2013 RAM RAM TRUCK 1500 SLT**  
 VIN: 1C6RR6GT8DS558275  
 CREW PICKUP  
 5.7L V8 SFI OHV 16V  
 REAR WHEEL DRIVE

**CARFAX Report Provided By:**

Sahara Chrysler Dodge Jeep Ram  
 5050 W Sahara Ave  
 Las Vegas, NV 89146

**1-888-904-2502**

[www.saharachryslerdodgejeepram.com](http://www.saharachryslerdodgejeepram.com)

**Notes & Observations:**

Enter your notes or additional questions here.

Salesperson:

Appointment Time:

Price:

Color:

**CARFAX Vehicle History Report Summary:**

Accident / Damage reported



CARFAX 1-Owner vehicle



Ram Certified Pre-Owned



3 Service records available



6,716 Last reported odometer reading



\$260 Below retail book value

**PRINT AND TAKE THIS CHECKLIST WITH YOU**

This checklist utilizes information from your CARFAX report to help you make an informed used car purchase.

**General Questions**

Review the manufacturer's certification process and the items covered.

Has the seller accounted for the CARFAX Price Adjustment in their asking price? Use the CARFAX Price Calculator to compare.

**Test Drive and Visual Inspection**

Turn on the ignition without starting the car. Do all the warning lights and gauges work?

Ensure the airbag light appears momentarily and goes out upon starting the vehicle.

Is the odometer consistent with the last reading of 6,716 on the CARFAX report summary above?

Do the tires appear to be in good shape and without uneven wear?

Test all internal controls. Do all lights, turn signals, windows and the heater and air conditioner work?

**Mechanical Questions**

**Accident / Damage reported:** You may want to have the dealer, a mechanic, or body shop inspect the repair.

Does the vehicle appear to have been well maintained?

When should you schedule the next regular service?



# CARFAX® Warranty Check™

[Print Report](#)

CARFAX has estimated the remaining original manufacturer warranty coverage based on information reported to us on this 2013 RAM RAM TRUCK 1500 SLT (1C6RR6GT8DS558275).

**VIN:** 1C6RR6GT8DS558275

**Estimated start date of warranty:** 05/07/2013

**Last CARFAX reading reported on 05/05/2014:** 6,716 miles

**Today's Date:** May 10, 2014

Enter the current mileage and click 'Recalculate Warranty' to update the remaining warranty coverage.

**Enter current mileage:**

[Recalculate Warranty](#)

Type of Coverage:	Original Warranty:	Estimated Remaining Coverage:
Basic	36 months or 36,000 miles	26 months or 29,284 miles
Drivetrain	60 months or 100,000 miles	50 months or 93,284 miles
Emissions	96 months or 80,000 miles	86 months or 73,284 miles
Corrosion	60 months or 100,000 miles	50 months or 93,284 miles
Transferable	Powertrain includes daily rental and SRT vehicles. Transferable, no deductible. Sprinter and Ram chassis cab excluded in 2010.	Same
Roadside Assistance	No data reported to CARFAX	
Safety belt & inflatable restraint	No data reported to CARFAX	
Specific Components	No data reported to CARFAX	
Notes:	Corrosion: Coverage applies to outer panels. Inner panels are covered under corrosion for 3 years only. Emissions: Manufacturer covers emissions components under basic warranty. Emissions coverage may vary by state. Refer to owners manual for specific details. Transferable: Powertrain includes daily rental and SRT vehicles. Transferable, no deductible. Sprinter and Ram chassis cab excluded in 2010. Roadside Assistance: Administered by Cross Country. Safety Restraint: Seatbelts and related seatbelt components for vehicles sold and registered in KS are warranted against defects in workmanship and materials for 10/Unlimited. Specific Components: Wear items covered 1/12,000. Diesel: 5/100,000 no deductible. Notes: Noise emission warranty unlimited (heavy duty).	

- CARFAX Warranty Check provides an **estimate** of this vehicle's remaining warranty coverage. It does not take into account some vehicle history events such as some title brands that may void the original manufacturer warranty or ownership transfers that may decrease warranty coverage. This warranty information is only valid for vehicles manufactured for the United States. Complete warranty coverage information is available for this vehicle at the RAM web site.

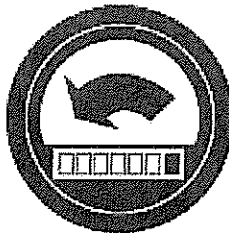
## CARFAX VEHICLE HISTORY REPORT COURTESY OF

**CARFAX BUYBACK GUARANTEE****CARFAX Buyback Coverage for:****Guarantee Coverage:** 05/10/2014 - 05/10/2015**CARFAX Vehicle Description:** 2013 RAM RAM TRUCK 1500 SLT**VIN:** 1C6RR6GT8DS558275**Body Style:** CREW PICKUP**Driveline:** REAR WHEEL DRIVE**Engine:** 5.7L V8 SFI OHV 16V**CARFAX will buy this vehicle back if**

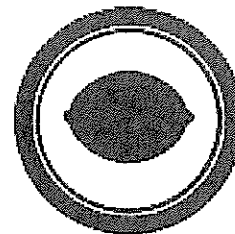
you find that any of these severe problems were reported by a Department of Motor Vehicles and were not included in this report.



**SEVERE DAMAGE**  
Salvage/Junk  
Rebuilt/Reconstructed  
Dismantled  
Fire/Flood/Hail



**ODOMETER PROBLEMS**  
Exceeds Mechanical Limits  
Not Actual Mileage

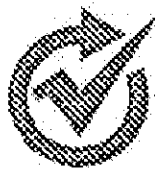


**LEMON HISTORY**  
Manufacturer Buyback

**Terms and Conditions Apply**

CARFAX agrees to buy this vehicle back from the holder of this Vehicle History Report if the report indicates the vehicle qualifies for the CARFAX Buyback Guarantee and if a Branded Title listed above (as fully defined in the Terms and Conditions) actually exists for this vehicle. View Terms and Conditions at <http://www.carfaxonline.com/legal/bbgTerms>.

# **EXHIBIT 4**



**certified pre-owned**  
CHRYSLER | JEEP | DODGE | RAM

# CERTIFIED PRE-OWNED VEHICLE INSPECTION CHECKLIST

This inspection checklist must be completed with *all* items checked, signed by responsible persons as indicated and retained along with repair orders in the vehicle's history file. Failure to do so will void the vehicle's certification.

	Meets Chrysler Standards	Not Applicable		Meets Chrysler Standards	Not Applicable
<b>Qualification Standards</b>			<b>Mechanical Standards (continued)</b>		
1. Under 75,000 miles	<input checked="" type="checkbox"/>		<b>ROAD TEST</b>		
2. Five model years or newer	<input checked="" type="checkbox"/>		46. Ease of starting	<input checked="" type="checkbox"/>	
3. No frame damage	<input checked="" type="checkbox"/>		47. Cold-idle quality	<input checked="" type="checkbox"/>	
4. Clean title	<input checked="" type="checkbox"/>		48. Gear selector operation	<input checked="" type="checkbox"/>	
5. Aftermarket accessories do not compromise safety, emissions or operation of vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Steering performance</b>		
<b>Ownership Materials</b>			49. Power steering performance	<input checked="" type="checkbox"/>	
6. Warranty Manual	<input checked="" type="checkbox"/>		50. Steering wheel center alignment	<input checked="" type="checkbox"/>	
7. Owner's Manual	<input checked="" type="checkbox"/>		51. Vehicle tracking performance	<input checked="" type="checkbox"/>	
8. Operational key	<input checked="" type="checkbox"/>		<b>Equipment operation</b>		
9. CARFAX® report	<input checked="" type="checkbox"/>		52. Cruise control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Certified Pre-Owned Consumer Warranty Booklet	<input checked="" type="checkbox"/>		53. Overdrive	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Mechanical Standards</b>			54. Instrument panel/gauges	<input checked="" type="checkbox"/>	
<b>PRE-ROAD TEST</b>			55. Sound and/or entertainment system	<input checked="" type="checkbox"/>	
<b>Underhood checks</b>			<b>Powertrain performance</b>		
11. Hood release	<input checked="" type="checkbox"/>		56. Acceleration performance	<input checked="" type="checkbox"/>	
12. Brake fluid	<input checked="" type="checkbox"/>		57. Clutch operation (manual transmission)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Power steering fluid filled	<input checked="" type="checkbox"/>		58. Upshifting performance	<input checked="" type="checkbox"/>	
14. Wiper/washer fluid filled	<input checked="" type="checkbox"/>		59. Downshifting performance	<input checked="" type="checkbox"/>	
15. Battery condition/load test	<input checked="" type="checkbox"/>		60. Steady throttle performance	<input checked="" type="checkbox"/>	
16. Charging system operation	<input checked="" type="checkbox"/>		61. Transfer case/all-wheel-drive performance	<input type="checkbox"/>	<input type="checkbox"/>
17. Throttle linkage operation	<input checked="" type="checkbox"/>		62. Hot-idle performance	<input checked="" type="checkbox"/>	
<b>Operational checks</b>			<b>Braking performance</b>		
18. Key fob w/remote keyless entry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	63. Brake booster performance	<input checked="" type="checkbox"/>	
19. Door/liftgate/trunk	<input checked="" type="checkbox"/>		64. Vehicle tracking	<input checked="" type="checkbox"/>	
20. Seat adjuster	<input checked="" type="checkbox"/>		65. Antilock brake system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Steering column adjuster	<input checked="" type="checkbox"/>	<input type="checkbox"/>	66. Overall stopping performance	<input checked="" type="checkbox"/>	
22. Ignition switch	<input checked="" type="checkbox"/>		<b>Vehicle comfort</b>		
23. Malfunction indicator lamp/warning lamp	<input checked="" type="checkbox"/>		67. Interior noise level	<input checked="" type="checkbox"/>	
24. Air bag system	<input checked="" type="checkbox"/>		<b>POST-ROAD TEST</b>		
25. Trip computer/overhead console	<input type="checkbox"/>	<input type="checkbox"/>	68. Fluid leaks – visible inspection	<input checked="" type="checkbox"/>	
26. Heated seat	<input type="checkbox"/>	<input type="checkbox"/>	69. All fluid levels (underhood)	<input checked="" type="checkbox"/>	
27. Heating, ventilation, air conditioning system	<input type="checkbox"/>	<input type="checkbox"/>	70. Hot restart performance	<input checked="" type="checkbox"/>	
28. Turn signal/hazard lamps	<input checked="" type="checkbox"/>		<b>Maintenance Standards</b>		
29. Horn	<input checked="" type="checkbox"/>		Perform the following fluid inspection and/or changes:		
30. Brake lamps	<input checked="" type="checkbox"/>		71. Change engine oil, oil filter and use Mopar® Parts	<input checked="" type="checkbox"/>	
31. Headlamp/high beam/low beam	<input checked="" type="checkbox"/>		72. Inspect air filter	<input checked="" type="checkbox"/>	
32. Interior lamps	<input checked="" type="checkbox"/>		73. Automatic transmission fluid and filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33. Door locks (all switches)	<input checked="" type="checkbox"/>		74. Manual transmission fluid	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34. Windows	<input checked="" type="checkbox"/>		75. Front differential fluid (4x4 only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35. Parking brake	<input checked="" type="checkbox"/>	<input type="checkbox"/>	76. Rear differential fluid (4x4/RWD/AWD)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36. Fog lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	77. Transfer case fluid (4x4/AWD)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37. Windshield wiper system operation	<input checked="" type="checkbox"/>		78. Engine coolant level and test	<input checked="" type="checkbox"/>	
38. Wiper blades in good condition	<input checked="" type="checkbox"/>		79. Front brakes have 50% or more of lining remaining	<input checked="" type="checkbox"/>	
39. Rear window wiper and condition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80. Front and rear brake component condition	<input checked="" type="checkbox"/>	
40. Rearview mirror	<input checked="" type="checkbox"/>		81. Rear brakes have 50% or more of lining remaining	<input checked="" type="checkbox"/>	
41. Sideview mirrors	<input checked="" type="checkbox"/>		82. Perform outstanding vehicle campaigns	<input checked="" type="checkbox"/>	
42. Rear defroster	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
43. Seat belts	<input checked="" type="checkbox"/>				
44. Convertible top	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
45. Sunroof	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

Dealership Name Sahara  
 Year, Make and Model 2013 Dodge Ram 1500 Stock Number 9344  
 Color Black R.O. Number(s) 6013972  
 VIN 1C4RR6AT8DS558225  
 Date Inspected 5/8/14 Original In-Service Date 4/13 Mileage 6716

Meets Chrysler Standards Not Applicable

Meets Chrysler Standards Not Applicable

**Maintenance Standards (continued)**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 83. Identify non-Mopar accessories in Additional Information box      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 84. Tires match and are manufacturer's recommended size/load capacity | <input checked="" type="checkbox"/> |                          |
| 85. Wheels match and are correct size and offset                      | <input checked="" type="checkbox"/> |                          |
| 86. Tread depth is 4/32" remaining                                    | <input checked="" type="checkbox"/> |                          |
| 87. Tire sidewall condition   | <input checked="" type="checkbox"/> |                          |
| 88. Tire pressures are set to Chrysler specifications                 | <input checked="" type="checkbox"/> |                          |
| 89. Brake-line condition  | <input checked="" type="checkbox"/> |                          |
| 90. Shocks and struts condition                                       | <input checked="" type="checkbox"/> |                          |
| 91. CV joints boot condition  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 92. Exhaust system  | <input checked="" type="checkbox"/> |                          |
| 93. Front suspension  | <input checked="" type="checkbox"/> |                          |
| 94. Rear suspension   | <input checked="" type="checkbox"/> |                          |
| 95. Steering components   | <input checked="" type="checkbox"/> |                          |
| 96. Wheel bolts torqued to specifications                             | <input checked="" type="checkbox"/> |                          |
| 97. Tire-changing equipment (including spare, if applicable)          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 98. Drive belts are tight and not damaged                             | <input checked="" type="checkbox"/> |                          |
| 99. Engine hoses  | <input checked="" type="checkbox"/> |                          |
| 00. Emissions system hoses  | <input checked="" type="checkbox"/> |                          |
| 01. State/local testing   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 02. Module scan tool check  | <input checked="" type="checkbox"/> |                          |

**Appearance Standards**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| <b>Exterior condition</b>               |                                     |                          |
| 03. Body panels                         | <input checked="" type="checkbox"/> |                          |
| 04. Fascias                             | <input checked="" type="checkbox"/> |                          |
| 05. Bumpers                             | <input checked="" type="checkbox"/> |                          |
| 06. Decals/emblems/trim pieces in place | <input checked="" type="checkbox"/> |                          |
| 07. Glass/lamp covers                   | <input checked="" type="checkbox"/> |                          |
| 08. Wheel/wheel covers                  | <input checked="" type="checkbox"/> |                          |
| 09. Truck bed/bedliner                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>Interior condition</b>               |                                     |                          |
| 10. Instrument panel                    | <input checked="" type="checkbox"/> |                          |
| 11. Door panels                         | <input checked="" type="checkbox"/> |                          |
| 12. Seating                             | <input checked="" type="checkbox"/> |                          |
| 13. Headliner/package tray              | <input checked="" type="checkbox"/> |                          |
| 14. Luggage compartment                 | <input checked="" type="checkbox"/> |                          |
| 15. Carpet/floor mats                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Detail Standards**

- |  |                                     |
|--|-------------------------------------|
| <b>Exterior detailing</b>                        |                                     |
| 16. Clean engine compartment                     | <input checked="" type="checkbox"/> |
| 17. Touch up/recondition minor surface scratches | <input checked="" type="checkbox"/> |
| 18. Remove tar, bugs and road oil                | <input checked="" type="checkbox"/> |
| 19. Exterior wash and wax                        | <input checked="" type="checkbox"/> |
| 20. Wipe down all door jambs                     | <input checked="" type="checkbox"/> |

**Detail Standards (continued)**

- |   |                                     |
|---|-------------------------------------|
| <b>Interior detailing</b>                       |                                     |
| 121. Clean ashtray/cigarette lighter            | <input checked="" type="checkbox"/> |
| 122. Clean vinyl, plastic and leather surfaces  | <input checked="" type="checkbox"/> |
| 123. Clean glass surfaces                       | <input checked="" type="checkbox"/> |
| 124. Vacuum and/or shampoo all interior carpets | <input checked="" type="checkbox"/> |
| 125. Free of odors/moisture and water leaks     | <input checked="" type="checkbox"/> |

**Satellite-Equipped Radios**

Retrieve the Radio Electronic Serial Number (ESN)

**Authorized Signature**

My dealership has inspected all of the above items. The vehicle qualifies as a Factory-Backed-Certified-Pre-Owned Vehicle. Except where noted, all standards listed have been met.

Authorized Signature [Signature]

Title Used Car Tech

Date 5/8/14

**Customer Signature**

Signature [Signature]

Date \_\_\_\_\_

**Additional Information**

Chrysler, Jeep, Dodge, Ram and Mopar are registered trademarks of Chrysler Group LLC.  
 CARFAX is a registered trademark of CARFAX, Inc.

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On July 3, 2017, I served the forgoing document(s) described as 1) **PLAINTIFF'S FIRST REQUEST FOR PRODUCTION** on interested party(ies) in this action by either fax and/or email, or by placing a true and correct copy and/or original thereof addressed as follows:

**NATHAN KANUTE, ESQ**  
Snell & Wilmer  
3883 Howard Hughes Pkwy  
Suite 1100  
Lass Vegas, NV 89169  
nkanute@swlaw.com

[ ] **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal service on that same day with first class postage thereon fully prepaid at Las Vegas, NV in the ordinary course of business.

[ ] **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or to the attorney listed as the addressee below.

[ ] **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule 7.26(a), as set forth herein.

**[x] (BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and the EDCR on electronic service, I hereby certify that service of the aforementioned document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and NRCP, as set forth herein.

Executed on this 3<sup>rd</sup> day of July, 2017

/s/ George O. West III  
GEORGE O. WEST III

# **EXHIBIT 22**



A CONSUMER PROTECTION COMPANY

**#1 IN THE DETECTION OF IMPROPER COLLISION AND MECHANICAL REPAIRS AND  
THE LEADER IN THE EVALUATION OF DIMINISHED VALUE !**

## VEHICLE CONDITION ASSESSMENT

Prepared For

Derrick Poole



Due to condition the vehicle illustrated in this  
photograph may not be the subject vehicle

**2013 Dodge Ram 1500  
Quad Cab Blue**

Nevada Office & **Mailing Address**  
5258 S. Eastern Ave. Ste. 207  
Las Vegas, NV 89119

Phone: 800 762-2671 • Fax: 310 241-0337  
wreckcheckcarscan.com  
rocco@wreckcheckcarscan.com

California Office  
217 N. Irena St. Ste. A  
Redondo Beach, CA 90277

JOINT APPENDIX 614

## REPORT EXHIBIT INDEX

<i>Exhibit</i>	<i>Report Description</i> The Items Listed Below Will Appear In Order In The Report.	<i># of Pgs</i>
<b>1</b>	Vehicle Condition Report	7
<b>2</b>	22 Photographs of the 110 Photograph Subject Vehicle	4
<b>3</b>	Allstate Fire & Casualty Ins. Estimate Dated March 31 2014 [Prior Collision]	6
<b>4</b>	WCCSC Paint-Structural Information	8
<b>5</b>	Poor Quality Collision Repairs Alters Timing Of Air Bag Deployment	3
<b>6</b>	Current Curriculum Vitae for Rocco J. Avellini.	8

<b>VCR</b>	Vehicle Condition Report.
<b>OEM</b>	Original Equipment Manufacturers.
<b>DVA</b>	Diminished value Assessment.
<b>TSB</b>	Technical Service Bulletins.
<b>R&amp;I</b>	Remove & Install parts needed to complete subject repairs.
<b>R&amp;R</b>	Remove & Replace parts needed to complete subject repairs.
<b>S.U.M.</b>	Set Up & Measurement of the frame/unibody to determine Sway, Sag, Mash and/or Diamond conditions.
<b>PTR</b>	Product Thickness Reading which measures the Mils of product such as bondo/body filler, corrosion protection, primers and top coat. The gauge measures from 0 – 40 mils of product and the gauge will read - - - - means the product exceeds 40 mils. Any reading above 4 – 6 Mils of product is evidence that repairs were completed to the body panel.
<b>Sway</b>	Uni – body/Frame condition occurs when the structure of a vehicle is moved to the right and/or left.
<b>Sag</b>	Uni – body/Frame condition occurs when the structure of a vehicle is moved up and/or down.
<b>Mash</b>	Uni – body/Frame condition occurs when the structure of a vehicle is moved forward and/or backward.
<b>Diamond</b>	Uni – body/Frame condition occurs when either the right or left side of the structure of the vehicle is moved forward or backward and the opposite side remains stationary.

June 28, 2016

CLIENT INFORMATION		VEHICLE INFORMATION			
NAME	Derrick Poole	YEAR/MAKE	2013 Dodge		
ADDRESS	9311 Heavenly View Ct.	MODEL	Ram 1500 4x2 4 Dr. SLT Blue		
CITY	Las Vegas	VIN	1C5RR6GT8DS558275		
STATE/ZIP	NV/89117	MILEAGE	17,468 @ DOL		
		ENGINE	8 Cyl/5.7L/FI		
		TRANSMISSION	AUTO	Y	MANUAL
		DRIVE	2WD	Y	4WD
					AWD

VEHICLE OPTIONS							
ABS	Y	Cassette		Leather Seats		P/Seats Dual	Towing Package Y
A/Conditioning	Y	CD Multi		Moon Roof		P/Steering	Y Traction Control Y
A/Cond. Dual Zone	Y	CD Single	Y	MP3	Y	P/Door Locks	Y Wheels Alloy Y
Air Bags Dual	Y	Cruise Control	Y	Navigation		P/Windows	Y Wheels Prem.
Air Bags Side	Y	DVD		Prkg. Sensors	Y	Rear Defrost	Wheels 19"
A/B Cut Off Sensor	Y	Entertainmt Syst.		Prem. Package		Rear Spoiler	Wheels 20"
Anti-Theft System	Y	Heated Mirrors		Prem. Sound	Y	Sport Package	3rd Row Seats
Back Up Camera		Heated Seats		Privacy Glass		Stability Control	Y
Blue Tooth	Y	Integrated Ph.		P/Seats	Y	Tinted Glass	Y

The following is my initial Vehicle Condition Report [VCR] outlining my findings after the inspection of the subject vehicle.

### Additional Inspection Information

***Please be advised that due to the nature of damage to improperly repaired collision or mechanical damaged vehicles it is sometimes necessary to conduct additional inspections and/or to dismantle certain parts to verify and analyze all remaining damage to the subject vehicle. In many instances when dealing with your original repairer or dealer this VCR may be sufficient information for them to complete a re-repair estimate for your review and authorization before any corrective measures begin. Please be advised that the re-repair process to a prior collision or mechanically damaged vehicle is different than the process that took place during the initial repair. All corrective measures must be performed by a facility familiar with the re-repair process of improperly repaired collision or mechanically damaged vehicles.***

## **ASSIGNMENT:**

I was retained by Mr. Derrick Poole to complete a Vehicle Condition Assessment for the subject vehicle listed above. This report contains my expert opinions as to the quality of the completed repairs, whether this vehicle should have been advertised, displayed and sold as a Chrysler CPO vehicle by the dealer. The nature and extent of the vehicle's deficiencies that existed at time of sale that was actually known or should have been known by the dealer, and the vehicle's inherent loss in value as a result of the subject accident.

## **INSPECTION AND LOCATION:**

I inspected the subject vehicle at the office of Wreck Check Car Scan Center on May 20, 2016 at approximately 9:00 AM. My inspection included photographing the subject vehicle, product thickness readings of all exterior panels, inspecting the engine and trunk area, interior, underside and the front and rear suspensions.

## **QUALIFICATIONS:**

My curriculum vitae is attached to this report. I am recognized in the automotive community as an expert in inspecting vehicles for the purpose of determining quality of collision and mechanical repair work, how collisions, and the damage caused by a particular collision or improper or substandard repairs can affect a vehicle's safety and safety systems, any deficiencies in repairs, and calculating vehicle inherent and repair related diminished value. In addition my experience extends to the evaluation of Actual Cash Value of vehicle, collision monitoring, determining total loss of damaged vehicles, dealer fraud and lemon law.

I have been qualified to testify in arbitration and trial on a multitude of occasions on the issues stated in the paragraph immediately herein above.

## **RESEARCH AND INVESTIGATION CONDUCTED:**

Our office communicated with the vehicle owner and the Law Office of George O. West several days prior to my inspection at which time they briefly discussed the overall condition of the vehicle at the time after the purchase and also scheduled my inspection.

My inspection revealed several issues surrounding the vehicle condition that resulted in improper repairs and remaining damage due to the previous collision, which is also reflected on the Allstate body shop estimate dated March 26, 2017 that are listed below:

1. Improper alignment of the right and left wheel and tires. See photographs 7 & 8.
2. Improper gaps between exterior body panels. See photographs 9, 13, 14, 15 & 16.
3. Improper alignment of frame to body supports. See photographs 10, 11, 19, 20 & 22.
4. Witness marks on bolts. See photographs 12, 17.
5. Improper & abnormal tire wear. See photographs 21.

Also, my inspection revealed that it was evident that the subject vehicle suffered an impact to the left front and front causing damage, repair and/or replacement of the items listed on the Allstate Insurance damage estimate dated March 26, 2016, attached at Exhibit 3.

The damage was photographed without removing any shields or body parts and in clear view during my inspection.

It is also my opinion that any automotive professional in the business of selling Certified Pre-Owned vehicles to the community who undertook the CPO inspection, and who had the body shop estimate in their possession, knew or should have know the nature and extent of the prior collision damage and the nature and extent of subsequent repairs. Furthermore, when Mr. Poole discloses the prior collision damage to any potential buyer he will never be able to recover financially to be made whole as the car has also sustained diminished value.

#### **ITEMS REVIEWED AND RELIED UPON TO DATE:**

1. All photographs taken upon my inspection, which are produced with this report, including those specifically identified and attached to this report.
2. 17 Photographs of new 2017 Dodge Ram 1500s taken by Rocco Avellini at 215 Dodge's dealership on August 31, 2016 at approximately 7:30AM depicting no offset of any beds to such vehicles.
3. The Allstate Insurance estimate dated March 26, 2014, which I am informed and believe was prepared approximately two months prior to the dealer entering the subject vehicle into its inventory and three months prior to purchase date of June 26, 2016.
4. Photographs of the repair to the subject vehicle, which I am informed were produced by the dealer in discovery process in this case, that were undertaken to the vehicle based upon the March 26, 2014 Insurance Estimate, which are attached to this report as Exhibit 3.
5. Portions of the deposition transcripts of Joshua Grant and Raymond Gongora.
6. The Chrysler CPO inspection checklist relating to the subject vehicle.
7. The Chrysler CPO Manual dated September 2013, which I am informed and believe was the CPO manual in effect at the time the vehicle was put in the dealer's inventory and sold to Mr. Poole. It is also my understanding that the 2013 CPO manual was produced and identified by the dealer in discovery as the CPO manual that was in effect at the relevant time period.
8. Carmax vehicle history report dated May 10, 2014 involving the subject vehicle.

#### **DESCRIPTION OF PHOTOGRAPHS:**

My findings are explained below and the photographs attached to this report will outline my opinions and the issues surrounding the improper repairs, safety issues and remaining damage to the subject vehicle:


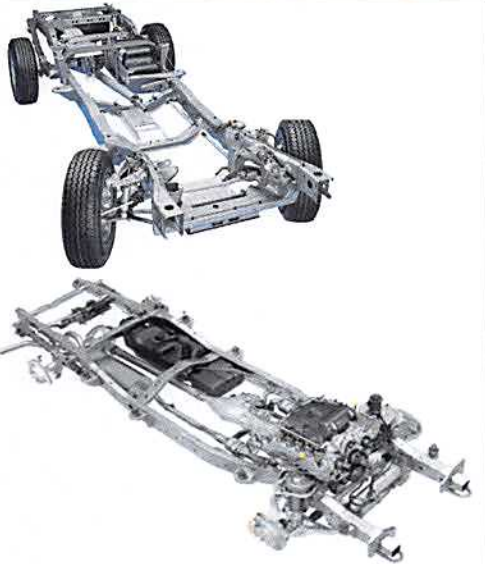
1. Left front and side view.
2. Right front and side view.
3. Left rear and side view.
4. Right rear and side view.
5. View of the instrument cluster showing the vehicle's current mileage.
6. View of the manufacturers information label showing the production date and the vehicle identification number.
7. Overview of the left front wheel and tire showing the position to the left front fender. Note that the [Yellow Arrow] wheel and tire is recessed into the fender wheel house. The position of the left front wheel and tire is different from the position of the right front wheel and tire shown at in the following photograph.

8. Overview of the right front wheel and tire showing the position to the right front fender. Note that the [Red Arrow] right front wheel and tire extends further from the right front fender which is evidence that the front portion of the frame and upper structure has a remaining sway condition.
9. Overview of the improper gap between the left front fender and the left front door which is evidence that the front portion of the frame and the upper structure has a remaining sway condition.
10. Overview of the misaligned right center body to frame support which is evidence of a remaining structural sway condition.
11. Overview of the left center body to frame support showing minor misalignment. This support is opposite of the support shown in photograph 10.
12. Rust forming on the witness marks on the front bumper nuts which is evidence that the front bumper was replaced as outlined on line 5 of exhibit 3.
13. Improper gap between the left portion of the front bumper and front grill which is evidence of the front portion of the frame having a remaining sag condition.
14. Improper gap between the right portion of the front bumper and front grill which is evidence of the front portion of the frame having a remaining sag condition.
15. Overview of the left portion of the subject vehicle. Note that the alignment of the pick-up bed and the rear portion of the cab assembly [yellow box – red arrow] is flush as opposed to the same area on the right side.
16. Overview of the right portion of the subject vehicle. Note that the alignment of the pick-up bed and the rear portion of the cab assembly [red box – yellow arrow] is not in alignment which is evidence that the center portion of the frame and cab assembly has a remaining structural condition. The passenger cabin extends further than the pick – up box.
17. Overview of the front bumper extension and support. Note that the position of the bolt and washing is misaligned [yellow box & arrow] and the witness marks on the bolt head.
18. Overview of the underside of the left front suspension showing a new part label on the strut assembly.
19. Overview of the misaligned frame to body support which is evidence of a remaining structural condition.
20. Overview of the misaligned body to frame support which is evidence of a remaining structural condition.
21. Improper & abnormal tire wear to the outer portion which is due to the misaligned front frame and structure.
22. Overview of the one of the properly aligned body to frame on the subject vehicle.

**EXTENT OF DAMAGE AS THE RESULT OF THE MARCH 26, 2016 ACCIDENT:**

<b>AREAS OF DAMAGE</b>	
<b>Structural Components</b> <i>Inc. Sidemembers, Rails, Floors, Rocker Panels, Hinge Pillars, Roof Panels</i>	<b>Major Welded on Body Panels:</b> <i>Inc. Aprons, Radiator Support, Rear Body Panel, Quarter Panels Inner &amp; Outer</i>
1.	1. Front cooling radiator support replaced.
<b>Major Bolted on Body Parts:</b> <i>Inc. All Bolted On Body Parts</i>	<b>Major Suspension &amp; Mechanical Components:</b>
1. Front bumper chrome replaced w/reconditioned part. 2. Upper bumper cover replaced. 3. Right front bumper bracket replaced. 4. Left front headlamp assembly. 5. Left front fender replaced.	1. Left front wheel replaced w/reconditioned part. 2. Two wheel alignment. 3. Left front stabilizer bar link replaced w/imitation part. 4. Left outer tie rod replaced. 5. Left inner tie rod replaced.
<b>Frame/Uni-body Damage:</b> <i>See Diagrams Below</i>	<b># of Panels Requiring Paint:</b> <i>Inc. Inner &amp; Outer Panels</i>
1.	1. Front bumper upper cover. 2. Left front fender.
<b>Supplemental Restraint System Deployment</b>	
<b>Drivers Side:</b>	<b>Passenger Side:</b>
1.	1.

Areas of damage marked unknown will need an additional inspection or further testing due to the inability to fully view or diagnose the damage.

THE SUBJECT VEHICLE IS A			
	N	UNI-BODY CONSTRUCTION	Many structural and body parts welded together to construction UNI-BODY. Attached to the Uni-body are front and rear suspension cross members.
	Y	FULL FRAME CONSTRUCTION	Frame is a component consisting of steel beams which houses the engine and passenger compartment.
<p>Over the years there has been some confusion regarding the words used to identify the two types of vehicle construction. Prior to popularity of uni-body construction the majority of the vehicle were assembled utilizing full frame construction however even after the majority of the vehicles were assembled utilizing uni-body construction the use of the word "frame" continued. There should be no confusion regarding the two types of vehicle construction, a uni-body vehicle does not have a full frame.</p>			

#### CERTIFICATION GENERAL INFORMATION:

Due to the nature and extent of the subject accident and the nature and extent of the repairs to the vehicle, this vehicle should not have been considered as or sold as a "Certified Pre-Owned" vehicle which will decrease the amount of money the vehicle owner can recover upon resale or trade in.

#### OPINIONS BASED UPON INFORMATION REVIEWED TO DATE:

1. The dealer knew or should have known the precise nature and extent of the collision damage caused by the previous collision, as well as the precise nature and extent and the repairs to the vehicle as a result of the previous collision when the dealer sold the CPO to Mr. Poole.

2. The dealer should not have never displayed or sold the vehicle as a Chrysler/Dodge CPO vehicle.
3. The vehicle has sustained diminished value due to the previous collision to the vehicle in or about March of 2013, which the dealer knew or should have known about at time of sale. This is addressed in a separate diminished value report submitted with this vehicle condition report.
4. The previous repairs done to the vehicle were not done correctly and were not to factory specifications.

The opinions expressed in this report are based on my experience, education, training, research and information supplied to me for review in regards to this matter to date. I may conduct additional analysis on this matter if I am presented with supplemental information, such as from any rebuttal report submitted by the opposing party, and therefore, I reserve the right to revise, delete, or change my opinions expressed in this report based upon such supplemental information. All opinions, conclusions and or recommendations included in this report are intended for the use in potential litigation or settling this matter and not for other purpose and can not be duplicated without the permission of Rocco J. Avellini.

Sincerely:



Rocco J. Avellini  
Wreck Check Car Scan Centers

# **EXHIBIT 23**

# **ROCCO J. AVELLINI** **CURRICULUM VITAE**

TOLL FREE 800 762-2671 - LOCAL 702 463-7743  
EMAIL rocco @wreckcheckcarscan.com - www.wreckcheckcarscan.com

**POSITION:**

AUTOMOTIVE INSPECTOR SPECIALIZING IN POST REPAIR INSPECTIONS, DIMINISHED VALUE ASSESSMENTS, IMPROPER COLLISION REPAIRS, TOTAL LOSS EVALUATIONS, USED CAR CERTIFICATION, COLLISION REPAIR CERTIFICATION, 3-D VEHICLE DIMENSIONING, DEALER FRAUD AND COLLISION MONITORING.

<b><i>EXPERIENCE</i></b>	
AUTO COLLISION & FRAME TECHNICIAN 1. REPAIRED COLLISION DAMAGED VEHICLES	1969 – 1973
COLLISION REPAIR FACILITY MANAGER/ESTIMATOR 1. SUPERVISED THE DAILY FUNCTIONS OF VERRAZANO COLLISION CENTER 2. DUTIES INCLUDED: <ul style="list-style-type: none"> <li>• PREPARING ESTIMATES</li> <li>• ORDERING PARTS &amp; SUPPLIES</li> <li>• QUALITY CONTROL</li> <li>• PAYROLL</li> </ul>	1973 – 1976
TOW TRUCK DRIVER & OWNER 1. TOWING COLLISION DAMAGED VEHICLES 2. TOWING CONSUMER RELATED VEHICLES 3. MANAGED & SERVICED ACCOUNT'S <ul style="list-style-type: none"> <li>• DEALERSHIPS</li> <li>• INSURANCE COMPANIES</li> <li>• ROAD ASSISTANCE PROGRAMS</li> <li>• SALVAGE YARDS</li> </ul>	1974 – 1976
AUTOMOBILE SALVAGE – MANAGER 1. SUPERVISED A TOTAL OF 10 – 15 YARDMAN, DRIVERS AND OFFICE SUPPORT STAFF. 2. DISMANTLING VEHICLES AND STOCKING PARTS. 3. INSPECTIONS AND EVALUATING VEHICLES FOR INSURANCE COMPANIES. 4. MARKETING TO COLLISION REPAIR FACILITIES AND INSURANCE COMPANIES.	1976 – 1980
SUPERVISOR, INDEPENDENT AUTOMOBILE APPRAISERS [INSURANCE] 1. SUPERVISED 9 – 15 INDEPENDENT APPRAISER 2. PREPARED ESTIMATES FOR COLLISION DAMAGED VEHICLES, TOTAL LOSS ASSESSMENTS CLASSIC CAR APPRAISALS.	1980 – 1982
ADJUSTER, HEAVY EQUIPMENT [INSURANCE] 1. INSPECTED, PREPARED ESTIMATE & SETTLED CLAIMS FOR MOTOR HOMES & WATER CRAFT, TRUCKS & TRAILERS	1982 – 1984
NATIONAL PROPERTY DAMAGE RE-INSPECTOR [INSURANCE] 1. SUPERVISED 8 REGIONAL OFFICES WITH APPROXIMATELY 100 PROPERTY DAMAGE ADJUSTORS. 2. CONDUCTED A NATIONAL RE-INSPECTION PROGRAM FOR THE 390 INDEPENDENT APPRAISAL COMPANIES. 3. CONDUCTED OPEN & CLOSED FILE AUDITS AT OUR REGIONAL OFFICES. 4. SUPERVISED OUR DIRECT REPAIR PROGRAM FACILITIES FOR VEHICLE REPAIRS .	1984 – 1987
REGIONAL PROPERTY MANAGER [INSURANCE] 1. SAME AS ABOVE ON A REGIONAL LEVEL 2. \$150,000.00 SIGNING AUTHORITY.	1987 – 1988

<p>USED CAR DEALER/PARKER AUTO SALES [PARTNER]</p> <ol style="list-style-type: none"> <li>1. PURCHASED USED VEHICLES AT AUCTION</li> <li>2. INSPECTED VEHICLE FOR PRIOR COLLISION DAMAGE &amp; MECHANICAL ISSUES</li> <li>3. DETAILED VEHICLE FOR SHOW &amp; DELIVERY TO PURCHASER</li> <li>4. PERFORMED SAFETY INSPECTIONS ON VEHICLES</li> </ol>	1994 – 1997
<p>VEHICLE RESTORATION [ROCCO'S SPORTS CAR EMPORIUM]</p> <ol style="list-style-type: none"> <li>1. RESTORED &amp; REPAIRED EXOTIC VEHICLES &amp; MUSCLE CARS <ul style="list-style-type: none"> <li>• EXTERIOR PANELS</li> <li>• COMPLETE REFINISH</li> <li>• INTERIORS</li> <li>• MECHANICAL</li> <li>• UNIBODY &amp; FRAMES REPAIRS</li> </ul> </li> </ol>	1988 - 1991
<p>COLLISION &amp; MECHANICAL REPAIR FACILITY OWNER [ROCCO'S COLLISION CENTER]</p> <ol style="list-style-type: none"> <li>1. REPAIRED COLLISION DAMAGED</li> <li>2. COMPLETE MECHANICAL REPAIRS TO INCLUDE <ul style="list-style-type: none"> <li>• THE COLLISION DAMAGED VEHICLE</li> <li>• COMPLETE MECHANICAL REPAIRS &amp; MAINTENANCE TO THE GENERAL PUBLIC</li> </ul> </li> <li>3. WHEEL &amp; TIRE SALES</li> <li>4. AUTO &amp; TRUCK ACCESSORIES</li> <li>5. CUSTOM PAINT</li> <li>6. BETA REPAIR FACILITY FOR PPG PAINT COMPANY <ul style="list-style-type: none"> <li>• TESTED INDUSTRY RELATED COMPUTER SYSTEMS FOR PAINT USAGE, MIXING &amp; VOC COMPLIANCE.</li> <li>• TESTED NEW PAINT LINES – I.E. WATER BASED PAINTS</li> <li>• TESTED NEW PRIMERS, CORROSION PROTECTION PRODUCTS</li> <li>• TESTED ABRASIVES USED AFTER THE PAINTING PROCESS WAS COMPLETED – I.E. COMPOUNDS, BUFFING PADS, SAND PAPER AND CLEANING /DETAILING PRODUCTS.</li> </ul> </li> <li>7. U-HAUL RENTAL LOCATION AND TRAILER HITCH INSTALLATION</li> </ol>	1991 – 2002
<p>POST REPAIR INSPECTOR/WRECK CHECK CONSUMER PROTECTION FACILITY</p> <ol style="list-style-type: none"> <li>1. PREPARED DIMINISHED VALUE ASSESSMENTS.</li> <li>2. POST REPAIR INSPECTIONS.</li> <li>3. RE-REPAIRED PREVIOUSLY COLLISION DAMAGED VEHICLE THAT WERE REPAIRED INCORRECTLY.</li> </ol>	1993 – 2002
<p>CONSULTANT, MONTEBELLO HOUSING DEVELOPMENT CORP. DIRECTOR OF OPERATIONS.</p> <ol style="list-style-type: none"> <li>1. SUPERVISED 10 OFFICE PERSONAL.</li> <li>2. INSTALLED AND MAINTAINED NETWORK COMPUTER SYSTEM AND INSTALLED AND SUPPORTED SOFTWARE.</li> <li>3. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT.</li> <li>4. IMPLEMENTED MARKETING PROGRAM FOR MONTEBELLO RESIDENCE.</li> </ol>	2002 - 2003
<p>POST REPAIR INSPECTOR/COLLISION REPAIR CONSULTING-WRECK CHECK, OWNER.</p> <ol style="list-style-type: none"> <li>1. REVISED &amp; IMPLEMENTED INDUSTRY LEADING DIMINISHED VALUE SOFTWARE TO WCCSC LICENSEES</li> <li>2. POST REPAIR INSPECTIONS</li> <li>3. TOTAL LOSS EVALUATIONS</li> <li>4. COLLISION MONITORING</li> <li>5. PRE &amp; POST PURCHASE INSPECTIONS</li> </ol>	1996 – 2006
<p>POST REPAIR INSPECTOR/WRECK CHECK CAR SCAN CENTER, OWNER</p> <ol style="list-style-type: none"> <li>1. REVISED &amp; IMPLEMENTED INDUSTRY LEADING DIMINISHED VALUE SOFTWARE TO WCCSC LICENSEES</li> <li>2. POST REPAIR INSPECTIONS</li> <li>3. TOTAL LOSS EVALUATIONS</li> <li>4. COLLISION MONITORING</li> <li>5. PRE &amp; POST PURCHASE INSPECTIONS</li> </ol>	1998 – PRESENT

CONSULTANT/DESERT AUTO GROUP COLLISION CENTER 1. COLLISION DAMAGE ESTIMATE FOR 5 VEHICLE BRANDS 2. TRAINING ESTIMATORS	10/05 – 12/05
CONSULTANT/CITY OF HERCULES AFFORDABLE HOUSING PROGRAM 1. SUPERVISED 5 OFFICE PERSONAL. 2. INSTALLED AND MAINTAINED NETWORK COMPUTER SYSTEM AND INSTALLED AND SUPPORTED SOFTWARE. 3. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT. 4. IMPLEMENTED MARKETING PROGRAM FOR HERCULES RESIDENCE.	1/06 – 12/06
CONSULTANT/RISING PHOENIX BUILDING AND DEVELOPMENT 1. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT. 2. DEVELOPED ACCOUNTING PROCEDURES. 3. CREATED WORK FLOW PROCEDURES FOR A/P & A/R	3/07 – 9/07
CONSULTANT/UPDATE AUTO COLLISION 1. TRAINED COLLISION DAMAGE ESTIMATORS 2. IMPLEMENTED WORK FLOW PROGRAMS 3. MANAGED OFFICE AND TECHNICIANS	11/07 – 2/08 11/11 – PRESENT
PALMORE APPRAISAL OF NEVADA [PARTNER] 1. PREPARED ESTIMATES AND TOTAL LOSS EVALUATIONS FOR INSURANCE CARRIERS	1/07 – 10/08

#### ***TRAINING & CERTIFICATION:***

LEXUS	COLLISION REPAIR & REFINISH
CALIFORNIA	LICENSED AIR CONDITION TECHNICIAN
NEW YORK	LICENSED WELDER
I-CAR	8 PART & ELECTRONIC
BEAR	WHEEL ALIGNMENT EQUIPMENT 5 DAY COURSE
BEAR	ENGINE ANALYZER 5 DAY COURSE
ADP	COMPUTERIZED ESTIMATING
CAR-O-LINER	UNI-BODY & FRAME 3 DAY COURSE
ARN	COLLISION SAFETY INSTITUTE – 28 HOUR CRASH CONFERENCE COURSE 2005
KANSAS JACK	HEAVY EQUIPMENT FRAME & STRUCTURE COLLISION CORRECTION TRAINING/BUS, TRAINS, LARGE TRUCKS/MAY 2012

#### ***INSURANCE***

MULTIPLE INSURANCE COMPANIES	INDEPENDENT AUTOMOBILE APPRAISERS	1980 - 1982
EMPIRE MUTUAL INSURANCE	HEAVY EQUIPMENT ADJUSTER	1982 – 1984
HERTZ CLAIMS MANAGEMENT	NATIONAL PROPERTY RE-INSPECTOR	1984 – 1987
HERTZ CLAIMS MANAGEMENT	REGIONAL PROPERTY MANAGER	1987 - 1988
AMERIPRISE INSURANCE	AUTOMOBILE APPRAISER	1/07 – 10/08
HARLEYSVILLE INSURANCE GROUP	CA. MANDATED RE-INSPECTION PROGRAM	6/03 – 12/04

#### ***MEMBERSHIPS AND ASSOCIATIONS***

BOARD MEMBER-HAWAIIAN GARDENS FAMILY & YOUTH DEVELOPMENT	1993 – 1995
PRESIDENT, HAWAIIAN GARDENS BUSINESS FOR PROGRESS	1992 – 1994
HAWAIIAN GARDENS BUSINESS FOR PROGRESS MEMBER	1992 – 1995
FOCUS GROUP MEMBER, PPG ACCESS COUNCIL	1991 – 1993
PPG ACCESS DEVELOPMENT COUNCIL	1990 – 1994
PPG REFINISH SYSTEMS BETA FACILITY	1990 – 1994
CALIFORNIA AUTO BODY ASSOC. FOUNDING CHAPTER PRESIDENT	1989 – 1991
• BOARD MEMBER	1992 – 1993
• IMPROPER REPAIRS COMMITTEE	1990 – 1990
• CAA MEMBER	1990 – 1997

<b>DESIGNATED EXPERT WITNESS/CONSULTANT</b>		
<b>DATE</b>	<b>CASE</b>	<b>EXPERT</b>
8/01	D & N CONCRETE PUMPING V CNA INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
6/01	LEWIS V. CALMAT OF CENTRAL CALIFORNIA	IMPROPER REPAIRS, COLLISION REPAIRS & TOTAL LOSS
10/99	HELLER V. MR. POLISH	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/00	MAUPIN V. ALLSTATE INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
10/01	LANE V. TURNSHEK	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
2/02	DENNY AKIYAMA, HUNG DO, JAMIE ROMERO V. FARMERS	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE TOTAL LOSS, IMPROPER REPAIRS, DRP PROCEDURES
11/03	TAPIA V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/04	ROSALES V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
5/04	BEOTANG V. MERCURY INSURANCE	IMPROPER REPAIRS & DIMINISHED VALUE
6/04	TORREALBA V. GRAND MOTORS INC.	DEALER FRAUD IMPROPER REPAIRS, DIMINISHED VALUE & TOTAL LOSS
7/04	REINES V. PELTZER	IMPROPER REPAIRS & DIMINISHED VALUE
7/04	CALDERON V. CARDINALE MOTORS	DEALER FRAUD IMPROPER REPAIRS & DIMINISHED VALUE
9/04	SOPP V. BATES, DISILVA, LAZZARA	TOTAL LOSS EVALUATION
11/04	STROUDS V. PERTILE - ARBITRATION	INSURANCE & COLLISION FACILITY ESTIMATING & REPAIR ORDER PROCEDURES
12/04	CURTIS V. NORTH BEACH ACQUISITIONS	DEALER FRAUD, IMPROPER REPAIR & VEHICLE CERTIFICATION
6/04	EXCLUSIVE V. VOLVO V MARIA VILLEGAS	DIMINISHED VALUE
11/04	ALFANO V. MERCURY INS.	APPRAISAL PROCESS, IMPROPER REPAIRS, DIMINISHED VALUE & BAD FAITH
12/04	DUVALL V. SHUTTLE LINCOLN MERCURY	IMPROPER REPAIRS, USED CAR CERTIFICATION & DEALER FRAUD
2/05	HICKS V. NATION MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
3/05	DAKE V. ROCK AUTOMOTIVE GROUP	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
6/05	LOPEZ V. FIRST CHOICE AUTO CENTER	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
7/05	SOWMA V. MARTIN	IMPROPER REPAIRS & DIMINISHED VALUE
10/05	ARMANTROUT V. SOUTH GATE COLLISION	TOTAL LOSS EVALUATION & LOSS OF USE
2/06	KUHN V. PROGRESSIVE INS./COPPERFIELD COLLISION	IMPROPER REPAIRS, BAD FAITH, FRAUD & DIMINISH VALUE
1/06	MARCHENA V. STATE FARM AUTOMOBILE INSURANCE	TOTAL LOSS EVALUATION & BAD FAITH
3/06	KOONHBEARRY V. INTERFIRST LEASING	DEALER FRAUD, IMPROPER REPAIRS & DIMINISHED VALUE
2/06	LANDEIS V. FUTURE FORD MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE
3/06	HERRERA V. THROUNG	DIMINISHED VALUE & TOTAL LOSS
5/06	J.L. RINCO V. SAFEWAY INS. & GMAC	TOTAL LOSS EVALUATION
5/06	A. KLEIMAN V. B. YAKOV/J. JACOBSON	LOSS OF USE
6/06	SORISHOWCHAMAKI V. BMW OF NORTH AMERICA	MANUFACTURER DEFECT & DEALER FRAUD
5/06	HERRERA V. INFINITY INS.	BAD FAITH, IMPROPER REPAIRS & TOTAL LOSS
5/06	BIOTEAU V. VOLKSWAGEN OF NORTH AMERICA	DEALER FRAUD & IMPROPER REPAIRS
9/06	ISRANI V. SINCLAIR	DIMINISHED VALUE & IMPROPER REPAIRS
11/06	AARON HENRY V. JASMINE BANAYAN	DIMINISHED VALUE & LOSS OF USE
2/07	MCGREW V. AUTO GALLERY OF SAN DIEGO	DEALER FRAUD, DIMINISHED VALUE, IMPROPER REPAIRS
2/07	BEVERLY HILLS A/B V. CA. BAR	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
3/07	WILLIAMS V. BOGAEV	DIMINISHED VALUE
5/07	SHULTS/MANOLAKAS V. MB OF N. AMERICA	IMPROPER REPAIRS, DEALER FRAUD. USED CAR CERTIFICATION
7/07	COYLE V. TEKEDA AMERICA HOLDINGS	DIMINISHED VALUE, COLLISION REPAIR COSTS, MANUFACTURERS REPAIR STANDARDS
7/07	HEARST V. GREBE	DIMINISHED VALUE
7/07	ROSATI V. ASULIN	DIMINISHED VALUE, IMPROPER REPAIRS
8/07	GENOVESE V. VOLKSWAGEN OF AMERICA	DEALER FRAUD, IMPROPER REPAIRS
3/08	NEWHOUSE V. DELAY	DIMINISHED VALUE , IMPROPER REPAIRS

3/08	M. TOWBIN V. RESTORATION COLLISION SPECIALIST	NV DMV BOND ARBITRATION/IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE, IMPROPER REPAIRS
7/08	RODRIQUEZ V. NISSAN NORTH AMERICA	DEALER FRAUD, IMPROPER REPAIRS
4/08	AGUILUZ V. CRAIG MILLER	DEALER FRAUD, IMPROPER REPAIRS
7/08	STATE AUTO PAINTING V. THE PEOPLE OF CALIFORNIA	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE & IMPROPER REPAIRS
9/08	LEWEY V. GOKCEN	LOSS OF USE, VEHICLE REPAIRS
7/09	RAPP V. GREEN LIGHT AUTO	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
7/09	SIMMONS V. COLLISION SPECIALISTS	NV DMV BOND ARBITRATION
8/09	SULLIVAN V. PROGRESSIVE INSURANCE	3 <sup>RD</sup> PARTY DIMINISHED VALUE MEDIATION
9/09	HUANG V. FARMERS INSURANCE GROUP	APPRAISAL PROCESS, FERRARI VEHICLE REPAIR PROCEDURES
9/09	GROCHOWSKI V. SUPERIOR MOTORS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
9/09	GABALDON V. BOB BAKER FORD	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
12/09	SCHWARTZ V. AUTO CLUB OF S. CALIFORNIA	APPRAISAL PROCESS, TOTAL LOSS
2/10	PERZ V. MOSSY TOYOTA	ARBITRATION, DEALER FRAUD
3/10	HANAYAN V. WAWANESA	APPRAISAL PROCESS, REPAIR ESTIMATE PROCEDURES
4/10	SIMMONS V. FOLKERTS	DIMINISHED VALUE, IMPROPER REPAIRS, LOSS OF USE
9/10	WIGHT V. AUTOFITNESS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
11/10	DAWSON V. NORM BAKER MOTOR SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
12/10	HEINE V. CARMAX AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
5/11	CARSON V. MERCURY INSURANCE	IMPROPER REPAIRS, LOSS OF USE, INSURANCE BAD FAITH
6/11	CLASS AUTO CENTER V. ESIS INC & CERRITOS A/B	TORTUOUS INTERFERENCE. REPAIR FRAUD
9/11	DICHOSA V. HOUSE OF IMPORTS	DEALER FRAUD IMPROPER REPAIRS, LOSS OF USE
10/11	COULSON V. CANNOCK	DIMINISHED VALUE, LOSS OF USE, COLLISION REPAIR STANDARDS
11/11	AYLOTT V. STATE FARM	APPRAISAL PROCESS, TOTAL LOSS
2/11	SCHUMM V. STATE FARM	DIMINISHED VALUE, LOSS OF USE, REPAIR STANDARDS
6/11	RUIZ V. VANDERBEEK MOTORS	DEALER FRAUD, IMPROPER REPAIRS
7/11	FULLER V. ESPARZA	IMPROPER & INCOMPLETE VEHICLE REPAIRS
8/11	DAVIS V. BONANDER PONTIAC	DEALER FRAUD, CERTIFIED PRE – OWNED VEHICLE
5/12	KIREN V. FRESNO INFINITI	ARBITRATION CERTIFIED PRE – OWNED VEHICLE FRAUD
6/12	HERRERA V. A & P AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS
8/12	SINGH V. LEUCK	DIMINISHED VALUE
6/12	LLANA V. GSM AUTO GROUP	DEALER FRAUD, IMPROPER REPAIRS
2/13	ZOGRAFOS V. GORDON IMPORTS, LLC	DEALER FRAUD, IMPROPER REPAIRS
6/13	NICK’S GARAGE/JEFFREY’S A/B V. NATIONWIDE INS.	ASSIGNMENT OF RIGHT, COLLISION REPAIR PROCEDURES, MECHANICAL V. COLLISION LABOR RATES & INVESTMENT
6/13	FRANCO V. REYES AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS, POST COLLISION REPAIR ROLL OVER SAFETY
6/13	FAALOGOIFO V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/13	SPICER V. RT MOTORSPORTS	DEALER FRAUD, NV MANDATORY INSPECTION
8/13	NEILSEN V. FISHTAIL INVESTMENTS	DEALER FRAUD, NV MANDATORY INSPECTION, POST COLLISION REPAIR AIR BAG DEPLOYMENT
12/13	KEUSSEYAN V. MERCEDES BENZ NA	PAINT DEFECT AND SUBSEQUENT CORRECTIVE REPAIRS
1/14	PURCHASE V. CRISPEN	DIMINISHED VALUE, COLLISION DAMAGE ANALYSIS
4/14	FOSTER V. NISSAN OF BAKERSFIELD	DEALER FRAUD, IMPROPER COLLISION REPAIRS
4/14	PIMERLEAU V. SOUTHERN CA. AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	BENSON V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	GASTELUM V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	PLONTE V. EMPIRE AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	BURGERS V. AUTOCLUB OR S. CA.	DIMINISHED VALUE, LOSS OF USE
8/14	KELLEY V. J & M AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	PAYEAH V JIMMY VASSER’S TOYOTA	DEALER FRAUD, TOYOTA USED VEHICLE CERTIFICATION, IMPROPER COLLISION REPAIRS.

9/14	BICKEL V. KAYS CAR INC.	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	GRANDADOS V. STERLING IMPORTS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	HANSCHKE V. JEPSON	DIMINISHED VALUE
9/14	MURO V. CA. MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	BOLAND V. CA MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	LOPEZ V. PORSCHE CARS NORTH AMERICA, INC.	DEALER FRAUD, IMPROPER COLLISION REPAIRS, UNDISCLOSED PRIOR DAMAGE
10/14	MACIAS V. MARTIN SATURN OF ONTARIO, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
10/14	ZHONG V. UNITED IMPORTS	ARBITRATION/DEALER FRAUD
11/14	SAMISH V ALVAREZ LINCOLN	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	DURAN V. QUANTUM AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	ARCE LEPE V. SCAS	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE - ARBITRATION HEARING
1/15	GARCIA V. SUNROAD CV AUTO, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
2/15	GULLINS V. CARMAX AUTO SUPERSTORES, LLC	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/15	CALDERON V. GALPIN HONDA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/15	BAILEY-RUSSELL V. HARB GROUP, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SPEARS V. RIVERSIDE AUTO HOLDINGS, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SHAHAZARYAN V. AIG	APPRAISAL PROCESS, INSURANCE BAD FAITH
7/15	MEDINA V. SOUTH COAST CARS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
7/15	DISTEFANO V. SANTA MONICA BMW	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	REED V. MILLER - DM, INC., DBA MERCEDES-BENZ OF BEVERLY HILLS	DEALER FRAUD, IMPROPER REPAIRS - ARBITRATION HEARING
7/15	CHAVEZ V. UNIVERSAL BROKERS, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	LEE V. CARMAX AUTO SUPERSTORES CALIFORNIA, LLC	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
9/15	REYNOSO V. NEW LOOK COLLISION CENTER	DMV ADMINISTRATIVE HEARING, IMPROPER COLLISION REPAIRS
10/15	FERRIER V. STERLING COLLISION CENTER	FERRARI DEFECTIVE PAINT APPLICATION
10/15	FREDRICKS V. EL CAJON FORD	DEALER FRAUD, IMPROPER REPAIRS
10/15	ALCARAZ V. SOUTH COAST AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS
10/15	TRIPPI V. GILBERTSON	DIMINISHED VALUE
10/15	KELLEY V. ADAMS SERVICE CENTER, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
11/15	RIGBY V. POWAY HYUNDAI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	DIRIENZU V. AUTONATION NISSAN SOUTH BAY	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	PRALL V. FORD MOTOR COMPANY	PRODUCT LIABILITY
12/15	DENEVAN V. CARCREDIT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/16	MORAYMA REYES-OCASIO	DIMINISHED VALUE - ARBITRATION HEARING
2/16	APELES V. ADAMS SERVICE CENTER	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS- ARBITRATION HEARING
2/16	ASHBURN/BOYD V. HONDA OF THE DESERT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	TABANYI V. HYUNDAI MOTOR AMERICA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	RILEY V. BENJAMIN	DIMINISHED VALUE
4/16	WAKE/BROWNLEE V. BLANTO, INC., DBA MEGA CARS	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/16	RAMIREZ V. BMW OF MONROVIA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS

<b>MEDIA</b>		
FOX 11 NEWS	AIDAN PICKERING	THE WRECK CHECK
NBC NEWS	MICHELLE RUIZ	FLEECE OR FIXED
NBC NIGHTLY NEWS	TOM BROKOW	ON THE ROAD AGAIN
CBS NEWS	MARK MOTTERN	DANGEROUS COLLISION REPAIRS
ABC 20/20	GLENN RUPPEL	BANG UP JOB/WRECK CHECK
KFI 640 RADIO	KAREL & ANDREW	IMPROPER REPAIRS/WRECK CHECK
KFI 640 RADIO	KAREL & ANDREW	STATE FARM IMITATION PARTS LAWSUIT
KRLA 1110 RADIO	KENNY MORSE	IMPROPER REPAIRS/WRECK CHECK
KFI 640 RADIO	CLARK HOWARD	HELP WITH COLLISION REPAIRS
WKVW CRASH TALK RADIO	MICHAEL HARBER	ASSISTANCE W/IMPROPER REPAIRS & DV
WKVI CRASH TALK RADIO	MICHAEL HARBER	ASSISTANCE W/IMPROPER REPAIRS & DV
WKVI CRASH TALK RADIO	MICHAEL HARBER	DO BODY SHOPS LIE, CHEAT & STEAL TO CREATE PROFITS
WKVI CRASH TALK RADIO	MICHAEL HARBER	CONSUMER RIGHTS BEFORE, DURING & AFTER THE REPAIR PROCESS
WKVI CRASH TALK	MICHAEL HARBER	CONTRACTUAL RESPONSIBILITIES OF THE INSURER/REPAIRER
KGTV 10 NEWS SAN DIEGO	MARTY EMERALD	ARE CAR DEALERS SELLING DANGEROUS CARS
WKVI CRASH TALK RADIO	MICHAEL HARBER	WRECK CHECK CAR SCAN ENTERS/DIMINISHED VALUE
105.9 FM CAR CARE SHOW	NICK ORSO	DIMINISHED VALUE, IMPROPER REPAIRS, POST REPAIR INSPECTIONS
105.9 FM CAR CARE SHOW	NICK ORSO	PRO'S & CON'S ABOUT USING INSURANCE PARTNER SHOPS
105.9 FM CAR CARE SHOW	NICK ORSO	CPO VEHICLE PROGRAMS

<b>AUTHORED &amp; CO-AUTHORED ARTICLES</b>	
INSURER FRAUD	BODY SHOP CONNECTION
DRP MAKES FOR ROCKY ROAD	HAMMER & DOLLY
THE ADVANTAGES OF PERFORMING POST REPAIR INSPECTIONS	COLLISION WATCHDOG
INCREASED SCRUTINY DIRECTED AT AIRBAG FRAUD, IMPROPER AIR BAG INSTALLATIONS	BRUCE ADAMS

<b>FEATURED ARTICLES</b>		
PUBLICATION	AUTHOR	TITLE
L.A. TIMES	KEN REICH	AUTO REPAIR POLICY IN NEED OF OVERHAUL
L.A. TIMES	KEN REICH	VIEWS COLLIDE ON "WRECK CHECK" ANALYSIS
LONG BEACH BUSINESS JOURNAL	STEVEN STELPFLUG	WRECK CHECK COULD HOLD KEY TO SHOPS INDEPENDENCE
INLAND EMPIRE BUSINESS JOURNAL	CANDY FIELDS	WRECK CHECK
BEYOND PARTS & EQUIPMENT	DAVID WILLIAMS	WRECK CHECK - CARSCAN THE ULTIMATE SECOND OPINION
BODY SHOP BUSINESS	BODY SHOP BUSINESS	IS THE INDUSTRY SUFFERING FROM WIDESPREAD BILLING FRAUD & REPAIR DEFECTS
POINT/COUNTER POINT	BODY SHOP BUSINESS	IS IT POSSIBLE TO RUN A BODY SHOP WITHOUT LYING, CHEATING & STEALING.
INSURE.COM		INSIDE THE DIRECT CAR REPAIR PROCESS
AUTOBODY NEWS	KARYN HENDRICKS	AFTER THE AIR BAG DEPLOYED
ARIZONA WATCHDOG	DICK STROM	ADVANTAGES OF PERFORMING POST REPAIR INSPECTIONS
BODY SHOP BUSINESS	DAVID WILLIAMS	9 STEPS TO PROTECT YOUR SHOP FROM DV CLAIMS
BODY SHOP BUSINESS	DAVID WILLIAMS	WOULD YOUR WORK PASS AN AUTO SAFETY EXPERT TEST
AUTO BUSINESS REPAIR NEWS	BRUCE ADAMS	INCREASED SCRUTINY DIRECTED AT AIRBAG FRAUD
BODY SHOP BUSINESS	CHARLES BARONE	DIMINISHED VALUE: FACT OR FICTION

<i>INVITED LECTURES</i>		
CALIFORNIA SENATE INSURANCE COMMITTEE - SENATOR JACKIE SPEIER- CHAIRPERSON	IMPROPER REPAIRS/INSURANCE DIRECT REPAIR PROGRAMS INSURER FRAUD, RETURNING SALVAGE VEHICLES TO THE ROAD	10/1999
NATIONAL ODOMETER & TITLE FRAUD ENFORCEMENT ASSOC.	THE ROAD TO PROPER COLLISION REPAIR	2004
COALITION FOR COLLISION REPAIR EXCELLENCE	JOIN THE TOUGH AND PROUD [POST REPAIR INSPECTORS]	2004
COALITION FOR COLLISION REPAIR EXCELLENCE	RELATIONSHIP WITH A POST REPAIR INSPECTOR	<a href="#">2004</a>

<b>DESIGNATED EXPERT WITNESS/CONSULTANT</b>		
<b>DATE</b>	<b>CASE</b>	<b>EXPERT</b>
8/01	D & N CONCRETE PUMPING V CNA INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
6/01	LEWIS V. CALMAT OF CENTRAL CALIFORNIA	IMPROPER REPAIRS, COLLISION REPAIRS & TOTAL LOSS
10/99	HELLER V. MR. POLISH	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/00	MAUPIN V. ALLSTATE INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
10/01	LANE V. TURNSHEK	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
2/02	DENNY AKIYAMA, HUNG DO, JAMIE ROMERO V. FARMERS	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE TOTAL LOSS, IMPROPER REPAIRS, DRP PROCEDURES
11/03	TAPIA V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/04	ROSALES V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
5/04	BEOTANG V. MERCURY INSURANCE	IMPROPER REPAIRS & DIMINISHED VALUE
6/04	TORREALBA V. GRAND MOTORS INC.	DEALER FRAUD IMPROPER REPAIRS, DIMINISHED VALUE & TOTAL LOSS
7/04	REINES V. PELTZER	IMPROPER REPAIRS & DIMINISHED VALUE
7/04	CALDERON V. CARDINALE MOTORS	DEALER FRAUD IMPROPER REPAIRS & DIMINISHED VALUE
9/04	SOPP V. BATES, DISILVA, LAZZARA	TOTAL LOSS EVALUATION
11/04	STROUDS V. PERTILE - ARBITRATION	INSURANCE & COLLISION FACILITY ESTIMATING & REPAIR ORDER PROCEDURES
12/04	CURTIS V. NORTH BEACH ACQUISITIONS	DEALER FRAUD, IMPROPER REPAIR & VEHICLE CERTIFICATION
6/04	EXCLUSIVE V. VOLVO V MARIA VILLEGAS	DIMINISHED VALUE
11/04	ALFANO V. MERCURY INS.	APPRAISAL PROCESS, IMPROPER REPAIRS, DIMINISHED VALUE & BAD FAITH
12/04	DUVALL V. SHUTTLE LINCOLN MERCURY	IMPROPER REPAIRS, USED CAR CERTIFICATION & DEALER FRAUD
2/05	HICKS V. NATION MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
3/05	DAKE V. ROCK AUTOMOTIVE GROUP	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
6/05	LOPEZ V. FIRST CHOICE AUTO CENTER	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
7/05	SOWMA V. MARTIN	IMPROPER REPAIRS & DIMINISHED VALUE
10/05	ARMANTROUT V. SOUTH GATE COLLISION	TOTAL LOSS EVALUATION & LOSS OF USE
2/06	KUHN V. PROGRESSIVE INS./COPPERFIELD COLLISION	IMPROPER REPAIRS, BAD FAITH, FRAUD & DIMINISH VALUE
1/06	MARCHENA V. STATE FARM AUTOMOBILE INSURANCE	TOTAL LOSS EVALUATION & BAD FAITH
3/06	KOONHBEARRY V. INTERFIRST LEASING	DEALER FRAUD, IMPROPER REPAIRS & DIMINISHED VALUE
2/06	LANDEIS V. FUTURE FORD MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE
3/06	HERRERA V. THROUNG	DIMINISHED VALUE & TOTAL LOSS
5/06	J.L. RINCO V. SAFEWAY INS. & GMAC	TOTAL LOSS EVALUATION
5/06	A. KLEIMAN V. B. YAKOV/J. JACOBSON	LOSS OF USE
6/06	SORISHOWCHAMAKI V. BMW OF NORTH AMERICA	MANUFACTURER DEFECT & DEALER FRAUD
5/06	HERRERA V. INFINITY INS.	BAD FAITH, IMPROPER REPAIRS & TOTAL LOSS
5/06	BIOTEAU V. VOLKSWAGEN OF NORTH AMERICA	DEALER FRAUD & IMPROPER REPAIRS
9/06	ISRANI V. SINCLAIR	DIMINISHED VALUE & IMPROPER REPAIRS
11/06	AARON HENRY V. JASMINE BANAYAN	DIMINISHED VALUE & LOSS OF USE
2/07	MCGREW V. AUTO GALLERY OF SAN DIEGO	DEALER FRAUD, DIMINISHED VALUE, IMPROPER REPAIRS
2/07	BEVERLY HILLS A/B V. CA. BAR	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
3/07	WILLIAMS V. BOGAEV	DIMINISHED VALUE
5/07	SHULTS/MANOLAKAS V. MB OF N. AMERICA	IMPROPER REPAIRS, DEALER FRAUD. USED CAR CERTIFICATION
7/07	COYLE V. TEKEDA AMERICA HOLDINGS	DIMINISHED VALUE, COLLISION REPAIR COSTS, MANUFACTURERS REPAIR STANDARDS
7/07	HEARST V. GREBE	DIMINISHED VALUE
7/07	ROSATI V. ASULIN	DIMINISHED VALUE, IMPROPER REPAIRS

8/07	GENOVESE V. VOLKSWAGEN OF AMERICA	DEALER FRAUD, IMPROPER REPAIRS
3/08	NEWHOUSE V. DELAY	DIMINISHED VALUE , IMPROPER REPAIRS
3/08	M. TOWBIN V. RESTORATION COLLISION SPECIALIST	NV DMV BOND ARBITRATION/IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE, IMPROPER REPAIRS
7/08	RODRIGUEZ V. NISSAN NORTH AMERICA	DEALER FRAUD, IMPROPER REPAIRS
4/08	AGUILUZ V. CRAIG MILLER	DEALER FRAUD, IMPROPER REPAIRS
7/08	STATE AUTO PAINTING V. THE PEOPLE OF CALIFORNIA	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE & IMPROPER REPAIRS
9/08	LEWEY V. GOKCEN	LOSS OF USE, VEHICLE REPAIRS
7/09	RAPP V. GREEN LIGHT AUTO	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
7/09	SIMMONS V. COLLISION SPECIALISTS	NV DMV BOND ARBITRATION
8/09	SULLIVAN V. PROGRESSIVE INSURANCE	3 <sup>RD</sup> PARTY DIMINISHED VALUE MEDIATION
9/09	HUANG V. FARMERS INSURANCE GROUP	APPRAISAL PROCESS, FERRARI VEHICLE REPAIR PROCEDURES
9/09	GROCHOWSKI V. SUPERIOR MOTORS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
9/09	GABALDON V. BOB BAKER FORD	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
12/09	SCHWARTZ V. AUTO CLUB OF S. CALIFORNIA	APPRAISAL PROCESS, TOTAL LOSS
2/10	PERZ V. MOSSY TOYOTA	ARBITRATION, DEALER FRAUD
3/10	HANAYAN V. WAWANESA	APPRAISAL PROCESS, REPAIR ESTIMATE PROCEDURES
4/10	SIMMONS V. FOLKERTS	DIMINISHED VALUE, IMPROPER REPAIRS, LOSS OF USE
9/10	WIGHT V. AUTOFITNESS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
11/10	DAWSON V. NORM BAKER MOTOR SALES #A600543 JAMS ARBITRATION LOO GEORGE WEST	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
12/10	HEINE V. CARMAX AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
5/11	CARSON V. MERCURY INSURANCE September 24, 2012) Cal.App.4th;12 C.D.O.S. 12055; 2012 Cal.App.LEXIS 1100 LOO Monte Day	IMPROPER REPAIRS, LOSS OF USE, INSURANCE BAD FAITH
6/11	CLASS AUTO CENTER V. ESIS INC & CERRITOS A/B CONSULTANT & INSPECTION	TORTUOUS INTERFERENCE. REPAIR FRAUD
9/11	DICHOSA V. HOUSE OF IMPORTS VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD IMPROPER REPAIRS, LOSS OF USE
10/11	COULSON V. CANNOCK	DIMINISHED VALUE, LOSS OF USE, COLLISION REPAIR STANDARDS
11/11	AYLOTT V. STATE FARM TESTIFIED @ AP & TOTAL LOSS ASSESSMENT	APPRAISAL PROCESS , TOTAL LOSS
2/11	SCHUMM V. STATE FARM #30-2011-00453166-CU-BC-CJC LOO MONTE DAY	DIMINISHED VALUE, LOSS OF USE, REPAIR STANDARDS
6/11	RUIZ V. VANDERBEEK MOTORS #SCV25882 PLACER COUNTY SC LOO MCCOY, TURNAGE & ROBERTSON	DEALER FRAUD, IMPROPER REPAIRS
7/11	FULLER V. ESPARZA	IMPROPER & INCOMPLETE VEHICLE REPAIRS
8/11	DAVIS V. BONANDER PONTIAC VEHICLE CONDITION ASSMT/CONSULTANT LOO MONTE DAY	DEALER FRAUD, CERTIFIED PRE – OWNED VEHICLE
5/12	KIREN V. FRESNO INFINITI VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION CERTIFIED PRE – OWNED VEHICLE FRAUD
6/12	HERRERA V. A & P AUTO SALES # 30-2011 -00522752 LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER REPAIRS

8/12	SINGH V. LEUCK DV ASSMT/CONSULTANT	DIMINISHED VALUE
6/12	LLANA V. GSM AUTO GROUP #30-2010-00422315 OC SUPERIOR CT LOO MCCOY, TURNAGE & ROBERTSON	DEALER FRAUD, IMPROPER REPAIRS
2/13	ZOGRAFOS V. GORDON IMPORTS, LLC VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER REPAIRS
6/13	NICK'S GARAGE/JEFFREY'S A/B V. NATIONWIDE INS. #5:12-CV-777 MAD/DEP- USDC NO. DISTRICT NY LOO BOUSQUET HOLSTEIN	ASSIGNMENT OF RIGHT, COLLISION REPAIR PROCEDURES, MECHANICAL V. COLLISION LABOR RATES & INVESTMENT
6/13	FRANCO V. REYES AUTO SALES #12C00522 LA SUPERIOR COURT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS, POST COLLISION REPAIR ROLL OVER SAFETY
6/13	FAALOGOIFO V. SCAS # G051937 CA STATE COURT OR APPEAL 4 <sup>TH</sup> DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/13	SPICER V. RT MOTORSPORTS #A-12-664704-C D/C CLARK COUNTY LOO GEORGE WEST	DEALER FRAUD, NV MANDATORY INSPECTION
8/13	NEILSEN V. SMART AUTO # A-12-662558-C JAMS ARBITRATION LOO GEORGE WEST	DEALER FRAUD, NV MANDATORY INSPECTION, POST COLLISION REPAIR AIR BAG DEPLOYMENT
12/13	KEUSSEYAN V. MERCEDES BENZ NA VEHICLE CONDITION ASSMT/CONSULTANT LOO RENE KORPER	PAINT DEFECT AND SUBSEQUENT CORRECTIVE REPAIRS
1/14	PURCHASE V. CRISPEN DV ASSMT/CONSULTANT	DIMINISHED VALUE, COLLISION DAMAGE ANALYSIS
4/14	FOSTER V. NISSAN OF BAKERSFIELD AMER. ARBITRATION ASSOC. LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
4/14	POMERLEAU V. SOUTHERN CA. AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	BENSON V. SCAS #30-2013000621744 OC SUPERIOR CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	GASTELUM V. SCAS INSPECTION/CONSULTANT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	PLONTE V. EMPIRE AUTO SALES # 72434e00522 13 AMERICAN ARBITRATION SER. LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	BURGERS V. CARDENAS #30-2013-00656746-CU-PA-CJC OC SUPERIOR CT LOO MONTE DAY	DIMINISHED VALUE, LOSS OF USE
8/14	KELLEY V. J & M AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	PAYEAH V JIMMY VASSER'S TOYOTA #26-62283 SUPERIOR CT. NAPA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, TOYOTA USED VEHICLE CERTIFICATION, IMPROPER COLLISION REPAIRS.
9/14	BICKEL V. KAYS CAR INC. #BC505929 LA COUNTY SUPERIOR CT	DEALER FRAUD, IMPROPER COLLISION REPAIRS

	LOO ROSNER, BARRY & BABBITT	
9/14	GRANDADOS V. STERLING IMPORTS VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	HANSCH V. JEPSON # G052328 CA CT. OF APPEALS LOO MONTE DAY	DIMINISHED VALUE
9/14	MURO V. CA. MOTORS DIRECT VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION/DEALER FRAUD
9/14	BOLAND V. CA MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	LOPEZ V. PORSCHE CARS NORTH AMERICA, INC. #BD510776 LA SUPERIOR CT. CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS, UNDISCLOSED PRIOR DAMAGE
10/14	MACIAS V. MARTIN SATURN OF ONTARIO, INC. #CIVDS1415636 LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
10/14	ZHONG V. UNITED IMPORTS VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION/DEALER FRAUD
11/14	SAMISH V ALVEREZ LINCOLN #RIC 1203094 RIVERSIDE CO. SUPERIOR CT. LOO LARRY HODDICK	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	DURAN V. QUANTUM AUTO SALES #2013-657740 OC SUPERIOR CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	ARCE LEPE V. SCAS INSPECTION/CONSULTANT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE - ARBITRATION HEARING
1/15	GARCIA V. SUNROAD CV AUTO, INC. #37-2014-00017855-CU-BC-CTL LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
2/15	GULLINS V. CARMAX AUTO SUPERSTORES, LLC # 2:13-CV-09398-JAK-CWX USDC CENTRAL CA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/15	CALDERON V. GALPIN HONDA # BC501005 LA CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/15	BAILEY-RUSSELL V. HARB GROUP, INC. # MCC-1300827 RCSC-TEMECULA CA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SPEARS V. RIVERSIDE AUTO HOLDINGS, INC. #RIC 1406752 RIC SUPERIOR CT. LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SHAHNAZARYAN V. AIG TOTAL LOSS ASSESSMENT/CONSULTANT	APPRAISAL PROCESS, INSURANCE BAD FAITH
7/15	MEDINA V. SOUTH COAST CARS #37-2013-00069866 LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
7/15	DISTEFANO V. SANTA MONICA BMW VEHICLE CONDITION ASSMT/CONSULTANT LOO LARRY R. HODDICK	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	REED V. MILLER - DM, INC., DBA MB OF BEVERLY HILLS	DEALER FRAUD, IMPROPER REPAIRS - ARBITRATION HEARING

	#1220049203 JAMS ARBITRATION LOO ROSNER, BARRY & BABBITT	
7/15	CHAVEZ V. UNIVERSAL BROKERS, INC. #BC524745 LA SUPERIOR CT. LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	LEE V. CARMAX AUTO SUPERSTORES CALIFORNIA, LLC #2:13-CV-07648 CA CENTRAL CA CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
9/15	REYNOSO V. NEW LOOK COLLISION CENTER TESTIFIED @ DMV HEARING & VCA	DMV ADMINISTRATIVE HEARING, IMPROPER COLLISION REPAIRS
10/15	FERRIER V. STERLING COLLISION CENTER #30-2014-00747943 OC SUPERIOR CT. LOO DAVID VAN RIPER	FERRARI DEFECTIVE PAINT APPLICATION
10/15	FREDRICKS V. EL CAJON FORD #37-2014-00016159-CU-CU-CTL SAN DIEGO LOO GLASSEY SMITH	DEALER FRAUD, IMPROPER REPAIRS
10/15	ALCARAZ V. SOUTH COAST AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT LOO ROSNER, BARRY & BABBIT	DEALER FRAUD, IMPROPER REPAIRS
10/15	TRIPPI V. GILBERTSON #30-2013-00694609 LOO KEVIN TRIPI	DIMINISHED VALUE
10/15	KELLEY V. ADAMS SERVICE CENTER, INC. VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO LAREYBI & ASSOCIATES	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
11/15	RIGBY V. POWAY HYUNDAI #37-2015-00005285-CU-CO-CTL CA S/C SD LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	DIRIENZU V. AUTONATION NISSAN SOUTH BAY ARB.# 1200050030 #BC554648 LA CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	PRALL V. FORD MOTOR COMPANY #2:14-CV-01313-MMD-GWF USDC DISTRICT OF NV LOO RICHARD HARRIS	PRODUCT LIABILITY
12/15	DENEVAN V. CARCREDIT #RIC1306779 RIC SUPERIOR CT LOO ROBERT B. MOBASSERI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/16	MORAYMA REYES-OCASIO DIMINISHED VALUE ASSESSMENT/CONSULTANT	DIMINISHED VALUE - ARBITRATION HEARING
2/16	APELES V. ADAMS SERVICE CENTER VEHICLE CONDITION ASSMT/CONSULTANT LOO ROBERT B. MOBASSERI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS- ARBITRATION HEARING
2/16	ASHBURN/BOYD V. HONDA OF THE DESERT ARB. # 01-150005-6641 LOO ROSNER, BARRY & BABBIT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	TABANYI V. HYUNDAI MOTOR AMERICA #BC611495 LA SUPERIOR CT. LOO ALISA GOUKASIAN	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	RILEY V. BENJAMIN #30-2014-00723752 OC CA CENTRAL DISTRICT LOO J. DWORK ATTY.	DIMINISHED VALUE

4/16	WAKE/BROWNLEE V. BLANTO, INC., DBA MEGA CARS #BC589535 LA COUNTY SUPERIOR COURT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/16	RAMIREZ V. BMW OF MONROVIA CASE # BC588613 LA CENTRAL DISTRICT LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS

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**PROOF OF SERVICE**

STATE OF NEVADA                     )  
  )  
COUNTY OF CLARK                    )

On October 20, 2017, I served the forgoing document(s) described as 1) **PLAINTIFF'S EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS'S MOTION FOR SUMMARY JUDGMENT** on interested party(ies) in this action by either fax and/or email, or by placing a true and correct copy and/or original thereof addressed as follows:

**JEFF BENDAVID, ESQ**  
Moran, Brandon, Bendavid, Moran  
630 South Fourth Street  
Las Vegas, NV 89101  
j.bendavid@moranlawfirm.com

**NATHAN KANUTE, ESQ**  
Snell & Wilmer  
3883 Howard Hughes Pkwy  
Suite 1100  
Lass Vegas, NV 89169  
nkanute@swlaw.com

☐ **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal service on that same day with first class postage thereon fully prepaid at Las Vegas, NV in the ordinary course of business.

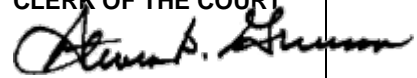
☐ **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or to the attorney listed as the addressee below.

☐ **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule 7.26(a), as set forth herein.

☒ **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and the EDCR on electronic service, I hereby certify that service of the aforementioned document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and NRCP, as set forth herein.

Executed on this 20<sup>th</sup> day of October, 2017

/s/ George O. West III  
GEORGE O. WEST III



**ERR**

GEORGE O. WEST III [SBN 7951]  
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Fax: (702) 946-0887  
Email: attcbf@cox.net  
Website: www.consumerlaw.justia.net

Attorney for Plaintiffs  
**DERRICK POOLE**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DERRICK POOLE,

Plaintiff,

v

NEVADA AUTO DEALERSHIP INVEST-  
MENTS LLC a Nevada Limited Liability  
Company d/b/a SAHARA CHRYSLER,  
JEEP, DODGE, WELLS FARGO DEALER  
SERVICES INC., COREPOINTE INSUR-  
ANCE COMPANY, and DOES 1 through 100,  
Inclusive,

Defendants,

CASE NO : A-16-737120-C  
DEPT : XXVII

**NOTICE OF ERRATA ON PLAIN-  
TIF'S SEPARATE STATEMENT  
OF UNDISPUTED MATERIAL FACTS  
IN OPPOSITION TO DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

DATE : November 9, 2017

TIME : 9:00 a.m.

[Lodged concurrently with Plaintiff's  
Opposition to Defendants' Motion  
For Summary Judgment]

1           **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD :**

2           **PLEASE TAKE NOTICE** that Plaintiff submits this errata with respect to  
3 Undisputed Fact number 84 in his Separate Statement of Material Undisputed Material  
4 Facts in Support of his Opposition to Defendants' Motion for Summary Judgment as  
5 follows :

6           **UNDISPUTED FACT # 84 READ:**

7           **SUPPORTING EVIDENCE**

8           84. If SAHARA had actual know-  
9 ledge that certain components  
10 on a vehicle have been damaged,  
11 and that vehicle is going to  
12 be sold to the community  
13 as a CPO, and had knowledge  
14 of the type of information  
15 reflected on the [ACE], SAHARA  
16 ***does NOT believe that kind***  
17 ***of information would be***  
18 ***important to the buyer who***  
19 ***is going to by CPO vehicle.***

20 *Exhibit 9; 137: 3-12, 23-27, 139:*  
21 *17-25; 140: 1-10*

22 *And should have read and included citations :*

23           84. If SAHARA had actual know-  
24 ledge that certain components  
25 on a vehicle have been previously  
26 damaged and that vehicle is going  
27 to be sold to the community  
28 as a CPO, and SAHARA had know-  
ledge of the type of information  
reflected on the [ACE], SAHARA  
***had no policy to disclose***  
***information to the buyer***  
***that might affect a CPO's***  
***value, and does NOT be-***  
***lieve that kind of informa-***  
***tion would be important***  
***tant to the buyer who is***  
***going to by CPO vehicle.***

*Exhibit 9; 137: 3-15, 139: 17-25*  
*140: 1-10, 143: 8-25, 144: 1-21,*  
*152: 2-9*

          Exhibit 9 to Plaintiff's exhibits, the deposition of Joshua Grant, should have  
included pages 143 and 144 which are is attached hereto, ***and Plaintiff has inserted***  
***that page into the Court's courtesy copy,*** as well as the modified undisputed fact  
# 84 immediately above for ease of reading.

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Dated this 22<sup>nd</sup> day of October, 2017

By /s/ George O. West III  
George O. West III  
Law Offices of George O. West III  
***Consumer Attorneys Against Auto Fraud***  
Attorney for Plaintiff  
**DERRICK POOLE**

1 **Q.** I'm sure they exist. But on the other  
2 side, there are customers that might find those  
3 things important, true?

4 **A. Maybe.**

5 **Q.** You as the used car manager, would you  
6 deem those things important and require those  
7 types of disclosures if those things existed on a  
8 CPO vehicle prior to sale?

9 **A. Would I require them, no.**

10 **Q.** No?

11 **A. No.**

12 **Q.** Why not?

13 **A. It is not a requirement of the program.**

14 **Q.** Other than it not being a requirement  
15 of the program as designated by the manufacturer,  
16 would it be prudent business practice to make  
17 full disclosure, as you testified previously, to  
18 the consumer about things that might affect the  
19 vehicle's value or safety? If it affects a  
20 vehicle's value or safety it should be disclosed,  
21 right?

22 **A. If it affected a vehicle's safety, it  
23 would be listed here.**

24 **Q.** My question is: If it affects safety  
25 or value, you previously testified that it is

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1 common practice and the custom and practice to  
2 make full disclosure to the consumer about things  
3 that might affect a vehicle's safety and value,  
4 true?

5 **A. I don't know if I testified to that.**

6 **Q.** Let me ask the question again then.

7 **A. Okay.**

8 **Q.** Does Sahara Dodge, at the time this  
9 vehicle was sold to a consumer within the  
10 community, did they have a policy of making full  
11 disclosure to the car buyer who is about to buy a  
12 CPO vehicle about any information they may have  
13 known about that might have affected a vehicle's  
14 safety or value?

15 **A. Safety, yes. Value, no.**

16 **Q.** Well, isn't part of the entire reason  
17 or underlying major reason why consumers are  
18 drawn to CPO vehicles is because they have a  
19 better value than non-CPO comparable vehicles?

20 **A. Because of certification, you mean?**

21 **Q.** Just in general, because they are  
22 better quality cars. Value is part of the core  
23 principle in the sales process for a CPO, true?

24 **A. Yes.**

25 **Q.** So if value is a core principle that is

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1 communicated to the community with respect to a  
2 CPO vehicle inducing them to buy a CPO vehicle  
3 because it is of a better value, if something  
4 affects a vehicle's value, wouldn't that be  
5 something important to disclose to a CPO consumer  
6 before they sign their name to the contract?

7 **A. There was no policy for that, no.**

8 **Q.** My question wasn't whether there was a  
9 policy. My question was: Did you as the person  
10 here in the dealership to testify about these  
11 things, did the dealership deem that important to  
12 disclose to a car buyer within the community  
13 prior to signing their name on the contract?

14 **A. No.**

15 **Q.** So your testimony here today is, just  
16 so we have clarity, that items affecting a  
17 vehicle's value involving a CPO vehicle is not  
18 part of the full disclosure requirement that  
19 Sahara Dodge had at the time when they sold the  
20 vehicle to Mr. Poole?

21 **A. That's correct.**

22 **Q.** If all of these things that I just  
23 listed, the frame bracket, et cetera, et cetera,  
24 went through a 125 comprehensive, thorough CPO  
25 inspection, would you have expected the service

**HUEBNER COURT REPORTING, INC. (702) 374-2319**

1 department to have discovered all of those  
2 things?

3 **A. If they were damaged, yes.**

4 MR. TERRY: Let me just object. The  
5 question is vague and ambiguous.

6 THE WITNESS: If they were damaged at  
7 the time of inspection.

8 BY MR. WEST:

9 **Q.** Yes. My question would -- obviously if  
10 they weren't damaged at the time of the  
11 inspection, there wouldn't be any reason to  
12 disclose them, correct?

13 **A. Correct.**

14 **Q.** So my question presupposes and assumes  
15 that if these things existed that I just  
16 listed --

17 MR. TERRY: And had been repaired.

18 MR. WEST: Whether they were repaired  
19 or not.

20 BY MR. WEST:

21 **Q.** My question is: Had those things  
22 existed, and I did say whether they were repaired  
23 or replaced. I went repaired, replaced,  
24 repaired, replaced. So all of those items I  
25 talked about, the repaired front frame end

**HUEBNER COURT REPORTING, INC. (702) 374-2319**

1 **PROOF OF SERVICE**

2 STATE OF NEVADA )  
3 COUNTY OF CLARK )

4 On October 22, 2017, I served the forgoing document(s) described as 1) **NOTICE**  
5 **OF ERRATA ON PLAINTIFF'S SEPARATE STATEMENT OF UNDISPUTED**  
6 **MATERIAL FACTS *IN OPPOSITION TO* DEFENDANTS' MOTION FOR**  
7 **SUMMARY JUDGMENT** on interested party(ies) in this action by either fax and/or  
8 email, or by placing a true and correct copy and/or original thereof addressed as follows:

9 **JEFF BENDAVID, ESQ**  
10 Moran, Brandon, Bendavid, Moran  
11 630 South Fourth Street  
12 Las Vegas, NV 89101  
13 j.bendavid@moranlawfirm.com

14 **NATHAN KANUTE, ESQ**  
15 Snell & Wilmer  
16 3883 Howard Hughes Pkwy  
17 Suite 1100  
18 Lass Vegas, NV 89169  
19 nkanute@swlaw.com

20 [ ] **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of  
21 collection and processing correspondence for mailing. Under that practice it would be  
22 deposited with the U.S. Postal service on that same day with first class postage thereon  
23 fully prepaid at Las Vegas, NV in the ordinary course of business.

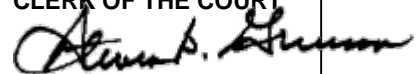
24 [ ] **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office,  
25 and/or to the attorney listed as the addressee below.

26 [ ] **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify  
27 that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule  
28 7.26(a), as set forth herein.

[x] **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and  
the EDCR on electronic service, I hereby certify that service of the aforementioned  
document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and  
NRCP, as set forth herein.

Executed on this 22<sup>nd</sup> day of October, 2017

/s/ George O. West III  
GEORGE O. WEST III



1 **MTS**  
2 **JEFFERY A. BENDAVID, ESQ.**  
3 Nevada Bar No. 6220  
4 **STEPHANIE J. SMITH, ESQ.**  
5 Nevada Bar No. 11280  
6 **MORAN BRANDON BENDAVID MORAN**  
7 630 South 4<sup>th</sup> Street  
8 Las Vegas, Nevada 89101  
9 (702) 384-8424  
10 j.bendavid@moranlawfirm.com  
11 s.smith@moranlawfirm.com  
12 *Attorney for Defendants, Nevada Auto*  
13 *Dealership Investments LLC d/b/a Sahara*  
14 *Chrysler and Corepointe Insurance Co.*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

ENTERED  
11/3/2017  
10/30

12 DERRICK POOLE,

13 Plaintiff,

14 v.

15 NEVADA AUTO DEALERSHIP  
16 INVESTMENTS LLC, a Nevada Limited  
17 Liability Company d/b/a SAHARA  
18 CHRYSLER; JEEP, DODGE, WELLS  
19 FARGO DEALER SERVICES INC.,  
20 COREPOINTE INSURANCE  
21 COMPANY; and DOES 1 through 100,  
22 Inclusive,

23 Defendant.

Case No.: A-16-737120-C  
Dept. No.: XXVII

**DEFENDANT'S MOTION TO STRIKE  
FUGITIVE DOCUMENTS FILED BY  
PLAINTIFF ON ORDER  
SHORTENING TIME**

Date: 11-9-17  
Time: 10:30 am

24 COMES NOW, Defendant, NEVADA AUTO DEALERSHIP INVESTMENTS  
25 d/b/a SAHARA CHRYSLER JEEP DODGE RAM ("Defendant" and/or "Nevada Auto"),  
26 by and through its counsel of record, JEFFERY A. BENDAVID, ESQ., and STEPHANIE J.



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BENDAVID MORAN  
ATTORNEYS AT LAW

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FAX: (702) 384-6568

1 SMITH, ESQ. of MORAN BRANDON BENDAVID MORAN, and hereby submits its  
2 Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time.

3 DATED this 2<sup>nd</sup> day of November, 2017.  
4  
5

6 **MORAN BRANDON BENDAVID MORAN**

7 /s/ Jeffery A. Bendavid.

8 JEFFERY A. BENDAVID, ESQ.

9 Nevada Bar No. 6220

10 STEPHANIE J. SMITH, ESQ.

11 Nevada Bar No. 11280

12 630 South 4<sup>th</sup> Street

13 Las Vegas, Nevada 89101

14 (702) 384-8424

15 Attorneys for Defendant, *Nevada Auto Dealership*  
16 *Investments and Corepointe Insurance*  
17  
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JOINT APPENDIX 645

1 **ORDER SHORTENING TIME**

2 This matter having come before this Court upon the Affidavit of Jeffery A.  
3 Bendavid, Esq. in Support of Order Shortening Time and the Court having reviewed all of  
4 the papers and pleadings on file herein, and for good cause shown, therefore;  
5

6 IT IS HEREBY ORDERED that DEFENDANT'S MOTION TO STRIKE  
7 FUGITIVE DOCUMENTS FILED BY PLAINTIFF shall be heard on Shortened Time, on  
8 the 9<sup>th</sup> day of November, at the hour of 10:30 a.m./p.m. in the above-entitled Court, or  
9 as soon thereafter as counsel may be heard. *and serve 4:30 PM*

10 IT IS FURTHER ORDERED that Plaintiff shall file an Opposition on or before the  
11 7<sup>th</sup> day of November, 2017; and Defendant shall file any Reply on or before  
12 the        day of                                 , 2017.  
13  
14

15 DATED this 9 day of Nov., 2017.  
16  
17  
18

19 Nancy L. Alf  
20 **DISTRICT COURT JUDGE**  
21  
22  
23  
24  
25  
26  
27  
28



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1 **AFFIDAVIT OF JEFFERY A. BENDAVID, ESQ. IN SUPPORT OF MOTION ON**  
2 **ORDER SHORTENING TIME**

3 COUNTY OF CLARK )  
4 ) ss:  
5 STATE OF NEVADA )

6 I, JEFFERY BENDAVID, ESQ., declare under penalty of perjury that matters set  
7 forth herein are true to the best of my knowledge.

8 1. Affiant is an attorney duly licensed to practice law within the State of  
9 Nevada, and counsel for Defendants, NEVADA AUTO DEALERSHIP INVESTMENTS,  
10 LLC and COREPOINTE INSURANCE in the above-captioned matter.

11 2. On October 18, 2017, Plaintiff's counsel, George West, Esq. requested and I  
12 granted him a one day extension to file his Opposition to Defendant's Motion for Summary  
13 Judgment on October 20, 2017. Mr. West represented he would file on that day, but also e-  
14 serve the documents on Friday, October 20, 2017. I agreed that I would be willing to  
15 stipulate to an increase in Plaintiff's page limit, but to contact me regarding his desired  
16 increase in page length. At that time, I did not know the number of additional pages that Mr.  
17 West desired to file, nor did we otherwise discuss it at that hearing.

18 3. On October 20, 2017, hours before his opposition was due to be filed, Mr.  
19 West emailed me stating that his opposition was 50 pages and requesting that I stipulate to  
20 allow him to extend his page limit from 30 to 50 pages, or he would file an Application with  
21 the Court. I agreed to stipulate to the 50 page limit increase only, so long as he consented to  
22 me filing a 30-page reply brief.

23 4. On October 20, 2017, the same day that Mr. West informed me his  
24 opposition was going to be 50 pages long, he served three separate pleadings, an Opposition  
25 to Defendant Sahara's Motion for Summary Judgment, Plaintiff's Response to Defendants'  
26



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28 BENDAVID MORAN  
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1 Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for  
2 Summary Judgment, and a Separate Statement of Undisputed Material Facts in Support of  
3 Plaintiff's Opposition to Defendants' Motion for Summary Judgment. These three  
4 documents total eight-nine (89) pages of opposition.  
5

6 5. On October 24, 2017, I called and emailed Mr. West in an attempt to confer  
7 about these multiple documents which supposedly all comprised his opposition, and  
8 comprised significantly more pages than he represented. *Attached hereto as Exhibit A- is a*  
9 *true and correct copy of the email chain.*  
10

11 6. Mr. West explained to me that he could not telephonically confer, because he  
12 was dealing with a family emergency, and requested that I send him an email detailing my  
13 issues with his proposed stipulation that permitted a 50 page total, minus exhibits,  
14 opposition. *Id.*

15 7. In consideration of his family emergency, I emailed Mr. West that I wished  
16 to confer about his "90" pages of briefing that he filed as opposed to the agreed upon 50  
17 pages, and requested that he call me the following day so that he could deal with his family  
18 emergency.  
19

20 8. Mr. West merely asserted that he "always" filed separate statements when he  
21 opposed motions for summary judgment for years, and that he would merely submit his ex  
22 parte application to the Court which he did later that same night. *Id.* To date Mr. West has  
23 refused to withdraw these separately filed statements.  
24

25 9. Now, Defendant is faced with attempting to sort through 89 pages of  
26 Plaintiff's filings, and attempt to fashion a reply within less than a week.  
27  
28



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

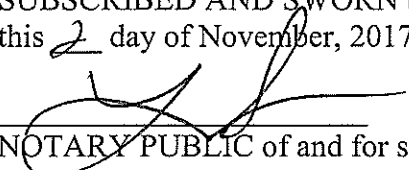
630 SOUTH 4TH STREET  
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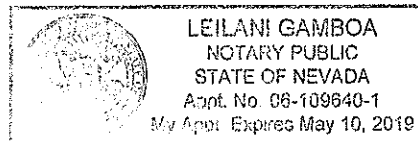
1           10.     The hearing is set for November 9, 2017, and there is good cause to hear  
2 Defendant's Motion to Strike Fugitive Documents on shortened time to determine what  
3 pleadings the Court is willing to consider and/or are actually permitted under the Nevada  
4 Rules of Civil Procedure and/or Eighth Judicial District Court Rules.  
5

6           **FURTHER AFFIANT SAYETH NAUGHT.**

7   
8 \_\_\_\_\_  
9 JEFFERY A. BENDAUID, ESQ.

10 SUBSCRIBED AND SWORN to before me  
11 this 2 day of November, 2017.

12   
13 \_\_\_\_\_  
14 NOTARY PUBLIC of and for said County and State  
15



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## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

Plaintiff DERRICK POOLE ("Plaintiff" and/or "Poole") filed two fugitive documents that are not permitted pursuant to the Nevada Rules of Civil Procedure or the Eighth Judicial District Court Rules. Defendant NEVADA AUTO DEALERSHIP INVESTMENTS LLC d/b/a SAHARA CHRYSLER JEEP DODGE RAM'S ("Sahara" and/or "Defendant") Motion for Summary Judgment ("MSJ") is now mired in Plaintiff's inadmissible pleadings, that are a clear ruse to subvert page limitations, which Plaintiff has already flaunted by filing a 54 page opposition, in addition to two inadmissible pleadings. These two other pleadings were purportedly filed "concurrently" and consist of a "response" to Defendant's Undisputed Material Facts, and also Plaintiff's own separate statement of "material facts" in support of his Opposition. *See Docket*. Plaintiff filed two fugitive documents, totaling **35 fugitive pages**, beyond the Opposition (that is, at a minimum, over 19 pages longer than the original limit) that are not exhibits. Plaintiff's response to Defendant's facts, and Plaintiff's purported facts are long enough to constitute their own motion, that still exceeds the page limit set forth in the local rules on their own.

Plaintiff's fugitive documents are not permissible and should be stricken from the docket and not considered by this Court, as they are in complete contravention to the Nevada Rules of Civil Procedure and the Eighth Judicial District Court Local Rules.

### II. FACTS

On October 2, 2017, Defendant timely filed its Motion for Summary Judgment with respect to all of Plaintiff's claims. *See generally, Docket*. Plaintiff's Opposition was due October 19, 2017. *Id.* On October 18, 2017, at the time for hearing on Defendant's Motion to Continue Trial, and Plaintiffs' Motion to Continue Hearing Dates on Defendants'



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1 Motions in Limine and Motion for Summary Judgment, Plaintiff's counsel orally requested  
2 an additional day to file his Opposition, and also for Defendant's counsel to stipulate to an  
3 increase in Plaintiff's permitted page limit. *See Declaration of Jeffery A. Bendavid, Esq.*  
4 (*"Bendavid Decl."*). Mr. Bendavid agreed he could have an additional day to file his  
5 opposition. *See Bendavid Decl.* At that time, Mr. Bendavid did not know the number of  
6 proposed extra pages for Plaintiff's Opposition to Motion for Summary Judgment, nor did  
7 he actually agree to extend the page limit. *Id.* Plaintiff's counsel did not reach out to confer  
8 about any proposed page increase later that same day or on Thursday, October 19, 2017. *Id.*

10 On October 20, 2017, Plaintiff's counsel emailed Defendant's counsel stating his  
11 "MSJ" was 50 pages long, and requesting Mr. Bendavid stipulate to that length or he would  
12 file an application with the Court. *See Plaintiff's Ex Parte Application, Exhibit 1 (labeled as*  
13 *a duplicate Exhibit 2).* Defendant's counsel responded to the email and indicated a 50-page  
14 Opposition was "ok", but requested a 30 page reply brief. *Id.* However, Plaintiff's counsel  
15 did not state that he was going to file 89 pages of briefing, excluding exhibits.

17 On Saturday, October 21, 2017 at approximately 6:58 p.m., Plaintiff's counsel  
18 emailed Defendant's counsel with a proposed stipulation to extend his page limit to 50 pages  
19 and to extend the Reply brief to 30 pages. *See Exhibit A.*

21 On Monday, October 23, 2017, it became apparent that Plaintiff filed far beyond the  
22 purported "50 page opposition" which he represented. *See Docket.* Instead, Plaintiff filed 89  
23 pages of opposition in three "concurrently" filed separate "opposition" pleadings. *Id.* On  
24 October 23, 2017, at 6:34 p.m. Plaintiff's counsel again emailed Defendant's counsel  
25 regarding the stipulation to increase the page limit to "50" pages. *See Exhibit A.*



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1 On Monday, Defendant's counsel was attempting to figure out the multitude of  
2 documents served and/or filed and emails addressing an errata and "an errata to the errata"  
3 filed and/or served by Plaintiff over the course of the weekend and that same day. *See*  
4 *Docket*. It was only on Monday, October 23, 2017 that Defendant's counsel was able to  
5 discern that Plaintiff's counsel had filed three separate pleadings totaling 89 pages that  
6 comprised Plaintiff's "opposition." From Friday, October 20<sup>th</sup> to Sunday, October 22, 2017,  
7 Plaintiff filed 89 pages of opposition, comprised of an Opposition, a Response to  
8 Defendant's Statement of Undisputed Material Facts, a Separate Statement of Undisputed  
9 Material Facts in support of his opposition, in addition to Exhibits, and then an officially  
10 filed Errata. *See Docket*.

13 On Tuesday, October 24, 2017, Plaintiff's counsel emailed Defendant's counsel  
14 again regarding a stipulation for a "50 page brief", entirely failing to mention the additional  
15 39 pages he filed, with his ultimatum that Defendant's counsel must sign the stipulation by  
16 10:00 a.m. the following day or he would file an *ex parte* application with the Court, the  
17 next day. *Id.* Defendant's counsel then attempted to call Plaintiff's counsel to confer about  
18 the 89 pages that were actually filed, as opposed to the proposed 50 pages. Plaintiff's  
19 counsel did not answer, so Defendant's counsel left a voicemail, and then emailed Plaintiff's  
20 counsel requesting that they discuss the proposed stipulation. *Id.* Plaintiff's counsel  
21 represented that he was dealing with a family emergency and could not discuss the  
22 stipulation, and for Defendant's counsel to send him an email with what he wanted to  
23 discuss. *Id.* Understanding that Mr. West was dealing with a family emergency, Defendant's  
24 counsel responded detailing the issue that instead of "50" pages, Plaintiff filed "90 pages of  
25 briefing", which was never agreed to by counsel. *Id.* Defendant's counsel then requested that  
26  
27  
28

1 Plaintiff's counsel call him tomorrow if he had the opportunity to discuss the stipulation so  
2 that Plaintiff's counsel could handle his personal emergency that night. *Id.*

3 Instead of actually conferring about the stipulation and proposed page limits,  
4 Plaintiff's counsel sent an email approximately 11 minutes later refusing to discuss it. *Id.*  
5 Plaintiff's counsel summarily disagreed with Defendant's counsel, and claimed, "No  
6 actually the rule states that were (sic) are supposed to file a response and we can also file a  
7 separate statement of undisputed facts and there's nothing in the rule that requires it to be  
8 part of the points and authorities." *Id.* Plaintiff's counsel went on to state, "I have always  
9 filed my separate statements separate... for years." *Id.* Plaintiff's counsel completely  
10 dismissed Defendant's counsel's attempt to actually confer regarding page limits, and  
11 declared the parties to be in "fundamental disagreement." *Id.* Plaintiff's counsel then filed  
12 his application later that same evening on October 24, 2017. *See Docket.* Defendant is now  
13 forced to bring this Motion to Strike due to Plaintiff's refusal to abide by NRCP or EDCR  
14 by filing an 89 page opposition.

### 15 III. ARGUMENT

#### 16 A. Plaintiff's Separate Statements Should Both be Stricken as They are in Direct 17 Contravention to NRCP 56.

18 N.R.C.P. 12(f) provides, in pertinent part, that:

19 Upon motion made by a party before responding to a pleading or...upon motion  
20 made by a party within 20 days after the service of the pleading upon the party  
21 or upon the court's own initiative at any time, the court may order stricken from  
22 any pleading any insufficient defense or any redundant, immaterial, impertinent,  
23 or scandalous matter.

24 Here, Plaintiff's filings of "Separate Statements" constitute rule violating  
25 fugitive documents, and are scandalous and impertinent on their face.  
26



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1 N.R.C.P. 56 (c), clearly provides, in pertinent part:

2 Motions for summary judgment and **responses thereto shall include a concise**  
3 **statement setting forth each fact material to the disposition of the motion**  
4 **which the party claims is or is not genuinely in issue**, citing the particular  
5 portions of any pleading, affidavit, deposition, interrogatory, answer,  
admission, or other evidence upon which the party relies (emphasis added)

6 Plaintiff's two "Separate Statements" both disputing Defendant's material facts, and  
7 providing Plaintiff's alleged "material" facts in support of his opposition do not constitute  
8 are clearly not included within Plaintiff's Opposition. Plaintiff's only argument that he  
9 should be permitted to file these two separate pleadings is because "[T]his is the way  
10 Plaintiff's counsel has always done it since the rule change to Rule 56 in 2010 requiring a  
11 separate statement to be filed when... opposing MSJ." *See Application*, ¶3. Filing 35 pages  
12 of "separate statements" of fact in support of his opposition is hardly a "concise statement".  
13 *See NRCP 56*.  
14

15  
16 Indeed, Plaintiff's counsel can cite to no rule of civil procedure, or local rule which  
17 permits him to have these two additional documents, in order to circumvent the page limit,  
18 and then again flaunt the 20 page extension which Defendant's counsel agreed to. Plaintiff  
19 appears to believe that there are unlimited pages to oppose a motion for summary judgment,  
20 and that no facts need be included in a memorandum of points and authorities.  
21

22 Plaintiff fails to provide any citation or legal authority in Nevada that permits him to  
23 file either of his two fugitive documents. As such, Plaintiff's impertinent and fugitive  
24 documents should be entirely stricken.  
25  
26  
27  
28

1 **B. Plaintiff's Separate Statements Should Both be Stricken as They are in Direct**  
2 **Contravention to EDCR 2.20.**

3 EDCR 2.20 (a), (c), (d),(e), (h) specifically provide for motions, (pretrial and post  
4 trial), Oppositions, joinders to either, and reply briefs. *See EDCR 2.20.* Nowhere in any  
5 Nevada rule does it state a party may file a separate statement of facts or a separate response  
6 to a party's statement of facts, separately from any motion or opposition. Plaintiff files two  
7 pleadings comprising an additional 35 pages, totaling 89 pages of opposition, which is not  
8 reasonable. *See Docket.* Plaintiff did not obtain leave from the Court to file such a lengthy  
9 brief, and certainly did not obtain permission to file three separate pleadings, two which  
10 solely address factual contentions of the parties. *Id.* Plaintiff's counsel did not seek a  
11 stipulation from Defendant's counsel, nor did Defendant's counsel agree to two additional  
12 pleadings filed on facts totaling 89 pages of an opposition brief.  
13

14 Defendant is significantly disadvantaged by having to address 89 pages with a reply  
15 brief, in particular, because the opposition continuously refers to and integrates facts  
16 asserted in the "separate statements." Plaintiff's "integration" by reference to his separate  
17 statement essentially permits him unlimited pages in which to set forth facts, evidence and  
18 argument. To permit Plaintiff to retain these two fugitive and impermissible documents, is  
19 prejudicial to Defendant, in its length, and makes it impracticable to formulate a cogent  
20 reply to all of it without Defendant then ignoring all rules. Additionally, Plaintiff's filings do  
21 not comport with any actual Nevada rule. NRCP 56(c) makes it clear that Plaintiff's  
22 response "shall include a concise statement..." in his actual opposition brief, not a separate  
23 pleading. As such, both of the fugitive documents should be stricken entirely.  
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DATED this 2<sup>nd</sup> day of November, 2017.

/s/: Jeffery A. Bendavid, Esq.

Nevada Bar No. 6220

Nevada Bar No. 11280

630 South 4th Street

Las Vegas, NV 89101

Attorney for Nevada Auto Dealership Investments LLC and  
Corepointe Insurance



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# Exhibit “A”

## Stephanie Smith

---

**From:** Jeffery Bendavid  
**Sent:** Wednesday, October 25, 2017 1:22 PM  
**To:** Stephanie Smith  
**Subject:** FW: Stip on MSJ

Here is the whole chain.

**From:** George West [mailto:gowesq@cox.net]  
**Sent:** Tuesday, October 24, 2017 5:01 PM  
**To:** Jeffery Bendavid <J.Bendavid@moranlawfirm.com>  
**Cc:** Craig Friedberg <attcbf@cox.net>  
**Subject:** Re: Stip on MSJ

Jeff thanks for the email waiting for the transfer over to the hospital. That said I disagree with your assessment. No actually the rule states that we are supposed to file a response and we can also file a separate statement of undisputed facts and there's nothing in the rule that requires it to be part of the points and authorities. In other words we are not limited to the "undisputed facts" you choose in the case because you left a lot of undisputed material facts out. I have always filed my separate statements separate when I moving or opposing MSJ for years. The fact that you don't do it that way does not mean that that's not right. Sell duct up on an anti-stomach It makes it much easier for the court as well. So I disagree with your assessment that my points in the authorities are in excess of the stated 49 pages. The first five pages are the caption page and table contents and list of exhibits. I appreciate your concern with respect to my wife's situation but apparently were not going to be able to work this out given where you're at and are fundamental disagreement of what constitutes a point authorities for purposes of the page limit. So I'll go ahead and just file an ex parte application you can file one and will just let the court decide.

Sent from my iPhone 6 Plus

Please forgive any typos or bad voice recognition

George O. West III, Esq  
**Consumer Attorneys Against Auto Fraud**  
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[www.nevadasautofraudattorney.com](http://www.nevadasautofraudattorney.com)  
(702) 664-1168  
(702) 664-0459 (Fax)

On Oct 24, 2017, at 4:50 PM, Jeffery Bendavid <[J.Bendavid@moranlawfirm.com](mailto:J.Bendavid@moranlawfirm.com)> wrote:

Hi George. Sorry to hear that, I hope all goes well. No problem then on a call back. On the stip, you ask for a 50 page brief, but your actual brief is much longer. First, the brief is 54 pages, not 49. In addition, you filed two separate statements related to undisputed facts. The rule requires those to be "included" in the brief, not filed separately. Essentially, you have filed 90 pages of briefing. That was never agreed too. I can make the changes and propose something back. However, I can see you are tied up right now and have very important personally issues that you are dealing with. I will send you a draft back, and we can go from there or Craig and I can deal with it while you handle issues with your wife.

Again George, hope all goes well. If you have time tomorrow and things are better, give me a call. Thanks. Talk to you soon.

Jeff Bendavid

**From:** George West [<mailto:gowesq@cox.net>]  
**Sent:** Tuesday, October 24, 2017 4:31 PM  
**To:** Jeffery Bendavid <[J.Bendavid@moranlawfirm.com](mailto:J.Bendavid@moranlawfirm.com)>  
**Cc:** Craig Friedberg <[attcbf@cox.net](mailto:attcbf@cox.net)>  
**Subject:** Re: Stip on MSJ

Jeff what is the issue with the stip just tell me if you want to make changes just go ahead and make them. My wife is in the emergency room right now really don't have any time to deal with this and she's getting it admitted to the hospital for possible surgery. That said if you want to make changes to the stip make them and I will look at them but obviously time is of the essence so let me know what issues you have with the stip or make changes and send it back to me to look at it otherwise I just need to file my ex parte. Stipulation Embodies what we agreed to and discussed so I really don't know what there is to talk about but send me an email if you want to tell me in more specifics. Please be specific as to what your issues are or what you want to discuss

Sent from my iPhone 6 Plus

Please forgive any typos or bad voice recognition

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(702) 664-1168  
(702) 664-0459 (Fax)

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

DERRICK POOLE,

Appellant,

Supreme Court Case No: 74808

v

District Court Case No.:  
A-16-737120-C

NEVADA AUTO DEALERSHIP  
INVESTMENTS LLC a Nevada  
Limited Liability Company d/b/a  
SAHARA CHRYSLER, JEEP,  
DODGE, and COREPOINTE  
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.  
The Honorable Nancy Alff, District Court Judge

---

**APPELLANT'S APPENDIX VOLUME 3**

---

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Attorneys for Appellant Derrick Poole

### Appendix Alphabetical Index

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4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
1	8/16/17	Defendants' Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants' Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
5	12/19/17	Defendant's Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
1	5/15/17	First Amended Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	016-033
7	3/28/18	Judgment	1404-1405
4	12/8/17	Motion to Retax and Settle Costs	855-865
5	12/23/17	Notice of Appeal	1009-1011
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
7	3/28/18	Notice of Entry of Judgment	1406-1409
6-7	3/20/18	Notice of Entry of Order (On Defendants' Motion For Attorney's Fees and Costs and Plaintiff's Motion to Retax and Settle Costs	1398-1403
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643

4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
6	3/9/18	Order Granting, in Part, Defendants' Motion for Fees and Costs and Order Granting, in Part, Plaintiff's Motion to Retax Costs	1394-1397
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avillini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
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1	5/15/17	First Amended Complaint for Damages and Equitable and Declaratory a Demand for Jury Trial	016-033
1	8/16/17	Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
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4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
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7	3/28/18	Judgment	1404-1405
7	3/28/18	Notice of Entry of Judgment	1406-1409



## 2013 RAM 1500

\$28,300

AT Car ID: AT-1839310F

### Dealer Information

#### Private Seller

217-569-4145

Normal, IL 61761

Distance from ZIP 89147: 1,451 miles

### Car Details



Mileage	29,000
Exterior Color	Gray
Interior Color	Black
Body Style	Truck
Doors	Four Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive
VIN	1C6RR7GT1DS640063

### Options Installed

- Backup Camera
- Bluetooth Hands-Free
- Cruise Control
- Keyless Entry
- Multi-zone Climate Control
- Portable Audio Connection
- Power Locks
- Power Windows
- Premium Audio
- Premium Wheels
- Security System
- Steering Wheel Controls
- Trailer Hitch

### Comments

2013 Ram 1500-Big Horn Quad Cab 4x4 Extra's include Snap-in Ram bed liner- Ziebart rust proof under coating. Also black anodized aluminum side steps. Window rain guards & front bug shield. Includes: 4WD, V8, HEMI, Dual Climate Control, Power Sliding Rear Window, SiriusXM, UConnect, Power Driver Seat and Bed Liner. Original owner, All scheduled maintenance completed with Dodge dealership with all records available. No accidents and non-smoker. Still under factory warranty! Don't miss your chance to own this amazing Big Horn Truck and be confident in knowing you made a good choice. Private seller ready to sell TODAY!

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NEWLY LISTED

**2013 RAM 1500****\$27,981**

AT Car ID: AT-1B3A2907

**Dealer Information****Crown Acura**

3908 West Wendover Avenue  
Greensboro, NC 27407  
Distance from ZIP 89147: 1,965 miles

Contact: Travis Johnson  
1-844-874-2459

**Car Details**

Mileage	51,079
Exterior Color	Slv/Silver
Body Style	Truck
Doors	Four Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive - rear
Stock No.	DS539673
VIN	1C6RR7LT8DS539673

**Comments**

This 2013 Ram 1500 Big Horn is offered to you for sale by Crown Acura Greensboro. Handle any terrain with ease thanks to this grippy 4WD. Whether you're on a slick pavement or exploring the back country, you'll be able to do it with confidence. A Ram with as few miles as this one is a rare find. This Ram 1500 Big Horn was gently driven and it shows. More information about the 2013 Ram 1500: The Ram 1500 already offered truck buyers a whole host of reasons to consider it, with power Hemi V8 availability, coilover rear suspension and innovative storage solutions, but with some very effective upgrades in key areas -- namely increased chassis strength, improved base engine power and efficiency, and more intuitive interior ergonomics -- the new Ram raises the bar for full-size trucks. This model sets itself apart with user-friendly cabins, ample available V8 power with improved V6, Multiple model configurations to suit all needs, increased fuel efficiency, and Ram-Box bed-side storage

**Why buy from me?**

Our dealership is one of the premier dealerships in the country. Our commitment to customer service is second to none. We offer one of the most comprehensive parts and service department in the automotive industry. Our primary concern is the satisfaction of our customers. Our online dealership was created to enhance the buying experience for each and every one of our internet customers.

**Disclaimer**


## Exhibit 7


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## IT'S YOUR TURN

FIND YOUR LEXUS





0.9% APR\*

ON ALL CPO MODELS

(\*) View Disclosure

NOW THROUGH JULY 9

Popular at KBB.com

[Top Certified Pre-Owned Cars](#)

[Home](#) > [Certified Pre-Owned](#) > What To Look (and Lookout) For In A CPO Program

## What To Look (and Lookout) For In A CPO Program

When checking out some of the [CPO cars for sale](#) available, here are some tips to insure your own peace-of-mind in the transaction:

### Tip #1: Inspect the points of the inspection

Each program can boast well over a hundred points of inspection. It is safe to assume that the vehicle has been refurbished in these areas if it passed the inspection through to certification. The key to looking at these points is in identifying the major fixes that would have otherwise cost you a bundle. Remember, many of these points would be covered in a tune up, detailing or might even be part of a state safety inspection required for all used cars sold by dealers.

#### Key inspection points:

VIN Inspection (emissions, service & recall, VIN code issues, etc.)  
 Road Testing (automatic transmission shift points/slippage, drive axle; clutch; steering; brakes/ABS, gauge operation)  
 Body Exterior (frame damage, accident repair)  
 Interior (airbag, dash light operation, smoker car?)  
 Powertrain (fluid leakages, water in oil, cylinder compression reading, timing belt)  
 Fuel System (fuel pump, fuel lines, oil pressure)  
 Suspension/Steering (control arms, ball joints, tie rods, tire wear, alignment)  
 Brakes (calipers/cylinders, rotor, hydraulics, etc.)

### Tip #2: Get the warranty the vehicle warrants

Each Certified Pre-Owned program offers a specific, non-negotiable warranty. When reviewing the warranties offered, research whether the particular model has a history of maintenance issues or transmission failures and make a judgment call from that perspective. If the brand of the vehicle is known for quality and low maintenance, it might justify a shorter warranty.

Most programs offer an extended warranty beyond the CPO warranty, but each program differs in cost and features. You also may want to research whether the vehicle still has any of the original warranty left on it -- this will only add to the length of the warranty overall.

### Tip #3: Look for special incentives and finance deals

One of the most unique features of Certified Pre-Owned vehicles is that finance and lease deals are being extended to a used vehicle - which was virtually unheard of in the past.

## CPO Program Details

Not all CPO programs are created equal. How does the one you're considering stack up?

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[View All Certified Pre-Owned Programs](#)

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 Model

[Get CPO Value](#)

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## **Exhibit 8**

1 SEDGWICK, DETERT, MORAN & ARNOLD  
2 LANE J. ASHLEY Bar No.: 73296  
3 KATHLEEN CASWELL VANCE Bar No.: 130710  
4 801 S. Figueroa Street, 18th Floor  
5 Los Angeles, California 90017-5556  
6 Telephone: (213) 426-6900 .

7 Attorneys for Defendant  
8 20TH CENTURY INSURANCE COMPANY  
9  
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**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 20 1996

JOHN A. CLARKE, CLERK  
BY J.A. MALONE, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

11 DEVERY HOLMES, ) CASE NO. LC027424  
12 Plaintiff, ) JUDGMENT  
13 v. )  
14 20TH CENTURY INSURANCE COMPANY )  
15 and DOES 1 through 100, )  
16 inclusive, )  
17 Defendants. )

18 20th Century Insurance Company (defendant); and Devery Holmes  
19 (plaintiff) have stipulated that an injunction be entered in this  
20 case requiring the following conduct as respects pending or future  
21 third-party claims for diminution in value of damaged vehicles:

22 1. 20th Century acknowledges that, under California law,  
23 diminished value of damaged vehicles is a recoverable item of  
24 damage for which an at fault party may be held liable.

25 2. The diminished value referred to in paragraph 1 is  
26 measured by the difference in market value of a vehicle immediately  
27 before the accident damage and immediately after the accident  
28 damage has been repaired.

1        3.    20th Century's automobile liability policies cover third-  
2 party claims against its at fault insureds for diminished value of  
3 damaged vehicles subject to the policy terms.

4        4.    Third-party diminished value claims will be adjusted by  
5 20th Century on a case-by-case basis in compliance with applicable  
6 law. Payment of such claims will not be refused or reduced on the  
7 grounds:

8            a.    that they are "by nature too speculative";

9            b.    that the claim is worth less if the claimant  
10 continues to drive the vehicle after the accident; and

11           c.    that vehicles cannot diminish in value if they are  
12 properly repaired.

13        5.    In adjusting diminished value claims, 20th Century will  
14 consider the opinions of qualified experts as proof of diminished  
15 value but may reasonably dispute the qualifications of said experts  
16 or the substance of their opinions.

17        6.    20th Century will instruct its claim representatives  
18 concerning the principles referenced in paragraphs 1-5. This  
19 instruction will include circulation of a memorandum stating the  
20 principles referenced in paragraphs 1-5.

21        7.    20th Century's representations to third-party claimants  
22 will be consistent with the principles referenced in  
23 paragraphs 1-5.

24        8.    This stipulation does not acknowledge or imply any past  
25 misconduct, error or omission by 20th Century.

26        Pursuant to stipulation, Plaintiff Devery Holmes shall have  
27 judgment against defendant 20th Century Insurance Company in the  
28 amount of \$20,000.

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Each party shall bear its own costs.

APPROVED AS TO FORM AND CONTENT:

DATED: October 22, 1996 SEDGWICK, DETERT, MORAN & ARNOLD

By [Signature]  
Lane J. Ashley  
Kathleen Caswell Vance  
Attorneys for Defendant  
20TH CENTURY INSURANCE COMPANY

Dated October 13, 1996  
DATED: October 22, 1996 By [Signature]  
Devery Holmes  
MAZURSKY, SCHWARTZ & ANGELO

By [Signature]  
Debra J. Wegman  
Attorneys for Plaintiff  
DEVERY HOLMES

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: NOV 20 1996  
[Signature]  
JUDGE OF THE SUPERIOR COURT  
Ok.  
J

## Exhibit 9

## DIMINUTION IN VALUE IS A RECOVERABLE ELEMENT OF TORT DAMAGES

By Russell Kerr

Under California law the appropriate measure of tort damages is that which will make the plaintiff whole. "In tort actions, damages are normally awarded for the purpose of compensating the plaintiff for the injury suffered, i.e., restoring him as nearly as possible to his former position, or giving him some pecuniary equivalent." B.E. WITKIN, [SUMMARY OF CALIFORNIA LAW](#), vol. 6, Torts, section 1319, at p. 776 (1988). Also see Civil Code section 3333.

Only a few cases in California address tort diminution in value, but they all plainly hold that it is a compensable element of damages when repair does not restore the pre-accident value of damaged property. Because substantial damages to automobiles nearly always diminish their resale value even if they are repaired as fully as possible, diminution in value damages are nearly always appropriate in such cases.

The case most directly on point -- which defendant's attorneys chose not to cite -- is [Byrne v. Western Pipe and Steel Co.](#), 81 Cal. App. 270 (1927). In *Byrne*, the defendant negligently collided with the plaintiff's vehicle, causing substantial damage to it. As would be the case in most accidents causing substantial damage to an automobile, even after the vehicle was repaired its "value . . . was much less than its value before the injury." *Id.* at 273. Because of this the court held that paying the cost of repair was not sufficient. Rather, the court required the defendant also to pay the difference in the vehicle's value before the accident and after it was repaired. *Id.*

[Merchant Shippers Ass'n v. Kellogg Express & Draying Co.](#), 28 Cal. 2d 594 (1946) also strongly supports the plaintiffs position. Although, unlike the *Byrne* case, *Merchant Shippers* does not involve automobiles, it confirms the availability of diminution in value damages when personal property cannot be restored to its pre-injury value through repairs. In *Merchant Shippers*, the defendant negligently damaged the plaintiff's new machine. Although the machine was repaired, the California Supreme Court awarded diminution in value damages in addition to the costs of repair. *Id.* at 602. The court reasoned that, even if completely overhauled and returned to precise working order, the machine "would nevertheless remain a secondhand machine on the market." *Id.* at 601. Similarly, automobiles sustaining substantial damages are considered "secondhand" even if fully repaired, and diminish in value.

The *Merchant Shippers* court directly addressed and rejected the contention that repair alone is sufficient when property diminishes in market value due to negligently inflicted damage. It noted that:

The rule urged by defendant, which limits the recovery to the cost of repairs, is applicable only in those cases in which the injured property can be entirely repaired [citation omitted]. This latter rule presupposes that the damaged property can be restored to its former state [with no depreciation in its former value](#).

*Id.* at 600 (emphasis added).

Witkin uses the *Merchant Shippers* case in a context that illustrates the appropriateness of diminution in value damages in cases involving products that substantially lower in resale value (such as automobiles) when they have been damaged. He explains that cost of repair is not sufficient when the repair does not restore the original value of the property:

Ordinarily, a plaintiff who elects to [repair](#) cannot recover both the cost of repairs and the depreciation in value: this is on the supposition that the repairs have restored the original value. But if this is not so, the requirement of election does not apply. Thus, in [Merchant Shippers Ass'n v. Kellogg Express & Draying Co.](#), [citation], new precision machinery was damaged. The evidence showed that though repairs would put it in working order, it would be considered "secondhand" and would be difficult to sell in a limited market. *Held*, it was proper to award not only the cost of repairs, but the difference between its value before the injury and after the repairs were made.

B.E. WITKIN, [SUMMARY OF CALIFORNIA LAW](#), vol. 6, Torts, section 1450 at p. 926 (1988) (emphasis in original).

The automobile resale market is particularly susceptible to diminution in value when a vehicle has sustained substantial damage. This is in part because some damages to automobiles are not readily ascertainable, and purchasers in the resale market fear that a vehicle that has sustained substantial damages will manifest further problems later. See [Rosenfield v. Choberka](#), 529 N.Y.S.2d 455(1988), (attached as Exhibit A to Cupp Declaration filed concurrently herewith). Further, many damages to automobiles, particularly a "bent frame" such as sustained in the Saxer case discussed above, are perceived as impervious to satisfactory repair. Thus, every consumer knows that an automobile is worth substantially less if it is involved in a significant accident and repaired.

In some cases no significant diminution in value results from an automobile accident. This is likely the case when the damage to the vehicle is slight or when the vehicle was in bad condition prior to the accident. In such cases diminution in value damages are not appropriate. But 20TH CENTURY contends that diminution in value damages are never appropriate when an automobile has been repaired. See Cupp Declaration, filed concurrently herewith, at Paragraph 2. It contends never to have paid damages for diminution in value caused by its insured's negligence. Id. Most of the time significant diminution in value results when a vehicle is substantially damaged, and 20TH CENTURY should be enjoined from its unfair and unlawful practice of routinely denying such claims.

Numerous jurisdictions agree that diminution in value is appropriate in cases involving substantial damages to automobiles. A fairly recent example of such a holding is the New York case of [Rosenfield v. Choberka](#), 529 N.Y.S.2d 455(1988). In [Rosenfield](#) the defendant negligently collided with plaintiff's automobile, damaging it. The plaintiff learned that even if 'her vehicle were fully repaired it would substantially diminish in value, and thus sought such damages in addition to repair costs. Id. at 456.

In requiring negligent defendants to pay diminution in value for substantially damaged automobiles the court noted that to hold otherwise would violate the "basic principle of tort law" that a negligently injured party should, insofar as is possible, be made whole. Id. at 458. The court explained that when an automobile has been involved in a major collision additional damage may only come to light after extended use of the vehicle. Id. at 456. Automobiles have evolved into "an intricate combination of mechanical, electrical and electronic components, operated on modern highways at speeds unimagined fifty years ago." Id. at 457-58. For this reason visible damage and repair cannot serve as the basis for providing complete recovery. Id.

In addition, the court noted that it is "accepted practice to disclose to prospective buyers whether a car had been substantially damaged and repaired; that in any event . . . such would be readily apparent on inspection by an experienced mechanic." Id. Thus, even a damaged automobile that is fully repaired diminishes in value. Id. at 457. In light of California law, agreed with and explained by other jurisdictions as shown in [Rosenfield](#), 20TH Century's contention that diminution in value is not a recoverable element of damages is unconscionable.

Defendant's argument that diminution in value damages are too speculative is best answered by noting that California has already approved such damages in [Byrne](#) and [Merchant Shippers](#). As discussed above, [Byrne](#) even involved the same product -- automobiles -- and the court had no difficulty ascertaining damages in accordance with the evidence presented. In that case the court directly answered 20TH Century's question regarding when diminution in value is to be measured. It held that when diminution in value occurs it should be calculated as "the difference between [the property's] value before the injury and its value after repairs have been made." [Byrne](#), 91 Cal App. At 274. [Merchant Shippers](#) applied the same standard, quoting the passage from [Byrne](#) noted above. [Merchant Shippers](#), 28 Cal. 2d at 600. No legitimate issue exists regarding whether damages in diminution in value cases are speculative.

Defendant's reliance upon [California Shoppers Inc. v. Royal Globe Ins. Co.](#), 175 Cal. App. 3d 1 (1985) is badly misplaced. [California Shoppers](#) involved business lost profits. Ascertaining a business' lost profits is much more speculative than determining diminution of value in tangible items such as automobiles. A business may lose profits for an infinite variety of reasons, such as the ability of the business, managers or market conditions. Further, projecting future profit is extremely difficult.

Such problems do not arise with tangible items such as automobiles. With automobiles diminution in value damages are easily ascertained through expert testimony and other evidence as to what the vehicle was worth on the resale market immediately before and immediately after the accident. See 18 American Jurisprudence Proof of Facts, Motor Vehicle Damages, Sections 5-8 (1992) (attached as exhibit B to Cupp Declaration, filed concurrently herewith). Factors defendant points to such as the age of the vehicle, mileage, and wear and tear are easily considered in making this evaluation.

Below are special jury instructions associated with the three cases listed below the special instructions.

**SPECIAL INSTRUCTION NO. 1**  
**BAJI 14.20 E (amended)**

If repairs have been made but the property cannot be **or is not restored to its pre-accident value**, the measure of damages is the difference in the fair market value immediately before the accident and its fair market value after repairs have been made plus the reasonable cost of making the repairs.

Rosenfield V. Choberka (1988) 529 N.Y.S.2d 455, 458

Merchant Shippers Assn. V. Kellogg Express & Draying Co., (1946) 28 Cal. 2d 594

Byrne v. Western Pipe and Steel Co. (1927) 81 Cal. App. 270.

## **Exhibit 10**

# **ROCCO J. AVELLINI** **CURRICULUM VITAE**

TOLL FREE 800 762-2671 - LOCAL 702 463-7743  
 EMAIL rocco @wreckcheckcarscan.com - www.wreckcheckcarscan.com

## **POSITION:**

AUTOMOTIVE INSPECTOR SPECIALIZING IN POST REPAIR INSPECTIONS, DIMINISHED VALUE ASSESSMENTS, IMPROPER COLLISION REPAIRS, TOTAL LOSS EVALUATIONS, USED CAR CERTIFICATION, COLLISION REPAIR CERTIFICATION, 3-D VEHICLE DIMENSIONING, DEALER FRAUD AND COLLISION MONITORING.

<b><i>EXPERIENCE</i></b>	
AUTO COLLISION & FRAME TECHNICIAN 1. REPAIRED COLLISION DAMAGED VEHICLES	1969 – 1973
COLLISION REPAIR FACILITY MANAGER/ESTIMATOR 1. SUPERVISED THE DAILY FUNCTIONS OF VERRAZANO COLLISION CENTER 2. DUTIES INCLUDED: <ul style="list-style-type: none"> <li>• PREPARING ESTIMATES</li> <li>• ORDERING PARTS &amp; SUPPLIES</li> <li>• QUALITY CONTROL</li> <li>• PAYROLL</li> </ul>	1973 – 1976
TOW TRUCK DRIVER & OWNER 1. TOWING COLLISION DAMAGED VEHICLES 2. TOWING CONSUMER RELATED VEHICLES 3. MANAGED & SERVICED ACCOUNT'S <ul style="list-style-type: none"> <li>• DEALERSHIPS</li> <li>• INSURANCE COMPANIES</li> <li>• ROAD ASSISTANCE PROGRAMS</li> <li>• SALVAGE YARDS</li> </ul>	1974 – 1976
AUTOMOBILE SALVAGE – MANAGER 1. SUPERVISED A TOTAL OF 10 – 15 YARDMAN, DRIVERS AND OFFICE SUPPORT STAFF. 2. DISMANTLING VEHICLES AND STOCKING PARTS. 3. INSPECTIONS AND EVALUATING VEHICLES FOR INSURANCE COMPANIES. 4. MARKETING TO COLLISION REPAIR FACILITIES AND INSURANCE COMPANIES.	1976 – 1980
SUPERVISOR, INDEPENDENT AUTOMOBILE APPRAISERS [INSURANCE] 1. SUPERVISED 9 – 15 INDEPENDENT APPRAISER 2. PREPARED ESTIMATES FOR COLLISION DAMAGED VEHICLES, TOTAL LOSS ASSESSMENTS CLASSIC CAR APPRAISALS.	1980 – 1982
ADJUSTER, HEAVY EQUIPMENT [INSURANCE] 1. INSPECTED, PREPARED ESTIMATE & SETTLED CLAIMS FOR MOTOR HOMES & WATER CRAFT, TRUCKS & TRAILERS	1982 – 1984
NATIONAL PROPERTY DAMAGE RE-INSPECTOR [INSURANCE] 1. SUPERVISED 8 REGIONAL OFFICES WITH APPROXIMATELY 100 PROPERTY DAMAGE ADJUSTORS. 2. CONDUCTED A NATIONAL RE-INSPECTION PROGRAM FOR THE 390 INDEPENDENT APPRAISAL COMPANIES. 3. CONDUCTED OPEN & CLOSED FILE AUDITS AT OUR REGIONAL OFFICES. 4. SUPERVISED OUR DIRECT REPAIR PROGRAM FACILITIES FOR VEHICLE REPAIRS .	1984 – 1987
REGIONAL PROPERTY MANAGER [INSURANCE] 1. SAME AS ABOVE ON A REGIONAL LEVEL 2. \$150,000.00 SIGNING AUTHORITY.	1987 – 1988

<p>USED CAR DEALER/PARKER AUTO SALES [PARTNER]</p> <ol style="list-style-type: none"> <li>1. PURCHASED USED VEHICLES AT AUCTION</li> <li>2. INSPECTED VEHICLE FOR PRIOR COLLISION DAMAGE &amp; MECHANICAL ISSUES</li> <li>3. DETAILED VEHICLE FOR SHOW &amp; DELIVERY TO PURCHASER</li> <li>4. PERFORMED SAFETY INSPECTIONS ON VEHICLES</li> </ol>	1994 – 1997
<p>VEHICLE RESTORATION [ROCCO'S SPORTS CAR EMPORIUM]</p> <ol style="list-style-type: none"> <li>1. RESTORED &amp; REPAIRED EXOTIC VEHICLES &amp; MUSCLE CARS <ul style="list-style-type: none"> <li>• EXTERIOR PANELS</li> <li>• COMPLETE REFINISH</li> <li>• INTERIORS</li> <li>• MECHANICAL</li> <li>• UNIBODY &amp; FRAMES REPAIRS</li> </ul> </li> </ol>	1988 - 1991
<p>COLLISION &amp; MECHANICAL REPAIR FACILITY OWNER [ROCCO'S COLLISION CENTER]</p> <ol style="list-style-type: none"> <li>1. REPAIRED COLLISION DAMAGED</li> <li>2. COMPLETE MECHANICAL REPAIRS TO INCLUDE <ul style="list-style-type: none"> <li>• THE COLLISION DAMAGED VEHICLE</li> <li>• COMPLETE MECHANICAL REPAIRS &amp; MAINTENANCE TO THE GENERAL PUBLIC</li> </ul> </li> <li>3. WHEEL &amp; TIRE SALES</li> <li>4. AUTO &amp; TRUCK ACCESSORIES</li> <li>5. CUSTOM PAINT</li> <li>6. BETA REPAIR FACILITY FOR PPG PAINT COMPANY <ul style="list-style-type: none"> <li>• TESTED INDUSTRY RELATED COMPUTER SYSTEMS FOR PAINT USAGE, MIXING &amp; VOC COMPLIANCE.</li> <li>• TESTED NEW PAINT LINES – I.E. WATER BASED PAINTS</li> <li>• TESTED NEW PRIMERS, CORROSION PROTECTION PRODUCTS</li> <li>• TESTED ABRASIVES USED AFTER THE PAINTING PROCESS WAS COMPLETED – I.E. COMPOUNDS, BUFFING PADS, SAND PAPER AND CLEANING /DETAILING PRODUCTS.</li> </ul> </li> <li>7. U-HAUL RENTAL LOCATION AND TRAILER HITCH INSTALLATION</li> </ol>	1991 – 2002
<p>POST REPAIR INSPECTOR/WRECK CHECK CONSUMER PROTECTION FACILITY</p> <ol style="list-style-type: none"> <li>1. PREPARED DIMINISHED VALUE ASSESSMENTS.</li> <li>2. POST REPAIR INSPECTIONS.</li> <li>3. RE-REPAIRED PREVIOUSLY COLLISION DAMAGED VEHICLE THAT WERE REPAIRED INCORRECTLY.</li> </ol>	1993 – 2002
<p>CONSULTANT, MONTEBELLO HOUSING DEVELOPMENT CORP. DIRECTOR OF OPERATIONS.</p> <ol style="list-style-type: none"> <li>1. SUPERVISED 10 OFFICE PERSONAL.</li> <li>2. INSTALLED AND MAINTAINED NETWORK COMPUTER SYSTEM AND INSTALLED AND SUPPORTED SOFTWARE.</li> <li>3. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT.</li> <li>4. IMPLEMENTED MARKETING PROGRAM FOR MONTEBELLO RESIDENCE.</li> </ol>	2002 - 2003
<p>POST REPAIR INSPECTOR/COLLISION REPAIR CONSULTING-WRECK CHECK, OWNER.</p> <ol style="list-style-type: none"> <li>1. REVISED &amp; IMPLEMENTED INDUSTRY LEADING DIMINISHED VALUE SOFTWARE TO WCCSC LICENSEES</li> <li>2. POST REPAIR INSPECTIONS</li> <li>3. TOTAL LOSS EVALUATIONS</li> <li>4. COLLISION MONITORING</li> <li>5. PRE &amp; POST PURCHASE INSPECTIONS</li> </ol>	1996 – 2006
<p>POST REPAIR INSPECTOR/WRECK CHECK CAR SCAN CENTER, OWNER</p> <ol style="list-style-type: none"> <li>1. REVISED &amp; IMPLEMENTED INDUSTRY LEADING DIMINISHED VALUE SOFTWARE TO WCCSC LICENSEES</li> <li>2. POST REPAIR INSPECTIONS</li> <li>3. TOTAL LOSS EVALUATIONS</li> <li>4. COLLISION MONITORING</li> <li>5. PRE &amp; POST PURCHASE INSPECTIONS</li> </ol>	1998 – PRESENT

CONSULTANT/DESERT AUTO GROUP COLLISION CENTER 1. COLLISION DAMAGE ESTIMATE FOR 5 VEHICLE BRANDS 2. TRAINING ESTIMATORS	10/05 – 12/05
CONSULTANT/CITY OF HERCULES AFFORDABLE HOUSING PROGRAM 1. SUPERVISED 5 OFFICE PERSONAL. 2. INSTALLED AND MAINTAINED NETWORK COMPUTER SYSTEM AND INSTALLED AND SUPPORTED SOFTWARE. 3. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT. 4. IMPLEMENTED MARKETING PROGRAM FOR HERCULES RESIDENCE.	1/06 – 12/06
CONSULTANT/RISING PHOENIX BUILDING AND DEVELOPMENT 1. SUPERVISED ACCOUNTING AND BOOKKEEPING DEPARTMENT. 2. DEVELOPED ACCOUNTING PROCEDURES. 3. CREATED WORK FLOW PROCEDURES FOR A/P & A/R	3/07 – 9/07
CONSULTANT/UPDATE AUTO COLLISION 1. TRAINED COLLISION DAMAGE ESTIMATORS 2. IMPLEMENTED WORK FLOW PROGRAMS 3. MANAGED OFFICE AND TECHNICIANS	11/07 – 2/08 11/11 – PRESENT
PALMORE APPRAISAL OF NEVADA [PARTNER] 1. PREPARED ESTIMATES AND TOTAL LOSS EVALUATIONS FOR INSURANCE CARRIERS	1/07 – 10/08

#### ***TRAINING & CERTIFICATION:***

LEXUS	COLLISION REPAIR & REFINISH
CALIFORNIA	LICENSED AIR CONDITION TECHNICIAN
NEW YORK	LICENSED WELDER
I-CAR	8 PART & ELECTRONIC
BEAR	WHEEL ALIGNMENT EQUIPMENT 5 DAY COURSE
BEAR	ENGINE ANALYZER 5 DAY COURSE
ADP	COMPUTERIZED ESTIMATING
CAR-O-LINER	UNI-BODY & FRAME 3 DAY COURSE
ARN	COLLISION SAFETY INSTITUTE – 28 HOUR CRASH CONFERENCE COURSE 2005
KANSAS JACK	HEAVY EQUIPMENT FRAME & STRUCTURE COLLISION CORRECTION TRAINING/BUS, TRAINS, LARGE TRUCKS/MAY 2012

#### ***INSURANCE***

MULTIPLE INSURANCE COMPANIES	INDEPENDENT AUTOMOBILE APPRAISERS	1980 - 1982
EMPIRE MUTUAL INSURANCE	HEAVY EQUIPMENT ADJUSTER	1982 – 1984
HERTZ CLAIMS MANAGEMENT	NATIONAL PROPERTY RE-INSPECTOR	1984 – 1987
HERTZ CLAIMS MANAGEMENT	REGIONAL PROPERTY MANAGER	1987 - 1988
AMERIPRISE INSURANCE	AUTOMOBILE APPRAISER	1/07 – 10/08
HARLEYSVILLE INSURANCE GROUP	CA. MANDATED RE-INSPECTION PROGRAM	6/03 – 12/04

#### ***MEMBERSHIPS AND ASSOCIATIONS***

BOARD MEMBER-HAWAIIAN GARDENS FAMILY & YOUTH DEVELOPMENT	1993 – 1995
PRESIDENT, HAWAIIAN GARDENS BUSINESS FOR PROGRESS	1992 – 1994
HAWAIIAN GARDENS BUSINESS FOR PROGRESS MEMBER	1992 – 1995
FOCUS GROUP MEMBER, PPG ACCESS COUNCIL	1991 – 1993
PPG ACCESS DEVELOPMENT COUNCIL	1990 – 1994
PPG REFINISH SYSTEMS BETA FACILITY	1990 – 1994
CALIFORNIA AUTO BODY ASSOC. FOUNDING CHAPTER PRESIDENT	1989 – 1991
• BOARD MEMBER	1992 – 1993
• IMPROPER REPAIRS COMMITTEE	1990 – 1990
• CAA MEMBER	1990 – 1997

<b>DESIGNATED EXPERT WITNESS/CONSULTANT</b>		
<b>DATE</b>	<b>CASE</b>	<b>EXPERT</b>
8/01	D & N CONCRETE PUMPING V CNA INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
6/01	LEWIS V. CALMAT OF CENTRAL CALIFORNIA	IMPROPER REPAIRS, COLLISION REPAIRS & TOTAL LOSS
10/99	HELLER V. MR. POLISH	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/00	MAUPIN V. ALLSTATE INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
10/01	LANE V. TURNSHEK	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
2/02	DENNY AKIYAMA, HUNG DO, JAMIE ROMERO V. FARMERS	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE TOTAL LOSS, IMPROPER REPAIRS, DRP PROCEDURES
11/03	TAPIA V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/04	ROSALES V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
5/04	BEOTANG V. MERCURY INSURANCE	IMPROPER REPAIRS & DIMINISHED VALUE
6/04	TORREALBA V. GRAND MOTORS INC.	DEALER FRAUD IMPROPER REPAIRS, DIMINISHED VALUE & TOTAL LOSS
7/04	REINES V. PELTZER	IMPROPER REPAIRS & DIMINISHED VALUE
7/04	CALDERON V. CARDINALE MOTORS	DEALER FRAUD IMPROPER REPAIRS & DIMINISHED VALUE
9/04	SOPP V. BATES, DISILVA, LAZZARA	TOTAL LOSS EVALUATION
11/04	STROUDS V. PERTILE - ARBITRATION	INSURANCE & COLLISION FACILITY ESTIMATING & REPAIR ORDER PROCEDURES
12/04	CURTIS V. NORTH BEACH ACQUISITIONS	DEALER FRAUD, IMPROPER REPAIR & VEHICLE CERTIFICATION
6/04	EXCLUSIVE V. VOLVO V MARIA VILLEGAS	DIMINISHED VALUE
11/04	ALFANO V. MERCURY INS.	APPRAISAL PROCESS, IMPROPER REPAIRS, DIMINISHED VALUE & BAD FAITH
12/04	DUVALL V. SHUTTLE LINCOLN MERCURY	IMPROPER REPAIRS, USED CAR CERTIFICATION & DEALER FRAUD
2/05	HICKS V. NATION MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
3/05	DAKE V. ROCK AUTOMOTIVE GROUP	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
6/05	LOPEZ V. FIRST CHOICE AUTO CENTER	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
7/05	SOWMA V. MARTIN	IMPROPER REPAIRS & DIMINISHED VALUE
10/05	ARMANTROUT V. SOUTH GATE COLLISION	TOTAL LOSS EVALUATION & LOSS OF USE
2/06	KUHN V. PROGRESSIVE INS./COPPERFIELD COLLISION	IMPROPER REPAIRS, BAD FAITH, FRAUD & DIMINISH VALUE
1/06	MARCHENA V. STATE FARM AUTOMOBILE INSURANCE	TOTAL LOSS EVALUATION & BAD FAITH
3/06	KOONHBEARRY V. INTERFIRST LEASING	DEALER FRAUD, IMPROPER REPAIRS & DIMINISHED VALUE
2/06	LANDEIS V. FUTURE FORD MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE
3/06	HERRERA V. THROUNG	DIMINISHED VALUE & TOTAL LOSS
5/06	J.L. RINCO V. SAFEWAY INS. & GMAC	TOTAL LOSS EVALUATION
5/06	A. KLEIMAN V. B. YAKOV/J. JACOBSON	LOSS OF USE
6/06	SORISHOWCHAMAKI V. BMW OF NORTH AMERICA	MANUFACTURER DEFECT & DEALER FRAUD
5/06	HERRERA V. INFINITY INS.	BAD FAITH, IMPROPER REPAIRS & TOTAL LOSS
5/06	BIOTEAU V. VOLKSWAGEN OF NORTH AMERICA	DEALER FRAUD & IMPROPER REPAIRS
9/06	ISRANI V. SINCLAIR	DIMINISHED VALUE & IMPROPER REPAIRS
11/06	AARON HENRY V. JASMINE BANAYAN	DIMINISHED VALUE & LOSS OF USE
2/07	MCGREW V. AUTO GALLERY OF SAN DIEGO	DEALER FRAUD, DIMINISHED VALUE, IMPROPER REPAIRS
2/07	BEVERLY HILLS A/B V. CA. BAR	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
3/07	WILLIAMS V. BOGAEV	DIMINISHED VALUE
5/07	SHULTS/MANOLAKAS V. MB OF N. AMERICA	IMPROPER REPAIRS, DEALER FRAUD. USED CAR CERTIFICATION
7/07	COYLE V. TEKEDA AMERICA HOLDINGS	DIMINISHED VALUE, COLLISION REPAIR COSTS, MANUFACTURERS REPAIR STANDARDS
7/07	HEARST V. GREBE	DIMINISHED VALUE
7/07	ROSATI V. ASULIN	DIMINISHED VALUE, IMPROPER REPAIRS
8/07	GENOVESE V. VOLKSWAGEN OF AMERICA	DEALER FRAUD, IMPROPER REPAIRS
3/08	NEWHOUSE V. DELAY	DIMINISHED VALUE , IMPROPER REPAIRS

3/08	M. TOWBIN V. RESTORATION COLLISION SPECIALIST	NV DMV BOND ARBITRATION/IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE, IMPROPER REPAIRS
7/08	RODRIQUEZ V. NISSAN NORTH AMERICA	DEALER FRAUD, IMPROPER REPAIRS
4/08	AGUILUZ V. CRAIG MILLER	DEALER FRAUD, IMPROPER REPAIRS
7/08	STATE AUTO PAINTING V. THE PEOPLE OF CALIFORNIA	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE & IMPROPER REPAIRS
9/08	LEWEY V. GOKCEN	LOSS OF USE, VEHICLE REPAIRS
7/09	RAPP V. GREEN LIGHT AUTO	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
7/09	SIMMONS V. COLLISION SPECIALISTS	NV DMV BOND ARBITRATION
8/09	SULLIVAN V. PROGRESSIVE INSURANCE	3 <sup>RD</sup> PARTY DIMINISHED VALUE MEDIATION
9/09	HUANG V. FARMERS INSURANCE GROUP	APPRAISAL PROCESS, FERRARI VEHICLE REPAIR PROCEDURES
9/09	GROCHOWSKI V. SUPERIOR MOTORS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
9/09	GABALDON V. BOB BAKER FORD	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
12/09	SCHWARTZ V. AUTO CLUB OF S. CALIFORNIA	APPRAISAL PROCESS, TOTAL LOSS
2/10	PERZ V. MOSSY TOYOTA	ARBITRATION, DEALER FRAUD
3/10	HANAYAN V. WAWANESA	APPRAISAL PROCESS, REPAIR ESTIMATE PROCEDURES
4/10	SIMMONS V. FOLKERTS	DIMINISHED VALUE, IMPROPER REPAIRS, LOSS OF USE
9/10	WIGHT V. AUTOFITNESS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
11/10	DAWSON V. NORM BAKER MOTOR SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
12/10	HEINE V. CARMAX AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
5/11	CARSON V. MERCURY INSURANCE	IMPROPER REPAIRS, LOSS OF USE, INSURANCE BAD FAITH
6/11	CLASS AUTO CENTER V. ESIS INC & CERRITOS A/B	TORTUOUS INTERFERENCE. REPAIR FRAUD
9/11	DICHOSA V. HOUSE OF IMPORTS	DEALER FRAUD IMPROPER REPAIRS, LOSS OF USE
10/11	COULSON V. CANNOCK	DIMINISHED VALUE, LOSS OF USE, COLLISION REPAIR STANDARDS
11/11	AYLOTT V. STATE FARM	APPRAISAL PROCESS, TOTAL LOSS
2/11	SCHUMM V. STATE FARM	DIMINISHED VALUE, LOSS OF USE, REPAIR STANDARDS
6/11	RUIZ V. VANDERBEEK MOTORS	DEALER FRAUD, IMPROPER REPAIRS
7/11	FULLER V. ESPARZA	IMPROPER & INCOMPLETE VEHICLE REPAIRS
8/11	DAVIS V. BONANDER PONTIAC	DEALER FRAUD, CERTIFIED PRE – OWNED VEHICLE
5/12	KIREN V. FRESNO INFINITI	ARBITRATION CERTIFIED PRE – OWNED VEHICLE FRAUD
6/12	HERRERA V. A & P AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS
8/12	SINGH V. LEUCK	DIMINISHED VALUE
6/12	LLANA V. GSM AUTO GROUP	DEALER FRAUD, IMPROPER REPAIRS
2/13	ZOGRAFOS V. GORDON IMPORTS, LLC	DEALER FRAUD, IMPROPER REPAIRS
6/13	NICK’S GARAGE/JEFFREY’S A/B V. NATIONWIDE INS.	ASSIGNMENT OF RIGHT, COLLISION REPAIR PROCEDURES, MECHANICAL V. COLLISION LABOR RATES & INVESTMENT
6/13	FRANCO V. REYES AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS, POST COLLISION REPAIR ROLL OVER SAFETY
6/13	FAALOGOIFO V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/13	SPICER V. RT MOTORSPORTS	DEALER FRAUD, NV MANDATORY INSPECTION
8/13	NEILSEN V. FISHTAIL INVESTMENTS	DEALER FRAUD, NV MANDATORY INSPECTION, POST COLLISION REPAIR AIR BAG DEPLOYMENT
12/13	KEUSSEYAN V. MERCEDES BENZ NA	PAINT DEFECT AND SUBSEQUENT CORRECTIVE REPAIRS
1/14	PURCHASE V. CRISPEN	DIMINISHED VALUE, COLLISION DAMAGE ANALYSIS
4/14	FOSTER V. NISSAN OF BAKERSFIELD	DEALER FRAUD, IMPROPER COLLISION REPAIRS
4/14	PIMERLEAU V. SOUTHERN CA. AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	BENSON V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	GASTELUM V. SCAS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	PLONTE V. EMPIRE AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	BURGERS V. AUTOCLUB OR S. CA.	DIMINISHED VALUE, LOSS OF USE
8/14	KELLEY V. J & M AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	PAYEAH V JIMMY VASSER’S TOYOTA	DEALER FRAUD, TOYOTA USED VEHICLE CERTIFICATION, IMPROPER COLLISION REPAIRS.

9/14	BICKEL V. KAYS CAR INC.	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	GRANDADOS V. STERLING IMPORTS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	HANSCHKE V. JEPSON	DIMINISHED VALUE
9/14	MURO V. CA. MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	BOLAND V. CA MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	LOPEZ V. PORSCHE CARS NORTH AMERICA, INC.	DEALER FRAUD, IMPROPER COLLISION REPAIRS, UNDISCLOSED PRIOR DAMAGE
10/14	MACIAS V. MARTIN SATURN OF ONTARIO, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
10/14	ZHONG V. UNITED IMPORTS	ARBITRATION/DEALER FRAUD
11/14	SAMISH V ALVAREZ LINCOLN	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	DURAN V. QUANTUM AUTO SALES	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	ARCE LEPE V. SCAS	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE - ARBITRATION HEARING
1/15	GARCIA V. SUNROAD CV AUTO, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
2/15	GULLINS V. CARMAX AUTO SUPERSTORES, LLC	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/15	CALDERON V. GALPIN HONDA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/15	BAILEY-RUSSELL V. HARB GROUP, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SPEARS V. RIVERSIDE AUTO HOLDINGS, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SHAHAZARYAN V. AIG	APPRAISAL PROCESS, INSURANCE BAD FAITH
7/15	MEDINA V. SOUTH COAST CARS	DEALER FRAUD, IMPROPER COLLISION REPAIRS
7/15	DISTEFANO V. SANTA MONICA BMW	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	REED V. MILLER - DM, INC., DBA MERCEDES-BENZ OF BEVERLY HILLS	DEALER FRAUD, IMPROPER REPAIRS - ARBITRATION HEARING
7/15	CHAVEZ V. UNIVERSAL BROKERS, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	LEE V. CARMAX AUTO SUPERSTORES CALIFORNIA, LLC	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
9/15	REYNOSO V. NEW LOOK COLLISION CENTER	DMV ADMINISTRATIVE HEARING, IMPROPER COLLISION REPAIRS
10/15	FERRIER V. STERLING COLLISION CENTER	FERRARI DEFECTIVE PAINT APPLICATION
10/15	FREDRICKS V. EL CAJON FORD	DEALER FRAUD, IMPROPER REPAIRS
10/15	ALCARAZ V. SOUTH COAST AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS
10/15	TRIPPI V. GILBERTSON	DIMINISHED VALUE
10/15	KELLEY V. ADAMS SERVICE CENTER, INC.	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
11/15	RIGBY V. POWAY HYUNDAI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	DIRIENZU V. AUTONATION NISSAN SOUTH BAY	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	PRALL V. FORD MOTOR COMPANY	PRODUCT LIABILITY
12/15	DENEVAN V. CARCREDIT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/16	MORAYMA REYES-OCASIO	DIMINISHED VALUE - ARBITRATION HEARING
2/16	APELES V. ADAMS SERVICE CENTER	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS- ARBITRATION HEARING
2/16	ASHBURN/BOYD V. HONDA OF THE DESERT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	TABANYI V. HYUNDAI MOTOR AMERICA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	RILEY V. BENJAMIN	DIMINISHED VALUE
4/16	WAKE/BROWNLEE V. BLANTO, INC., DBA MEGA CARS	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/16	RAMIREZ V. BMW OF MONROVIA	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS

<b>MEDIA</b>		
FOX 11 NEWS	AIDAN PICKERING	THE WRECK CHECK
NBC NEWS	MICHELLE RUIZ	FLEECE OR FIXED
NBC NIGHTLY NEWS	TOM BROKOW	ON THE ROAD AGAIN
CBS NEWS	MARK MOTTERN	DANGEROUS COLLISION REPAIRS
ABC 20/20	GLENN RUPPEL	BANG UP JOB/WRECK CHECK
KFI 640 RADIO	KAREL & ANDREW	IMPROPER REPAIRS/WRECK CHECK
KFI 640 RADIO	KAREL & ANDREW	STATE FARM IMITATION PARTS LAWSUIT
KRLA 1110 RADIO	KENNY MORSE	IMPROPER REPAIRS/WRECK CHECK
KFI 640 RADIO	CLARK HOWARD	HELP WITH COLLISION REPAIRS
WKV CRASH TALK RADIO	MICHAEL HARBER	ASSISTANCE W/IMPROPER REPAIRS & DV
WKVI CRASH TALK RADIO	MICHAEL HARBER	ASSISTANCE W/IMPROPER REPAIRS & DV
WKVI CRASH TALK RADIO	MICHAEL HARBER	DO BODY SHOPS LIE, CHEAT & STEAL TO CREATE PROFITS
WKVI CRASH TALK RADIO	MICHAEL HARBER	CONSUMER RIGHTS BEFORE, DURING & AFTER THE REPAIR PROCESS
WKVI CRASH TALK	MICHAEL HARBER	CONTRACTUAL RESPONSIBILITIES OF THE INSURER/REPAIRER
KGTV 10 NEWS SAN DIEGO	MARTY EMERALD	ARE CAR DEALERS SELLING DANGEROUS CARS
WKVI CRASH TALK RADIO	MICHAEL HARBER	WRECK CHECK CAR SCAN ENTERS/DIMINISHED VALUE
105.9 FM CAR CARE SHOW	NICK ORSO	DIMINISHED VALUE, IMPROPER REPAIRS, POST REPAIR INSPECTIONS
105.9 FM CAR CARE SHOW	NICK ORSO	PRO'S & CON'S ABOUT USING INSURANCE PARTNER SHOPS
105.9 FM CAR CARE SHOW	NICK ORSO	CPO VEHICLE PROGRAMS

<b>AUTHORED &amp; CO-AUTHORED ARTICLES</b>	
INSURER FRAUD	BODY SHOP CONNECTION
DRP MAKES FOR ROCKY ROAD	HAMMER & DOLLY
THE ADVANTAGES OF PERFORMING POST REPAIR INSPECTIONS	COLLISION WATCHDOG
INCREASED SCRUTINY DIRECTED AT AIRBAG FRAUD, IMPROPER AIR BAG INSTALLATIONS	BRUCE ADAMS

<b>FEATURED ARTICLES</b>		
PUBLICATION	AUTHOR	TITLE
L.A. TIMES	KEN REICH	AUTO REPAIR POLICY IN NEED OF OVERHAUL
L.A. TIMES	KEN REICH	VIEWS COLLIDE ON "WRECK CHECK" ANALYSIS
LONG BEACH BUSINESS JOURNAL	STEVEN STELPFLUG	WRECK CHECK COULD HOLD KEY TO SHOPS INDEPENDENCE
INLAND EMPIRE BUSINESS JOURNAL	CANDY FIELDS	WRECK CHECK
BEYOND PARTS & EQUIPMENT	DAVID WILLIAMS	WRECK CHECK - CARSCAN THE ULTIMATE SECOND OPINION
BODY SHOP BUSINESS	BODY SHOP BUSINESS	IS THE INDUSTRY SUFFERING FROM WIDESPREAD BILLING FRAUD & REPAIR DEFECTS
POINT/COUNTER POINT	BODY SHOP BUSINESS	IS IT POSSIBLE TO RUN A BODY SHOP WITHOUT LYING, CHEATING & STEALING.
INSURE.COM		INSIDE THE DIRECT CAR REPAIR PROCESS
AUTOBODY NEWS	KARYN HENDRICKS	AFTER THE AIR BAG DEPLOYED
ARIZONA WATCHDOG	DICK STROM	ADVANTAGES OF PERFORMING POST REPAIR INSPECTIONS
BODY SHOP BUSINESS	DAVID WILLIAMS	9 STEPS TO PROTECT YOUR SHOP FROM DV CLAIMS
BODY SHOP BUSINESS	DAVID WILLIAMS	WOULD YOUR WORK PASS AN AUTO SAFETY EXPERT TEST
AUTO BUSINESS REPAIR NEWS	BRUCE ADAMS	INCREASED SCRUTINY DIRECTED AT AIRBAG FRAUD
BODY SHOP BUSINESS	CHARLES BARONE	DIMINISHED VALUE: FACT OR FICTION

<i><b>INVITED LECTURES</b></i>		
CALIFORNIA SENATE INSURANCE COMMITTEE - SENATOR JACKIE SPEIER- CHAIRPERSON	IMPROPER REPAIRS/INSURANCE DIRECT REPAIR PROGRAMS INSURER FRAUD, RETURNING SALVAGE VEHICLES TO THE ROAD	10/1999
NATIONAL ODOMETER & TITLE FRAUD ENFORCEMENT ASSOC.	THE ROAD TO PROPER COLLISION REPAIR	2004
COALITION FOR COLLISION REPAIR EXCELLENCE	JOIN THE TOUGH AND PROUD [POST REPAIR INSPECTORS]	2004
COALITION FOR COLLISION REPAIR EXCELLENCE	RELATIONSHIP WITH A POST REPAIR INSPECTOR	<a href="#">2004</a>

<b>DESIGNATED EXPERT WITNESS/CONSULTANT</b>		
<b>DATE</b>	<b>CASE</b>	<b>EXPERT</b>
8/01	D & N CONCRETE PUMPING V CNA INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
6/01	LEWIS V. CALMAT OF CENTRAL CALIFORNIA	IMPROPER REPAIRS, COLLISION REPAIRS & TOTAL LOSS
10/99	HELLER V. MR. POLISH	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/00	MAUPIN V. ALLSTATE INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
10/01	LANE V. TURNSHEK	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
2/02	DENNY AKIYAMA, HUNG DO, JAMIE ROMERO V. FARMERS	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE TOTAL LOSS, IMPROPER REPAIRS, DRP PROCEDURES
11/03	TAPIA V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
4/04	ROSALES V. MERCURY INSURANCE	IMPROPER REPAIRS, COLLISION REPAIRS & DIMINISHED VALUE
5/04	BEOTANG V. MERCURY INSURANCE	IMPROPER REPAIRS & DIMINISHED VALUE
6/04	TORREALBA V. GRAND MOTORS INC.	DEALER FRAUD IMPROPER REPAIRS, DIMINISHED VALUE & TOTAL LOSS
7/04	REINES V. PELTZER	IMPROPER REPAIRS & DIMINISHED VALUE
7/04	CALDERON V. CARDINALE MOTORS	DEALER FRAUD IMPROPER REPAIRS & DIMINISHED VALUE
9/04	SOPP V. BATES, DISILVA, LAZZARA	TOTAL LOSS EVALUATION
11/04	STROUDS V. PERTILE - ARBITRATION	INSURANCE & COLLISION FACILITY ESTIMATING & REPAIR ORDER PROCEDURES
12/04	CURTIS V. NORTH BEACH ACQUISITIONS	DEALER FRAUD, IMPROPER REPAIR & VEHICLE CERTIFICATION
6/04	EXCLUSIVE V. VOLVO V MARIA VILLEGAS	DIMINISHED VALUE
11/04	ALFANO V. MERCURY INS.	APPRAISAL PROCESS, IMPROPER REPAIRS, DIMINISHED VALUE & BAD FAITH
12/04	DUVALL V. SHUTTLE LINCOLN MERCURY	IMPROPER REPAIRS, USED CAR CERTIFICATION & DEALER FRAUD
2/05	HICKS V. NATION MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
3/05	DAKE V. ROCK AUTOMOTIVE GROUP	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
6/05	LOPEZ V. FIRST CHOICE AUTO CENTER	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE & USED CAR CERTIFICATION
7/05	SOWMA V. MARTIN	IMPROPER REPAIRS & DIMINISHED VALUE
10/05	ARMANTROUT V. SOUTH GATE COLLISION	TOTAL LOSS EVALUATION & LOSS OF USE
2/06	KUHN V. PROGRESSIVE INS./COPPERFIELD COLLISION	IMPROPER REPAIRS, BAD FAITH, FRAUD & DIMINISH VALUE
1/06	MARCHENA V. STATE FARM AUTOMOBILE INSURANCE	TOTAL LOSS EVALUATION & BAD FAITH
3/06	KOONHBEARRY V. INTERFIRST LEASING	DEALER FRAUD, IMPROPER REPAIRS & DIMINISHED VALUE
2/06	LANDEIS V. FUTURE FORD MOTORS	DEALER FRAUD, IMPROPER REPAIRS, DIMINISHED VALUE
3/06	HERRERA V. THROUNG	DIMINISHED VALUE & TOTAL LOSS
5/06	J.L. RINCO V. SAFEWAY INS. & GMAC	TOTAL LOSS EVALUATION
5/06	A. KLEIMAN V. B. YAKOV/J. JACOBSON	LOSS OF USE
6/06	SORISHOWCHAMAKI V. BMW OF NORTH AMERICA	MANUFACTURER DEFECT & DEALER FRAUD
5/06	HERRERA V. INFINITY INS.	BAD FAITH, IMPROPER REPAIRS & TOTAL LOSS
5/06	BIOTEAU V. VOLKSWAGEN OF NORTH AMERICA	DEALER FRAUD & IMPROPER REPAIRS
9/06	ISRANI V. SINCLAIR	DIMINISHED VALUE & IMPROPER REPAIRS
11/06	AARON HENRY V. JASMINE BANAYAN	DIMINISHED VALUE & LOSS OF USE
2/07	MCGREW V. AUTO GALLERY OF SAN DIEGO	DEALER FRAUD, DIMINISHED VALUE, IMPROPER REPAIRS
2/07	BEVERLY HILLS A/B V. CA. BAR	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
3/07	WILLIAMS V. BOGAEV	DIMINISHED VALUE
5/07	SHULTS/MANOLAKAS V. MB OF N. AMERICA	IMPROPER REPAIRS, DEALER FRAUD. USED CAR CERTIFICATION
7/07	COYLE V. TEKEDA AMERICA HOLDINGS	DIMINISHED VALUE, COLLISION REPAIR COSTS, MANUFACTURERS REPAIR STANDARDS
7/07	HEARST V. GREBE	DIMINISHED VALUE
7/07	ROSATI V. ASULIN	DIMINISHED VALUE, IMPROPER REPAIRS

8/07	GENOVESE V. VOLKSWAGEN OF AMERICA	DEALER FRAUD, IMPROPER REPAIRS
3/08	NEWHOUSE V. DELAY	DIMINISHED VALUE , IMPROPER REPAIRS
3/08	M. TOWBIN V. RESTORATION COLLISION SPECIALIST	NV DMV BOND ARBITRATION/IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE, IMPROPER REPAIRS
7/08	RODRIGUEZ V. NISSAN NORTH AMERICA	DEALER FRAUD, IMPROPER REPAIRS
4/08	AGUILUZ V. CRAIG MILLER	DEALER FRAUD, IMPROPER REPAIRS
7/08	STATE AUTO PAINTING V. THE PEOPLE OF CALIFORNIA	REPAIR FRAUD & AUTHORIZATION, IMPROPER REPAIRS
8/08	ORTIZ V. JAEGER	DIMINISHED VALUE & IMPROPER REPAIRS
9/08	LEWEY V. GOKCEN	LOSS OF USE, VEHICLE REPAIRS
7/09	RAPP V. GREEN LIGHT AUTO	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
7/09	SIMMONS V. COLLISION SPECIALISTS	NV DMV BOND ARBITRATION
8/09	SULLIVAN V. PROGRESSIVE INSURANCE	3 <sup>RD</sup> PARTY DIMINISHED VALUE MEDIATION
9/09	HUANG V. FARMERS INSURANCE GROUP	APPRAISAL PROCESS, FERRARI VEHICLE REPAIR PROCEDURES
9/09	GROCHOWSKI V. SUPERIOR MOTORS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
9/09	GABALDON V. BOB BAKER FORD	DIMINISHED VALUE, DEALER FRAUD, IMPROPER REPAIRS
12/09	SCHWARTZ V. AUTO CLUB OF S. CALIFORNIA	APPRAISAL PROCESS, TOTAL LOSS
2/10	PERZ V. MOSSY TOYOTA	ARBITRATION, DEALER FRAUD
3/10	HANAYAN V. WAWANESA	APPRAISAL PROCESS, REPAIR ESTIMATE PROCEDURES
4/10	SIMMONS V. FOLKERTS	DIMINISHED VALUE, IMPROPER REPAIRS, LOSS OF USE
9/10	WIGHT V. AUTOFITNESS	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
11/10	DAWSON V. NORM BAKER MOTOR SALES #A600543 JAMS ARBITRATION LOO GEORGE WEST	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
12/10	HEINE V. CARMAX AUTO SALES	DEALER FRAUD, IMPROPER REPAIRS, LOSS OF USE
5/11	CARSON V. MERCURY INSURANCE September 24, 2012) Cal.App.4th;12 C.D.O.S. 12055; 2012 Cal.App.LEXIS 1100 LOO Monte Day	IMPROPER REPAIRS, LOSS OF USE, INSURANCE BAD FAITH
6/11	CLASS AUTO CENTER V. ESIS INC & CERRITOS A/B CONSULTANT & INSPECTION	TORTUOUS INTERFERENCE. REPAIR FRAUD
9/11	DICHOSA V. HOUSE OF IMPORTS VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD IMPROPER REPAIRS, LOSS OF USE
10/11	COULSON V. CANNOCK	DIMINISHED VALUE, LOSS OF USE, COLLISION REPAIR STANDARDS
11/11	AYLOTT V. STATE FARM TESTIFIED @ AP & TOTAL LOSS ASSESSMENT	APPRAISAL PROCESS , TOTAL LOSS
2/11	SCHUMM V. STATE FARM #30-2011-00453166-CU-BC-CJC LOO MONTE DAY	DIMINISHED VALUE, LOSS OF USE, REPAIR STANDARDS
6/11	RUIZ V. VANDERBEEK MOTORS #SCV25882 PLACER COUNTY SC LOO MCCOY, TURNAGE & ROBERTSON	DEALER FRAUD, IMPROPER REPAIRS
7/11	FULLER V. ESPARZA	IMPROPER & INCOMPLETE VEHICLE REPAIRS
8/11	DAVIS V. BONANDER PONTIAC VEHICLE CONDITION ASSMT/CONSULTANT LOO MONTE DAY	DEALER FRAUD, CERTIFIED PRE – OWNED VEHICLE
5/12	KIREN V. FRESNO INFINITI VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION CERTIFIED PRE – OWNED VEHICLE FRAUD
6/12	HERRERA V. A & P AUTO SALES # 30-2011 -00522752 LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER REPAIRS

8/12	SINGH V. LEUCK DV ASSMT/CONSULTANT	DIMINISHED VALUE
6/12	LLANA V. GSM AUTO GROUP #30-2010-00422315 OC SUPERIOR CT LOO MCCOY, TURNAGE & ROBERTSON	DEALER FRAUD, IMPROPER REPAIRS
2/13	ZOGRAFOS V. GORDON IMPORTS, LLC VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER REPAIRS
6/13	NICK'S GARAGE/JEFFREY'S A/B V. NATIONWIDE INS. #5:12-CV-777 MAD/DEP- USDC NO. DISTRICT NY LOO BOUSQUET HOLSTEIN	ASSIGNMENT OF RIGHT, COLLISION REPAIR PROCEDURES, MECHANICAL V. COLLISION LABOR RATES & INVESTMENT
6/13	FRANCO V. REYES AUTO SALES #12C00522 LA SUPERIOR COURT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS, POST COLLISION REPAIR ROLL OVER SAFETY
6/13	FAALOGOIFO V. SCAS # G051937 CA STATE COURT OR APPEAL 4 <sup>TH</sup> DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/13	SPICER V. RT MOTORSPORTS #A-12-664704-C D/C CLARK COUNTY LOO GEORGE WEST	DEALER FRAUD, NV MANDATORY INSPECTION
8/13	NEILSEN V. SMART AUTO # A-12-662558-C JAMS ARBITRATION LOO GEORGE WEST	DEALER FRAUD, NV MANDATORY INSPECTION, POST COLLISION REPAIR AIR BAG DEPLOYMENT
12/13	KEUSSEYAN V. MERCEDES BENZ NA VEHICLE CONDITION ASSMT/CONSULTANT LOO RENE KORPER	PAINT DEFECT AND SUBSEQUENT CORRECTIVE REPAIRS
1/14	PURCHASE V. CRISPEN DV ASSMT/CONSULTANT	DIMINISHED VALUE, COLLISION DAMAGE ANALYSIS
4/14	FOSTER V. NISSAN OF BAKERSFIELD AMER. ARBITRATION ASSOC. LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
4/14	POMERLEAU V. SOUTHERN CA. AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	BENSON V. SCAS #30-2013000621744 OC SUPERIOR CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	GASTELUM V. SCAS INSPECTION/CONSULTANT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
6/14	PLONTE V. EMPIRE AUTO SALES # 72434e00522 13 AMERICAN ARBITRATION SER. LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	BURGERS V. CARDENAS #30-2013-00656746-CU-PA-CJC OC SUPERIOR CT LOO MONTE DAY	DIMINISHED VALUE, LOSS OF USE
8/14	KELLEY V. J & M AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
8/14	PAYEAH V JIMMY VASSER'S TOYOTA #26-62283 SUPERIOR CT. NAPA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, TOYOTA USED VEHICLE CERTIFICATION, IMPROPER COLLISION REPAIRS.
9/14	BICKEL V. KAYS CAR INC. #BC505929 LA COUNTY SUPERIOR CT	DEALER FRAUD, IMPROPER COLLISION REPAIRS

	LOO ROSNER, BARRY & BABBITT	
9/14	GRANDADOS V. STERLING IMPORTS VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO THE CAR LAW FIRM	DEALER FRAUD, IMPROPER COLLISION REPAIRS
9/14	HANSCH V. JEPSON # G052328 CA CT. OF APPEALS LOO MONTE DAY	DIMINISHED VALUE
9/14	MURO V. CA. MOTORS DIRECT VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION/DEALER FRAUD
9/14	BOLAND V. CA MOTORS DIRECT	ARBITRATION/DEALER FRAUD
9/14	LOPEZ V. PORSCHE CARS NORTH AMERICA, INC. #BD510776 LA SUPERIOR CT. CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS, UNDISCLOSED PRIOR DAMAGE
10/14	MACIAS V. MARTIN SATURN OF ONTARIO, INC. #CIVDS1415636 LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
10/14	ZHONG V. UNITED IMPORTS VEHICLE CONDITION ASSMT/CONSULTANT LOO THE CAR LAW FIRM	ARBITRATION/DEALER FRAUD
11/14	SAMISH V ALVEREZ LINCOLN #RIC 1203094 RIVERSIDE CO. SUPERIOR CT. LOO LARRY HODDICK	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	DURAN V. QUANTUM AUTO SALES #2013-657740 OC SUPERIOR CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
12/14	ARCE LEPE V. SCAS INSPECTION/CONSULTANT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE - ARBITRATION HEARING
1/15	GARCIA V. SUNROAD CV AUTO, INC. #37-2014-00017855-CU-BC-CTL LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER COLLISION REPAIRS
2/15	GULLINS V. CARMAX AUTO SUPERSTORES, LLC # 2:13-CV-09398-JAK-CWX USDC CENTRAL CA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/15	CALDERON V. GALPIN HONDA # BC501005 LA CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/15	BAILEY-RUSSELL V. HARB GROUP, INC. # MCC-1300827 RCSC-TEMECULA CA LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SPEARS V. RIVERSIDE AUTO HOLDINGS, INC. #RIC 1406752 RIC SUPERIOR CT. LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
5/15	SHAHNAZARYAN V. AIG TOTAL LOSS ASSESSMENT/CONSULTANT	APPRAISAL PROCESS, INSURANCE BAD FAITH
7/15	MEDINA V. SOUTH COAST CARS #37-2013-00069866 LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, IMPROPER COLLISION REPAIRS
7/15	DISTEFANO V. SANTA MONICA BMW VEHICLE CONDITION ASSMT/CONSULTANT LOO LARRY R. HODDICK	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	REED V. MILLER - DM, INC., DBA MB OF BEVERLY HILLS	DEALER FRAUD, IMPROPER REPAIRS - ARBITRATION HEARING

	#1220049203 JAMS ARBITRATION LOO ROSNER, BARRY & BABBITT	
7/15	CHAVEZ V. UNIVERSAL BROKERS, INC. #BC524745 LA SUPERIOR CT. LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
7/15	LEE V. CARMAX AUTO SUPERSTORES CALIFORNIA, LLC #2:13-CV-07648 CA CENTRAL CA CT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
9/15	REYNOSO V. NEW LOOK COLLISION CENTER TESTIFIED @ DMV HEARING & VCA	DMV ADMINISTRATIVE HEARING, IMPROPER COLLISION REPAIRS
10/15	FERRIER V. STERLING COLLISION CENTER #30-2014-00747943 OC SUPERIOR CT. LOO DAVID VAN RIPER	FERRARI DEFECTIVE PAINT APPLICATION
10/15	FREDRICKS V. EL CAJON FORD #37-2014-00016159-CU-CU-CTL SAN DIEGO LOO GLASSEY SMITH	DEALER FRAUD, IMPROPER REPAIRS
10/15	ALCARAZ V. SOUTH COAST AUTO SALES VEHICLE CONDITION ASSMT/CONSULTANT LOO ROSNER, BARRY & BABBIT	DEALER FRAUD, IMPROPER REPAIRS
10/15	TRIPPI V. GILBERTSON #30-2013-00694609 LOO KEVIN TRIPI	DIMINISHED VALUE
10/15	KELLEY V. ADAMS SERVICE CENTER, INC. VEHICLE CONDITION ASSESSMENT/CONSULTANT LOO LAREYBI & ASSOCIATES	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
11/15	RIGBY V. POWAY HYUNDAI #37-2015-00005285-CU-CO-CTL CA S/C SD LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	DIRIENZU V. AUTONATION NISSAN SOUTH BAY ARB.# 1200050030 #BC554648 LA CENTRAL DISTRICT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
12/15	PRALL V. FORD MOTOR COMPANY #2:14-CV-01313-MMD-GWF USDC DISTRICT OF NV LOO RICHARD HARRIS	PRODUCT LIABILITY
12/15	DENEVAN V. CARCREDIT #RIC1306779 RIC SUPERIOR CT LOO ROBERT B. MOBASSERI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
2/16	MORAYMA REYES-OCASIO DIMINISHED VALUE ASSESSMENT/CONSULTANT	DIMINISHED VALUE - ARBITRATION HEARING
2/16	APELES V. ADAMS SERVICE CENTER VEHICLE CONDITION ASSMT/CONSULTANT LOO ROBERT B. MOBASSERI	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS- ARBITRATION HEARING
2/16	ASHBURN/BOYD V. HONDA OF THE DESERT ARB. # 01-150005-6641 LOO ROSNER, BARRY & BABBIT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	TABANYI V. HYUNDAI MOTOR AMERICA #BC611495 LA SUPERIOR CT. LOO ALISA GOUKASIAN	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
3/16	RILEY V. BENJAMIN #30-2014-00723752 OC CA CENTRAL DISTRICT LOO J. DWORK ATTY.	DIMINISHED VALUE

4/16	WAKE/BROWNLEE V. BLANTO, INC., DBA MEGA CARS #BC589535 LA COUNTY SUPERIOR COURT LOO ROSNER, BARRY & BABBITT	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS
4/16	RAMIREZ V. BMW OF MONROVIA CASE # BC588613 LA CENTRAL DISTRICT LOO GLASSEY SMITH	DEALER FRAUD, UNDISCLOSED PRIOR DAMAGE, IMPROPER REPAIRS

# **EXHIBIT 20**

2013 Nevada Laws Ch. 141 (A.B. 282)

NEVADA 2013 SESSION LAWS

REGULAR SESSION OF THE 77TH LEGISLATURE (2013)

Additions are indicated by **Text**; deletions by  
~~Text~~ .

Vetoed by ~~Text~~ ;  
stricken material by ~~Text~~ .

Ch. 141  
A.B. No. 282

AN ACT relating to motor vehicles; providing that certain persons may recover on the bond or deposit that each broker, manufacturer, distributor, dealer and rebuilder of motor vehicles is required to procure or make with the Department of Motor Vehicles; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Under existing law, each broker, manufacturer, distributor, dealer and rebuilder of motor vehicles is required to procure and file a surety bond with the Department of Motor Vehicles or make a deposit with the Department. Any person, including consumers as well as corporate entities, injured by the actions of such a broker, manufacturer, distributor, dealer or rebuilder is allowed to apply to the Director of the Department or to bring and maintain an action in any court of competent jurisdiction for compensation from the bond or deposit. (NRS 482.3333, 482.345, 482.346)

Additionally, under existing case law in Nevada, the phrase "any person," as used in NRS 482.345(6), has been interpreted literally to allow any individual person or group of persons (including a finance company) who is injured by the actions of a broker, manufacturer, distributor, dealer or rebuilder of motor vehicles to apply for compensation from the bond that section requires to be procured and filed. (*Western Sur. Co. v. ADCO Credit, Inc.*, 127 Nev. Adv. Op. No. 8, 251 P.3d714 (Mar. 17, 2011)) This bill amends NRS 482.3333, 482.345 and 482.346 to provide that bonds procured pursuant to NRS 482.3333 and 482.345 and deposits made in lieu of such bonds pursuant to NRS 482.346 may be used to compensate only a consumer, for any loss or damage established, and no other person.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED  
IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 482.3333 is hereby amended to read as follows:

<< NV ST 482.3333 >>

1. Before a person may be licensed as a broker, the person must procure and file with the Department a good and sufficient bond in the amount of \$100,000 with a corporate surety thereon licensed to do business within the State of Nevada, approved as to form by the Attorney General, and conditioned that the applicant shall conduct business as a broker without breaching a consumer contract or engaging in a deceptive trade practice, fraud or fraudulent representation, and without violation of the provisions of this chapter.

2. The Department may allow a broker who provides services for more than one category of vehicle described in subsection 1 of NRS 482.345 at a principal place of business or at any branch location within the same county as the principal place of

business to provide a good and sufficient bond for a single category of vehicle and may consider that single bond sufficient coverage to include all other categories of vehicles.

3. The bond must be continuous in form, and the total aggregate liability on the bond must be limited to the payment of the total amount of the bond.

4. The undertaking on the bond is for the use and benefit of the consumer and includes any breach of a consumer contract, deceptive trade practice, fraud, fraudulent representation or violation of any of the provisions of this chapter by any employee of the licensed broker who acts on behalf of the broker and within the scope of his or her employment.

5. The bond must provide that it is for the use and benefit of any person injured by the action consumer of the broker or an employee of the broker in violation of any provision of this chapter may apply to the Director, for good cause shown, for compensation from the bond: for any loss or damage established, including, without limitation:

(a) Actual damages;

(b) Consequential damages;

(c) Incidental damages;

(d) Statutory damages;

(e) Damages for noneconomic loss; and

(f) Attorney's fees and costs.

The surety issuing the bond shall appoint the Secretary of State as its agent to accept service of notice or process for the surety in any action upon the bond brought in a court of competent jurisdiction or brought before the Director.

6. If a person is injured by the actions of consumer has a claim for relief against a broker or an employee of the broker, the person consumer may:

(a) Bring and maintain an action in any court of competent jurisdiction. If the court enters:

(1) A judgment on the merits against the broker or employee, the judgment is binding on the surety.

(2) A judgment other than on the merits against the broker or employee, including, without limitation, a default judgment, the judgment is binding on the surety only if the surety was given notice and an opportunity to defend at least 20 days before the date on which the judgment was entered against the broker or employee.

(b) Apply to the Director, for good cause shown, for compensation from the bond. The Director may determine the amount of compensation and the person consumer to whom it is to be paid. The surety shall then make the payment.

(c) Settle the matter with the broker or employee. If such a settlement is made, the settlement must be reduced to writing, signed by both parties and acknowledged before any person authorized to take acknowledgments in this State, and submitted to the Director with a request for compensation from the bond. If the Director determines that the settlement was reached in good faith and there is no evidence of collusion or fraud between the parties in reaching the settlement, the surety shall make the payment to the injured person consumer in the amount agreed upon in the settlement.

7. Any judgment entered by a court in favor of a consumer and against a broker or an employee of the broker may be executed through a writ of attachment, garnishment, execution or other legal process, or the person consumer in whose favor the judgment was entered may apply to the Director for compensation from the bond of the broker or employee.

8. As used in this section, "consumer" means any person who comes into possession of a vehicle as a final user for any purpose other than offering it for sale.

Sec. 2. NRS 482.345 is hereby amended to read as follows:

**<< NV ST 482.345 >>**

1. Before any dealer's license, dealer's plate, special dealer's plate, rebuilder's license or rebuilder's plate, distributor's license or distributor's plate or manufacturer's license or manufacturer's plate is furnished to a manufacturer, distributor, dealer or rebuilder as provided in this chapter, the Department shall require that the applicant make an application for such a license and plate upon a form to be furnished by the Department, and the applicant shall furnish such information as the Department requires, including proof that the applicant has an established place of business in this State, procure and file with the Department a good and sufficient bond with a corporate surety thereon, duly licensed to do business within the State of Nevada, approved as to form by the Attorney General, and conditioned that the applicant or any employee who acts on behalf of the applicant within the scope of his or her employment shall conduct business as a dealer, distributor, manufacturer or rebuilder without breaching a consumer contract or engaging in a deceptive trade practice, fraud or fraudulent representation, and without violation of the provisions of this chapter. The bond must be:

(a) For a manufacturer, distributor, rebuilder or dealer who manufactures, distributes or sells motorcycles, \$50,000.

(b) For a manufacturer, distributor, rebuilder or dealer who sells vehicles other than motorcycles, trailers or travel trailers, \$100,000.

(c) For a manufacturer, distributor, rebuilder or dealer who sells travel trailers or other dual purpose trailers that include living quarters in their design, \$100,000.

(d) For a manufacturer, distributor, rebuilder or dealer who sells horse trailers designed without living quarters or special purpose trailers with an unladen weight of 3,501 pounds or more, \$50,000.

(e) For a manufacturer, distributor, rebuilder or dealer who sells utility trailers or other special use trailers with an unladen weight of 3,500 pounds or less or trailers designed to carry boats, \$10,000.

2. The Department may, pursuant to a written agreement with any manufacturer, distributor, rebuilder or dealer who has been licensed to do business in this State for at least 5 years, allow a reduction in the amount of the bond of the manufacturer, distributor, rebuilder or dealer, if the business has been conducted in a manner satisfactory to the Department for the preceding 5 years. No bond may be reduced to less than 50 percent of the bond required pursuant to subsection 1.

3. The Department may allow a manufacturer, distributor, rebuilder or dealer who sells more than one category of vehicle as described in subsection 1 at a principal place of business or at any branch location within the same county as the principal place of business to provide a good and sufficient bond for a single category of vehicle and may consider that single bond sufficient coverage to include all other categories of vehicles.

4. The bond must be continuous in form, and the total aggregate liability on the bond must be limited to the payment of the total amount of the bond.

5. The undertaking on the bond is for the use and benefit of the consumer and includes any breach of a consumer contract, deceptive trade practice, fraud, fraudulent representation or violation of any of the provisions of this chapter by the representative of any licensed distributor or the salesperson of any licensed dealer, manufacturer or rebuilder who acts for the dealer, distributor, manufacturer or rebuilder on his or her behalf and within the scope of the employment of the representative or salesperson.

6. The bond must provide that it is for the use and benefit of any person ~~consumer injured by the action~~ of the dealer, distributor, rebuilder, manufacturer, representative or salesperson ~~in violation of any provisions of this chapter may apply to the Director, for good cause shown, for compensation from the bond~~ for any loss or damage established, including, without limitation:

- (a) Actual damages;
- (b) Consequential damages;
- (c) Incidental damages;
- (d) Statutory damages;
- (e) Damages for noneconomic loss; and
- (f) Attorney's fees and costs.

The surety issuing the bond shall appoint the Secretary of State as its agent to accept service of notice or process for the surety in any action upon the bond brought in a court of competent jurisdiction or brought before the Director.

7. If a person ~~consumer is injured by the actions of~~ has a claim for relief against a dealer, distributor, rebuilder, manufacturer, representative or salesperson, the person ~~consumer~~ may:

- (a) Bring and maintain an action in any court of competent jurisdiction. If the court enters:
    - (1) A judgment on the merits against the dealer, distributor, rebuilder, manufacturer, representative or salesperson, the judgment is binding on the surety.
    - (2) A judgment other than on the merits against the dealer, distributor, rebuilder, manufacturer, representative or salesperson, including, without limitation, a default judgment, the judgment is binding on the surety only if the surety was given notice and an opportunity to defend at least 20 days before the date on which the judgment was entered against the dealer, distributor, rebuilder, manufacturer, representative or salesperson.
  - (b) Apply to the Director, for good cause shown, for compensation from the bond. The Director may determine the amount of compensation and the person ~~consumer~~ to whom it is to be paid. The surety shall then make the payment.
  - (c) Settle the matter with the dealer, distributor, rebuilder, manufacturer, representative or salesperson. If such a settlement is made, the settlement must be reduced to writing, signed by both parties and acknowledged before any person authorized to take acknowledgments in this State, and submitted to the Director with a request for compensation from the bond. If the Director determines that the settlement was reached in good faith and there is no evidence of collusion or fraud between the parties in reaching the settlement, the surety shall make the payment to the injured-person ~~consumer~~ in the amount agreed upon in the settlement.
8. Any judgment entered by a court in favor of a consumer and against a dealer, distributor, rebuilder, manufacturer, representative or salesperson may be executed through a writ of attachment, garnishment, execution or other legal process, or

the ~~person~~ consumer in whose favor the judgment was entered may apply to the Director for compensation from the bond of the dealer, distributor, rebuilder, manufacturer, representative or salesperson.

9. The Department shall not issue a license or plate pursuant to subsection 1 to a manufacturer, distributor, rebuilder or dealer who does not have and maintain an established place of business in this State.

10. As used in this section, "consumer" means any person who comes into possession of a vehicle as a final user for any purpose other than offering it for sale.

Sec. 3. NRS 482.346 is hereby amended to read as follows:

<< NV ST 482.346 >>

1. In lieu of a bond, an applicant may deposit with the Department, under terms prescribed by the Department:

(a) A like amount of lawful money of the United States or bonds of the United States or of the State of Nevada of an actual market value of not less than the amount fixed by the Department; or

(b) A savings certificate of a bank, credit union or savings and loan association situated in Nevada, which must indicate an account of an amount equal to the amount of the bond which would otherwise be required by NRS 482.345 and that this amount is unavailable for withdrawal except upon order of the Department. Interest earned on the amount accrues to the account of the applicant.

2. ~~A~~ Except as otherwise provided in subsection 3, a deposit made pursuant to subsection 1 may be disbursed by the Director, for good cause shown and after notice and opportunity for hearing, in an amount determined by the Director to compensate a person injured by an action of the licensee, or released upon receipt of:

(a) A court order requiring the Director to release all or a specified portion of the deposit; or

(b) A statement signed by the person or persons under whose name the deposit is made and acknowledged before any person authorized to take acknowledgments in this State, requesting the Director to release the deposit, or a specified portion thereof, and stating the purpose for which the release is requested.

3. A deposit made pursuant to subsection 1 in lieu of a bond required by NRS 482.345 may only be disbursed to compensate a consumer. As used in this subsection, "consumer" has the meaning ascribed to it in NRS 482.345.

4. When a deposit is made pursuant to subsection 1, liability under the deposit is in the amount prescribed by the Department. If the amount of the deposit is reduced or there is an outstanding court judgment for which the licensee is liable under the deposit, the license is automatically suspended. The license must be reinstated if the licensee:

(a) Files an additional bond pursuant to subsection 1 of NRS 482.345;

(b) Restores the deposit with the Department to the original amount required under this section; or

(c) Satisfies the outstanding judgment for which the licensee is liable under the deposit.

4- 5. A deposit made pursuant to subsection 1 may be refunded:

(a) By order of the Director, 3 years after the date the licensee ceases to be licensed by the Department, if the Director is satisfied that there are no outstanding claims against the deposit; or

(b) By order of court, at any time within 3 years after the date the licensee ceases to be licensed by the Department, upon evidence satisfactory to the court that there are no outstanding claims against the deposit.

~~5.~~ 6. Any money received by the Department pursuant to subsection 1 must be deposited with the State Treasurer for credit to the Motor Vehicle Fund.

Sec. 4. This act becomes effective on July 1, 2013.

Approved by the Governor May 24, 2013.

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End of Document

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# **EXHIBIT 21**

**REQ**

GEORGE O. WEST III [SBN 7951]  
Law Offices of George O. West III  
**Consumer Attorneys Against Auto Fraud**  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
gowesq@cox.net  
www.nevadasautofraudattorney.com  
www.americasautofraudattorney.com  
(702) 318-6570  
(702) 664-0459 [fax]

Attorney for Plaintiffs  
**DERRICK POOLE**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DERRICK POOLE,	)	CASE NO :	A-16-737120-C
	)	DEPT :	XXVII
	)		
Plaintiff,	)	<b>PLAINTIFF'S FIRST SET OF</b>	
	)	<b>REQUESTS FOR ADMISSIONS</b>	
	)		
v	)		
	)		
	)		
NEVADA AUTO DEALERSHIP INVEST-	)		
MENTS LLC a Nevada Limited Liability	)		
Company d/b/a SAHARA CHRYSLER,	)		
JEEP, DODGE, WELLS FARGO DEALER	)		
SERVICES INC., COREPOINTE INSUR-	)		
ANCE COMPANY, and DOES 1 through 100,	)		
Inclusive,	)		
	)		
Defendants,	)		
	)		

PROPOUNDING PARTY : Plaintiff, DERRICK POOLE  
RESPONDING PARTY : Defendant SAHARA CHRYSLER JEEP, DODGE  
SET NO : One

Pursuant to Rule 36, Plaintiff hereby requests the above named Defendant to  
admit the truth of following requests for admissions within 30 days of service thereon.

## TERMS AND DEFINITIONS

Certain terms in ALL CAPITALS in these requests/interrogatories have certain meanings. The following apply :

The term “YOU” or “YOUR” means your corporate or other limited liability structure and includes but is not limited to, your owners, officers, directors, managers, employees, supervisors, managers, sales persons, F&I managers, service personnel, all of your various departments, your agents, your attorneys and their employees and agents, and anyone else acting on your behalf or at your request.

The term “VEHICLE” means the vehicle that YOU sold to the Plaintiff which is the subject matter of this action.

The term “DOCUMENT,” “RECORD,” or “DOCUMENTS” or “RECORDS,” are used in the broadest sense permissible under the NRCP and Nevada law, and mean, without limitation, any written, typed, printed, recorded, or graphic matter, however preserved, **including any and all digital formats, all ESI, data, information or content generated, stored and maintained on any type of computer memory, program or media**, produced or reproduced, of any type or description, regardless of origin or location, in your actual or constructive possession, custody or control, or the existence of which you have knowledge, and wherever prepared, published or released by you or by any other person, including without limitation any binder, cover note, certificate, letter, email, correspondence, email, text, fax, record, table, chart, analysis, graph, schedule, report, test, study, memorandum, note, list, diary, log, calendar, telex, message, interoffice communication, intraoffice communication, questionnaire, bill, purchase order, shipping order, contract, memorandum of contract, agreement, assignment, license, certificate, permit, ledger, ledger entry, book of account, check, order, invoice, receipt, statement, financial data, acknowledgment, computer, computer-generated matter, photograph, photographic, recording, transcript or log of such recording, projection, videotape, and all other data compilations from which information can be obtained or translated, reports of summaries of investigations, drafts and revisions of drafts of any DOCUMENTS and original preliminary notes or sketches.

## **REQUESTS FOR ADMISSIONS**

1           1.       Admit that prior to selling the VEHICLE to the Plaintiff, YOU acquired the  
2 VEHICLE from a private third party by the name of Dale Hinton on May 5, 2014.

3           2.       Admit YOU entered the VEHICLE into YOUR vehicle inventory on May 5,  
4 2014.

5           3.       Admit that after YOU entered the VEHICLE into YOUR vehicle inventory,  
6 YOU knew the VEHICLE was involved in a previous collision/accident on March 26,  
7 2014.

8           4.       Admit that the Dodge certified pre owned inspection on the VEHICLE  
9 YOU sold to the Plaintiff was undertaken by YOU on May 8, 2014.

10          5.       Admit that the Dodge certified pre owned inspection undertaken by YOU  
11 was conducted by YOUR certified and trained technician.

12          6.       Admit YOU sold the VEHICLE to the Plaintiff on May 25, 2014.

13          7.       Admit that at the time YOU entered the VEHICLE into YOUR vehicle  
14 inventory YOU had possession of the Allstate collision estimate attached to these  
15 requests at Exhibit 1.

16          8.       Admit that the Allstate collision estimate attached to these requests as  
17 Exhibit 1 involves the same VEHICLE YOU sold to the Plaintiff on May, 25, 2014.

18          9.       Admit that the Allstate collision estimate, attached to these requests as  
19 Exhibit 1, indicates the repairs being done to the VEHICLE are the result of a  
20 collision/accident the VEHICLE was involved in on March 26, 2014.

21          10.       Admit that YOU acquired possession of the Allstate collision estimate,  
22 attached to these requests at Exhibit 1, from Dale Hinton.

23          11.       Admit that the photos attached as Exhibit 2 to these requests depict  
24 portions of the repairs to the VEHICLE which were the result of the previous  
25 collision/accident the VEHICLE was involved in on March 26, 2014.

26          12.       Admit the Carfax YOU obtained on the VEHICLE on May 10, 2014,  
27 attached hereto to these requests as Exhibit 3, indicates the only collision/accident the  
28 VEHICLE was involved in was on March 26, 2014.

          13.       Admit that at the time YOU entered the VEHICLE into YOUR vehicle  
inventory on May 5, 2014, YOU intended to resell that VEHICLE to the community.

1           14. Admit that sometime **after** YOU entered the Plaintiff's VEHICLE into  
2 YOUR vehicle inventory on May 5, 2014, but **prior to** the VEHICLE undergoing the  
3 Dodge certified pre owned inspection on May 8, 2014, YOU undertook the necessary  
4 steps and/or procedures to make an initial determination if YOU were going to to resell  
5 the VEHICLE to the community as a Dodge Certified Pre-Owned Vehicle.

6           15. Admit that sometime **after** the Plaintiff's VEHICLE underwent the Dodge  
7 certified pre owned inspection by YOUR service department, YOU made the final  
8 decision that YOU were going to resell the VEHICLE to the community as a Dodge  
9 certified pre owned vehicle.

10           16. Admit that based upon the Allstate collision estimate, attached as Exhibit 1  
11 to these requests, that **when YOU entered the VEHICLE into YOUR vehicle**  
12 **inventory**, YOU knew the nature and extent of the repairs to the VEHICLE as a result  
13 of the previous collision/accident the VEHICLE was involved in on March 23, 2014.

14           17. Admit that based upon the Allstate collision estimate, attached as Exhibit 1  
15 to these requests, **when YOU sold the VEHICLE to the Plaintiff on May 25,**  
16 **2014**, YOU knew the nature and extent of the repairs to the VEHICLE as a result of the  
17 March 26, 2014 collision/accident.

18           18. Admit that YOU did not give the Allstate collision estimate, (attached  
19 hereto as Exhibit 1), to YOUR service technician who performed the Dodge certified pre-  
20 owned inspection on the Plaintiff's VEHICLE on May 8, 2014.

21           19. Admit that the service technician in YOUR service department was  
22 certified and/or trained to undertake the Dodge certified pre owned inspection on the  
23 VEHICLE YOU sold to the Plaintiff.

24           20. Admit that YOUR service technician who undertook the Dodge certified  
25 pre owned inspection on the VEHICLE that YOU sold to the Plaintiff was trained to  
26 recognize the signs and/or indications of prior collision/accident damage to a vehicle  
27 that was going to be resold to the community as a Dodge certified pre owned.

28           21. Admit that the items that were replaced and/or repaired on the VEHICLE,  
as identified on the Allstate collision report attached as Exhibit 1, were present during  
the Dodge certified pre owned inspection undertaken by YOUR service technician on  
May 8, 2014

1           22. Admit that on the certified pre-owned inspection report involving the  
2 VEHICLE YOU sold to the Plaintiff, attached to these requests as Exhibit 4, is a true and  
3 correct copy of the original prepared by YOU.

4           23. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
5 2014 the VEHICLE had a replaced right bumper bracket.

6           24. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
7 2014 the VEHICLE had a repaired left front end bracket.

8           25. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
9 2014 the VEHICLE had a replaced front bumper.

10          26. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
11 2014 the VEHICLE had a replaced radiator support.

12          27. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
13 2014 the VEHICLE had replaced left outer and inner tie rods.

14          28. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
15 2014 the VEHICLE had a replaced aftermarket left stabilizer link.

16          29. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
17 2014 the VEHICLE had a repaired front left wheel.

18          30. Admit that at the time YOU sold the VEHICLE to the Plaintiff on May 25,  
19 2014 the VEHICLE had a repainted left front fender.

20          31. Admit the cost of the property damage sustained to the VEHICLE as a  
21 result of the previous collision/accident the VEHICLE was involved in on March 26,  
22 2014 was \$4,088.77.

23          32. Admit that none of the replaced or repaired items identified in request  
24 numbers 23 through 30 were notated or stated anywhere on the certified pre owned  
25 inspection report, attached as Exhibit 4.

26          33. Admit that there was nothing preventing YOU from notating and/or  
27 identifying all the replaced and/or repaired items identified in request numbers 23  
28 through 30 onto the certified pre owned inspection report, attached as Exhibit 4,  
***including but not limited to in the area of the report on the second page  
under the heading “additional information.”***

1           34. Admit that there was nothing preventing YOU from notating and/or  
2 stating on the certified pre owned inspection report, attached as Exhibit 4, **including**  
3 **but not limited to the area of the inspection report on the second page**  
4 **under the heading “additional information,”** that the VEHICLE being sold to  
5 the Plaintiff had sustained \$4,088.77 in damage as a result of the previous collision it  
6 was involved in on March 26, 2014.

7           35. Admit that it would have been important to YOU as a Dodge dealership  
8 who sells Dodge certified pre owned vehicles to the community to have notated and/or  
9 identified all the replaced and/or repaired items identified in request numbers 23  
10 through 30 onto the certified pre owned inspection report, attached as Exhibit 4,  
11 **including but not limited to the area of the inspection report on the second**  
12 **page under the heading “additional information.”**

13           36. Admit YOU have no DOCUMENT or RECORD signed by the Plaintiff  
14 specifically and/or explicitly disclosing and/or revealing that the VEHICLE the Plaintiff  
15 purchased from YOU on May 25, 2014 had :

- 16           • a replaced right bumper bracket.
- 17           • a repaired left front end bracket.
- 18           • a replaced front bumper.
- 19           • a replaced radiator support.
- 20           • a replaced left outer and inner tie rod.
- 21           • a replaced aftermarket left stabilizer link
- 22           • a repaired front left wheel.
- 23           • a repainted left front fender.

24           37. Admit YOU did not specifically and/or explicitly inform and/or  
25 communicate to the Plaintiff on the day he purchased the VEHICLE from YOU on May  
26 25, 2014 that the VEHICLE he was purchasing had:

- 27           • a replaced right bumper bracket.
- 28           • a repaired left front end bracket.
- a replaced front bumper.
- a replaced radiator support.
- a repaired left front end bracket.
- replaced left outer and inner tie rods.
- a replaced aftermarket left stabilizer link

- a repaired front left wheel.
- a repainted left front fender.

38. Admit YOU did not specifically and/or explicitly inform and/or communicate to the Plaintiff on the day he purchased the VEHICLE from YOU on May 25, 2014 that the VEHICLE had sustained \$4,088.77 in previous collision damage.

Dated this 3<sup>rd</sup> day of July, 2017

/s/ George O. West III  
George O. West III  
*Consumer Attorneys Against Auto Fraud*  
Attorney for Plaintiff  
**DERRICK POOLE**

**PROOF OF SERVICE**

STATE OF NEVADA                     )  
  )  
COUNTY OF CLARK                    )

On July 3, 2017, I served the forgoing document(s) described as 1) **PLAINTIFF'S FIRST REQUEST FOR PRODUCTION** on interested party(ies) in this action by either fax and/or email, or by placing a true and correct copy and/or original thereof addressed as follows:

**JEFF BENDAVID, ESQ**  
Moran, Brandon, Bendavid, Moran  
630 South Fourth Street  
Las Vegas, NV 89101  
j.bendavid@moranlawfirm.com

**NATHAN KANUTE, ESQ**  
Snell & Wilmer  
3883 Howard Hughes Pkwy  
Suite 1100  
Lass Vegas, NV 89169  
nkanute@swlaw.com

☐ **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal service on that same day with first class postage thereon fully prepaid at Las Vegas, NV in the ordinary course of business.

☐ **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or to the attorney listed as the addressee below.

☐ **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule 7.26(a), as set forth herein.

☒ **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and the EDCR on electronic service, I hereby certify that service of the aforementioned document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and NRCP, as set forth herein.

Executed on this 3<sup>rd</sup> day of July, 2017

/s/ George O. West III  
GEORGE O. WEST III

# **EXHIBIT 1**

**Allstate Fire and Casualty Ins. Co.**

SOUTHWEST AUTO-LAS VEGAS

222 S.Mill Ave

Suite 511

Tempe, AZ 85281

Phone: (800) 347-4488

Claim #:

000320887250D01

Workfile ID:

afefeb9a

**Estimate of Record**

Written By: FRED CUNNINGHAM, 3/31/2014 9:27:34 AM

Adjuster: CYNTHIA TRINIDAD, (702) 837-7123 Business

Insured:	DALE HINTON	Policy #:	000916685347	Claim #:	000320887250D01
Type of Loss:	Collision	Date of Loss:	03/26/2014 12:00 PM	Days to Repair:	7
Point of Impact:	11 Left Front	Deductible:	500.00		

<b>Owner:</b>	<b>Inspection Location:</b>	<b>Appraiser Information:</b>	<b>Repair Facility:</b>
DALE HINTON	UNIVERSAL MOTORCARS	fred.cunningham@allstate.com	UNIVERSAL MOTORCARS
9642 BORGATA BAY BLVD	5588 SPRING MOUNTAIN RD	(702) 630-2292	5588 SPRING MOUNTAIN RD
LAS VEGAS, NV 89147-8080	LAS VEGAS, NV		LAS VEGAS, NV
(702) 232-9622 Other	Repair Facility		(702) 754-6774 Business
DALEHINTON@AOL.COM	(702) 754-6774 Business		(702) 754-6043 Fax
			info@universalliv.com

**VEHICLE**

Year:	2013	Color:	GRAY Int: GRAY	License:	105 YYA	Production Date:	10/2012
Make:	DODG	Body Style:	4D P/U	State:		Odometer:	6632
Model:	RAM 1500 4X2 QUAD BIG HORN	Engine:	8-S.7L-FI	VIN:	1C6RR6GT8DSS58275	Condition:	

<b>TRANSMISSION</b>	Air Conditioning	Satellite Radio	Reclining/Lounge Seats
Automatic Transmission	Intermittent Wipers	<b>SAFETY</b>	Retractable Seats
<b>POWER</b>	Tilt Wheel	Drivers Side Air Bag	<b>WHEELS</b>
Power Steering	Cruise Control	Passenger Air Bag	20" Or Larger Wheels
Power Brakes	Keyless Entry	Anti-Lock Brakes (4)	<b>PAINT</b>
Power Windows	Message Center	4 Wheel Disc Brakes	Clear Coat Paint
Power Locks	Steering Wheel Touch Controls	Traction Control	Metallic Paint
Power Mirrors	Navigation System	Stability Control	<b>OTHER</b>
Heated Mirrors	<b>RADIO</b>	Front Side Impact Air Bags	Fog Lamps
Power Driver Seat	AM Radio	Head/Curtain Air Bags	California Emissions
<b>DECOR</b>	FM Radio	Hands Free Device	<b>TRUCK</b>
Dual Mirrors	Stereo	Positraction	Power Rear Window
Aftermarket Film Tint	Search/Seek	<b>SEATS</b>	Trailer Hitch
Console/Storage	CD Player	Cloth Seats	Trailering Package
<b>CONVENIENCE</b>	Auxiliary Audio Connection	Bucket Seats	Running Boards/Side Steps

### Estimate of Record

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	All Supplements Require Prior Allstate Approval		1	0.00	0.0	0.0
2	#	Supplement Fax#866-487-5751 or Email AZ SUPPS2@ALLSTATE.COM		1	0.00	0.0	0.0
3		<b>FRONT BUMPER</b>					
4		O/H bumper assy		0	0.00	2.6	0.0
5	**	Repl RECOND Bumper chrome w/o air suspension	68160853AB	1	<u>585.00</u>	Incl.	0.0
		NOTE: SALT LAKE CHROME..AVAIL PER KYLE..800-843-1956					
6		Add for fog lamps		0	0.00	0.4	0.0
7	<>	Repl Upper cover primed	68197697AA	1	169.00	Incl.	1.6
8		Add for Clear Coat		0	0.00	0.0	0.6
9		Repl RT Lamp bracket	68196980AA	1	0.00	Incl.	0.0
10		Repl RT Bumper bracket	68196981AA	1	239.00	Incl.	0.0
11		Repl Lower deflector w/painted bumper	68033135AA	1	96.20	Incl.	0.0
12	#	Repair L/F Frame end bracket		1	0.00	1.0	0.2
13		Repl LT Upper cover inner support	55277481AC	1	10.35	Incl.	0.0
14		<b>GRILLE</b>					
15		R&I R&I grille assy		0	0.00	Incl.	0.0
16		<b>FRONT LAMPS</b>					
17		Repl LT Headlamp assy w/o multi-beam	68096439AC	1	190.00	Incl.	0.0
		NOTE: VERIFIED LAMP WITH PART # ON LAMP					
18		Aim headlamps		0	0.00	0.5	0.0
19		<b>RADIATOR SUPPORT</b>					
20		Repl Radiator support	68197334AA	1	579.00	3.6	0.0
21		<b>FENDER</b>					
22		Repl LT Fender liner	68110687AD	1	71.45	0.5	0.0
23	*	Rpr LT Fender (STL)		0	0.00	<u>3.5</u>	2.6
		NOTE: PARTIAL REFINISH TO KEEP FROM HAVIGF TO BLEND INTO DOOR					
24		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
25		Add for Clear Coat		0	0.00	0.0	0.5
26	#	Refn Partial Refinish w/ Full Clear		0	0.00	0.0	-1.2
27		Repl Nameplate "HEMI 5.7 LITER"	68149700AA	1	54.50	0.2	0.0
28		R&I LT Protector		0	0.00	0.2	0.0
29		<b>WHEELS</b>					
30		R&I LT/Front R&I wheel		0	0.00 m	0.1	0.0
31	#	Subl Tire Mount and Balance		1	15.00 X	0.0	0.0
32	#	Subl Wheel reconditioned LF inc markup		1	300.00 X	0.0	0.0
		NOTE: WHEEL REPAIR THRU SINCITY WHEELS & TIRES 255-8473 - WILL NAVE TO BE SENT OUT TO BE					

### Estimate of Record

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

RECHROMMED BY SINCITY AFTER WHEEL REPAIR

33	*	Repl	RCY LT/Front Wheel, alloy 20" code: WPK +25%	1UC56SZ0AA	1	250.00	m	0.0	0.0
			NOTE: TAKE OFF WHEEL - INS QUALITY..B&K AUTO QT # 767777..800-233-9640						
34	#	Subl	Shipping cost on wheel		1	30.00	X	0.0	0.0
35	FRONT SUSPENSION								
36	**	Repl	A/M LT Stabilizer link	NCP2653022	1	55.11	m	0.5	M 0.0
37	#		Check stabilizer bar		1	0.00		0.0	0.0
38	STEERING GEAR & LINKAGE								
39		Repl	LT Outer tie rod	68185640AA	1	54.50	m	Incl	M 0.0
40		Repl	LT Inner tie rod	68166678AA	1	56.60	m	1.3	M 0.0
41	MISCELLANEOUS OPERATIONS								
42	**	Repl	A/M Cover Car		1	5.00		0.3	0.0
43	#	Subl	2 Wheel Alignment		1	59.95	X	0.0	0.0
44	#		Wet Sand & Polish		1	3.00		0.7	0.0
			NOTE: 0.4 1st Pnl + 0.3 ea addit'l pnls						
45	OTHER CHARGES								
46	#		Towing		1	0.00			
SUBTOTALS						2,823.66		15.4	4.1

### ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				2,418.71
Body Labor	13.6 hrs	@	\$ 44.00 /hr	598.40
Paint Labor	4.1 hrs	@	\$ 44.00 /hr	180.40
Mechanical Labor	1.8 hrs	@	\$ 85.00 /hr	153.00
Paint Supplies	4.1 hrs	@	\$ 31.00 /hr	127.10
Miscellaneous				404.95
Subtotal				3,682.56
Sales Tax	\$ 2,545.81	@	8.1000 %	206.21
<b>Total Cost of Repairs</b>				<b>4,088.77</b>
Deductible				500.00
<b>Total Adjustments</b>				<b>500.00</b>
<b>Net Cost of Repairs</b>				<b>3,588.77</b>

Estimate of Record

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

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\*\*\*\*\*

ALLSTATE SUPPLEMENT REQUEST SHOP FORM

AZSUPPS2@ALLSTATE.COM or FAX 1-866-487-5751

\*\*\*\*\*

SUPPLEMENT REQUEST PROCESS INSTRUCTIONS:

PLEASE FILL THIS FORM OUT COMPLETELY AND INCLUDE A WRITTEN SUPPLEMENT WITH ALL INVOICES THAT HAVE BEEN RECEIVED. YOU WILL BE CONTACTED WITHIN 24-48 HOURS.

\*\*\*\*\*

1 CLAIM # \_\_\_\_\_

2 CUSTOMER: \_\_\_\_\_

3 VEHICLE: \_\_\_\_\_

4 SUPPLEMENT AMOUNT: \$ \_\_\_\_\_

5 SHOP NAME: \_\_\_\_\_

6 SHOP ADDRESS: \_\_\_\_\_

7 SHOP CITY/ZIP: \_\_\_\_\_

8 SHOP CONTACT: PHONE #: \_\_\_\_\_

9 SHOP EMAIL ADDRESS: \_\_\_\_\_

10 VEH AT SHOP AND READY FOR INSPECTION? Y ( ) N ( )

11 VEHICLE TORN DOWN? Y ( ) N ( )

REASON FOR SUPPLEMENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

THIS ESTIMATE IS BASED ON THE USE OF BODY PARTS FOR YOUR MOTOR VEHICLE WHICH WERE NOT MANUFACTURED FOR OR BY THE ORIGINAL MANUFACTURER OF THE MOTOR VEHICLE. ANY WARRANTIES PROVIDED FOR THESE BODY PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS, NOT BY THE MANUFACTURER OF YOUR MOTOR VEHICLE. PLEASE CONTACT YOUR INSURER TO DETERMINE YOUR RIGHTS REGARDING THE USE OF SUCH BODY PARTS.

### Estimate of Record

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2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3TM13, CCC Data Date 3/3/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) Items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) Items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Estimate of Record**

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2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

**Estimate of Record**

---

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

**ALTERNATE PARTS SUPPLIERS**

Line	Supplier	Description	Price
36	NAPA - FPPP Preston Keanum 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272	#NCP2653022 A/M LT Stabilizer link	\$ 55.11

**Estimate of Record**

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

**ALTERNATE PARTS USAGE**

Year: 2013 Color: GRAY Int: GRAY License: 105 YYA Production Date: 10/2012  
 Make: DODG Body Style: 4D P/U State: Odometer: 6632  
 Model: RAM 1500 4X2 Engine: 8-5.7L-FI VIN: 1C6RR6GT8D5558275 Condition:  
 QUAD BIG HORN

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	15	2
Optional OEM	1	0
Reconditioned	3	1
Recycled	0	1

# **EXHIBIT 2**









# **EXHIBIT 3**

This CARFAX Vehicle History Report provided free of charge by:



Sahara Chrysler Dodge Jeep Ram  
5050 W Sahara Ave  
Las Vegas, NV 89146  
1-888-904-2502

SHOW ME THE CARFAX



## CARFAX Vehicle History Report™

US \$39.99

### Vehicle Information:

2013 RAM RAM TRUCK 1500 SLT  
VIN: 1C6RR6GT8DS558275  
CREW PICKUP  
5.7L V8 SFI OHV 16V  
REAR WHEEL DRIVE

### Standard Equipment | Safety Options

### CARFAX Report Provided By:

Sahara Chrysler Dodge Jeep Ram  
5050 W Sahara Ave  
Las Vegas, NV 89146  
1-888-904-2502  
www.saharachryslerdodgejeepram.com



Accident / Damage reported



CARFAX 1-Owner vehicle



Ram Certified Pre-Owned



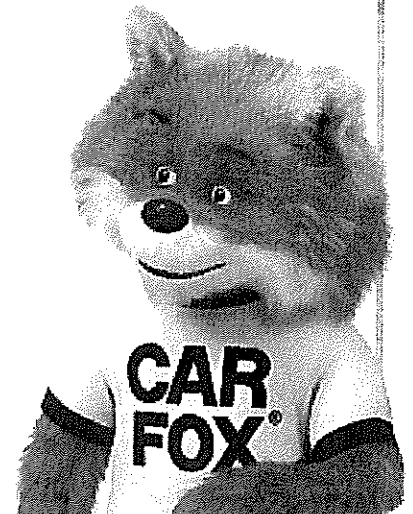
3 Service records available



6,716 Last reported odometer reading



\$260 Below retail book value



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 5/10/14 at 1:09:22 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



## Price Calculator™

Adjust the value of this 2013 Ram Ram Truck 1500 SLT based on the information available in this report

### 1) Retail Book Value

\$ 0

Enter retail book value here

### 2) CARFAX Price Adjustment™

\$260

Below retail book value

### 3) Adjusted Retail Value

Begin by entering the retail book value



Start by entering the Certified Pre-Owned retail book value from a pricing guide website.



This vehicle is worth less than average, based on information in this report.



Compare adjusted retail value to seller's asking price when making your decision.



## Ownership History

The number of owners is estimated

Year purchased

Type of owner


Owner 1


2013

Personal



Estimated length of ownership	<b>1 OWNER</b>	10 months
Owned in the following states/provinces		Nevada
Estimated miles driven per year		7,494/yr
Last reported odometer reading		6,716

<b>CARFAX</b> Title History	Owner 1
CARFAX guarantees the information in this section	
Salvage   Junk   Rebuilt   Fire   Flood   Hail   Lemon	Guaranteed No Problem
Not Actual Mileage   Exceeds Mechanical Limits	Guaranteed No Problem
 <b>GUARANTEED</b> - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. <a href="#">Register</a>   <a href="#">View Terms</a>   <a href="#">View Certificate</a>	

<b>CARFAX</b> Additional History	Owner 1
Not all accidents / issues are reported to CARFAX	
<b>Total Loss</b> No total loss reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
<b>Structural Damage</b> No structural damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
<b>Airbag Deployment</b> No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
<b>Odometer Check</b> No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated
<b>Accident / Damage</b> Accident reported on 03/26/2014. Damage reported on 03/26/2014.	 Accident Reported
<b>Manufacturer Recall</b> Check with an authorized RAM dealer for any open recalls.	<input checked="" type="checkbox"/> No Recalls Reported
<b>Basic Warranty</b> <u>Original warranty</u> estimated to have 24 months or 29,284 miles remaining.	<input checked="" type="checkbox"/> Warranty Active

Tell us what you know about this vehicle

<b>CARFAX</b> Detailed History	Owner 1
<b>Purchased:</b> 2013 <b>Type:</b> Personal <b>Where:</b> Nevada <b>Est. miles/year:</b> 7,494/yr <b>Est. length owned:</b> 5/29/13 - 4/1/14 (10 months)	<b>Date:</b> 11/27/2012 <b>Mileage:</b> 1 <b>Source:</b> Martin Swanty Chrysler Kingman, AZ 928-753-3131 martinswanty.chrysler.com <b>Comments:</b> Vehicle offered for sale
<b>Low mileage!</b> This owner drove	<b>Date:</b> 12/10/2012 <b>Source:</b> Martin Swanty Chrysler <b>Comments:</b> Vehicle offered for sale

less than the  
industry average  
of 15,000 miles  
per year.



Kingman, AZ  
928-753-3131  
martinsw antychrysler  
.com

12/13/2012		Martin Sw anty Chrysler Kingman, AZ 928-753-3131 martinsw antychrysler .com	Pre-delivery inspection completed Tire condition and pressure checked
04/18/2013	168	Prestige Chrysler Jeep Dodge Las Vegas, NV 702-309-8000 prestigechryslerjeep dodge.com	Vehicle sold
05/29/2013		Nevada Motor Vehicle Dept. Las Vegas, NV Title #NV006191479-4	Title issued or updated Registration issued or renew ed First ow ner reported Titled or registered as personal vehicle
12/09/2013	4,109	Prestige Chrysler Jeep Dodge Las Vegas, NV 702-309-8000 prestigechryslerjeep dodge.com	Vehicle serviced
03/26/2014	6,632	Nevada Damage Report	Accident reported Vehicle tow ed
04/01/2014		Dealer Inventory	Vehicle offered for sale
05/05/2014	6,716	Sahara Chrysler Dodge Jeep Ram Las Vegas, NV 702-466-0033 saharachryslerdodgej eepram.com	Vehicle offered for sale
05/06/2014		Chrysler Group Certified Dealer Las Vegas, NV	Offered for sale as a Ram Certified Pre-Ow ned Vehicle  Certification includes: Up to 7-year/100,000-mile Pow ertrain Limited Warranty 3-month/3,000-mile Maximum Care Warranty 125-Point inspection
05/08/2014		Sahara Chrysler Dodge Jeep Ram Las Vegas, NV 702-466-0033 saharachryslerdodgej eepram.com	Vehicle serviced



I'm here to help! Print and bring my SmartBuyer Checklist  
w hen you go to test drive this 2013 Ram Ram Truck 1500  
SLT.

Tell us w hat you know about this vehicle

Have Questions? Consumers, please visit our Help Center at [www.carfax.com](http://www.carfax.com). Dealers or Subscribers, please visit our Help Center at [www.carfaxonline.com](http://www.carfaxonline.com).



## Glossary

[view Full Glossary](#)
**Accident / Damage Indicator**

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada. Different information in a vehicle's history can indicate an accident or damage, such as: salvage auction, fire damage, police-reported accident, crash test vehicle, damage disclosure, collision repair facility and automotive recycler records. Not every accident or damage event is reported and not all reported are provided to CARFAX. Details about the accident or damage event when reported to CARFAX (e.g. severity, impact location, airbag deployment) are included on the Vehicle History Report. CARFAX recommends you obtain a vehicle inspection from your dealer or an independent mechanic.

- According to the National Safety Council, Injury Facts, 2007 edition, 7% of the 245 million registered vehicles in the U.S. were involved in an accident in 2005. Over 75% of these were considered minor or moderate.
- CARFAX depends on many sources for its accident / damage data. CARFAX can only report what is in our database on 5/10/14 at 1:09:22 PM (EDT). New data will result in a change to this report.

**CARFAX Price Adjustment™**

Accidents, service records, number of owners and many other history factors can affect a vehicle's value. The CARFAX Price Adjustment is a tool that analyzes millions of used car transactions to measure how the combination of all the information reported to CARFAX affects the value of a particular vehicle. The vehicle's retail book value plus the CARFAX Price Adjustment will give you a more accurate measure of the vehicle's value. Use this tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

**First Owner**

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

**Ownership History**

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1994 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

**Title Issued**

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

5/10/14 1:09:22 PM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2013 RAM RAM TRUCK vehicle (VIN: 1C6RR6GT8DS558275), which is based on information supplied to CARFAX and available as of 5/10/14 at 1:09 PM (EDT).

---

 Customer Signature

---

 Date

---

 Dealer Signature

---

 Date

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

DERRICK POOLE,

Appellant,

Supreme Court Case No: 74808

v

District Court Case No.:  
A-16-737120-C

NEVADA AUTO DEALERSHIP  
INVESTMENTS LLC a Nevada  
Limited Liability Company d/b/a  
SAHARA CHRYSLER, JEEP,  
DODGE, and COREPOINTE  
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.  
The Honorable Nancy Alff, District Court Judge

---

**APPELLANT'S APPENDIX VOLUME 3**

---

Law Offices of George O. West III  
*Consumer Attorneys Against Auto Fraud*  
George O. West III Esq, State Bar No. 7951  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
Telephone : (702) 318-6570  
Email: gowesq@cox.net

CRAIG B. FRIEDBERG [SBN 4606]  
Law Offices of Craig B. Friedberg, Esq.  
Craig B. Friedberg, Esq, State Bar. No. 4606  
4760 S. Pecos Road, Suite 103  
Las Vegas, NV 89121  
Telephone: (702) 435-7968  
Email: attcbf@cox.net

Attorneys for Appellant Derrick Poole

### Appendix Alphabetical Index

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1	8/16/17	Defendants' Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants' Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
5	12/19/17	Defendant's Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
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3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643

4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
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1	8/16/17	Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
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2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avellini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844

4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
4	12/8/17	Motion to Retax and Settle Costs	855-865
4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
4-5	12/19/17	Defendant Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
5	12/23/17	Notice of Appeal	1009-1011
5	12/23/17	Case Appeal Statement	1012-1050
5	12/28/17	Transcript of Proceedings (Defendants' Motion for MSJ and Motions to Strike)	1051-1119
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
6	3/9/18	Order Granting, in Part, Defendants' Motion for Fees and Costs and Order Granting, in Part, Plaintiff's Motion to Retax Costs	1394-1397
6-7	3/20/18	Notice of Entry of Order (On Defendants' Motion For Attorney's Fees and Costs and Plaintiff's Motion to Retax and Settle Costs	1398-1403
7	3/28/18	Judgment	1404-1405
7	3/28/18	Notice of Entry of Judgment	1406-1409

1 generated by a computer or word processor, computer file, computer-generated  
2 matter, photograph, photographic negative, phonograph recording, transcript or log of  
3 such recording, projection, videotape, film microfiche, and all other data compilations  
4 from which information can be obtained or translated, reports of summaries of  
5 investigations, drafts and revisions of drafts of any DOCUMENTS and original  
6 preliminary notes or sketches.

### 7 **SUBJECT MATTERS AND TOPICS**

8 Defendant NEVADA AUTO DEALERSHIP INVESTMENTS (“SAHARA”)  
9 pursuant to Rule 30(b)(6), is to designate a person or persons best suited or  
10 knowledgeable to testify on behalf of SAHARA regarding following topics and/or subject  
11 matters :

12 1. Any of SAHARA’s policies, practices and procedures, whether written or  
13 unwritten, that were in effect in 2013 and 2014, that refer, reflect or relate to the retail  
14 sale of used vehicles to the community. The subject matters and topics would include,  
15 but are not limited to :

- 16 a. SAHARA’s policies, practices and procedures involving the retail sale of used  
17 vehicles that have been involved in previous collisions, accidents, that have  
18 actual frame or unibody damage, or have sustained previous frame and/or  
19 unibody damage.
- 20 b. Any and all factors, criteria, information, conditions, or other standards which  
21 SAHARA would take into account or consider in making the decision and/or  
22 determination in whether to enter a used vehicle in its inventory for  
23 subsequent retail resale to a consumer within the community.
- 24 c. **Any and all factors, criteria, information, documents, conditions,  
25 or other standards which SAHARA took into account, reviewed,  
26 utilized or considered in making the decision and/or  
27 determination in choosing to display for sale and to actually sell  
28 the VEHICLE at issued as a CPO certified vehicle.**
- d. SAHARA’s policies, practices and procedures involving any disclosures or  
information, whether written or oral, that SAHARA would communicate to  
the buyer of a retail used vehicle, that refer, reflect or relate to the vehicle’s  
mechanical condition, safety, previous damage, frame damage or any previous  
known repairs or mechanical work on the VEHICLE, prior to SAHARA  
entering into a contract with a buyer for the sale of a used vehicle.

- 1 e. Any disclosures or information, whether written or oral, that SAHARA  
2 communicated to the Plaintiff regarding the VEHICLE, that referred, reflected  
3 or related to the VEHICLE's mechanical condition, safety, previous damage,  
4 or any previous known repairs undertaken on the VEHICLE prior to SAHARA  
5 selling the VEHICLE to the Plaintiffs.  
6 f. Chrysler's certified pre owned ("CPO") vehicle program, as it relates to Dodge  
7 vehicles as identified in Exhibit 1, attached hereto, any eligibility factors,  
8 criteria or requirements, inspection requirements, certification requirements,  
9 disclosure requirements, any documents required to be obtained or prepared  
10 by YOU **before** a vehicle can be displayed or offered for sale to the  
11 community as a CPO vehicle.  
12 g. The DOCUMENTS or RECORDS that would be generated, prepared or  
13 obtained by SAHARA, in any, in assisting SAHARA in making a  
14 determination and/or decision as to whether SAHARA would enter a used  
15 vehicle into its used car inventory for purposes of reselling said used vehicle to  
16 a consumer within the community on a retail basis.  
17 h. Any factors, items, facts, criteria and/or standards, (based on the numerous  
18 years SAHARA has been selling retail vehicles to the community, coupled the  
19 thousands of retail vehicles SAHARA has sold to the community), which  
20 consumers would consider and/or take into account in making a  
21 determination, decision or choice to purchase a used vehicle.  
22 i. Any and all policies, practices or procedures, whether written or oral, and any  
23 factors, items, facts, criteria and/or standards SAHARA took into  
24 consideration or into account in valuating or whether to accepting a vehicle  
25 into YOUR inventory as part of a retail sale transaction involving the sale of a  
26 vehicle by YOU in 2014.  
27  
28

2. The nature, extent, method, mode, process, in addition to any policies,  
practices or procedures, whether written or oral, that were in effect in 2014 that  
SAHARA utilized, employed or used that refer, reflect relate to any inspection,  
examination, scrutiny, valuation, pricing, reconditioning, maintenance, repair or work  
undertaken on a used vehicle prior to listing or displaying any such vehicle for retail sale  
to the community.

3. The nature, extent, method, mode, process, in addition to any policy  
practice and/or procedure SAHARA utilizes, employs, uses, undertakes and/or  
performs, as well as all DOCUMENTS that are prepared, generated or obtained by  
SAHARA that refer, reflect or relate to the sale of a CPO vehicle in 2014.

1           4.     **The nature, extent, method, mode, process, in addition to any**  
2 **policy practice and/or procedure SAHARA utilizes, employs, uses,**  
3 **undertakes and/or performs, as well as all DOCUMENTS that are prepared,**  
4 **generated or obtained by SAHARA that refer, reflect or relate to any initial**  
5 **appraisal, initial inspection, any inspection or appraisal report involving**  
6 **the acquisition of procurement of a used car or trade in from a private**  
7 **party, prior to entering the vehicle into YOUR inventory for resale to the**  
8 **community.**

9           5.     The policies, practices and procedures of SAHARA's sales department that  
10 were in effect in 2014 that refer, reflect or relate to the retail sale of used vehicles to the  
11 community. This includes but is not limited to the preparation, presentation, execution  
12 and explanation of any and all paperwork that is generated and prepared by SAHARA  
13 and presented to the consumer relating to retail sale of used vehicles, which would  
14 include, but is not limited to preparation, execution and explanation of the Retail  
15 Installment Sales Contracts ("RISC), buyer's orders, warranty contracts, service  
16 contracts, inspection forms or reports, Carfaxes, Autocheck, vehicle history reports,  
17 odometer disclosures, etc.... Said person is to also be suitable to also testify about and  
18 purpose(s) for said documents, their content as well as the entries made by SAHARA's  
19 employees with respect to said DOCUMENTS.

20           6.     Authentication and/or the method, manner and mode of the preparation  
21 of any of the DOCUMENTS or RECORDS generated, obtained or maintained by YOU  
22 which refer, reflect or relate to the VEHICLE.

23           **PLEASE TAKE FURTHER NOTICE**, that pursuant to Rule 30(b)(5) the  
24 witnesses herein are to bring with them the following original documents, and if  
25 originals are not available, legible copies of the following documents :

26                   **DOCUMENTS TO BE PRODUCED**

27           1.     Any and all DOCUMENTS, including but not limited to any and  
28 protocols, manuals, guidelines, rules, checklists, standards, procedures, handbooks,  
instructions, guidebooks, or any other DOCUMENT, whether generated by YOU or by  
the manufacturer, that were in effect at the time relating to the acquisition, inspection  
or sale of a "certified pre-owned," as identified in Exhibit 1 attached hereto.

2. Any and all DOCUMENTS including any written policies, practices, procedures that were in effect at the time YOU acquired the Plaintiffs' VEHICLE into YOUR inventory that refer, reflect or relate to any, requirement, process, method or manner in which YOU are required to undertake any inspection of any vehicle which YOU intend to display and/or sell as a "certified pre owned," as identified in Exhibit 1, attached hereto.

3. Any and all DOCUMENTS generated by YOU that refer, reflect or relate to the CPO sale, CPO inspection, CPO eligibility, involving the VEHICLE.

4. Any and all Carfaxes, auto check or other similar report obtained by YOU prior to certifying the VEHICLE as a CPO vehicle, or given to presented to the Plaintiff.

Dated this 17<sup>th</sup> day of November, 2016

/s/ George O. West III  
George O. West III  
*Consumer Attorneys Against Auto Fraud*  
Attorney for Plaintiff  
**DERRICK POOLE**

**PROOF OF SERVICE**

STATE OF NEVADA                     )  
  )  
COUNTY OF CLARK                 )

On November 17, 2016, I served the forgoing document(s) described as 1) **SECOND AMENDED NOTICE OF TAKING 30(b)(6) REPRESENTATIVE FROM SAHARA CHRYSLER AND NOTICE TO PRODUCE DOCUMENTS** on interested party(ies) in this action by either fax and/or email, or by placing a true and correct copy and/or original thereof addressed as follows :

**BRIAN TERRY, ESQ**  
**DOUG DOUSMAN ESQ**  
Thorndale, Armstrong et al  
1100 East Bridger Ave  
Las Vegas, NV 89101  
bterry@thorndal.com  
djd@thorndal.com

**RICHARD GORDON, ESQ**  
**NATHAN KANUTE, ESQ**  
Snell & Wilmer  
3883 Howard Hughes Pkwy  
Suite 1100  
Lass Vegas, NV 89169  
rgordon@swlaw.com  
nkanute@swlaw.com

☐ **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal service on that same day with first class postage thereon fully prepaid at Las Vegas, NV in the ordinary course of business.

☐ **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or to the attorney listed as the addressee below.

☐ **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule 7.26(a), as set forth herein.

☒ **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and the EDCR on electronic service, I hereby certify that service of the aforementioned document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and NRCP, as set forth herein.

Executed on this 17<sup>th</sup> day of November, 2016

/s/ George O. West III  
GEORGE O. WEST III

# **EXHIBIT 16**

Date: 5-5-14 Salesperson: Tony C  
 Customer Name: Andrew Hinton Phone: \_\_\_\_\_

Year: 2003 Make: Dodge Ram Model: 1500 Bighorn Body: 2w Trim: Hemi ☐ 2x ☐ 4x  
 Engine: 5.7L Color: Blue Mileage: 6716 ☐ Actual ☐ Over 100K ☐ Unknown

Lic. # \_\_\_\_\_ State: NV

1	C	6	R	6	G	T	8	D	9	5	5	8	2	7	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

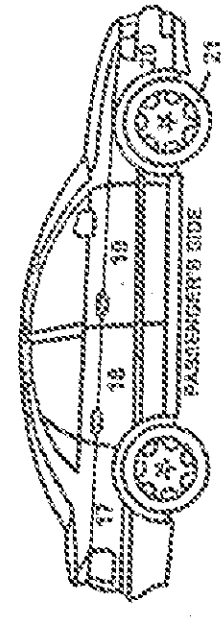
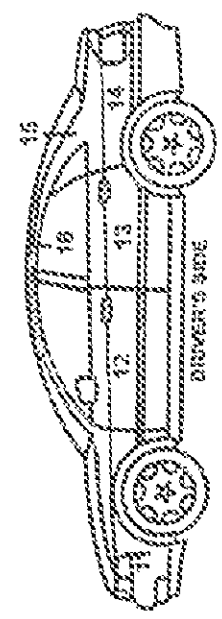
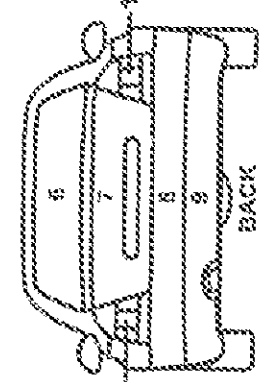
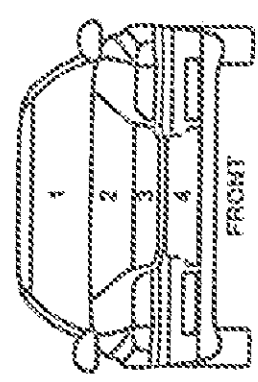
- CHECK OPTIONS INCLUDED ON VEHICLE**
- |  |   |  |   |  |   |
|--|---|--|---|--|---|
| <input type="checkbox"/> Auto Trans.         | <input checked="" type="checkbox"/> Tilt          | <input checked="" type="checkbox"/> CD         | <input type="checkbox"/> Leather                | <input type="checkbox"/> Moon or Sun Roof        | <input type="checkbox"/> Dually                       |
| <input type="checkbox"/> Manual Trans.       | <input checked="" type="checkbox"/> Cruise        | <input checked="" type="checkbox"/> CD Changer | <input checked="" type="checkbox"/> Power Seats | <input checked="" type="checkbox"/> Tow Package  | <input type="checkbox"/> 24 Keys                      |
| <input checked="" type="checkbox"/> A/C      | <input checked="" type="checkbox"/> Power Windows | <input checked="" type="checkbox"/> Navigation | <input type="checkbox"/> Third Seal             | <input checked="" type="checkbox"/> Alloy Wheels | <input type="checkbox"/> Remarks <u>Runner boards</u> |
| <input checked="" type="checkbox"/> Rear A/C | <input checked="" type="checkbox"/> Power Locks   | <input type="checkbox"/> DVD                   | <input checked="" type="checkbox"/> Quad Seats  | <input checked="" type="checkbox"/> 20" + Wheels | <input type="checkbox"/> Other _____                  |

Has this vehicle ever been in an accident? ☐ Yes ☐ No Does the vehicle have a salvage title? ☐ Yes ☐ No The mileage on this vehicle is true and accurate? ☐ Yes ☐ No

Customer Signature: \_\_\_\_\_

1 <u>Small Accident</u>	Paint/Body \$ _____
2 _____	Frame/Unibody \$ _____
3 _____	Glass \$ _____
4 <u>Has Title NV</u>	Upholster/Carpet \$ _____
5 _____	Tires \$ _____
6 _____	Brakes \$ _____
7 _____	Radio \$ _____
8 _____	Pwr Accessories \$ _____
9 _____	Engine/Trans. \$ _____
10 _____	A/C / Heater \$ _____
	<b>Total \$ _____</b>

Book Sheet \$ _____	
MMR \$ _____	
Auto Check \$ _____	
Total Recon. \$ _____	
ACV \$ _____	
MGR \$ _____	



# **EXHIBIT 17**

1 **DDW**

2 BRIAN K. TERRY, ESQ.

3 Nevada Bar No. 3171

4 THORNDAL ARMSTRONG DELK

5 BALKENBUSH & EISINGER

6 1100 East Bridger Avenue

7 Las Vegas, NV 89101-5315

8 Mail To:

9 P.O. Box 2070

10 Las Vegas, NV 89125-2070

11 Tel.: (702) 366-0622

12 Fax: (702) 366-0327

13 E-Mail: [bterry@thorndal.com](mailto:bterry@thorndal.com)

14 Attorney for Defendants, Nevada Auto

15 Dealership Investments LLC d/b/a Sahara

16 Chrysler and Corepointe Insurance Co.

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 DERRICK POOLE,

20 Plaintiff,

21 v.

22 NEVADA AUTO DEALERSHIP

23 INVESTMENTS LLC, a Nevada Limited

24 Liability Company d/b/a SAHARA

25 CHRYSLER; JEEP, DODGE, WELLS FARGO

26 DEALER SERVICES INC., COREPOINTE

27 INSURANCE COMPANY; and DOES 1

28 through 100, Inclusive,

Defendant.

Case No.: A-16-737120-C

Dept. No.: XXVII

**DEFENDANT NEVADA AUTO  
DEALERSHIP INVESTMENTS LLC  
D/B/A SAHARA CHRYSLER, JEEP,  
DOODGE AND COREPOINTE  
INSURANCE CO.'S INITIAL NRCP 16.1  
DISCLOSURE OF WITNESSES AND  
DOCUMENTS**

Defendants, NEVADA AUTO DEALERSHIP INVESTMENTS LLC d/b/a SAHARA  
CHRYSLER, JEEP, DOODGE AND COREPOINTE INSURANCE CO., by and through their  
counsel of record, the Law Offices of Thorndal Armstrong Delk Balkenbush & Eisinger, and  
hereby submit their Early Case Conference Initial List of Witnesses and Documents as follows:

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I.  
WITNESSES

1. DERRICK POOLE  
3311 Heavenly View Court  
Las Vegas, NV 89117

Mr. Poole will testify concerning his personal knowledge regarding the incident at issue.

2. 30(b)(6) Designee  
NEVADA AUTO DEALERSHIP INVESTMENTS LLC  
5050 W. Sahara Avenue  
Las Vegas, NV 89146

The 30(b)(6) Designee is expected to testify regarding the incident at issue.

3. 30(b)(6) Designee  
COREPOINT INSURANCE CO.  
1000 Chrysler Drive  
Auburn Hills, MI 48326

The 30(b)(6) Designee is expected to testify regarding the incident at issue.

4. 30(b)(6) Designee  
WELLS FARGO DEARLER SERVICES, INC.  
15750 Anton Pkwy.  
Irvine, CA 92618

The 30(b)(6) Designee is expected to testify regarding the incident at issue.

5. Travis Spruell, Sales Consultant  
Sahara Chrysler  
5050 W. Sahara Avenue  
Las Vegas, NV 89146

Mr. Spruell will testify concerning his personal knowledge regarding the incident at issue.

6. Brian Francis, Sales Manager  
Sahara Chrysler  
5050 W. Sahara Avenue  
Las Vegas, NV 89146

Mr. Francis will testify concerning his personal knowledge regarding the incident at issue.

7. Noah Grant, F&I Manager  
Sahara Chrysler  
5050 W. Sahara Avenue  
Las Vegas, NV 89146

Mr. Grant will testify concerning his personal knowledge regarding the incident at issue.

///  
///

8. Nathaniel Petti, Service Advisor  
Desert 215 Superstore  
8030 Rafael Rivera Way  
Las Vegas, NV 89113

Mr. Petti will testify concerning his personal knowledge of servicing to the vehicle made at plaintiff's request.

9. Dale Hinton  
2315 Malaga Peak Street  
Las Vegas, NV 89135

Mr. Hinton will testify concerning the maintenance and accident history of the vehicle.

## II.

## DOCUMENTS

1. Purchase documents Re: Dale Hinton for 2013 Ram Truck 1500, VIN 1C6RR6GT8DS558275, NVAUTO0000001-16.

2. Estimate of Record for 2013 Ram Truck 1500, VIN1C6RR6GT8DS558275  
by Allstate Fire and Casualty Ins. Co. for date of loss 3/26/14, NVAUTO0000017-24.

3. Thirty-one (31) photos of Ram Truck damages, NVAUTO0000025-55.

4. Nineteen (19) photos of Jeep damage, NV000056-74.

5. Certified Pre-Owned Vehicle Inspection Checklist for 2013 Ram Truck 1500, VIN1C6RR6GT8DS558275 dated 5/8/14, NVAUTO0000075-76.

6. Mechanical Repair Service Contract for Manufacturer Certified Vehicles for 2013 Ram Truck 1500, VIN 1C6RR6GT8DS558275 dated 5/8/14, NVAUTO000077-78.

7. CARFAX Vehicle History Report for 2013 Ram Truck 1500, VIN 1C6RR6GT8DS558275 dated 5/10/14 and signed by Plaintiff, NVAUTO000079-86.

8. Service Order from Desert 215 Superstore for 2013 Ram Truck 1500, VIN 1C6RR6GT8DS558275 dated 5/12/15, NVAUTO0000087-91.

9. Service Order from Sahara Chrysler Jeep Dodge Ram for 2013 Ram Truck 1500, VIN 1C6RR6GT8DS558275 dated 5/12/15, NVAUTO0000092-94.

10. Certified Pre-Owned Vehicle Delivery Check Sheet for 2013 Ram Truck 1500, VIN1C6RR6GT8DS558275 dated 5/26/14, NVAUTO000095-99.

// // //

1           11.     Simple Interest Vehicle Contract for Sale and Security Agreement between  
2 Plaintiff and Sahara Chrysler Jeep Dodge Ram for 2013 Ram Truck 1500 SLT, VIN  
3 1C6RR6GT8DS558275 dated 5/26/14, NVAUTO000100-107.

4           12.     Plaintiff's Application and financing/purchasing documents for 2013 Ram Truck  
5 1500 SLT, VIN 1C6RR6GT8DS558275, NVAUTO000108-185.

6           13.     ACORD General Liability Notice of Occurrence/Claim dated 6/9/15,  
7 NVAUTO000186-189.

8           14.     Maintenance by Desert 215 Superstore for 2013 Ram Truck 1500 dated 2/15/16,  
9 NVAUTO000190-192.

10          15.     Dealer Operations Manual for CPO Certification, NVAUTO000193-249.  
11 DATED this 30<sup>th</sup> day of September, 2016.

12                   THORNDAL ARMSTRONG DELK  
13                   BALKENBUSH & EISINGER

14                   /s/ **Brian K. Terry**

15                   \_\_\_\_\_  
16 Brian K. Terry, Esq.  
17 Nevada Bar No. 003171  
18 1100 East Bridger Avenue  
19 Las Vegas, NV 89101-5315  
20                   Mail To:  
21                   P.O. Box 2070  
22                   Las Vegas, NV 89125-2070  
23 Tel.: (702) 366-0622  
24 Fax: (702) 366-0327  
25 E-Mail: [bterry@thorndal.com](mailto:bterry@thorndal.com)

26                   Attorney for Defendant, Nevada Auto  
27                   Dealership Investments LLC d/b/a  
28                   Sahara Chrysler and Corepointe Insurance  
                  Co.

**CERTIFICATE OF SERVICE**

Pursuant to NRCP Rule 5(b), on the 30<sup>th</sup> day of September, 2016, service of  
**DEFENDANTS NEVADA AUTO DEALERSHIP INVESTMENTS LLC D/B/A SAHARA  
CHRYSLER AND COREPOINTE INSURANCE CO.'S INITIAL NRCP 16.1  
DISCLOSURE OF WITNESSES AND DOCUMENTS** was made upon each of the parties via  
electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve system.

NAME	TEL., FAX & E-MAILS	PARTY REPRESENTING
George O. West III, Esq. Law Offices of George O. West III 10161 Park Run Drive, Suite 150 Las Vegas, NV 89145	Tel.: (702) 318-6570 Fax: (702) 664-0459  E-Mail: <a href="mailto:gowesq@cox.net">gowesq@cox.net</a>	Plaintiff, Derrick Poole
Nathan G. Kanute, Esq. Snell & Wilmer, L.L.P. 50 W. Liberty St., #510 Reno, NV 89501	Tel.: (775) 785-5440 Fax: (775) 785-5441  E-Mail: <a href="mailto:nkanute@swlaw.com">nkanute@swlaw.com</a>	Defendant, Wells Fargo Dealer Services, Inc.
Jeffrey A. Bendavid, Esq. Moran Brandon Bendavid Moran 630 S. Fourth Street Las Vegas, NV 89101	Tel.: (702) 384-8424 Fax: (702) 384-6568  E-Mail: <a href="mailto:J.Bendavid@MoranLawFirm.com">J.Bendavid@MoranLawFirm.com</a>	Defendant, Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co.

/s/ Anedra Wylie

\_\_\_\_\_  
An employee of THORNDAL ARMSTRONG  
DELK BALKENBUSH & EISINGER

# **EXHIBIT 18**

**SECTION A:**

Buyer's Name(s): DERRICK RAY POOLE

Name:

Address: 5311 HEAVENLY VIEW CT

City: LAS VEGAS

County: N/A

State: NV

Zip: 89117

Bus. Phone: (702) 882-1952

Res. Phone: (702) 882-1952

CREDITOR: Sahara Chrysler Jeep Dodge Ram

Address: 5050 West Sahara Avenue

City: Las Vegas

County:

State: NV

Zip: 89146

Phone (800) 506-5050

Stock No.: 9344

Salesman: TRAVIS SERRUCCI

Date: 05/26/14

**SECTION B:****DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.**

Your Payment Schedule will be:

(e) means an estimate

**ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

15.40%

**FINANCE CHARGE**

The dollar amount the credit will cost you.

\$ 16,487.39

**Amount Financed**

The amount of credit provided to you or on your behalf.

\$ 30,638.77

**Total of Payments**

The amount you will have paid after you have made all payments as scheduled.

\$ 47,126.16

**Total Sales Price**

The total cost of your purchase on credit, including your down payment of \$ 3,190.99

\$ 50,317.15

Number of payments:	Amount of payments:	When payments are due:
72	654.53	MONTHLY, BEGINNING 06/25/14

**INSURANCE AND DEBT CANCELLATION:** Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

	Premium:	Term:	Signature(s):
Credit life:	\$ N/A	N/A	I want credit life insurance: <input checked="" type="checkbox"/> Signature(s):
Joint credit life:	\$ N/A	N/A	We want joint credit life insurance: <input checked="" type="checkbox"/> Signature(s):
Credit disability:	\$ N/A	N/A	I want credit disability insurance: <input checked="" type="checkbox"/> Signature(s):
Credit life and disability:	\$ N/A	N/A	I want credit life and disability insurance: <input checked="" type="checkbox"/> Signature(s):
Joint credit life and disability:	\$ N/A	N/A	We want joint credit life and single disability insurance: <input checked="" type="checkbox"/> Signature(s):
Debt cancellation coverage (GAP coverage):	\$ N/A	N/A	I want debt cancellation coverage (GAP coverage): <input checked="" type="checkbox"/> Signature(s):

You may obtain property insurance from anyone you want that is acceptable to the Creditor on page 1 of 2. If you get the insurance from the Creditor, you will pay \$ \_\_\_\_\_ and the term of the insurance will be \_\_\_\_\_.

**SECURITY:** You are giving a security interest in the goods or property being purchased.

☐ If checked, you are giving a security interest in \_\_\_\_\_.

**LATE CHARGE:** If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**SECTION C: ITEMIZATION OF AMOUNT FINANCED.**

- Vehicle Selling Price \$ 28,482.00  
Plus: Documentary Fee \$ 487.00  
(This charge represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.)  
Plus: Emissions Inspection Fee \$ N/A  
Plus: Other ( ) \$ N/A  
Plus: Other ( ) \$ N/A  
Plus: Other ( ) \$ N/A  
Total Taxable Selling Price \$ 28,969.00  
2. Total Sales Tax \$ 2,395.01
- Amounts Paid to Public Officials  
a. Titling Fee \$ 28.25  
b. Registration Fee \$ N/A  
c. Other \$ N/A  
Total Official Fees (Add 3a through 3c) \$ 28.25
- Optional, nontaxable, fees or charges  
a. DATA DOTS DNA \$ 168.50  
b. \$ N/A  
c. \$ N/A  
d. SWDS-ALARM \$ 599.00  
e. \$ N/A  
f. \$ N/A

Total Optional, nontaxable, fees or charges

(Add 4a through 4f)

787.50

**SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.**

This contract is made the 26 (day) of May (month) of 2014 (year), between you, the Buyer(s) shown on page 1 of 2, and us, the Seller shown as Creditor on page 1 of 2. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B on page 1 of 2), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

Used Year and Make: 2013 RAM

Series: 1500 BIG HORN 2WD QUAD CAB AUTO No. Cyl.: 0

If truck, ton capacity: 0

Manufacturer's Serial Number: 1C6RR6GT8DS558275

Use for which purchased ☒ Personal ☐ Business ☐ Agriculture

INCLUDING:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Sun/Moon Roof       | <input type="checkbox"/> Air-Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering      | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats            |
| <input type="checkbox"/> Power Windows       | <input type="checkbox"/> Tilt Wheel       | <input type="checkbox"/> Vinyl Top              |
| <input type="checkbox"/> Cassette            | <input type="checkbox"/> Cruise Control   | <input type="checkbox"/> AM/FM Stereo           |
| <input type="checkbox"/> Compact Disc Player |   |   |

BLUE Color Tires N/A

You, severally and jointly, promise to pay us the Total of Payments (shown in

NVAUTO000100

JOINT APPENDIX 507

1. Vehicle Selling Price \$ 28,482.00  
 Plus: Documentary Fee \$ 487.00  
 (This charge represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.)  
 Plus: Emissions Inspection Fee \$ N/A  
 Plus: Other ( ) \$ N/A  
 Plus: Other ( ) \$ N/A  
 Plus: Other ( ) \$ N/A  
 Total Taxable Selling Price \$ 28,969.00  
 2. Total Sales Tax \$ 2,395.01  
 3. Amounts Paid to Public Officials  
 a. Titling Fee \$ 28.25  
 b. Registration Fee \$ N/A  
 c. Other \$ N/A  
 Total Official Fees (Add 3a through 3c) \$ 28.25  
 4. Optional, nontaxable, fees or charges  
 a. DATA DOTS DNA \$ 188.50  
 b. \$ N/A  
 c. \$ N/A  
 d. SWDS-ALARM \$ 599.00  
 e. \$ N/A  
 f. \$ N/A  
 Total Optional, nontaxable, fees or charges (Add 4a through 4f) \$ 787.50  
 5. TOTAL CASH SALES PRICE \$ 32,179.76  
 6. Gross Trade-In Allowance \$ 4,000.00  
 2005 DODGE DURANGO 104H858055E531638  
 Year Make Model VIN  
 Less Prior Credit or Lease Balance \$ 1,133.01  
 Net Trade-In Allowance \$ 2,866.99  
 (If negative, enter 0 and see line 11a)  
 7. Down Payment (Other Than Net Trade-In Allowance):  
 a. Trade-In Sales Tax Credit \$ 324.00  
 b. Cash \$ N/A  
 c. Manufacturer's Rebate \$ N/A  
 d. Deferred Down Payment \$ N/A  
 e. Other ( ) \$ N/A  
 Down Payment (Add 7a through 7e) \$ 324.00  
 8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 3,190.99  
 9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) \$ 28,988.77  
 10. Plus Optional Insurance and Debt Cancellation Charges\*  
 a. Credit Life Insurance Premium  
 Paid to ( ) Term ( ) \$ N/A  
 b. Credit Disability Insurance Premium  
 Paid to ( ) Term ( ) \$ N/A  
 c. Debt Cancellation Coverage (GAP Coverage)  
 Paid to ( ) Term ( ) \$ N/A  
 d. Other Insurance  
 Paid to ( ) Term ( ) \$ N/A  
 Total Optional Insurance and Debt Cancellation Charges (Add 10a through 10d) \$ N/A  
 11. Other Amounts Financed\*  
 a. Prior Credit or Lease Balance  
 Paid to ( ) \$ N/A  
 b. SERVICE CONTRACT  
 Paid to ( AUTO WARR SERV ) \$ 1,650.00  
 c.   
 Paid to ( ) \$   
 Total Other Amounts Financed (Add 11a through 11c) \$ 1,650.00  
 12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 30,638.77  
 \*Seller may retain or receive a portion of this amount.

# AND SECURITY AGREEMENT.

This contract is made the 26 (day) of May (month) of 2014 (year), between you, the Buyer(s) shown on page 1 of 2, and us, the Seller shown as Creditor on page 1 of 2. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B on page 1 of 2), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):  
 New or Used: USED Year and Make: 2013 RAM  
 Series: 1500 BIG HORN 2WD QUAD CAB AUTO No. Cyl.: 0

If truck, ton capacity: 0

Manufacturer's Serial Number: 1C6RR6GT8DS558275  
 Use for which purchased: ☒ Personal ☐ Business ☐ Agriculture

INCLUDING:  
☐ Sun/Moon Roof ☐ Air-Conditioning ☐ Automatic Transmission  
☐ Power Steering ☐ Power Door Locks ☐ Power Seats  
☐ Power Windows ☐ Tilt Wheel ☐ Vinyl Top  
☐ Cassette ☐ Cruise Control ☐ AM/FM Stereo  
☐ Compact Disc Player

BLUE Color Tires N/A Lic. No.

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B) according to the Payment Schedule (also shown in Section B), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed on page 1 of 2.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street 3311 HEAVENLY VIEW CT City LAS VEGAS

County N/A State NV

Your address after receipt of possession of Collateral:

Street 3311 HEAVENLY VIEW CT City LAS VEGAS

County N/A State NV

## Notice of Rescission Rights (Option to Cancel)

If the Buyer signs here, the notice of rescission rights on page 2 of 2 is applicable to this contract.

Buyer's signature 

Co-Buyer's signature X

9. UNPAID BALANCE OF CASH SALES PRICE  
(Subtract \$ from 5) \$ 28,988.77

10. Plus Optional Insurance and Debt Cancellation Charges\*

a. Credit Life Insurance Premium  
Paid to ( ) Term ( ) \$ N/A

b. Credit Disability Insurance Premium  
Paid to ( ) Term ( ) \$ N/A

c. Debt Cancellation Coverage (GAP Coverage)  
Paid to ( ) Term ( ) \$ N/A

d. Other Insurance  
Paid to ( ) Term ( ) \$ N/A

Total Optional Insurance and Debt Cancellation  
Charges (Add 10a through 10d) \$ N/A

11. Other Amounts Financed\*

a. Prior Credit or Lease Balance  
Paid to ( ) \$ N/A

b. SERVIC CONTRACT  
Paid to ( AUTO WARR SERV ) \$ 1,650.00

c.   
Paid to ( ) \$

Total Other Amounts Financed (Add 11a through 11c) \$ 1,650.00

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 30,638.77

\*Seller may retain or receive a portion of this amount.

Street 3311 HEAVENLY VIEW CT City LAS VEGAS

County N/A State NV

Notice of Rescission Rights  
(Option to Cancel)

If the Buyer signs here, the notice of rescission rights on page 2 of 2 is applicable to this contract.

Buyer's signature [Signature]

Co-Buyer's signature X

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth in this contract are a part of this contract and are incorporated herein by reference.

OPTION: N/A You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year).

SELLER'S INITIALS: [Signature]

#### SECTION E

☐ If checked, you agree to use electronic records and electronic signatures to document this contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local law and regulations.

UPON ENTERING INTO THIS CONTRACT, YOU WILL RECEIVE A PAPER COPY OF THE ORIGINAL CONTRACT ELECTRONICALLY SIGNED AND COMPLETE WITH ALL TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.

#### NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the finance charge. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

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.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo en la página 1 de 2, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN PAPER COPY OF THIS CONTRACT AND THE DISCLOSURE ON PAGE 1 OF 2 AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C.

Buyer: [Signature] Date: 05/26/14 Co-Buyer: [Signature] Date: 05/26/14

Creditor: \_\_\_\_\_ Date: \_\_\_\_\_ By: X Title: Finance Manager

# **EXHIBIT 19**



A CONSUMER PROTECTION COMPANY

**#1** IN THE DETECTION OF IMPROPER COLLISION AND MECHANICAL REPAIRS  
AND THE LEADER IN THE EVALUATION OF DIMINISHED VALUE !

## DIMINISHED VALUE ASSESSMENT

PREPARED FOR:  
Derrick Poole



Due to condition of the vehicle during the inspection process the vehicle illustrated in this photograph may not be the subject vehicle

2013 Dodge Ram 1500  
Quad Cab Blue

Nevada Office & **Mailing Address**  
5258 S. Eastern Ave. Ste 207  
Las Vegas, NV 89119

Phone: 800 762-2671 • Fax: 310 241-0337  
wreckcheckcarscan.com  
rocco@wreckcheckcarscan.com

California Office  
217 N. Irena St. Ste. A  
Redondo Beach, CA 90277

JOINT APPENDIX 511

## **REPORT EXHIBIT INDEX**

Exhibit	Report Description The Items Listed Below Will Appear In Order In The Report.	# of Pgs
1	Vehicle Condition Report	8
2	6 Photographs of Subject Vehicle	1
3	Allstate Fire & Casualty Insurance Repair Estimate Of Record	6
4	Manheim Auto Auction Post Sales Results	2
5	Wreck Check Car Scan Center Diminished Value Report	2
6	5 Auto Trader & CARS.com Comparable vehicles.	7
7	Guide To Certified Pre-Owned Vehicle Programs	1
8	Devery Holmes v. 20 <sup>th</sup> Century Insurance Diminished Value Judgment.	3
9	Article <i>DIMINUTION IN VALUE IS A RECOVERABLE ELEMENT OF TORT DAMAGES</i> By Russell Kerr	3
10	Current Curriculum Vitae for Rocco J. Avellini.	14

### Additional Inspection Information

***Please be advised that due to the nature of damage to improperly repaired collision or mechanically damaged vehicles it is sometimes necessary to conduct additional inspections and/or to dismantle certain parts to verify and analyze all remaining damage to the subject vehicle. In many instances when dealing with your original repairer or dealer this VCR may be sufficient information for them to complete a re-repair estimate for your review and authorization before any corrective measures begin. Please be advised that the re-repair process to a prior collision or mechanically damaged vehicle is different than the process that took place during the initial repair. All corrective measures must be performed by a facility familiar with the re-repair process of improperly repaired collision or mechanically damaged vehicles.***

# Exhibit 1

June 1, 2016

CLIENT INFORMATION	
NAME	Derrick Poole
ADDRESS	9311 Heavenly View Ct.
CITY	Las Vegas
STATE/ZIP	NV/89117

VEHICLE INFORMATION			
YEAR/MAKE	2013 Dodge		
MODEL	Ram 1500 4X2 Quad Big Horn		
VIN	323		
MILEAGE	6,632 @ DOL		
ENGINE	8 Cyl/5.7L/FI		
TRANSMISSION	AUTO	Y	MANUAL
DRIVE	2WD	Y	4WD AWD

VEHICLE OPTIONS							
ABS	Y	Cassette		Leather Seats		P/Seats Dual	Towing Package Y
A/Conditioning	Y	CD Multi		Moon Roof		P/Steering	Y Traction Cont
A/Cond. Dual Zone		CD Single	Y	MP3	Y	P/Door Locks	Y Wheels Alloy
Air Bags Dual	Y	Cruise Control	Y	Navigation	Y	P/Windows	Y Wheels Prem.
Air Bags Side	Y	DVD		Prkg. Sensors		Rear Defrost	Wheels 19"
A/B Cut Off Sensor		Entertainmt Syst.		Prem. Package		Rear Spoiler	Wheels 20" Y
Anti-Theft System		Heated Mirrors	Y	Prem. Sound		Sport Package	3rd Row Seats
Back Up Camera		Heated Seats		Privacy Glass		Stability Cont	Y
Blue Tooth		Integrated Ph.	Y	P/Seats	Y	Tinted Glass	

VCR	Vehicle Condition Report
OEM	Original Equipment Manufacturers
DVA	Diminished value Assessment
TSB	Technical Service Bulletins
R&I	Remove & Install parts needed to complete subject repairs
R&R	Remove & Replace parts needed to complete subject repairs
S.U.M.	Set Up & Measurement of the frame/unibody to determine Sway, Sag, Mash and/or Diamond conditions.
PTR	Product Thickness Reading which measures the Mils of product such as bondo/body filler, corrosion protection, primers and top coat. The gauge measures from 0 – 40 mils of product and the gauge will read - - - - means the product exceeds 40 mils. Any reading above 4 – 6 Mils of product is evidence that repairs were completed to the body panel.
Sway	Uni – body/Frame condition occurs when the structure of a vehicle is moved to the right and/or left.
Sag	Uni – body/Frame condition occurs when the structure of a vehicle is moved up and/or down.
Mash	Uni – body/Frame condition occurs when the structure of a vehicle is moved forward and/or backward.
Diamond	Uni – body/Frame condition occurs when either the right or left side of the structure of the vehicle is moved forward or backward and the opposite side remains stationary.

## **ASSIGNMENT:**

Wreck Check Car Scan Centers was retained by Mr. Derrick Poole to complete a Diminished Value Assessment for the subject vehicle listed above. This report contains my expert opinions as to the vehicle's inherent loss in value as a result of the subject accident.

## **INSPECTION AND LOCATION:**

I inspected the subject vehicle at the office of Wreck Check Car Scan Center located in Las Vegas, NV on May 20, 2016 at approximately 9:00AM. My inspection included photographing the subject vehicle, inspecting the engine and trunk area, interior, underside and the front and rear suspensions and completing product thickness reading on the exterior panels of the vehicle.

## **QUALIFICATIONS:**

My curriculum vitae is attached to this report. I am recognized in the automotive community as an expert in inspecting vehicles for the purpose of determining quality of collision and mechanical repair work, deficiencies in repairs and calculating vehicle inherent and repair related diminished value. In addition my experience extends to the evaluation of Actual Cash Value of vehicle, collision monitoring, determining total loss of damaged vehicles, dealer fraud and lemon law.

I have been qualified to testify in arbitration and trial on a multitude of occasions on the issues stated in the paragraph immediately herein above.

## **RESEARCH AND INVESTIGATION CONDUCTED:**

Our office communicated with the vehicle owner and the Law Office of George O. West several days prior to my inspection at which time they briefly discussed the overall condition of the vehicle at the time after the purchase and also scheduled my inspection. Mr. Poole was concerned that the because the subject vehicle was damaged at the time of purchase it was not worth the same as an undamaged vehicle and the should not have been offered as a Certified Pre – Owned vehicle.

My research included searching the open market for comparable vehicles closest in make, mileage and quality as the subject vehicle other than the damage sustained in the collision; obtaining national wholesale buy back offers from the Manheim website; obtaining the cost per day to rent a comparable vehicle; and examining the final repair estimate, areas of damage and amount of damage the subject vehicle sustained.

It is my opinion that upon disclosure of the subject accident and subsequent collision repairs any potential buyer of this vehicle will elect not to purchase the vehicle for full retail value leaving Mr. Derrick Poole with the inability to be made whole.

## **DESCRIPTION OF PHOTOGRAPHS:**

The photographs listed below are supplied to identify the subject vehicle:

1. Left front and side view.
2. Left rear and side view.
3. Right front and side view.
4. Right rear and side view.
5. View of the instrument cluster showing the vehicle's current mileage.

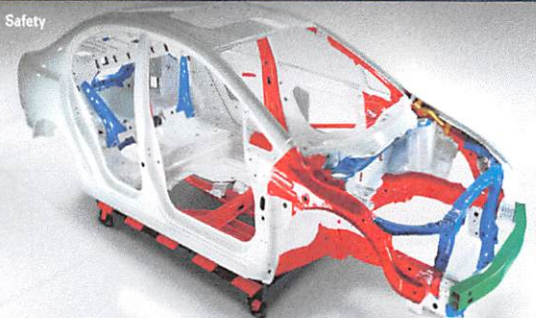
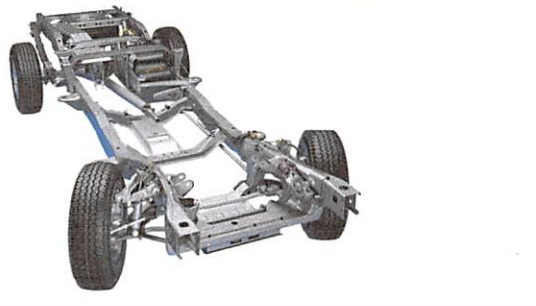
6. View of the manufacturers information label showing the production date and the vehicle identification number.

#### EXTENT OF DAMAGE:

The total cost of repairs was \$4,088.77. This represents 12.6% of the fair market value of the vehicle at the time of the loss. The fair market value is addressed later in this report.

<b>AREAS OF DAMAGE</b>	
<b>Structural Components</b> <i>Inc. Sidemembers, Rails, Floors, Rocker Panels, Hinge Pillars, Roof Panels</i>	<b>Major Welded on Body Panels:</b> <i>Inc. Aprons, Radiator Support, Rear Body Panel, Quarter Panels Inner &amp; Outer</i>
1.	1. Front radiator support replaced.
<b>Major Bolted on Body Parts:</b> <i>Inc. All Bolted On Body Parts</i>	<b>Major Suspension &amp; Mechanical Components:</b>
1. Front bumper chrome replaced w/reconditioned part. 2. Front upper bumper cover replaced. 3. Front bumper impact bracket replaced. 4. Left front headlamp replaced. 5. Left fender repaired.	1. Left front wheel replaced w/reconditioned part. 2. Front stabilizer bar link replaced w/aftermarket parts. 3. Left front inner & outer tie rod replaced. 4. 2 Wheel Alignment.
<b>Frame/Uni-body Damage:</b> <i>See Diagrams Below</i>	<b># of Components Requiring Paint:</b> <i>Inc. Inner &amp; Outer Panels</i>
1.	1. Front upper bumper cover. 2. Left fender.
<b>Supplemental Restraint System Deployment</b>	
<b>Drivers Side:</b>	<b>Passenger Side:</b>
1.	1.

Areas of damage marked unknown will need an additional inspection or further testing due to the inability to fully view or diagnose the damage.

THE SUBJECT VEHICLE IS A			
	<b>N</b>	UNI-BODY CONSTRUCTION	Many structural and body parts welded together to construct one UNI-BODY. Attached to the Uni-body are front and rear suspension cross members.
	<b>Y</b>	FULL FRAME CONSTRUCTION	Frame is a component consisting of steel beams which houses the engine and passenger compartment.
<p>Over the years there has been some confusion regarding the words used to identify the two types of vehicle construction. Prior to popularity of uni-body construction the majority of the vehicle were assembled utilizing full frame construction however even after the majority of the vehicles were assembled utilizing uni-body construction the use of the word "frame" continued. There should be no confusion regarding the two types of vehicle construction, a uni-body vehicle does not have a full frame.</p>			

COLLISION REPAIR INVOICES:	
Repair Facility	Universal Motorcars
Initial Repair Invoice:	\$4,088.77
Supplement 1	\$
Total	\$4,088.77

BUYBACK OFFERS:			
Dealer/Location/# Of Vehicles	Wholesale Sale Price ***	12.6% Deducted **	Total
Manheim/National/6	\$16,150.00 Year 1 = \$807.50 Year 2 = \$847.87 Total 17,805.35	\$2,243.47	\$15,561.87

\* - The dollar amount listed in this column are an average of vehicles that actually sold @ Manheim Auto Auction within the past 30 days.

\*\* - The dollar amount listed in this column is the percentage deducted from the average Wholesale Sale Price due to the damage and subsequent repairs.

\*\*\* - 5% was added to these vehicle for model year adjustments.

The Manheim Post Sales Result Vehicle Listings are attached to this report.

<b>COMPARABLE VEHICLES:</b> If applicable 5% per year is added to the vehicles value from the date of loss to arrive at the current vehicles value.				
Date Of Loss – March 26, 2014				
Source	Amount	Mileage Adj.	Model Year Adj.	Total
			<b>2 Market Years</b>	
Auto Trader 1	\$31,977.00	\$	Year 1	\$
Auto Trader 2	\$29,700.00	\$	\$1,468.69	\$
Auto Trader 3	\$28,911.00	\$		\$
Auto Trader 4	\$28,300.00	\$	Year 2	\$
Auto Trader 5	\$27,981.00	\$	\$1,42.12	\$
<b>Average</b>	<b>\$29,373.80</b>		<b>Final Average</b>	<b>\$32,384.61</b>

This office did not secure a Carfax report confirming the reporting of this vehicle as being involved in the collision.

I also obtained a national wholesale seven buy back offers from the Manheim website which are included in this report.

Each of these documents were reviewed and relied upon in me arriving at my expert opinions.

#### **WHY INHERENT DIMINISHED VALUE EXISTS:**

A reasonable and prudent consumer given the choice between an undamaged or a damaged vehicle with the same year, make and model, mileage and condition and selling for the same price they would select an undamaged vehicle. For the consumer demand to be equal on the two vehicles the damaged, though properly repaired vehicle, must be less in price.

There is a negative stigma associated with prior damaged vehicles and with the growth of the vehicle history reporting industry this stigma is becoming more evident.

Often times manufacture installed identification tags are no longer visible on those parts replaced or refinished, NON – OEM parts are utilized, mismatched paint is evident among other collision repair related issue which will prove that the vehicle was involved in an accident supporting that diminished value exists.

Though some body shops do quality repairs they are unable to duplicate the original manufacturing processes. The paint used is not of the same age as the original and will likely fade differently. Filler material and body shop welds have a tendency to crack over time. Rust proofing and baked on finishes cannot be replicated.

Simply put the demand for a damaged vehicle is not as great as one that has never had an accident.

#### **FACTORS FOR DETERMINING INHERENT DIMINISHED VALUE:**

There are a number of different factors that go into determining the inherent diminished value on any particular vehicle. These can include but not limited to the type of vehicle; year, make and model; general demand for the vehicle in the marketplace/desirability; pre-loss condition and mileage; and extent of damage sustained.

### **DISCLOSURE REQUIRED:**

Whether there is an attempted sale of this vehicle in the open marketplace or through a trade at a dealership most states require that the owner disclose the extent of the damage sustained though repaired from the subject accident. Regardless, any trained eye could tell that this vehicle has been involved in a collision even if disclosure was not required.

### **BUY BACK OFFERS:**

At the time of my inspection the owner of the subject vehicle did not attempt to test the marketplace by obtaining buy back offers from dealerships.

### **DEALERSHIPS OPTIONS:**

The reason the buyback offers are as low as they are can be explained by the options the dealership has when taking in a vehicle. They can place it on their lot for resale, they can see if another lot nearby is interested in the vehicle or they can wholesale it out. The chance of a dealership being able to resale the subject vehicle at a reasonable profit is minimal at best. The same is true with being able to get another dealership to try to do the same. So the subject vehicle if taken in trade is promptly going to be wholesaled.

Having many years of experience in the automotive industry I can state it is reasonable to believe that a dealership will likely only be given somewhere around ½ of Kelly Blue Book Wholesale value for the subject vehicle at auction and the trade offer will likely be in said range.

### **DETERMINING PRE-LOSS MARKET VALUE OF THE SUBJECT VEHICLE:**

I utilized two different sources to find comparable vehicles available in the marketplace; they were the Kelly Blue Book and The Auto Trader. Both are recognized as reliable sources. The comparable vehicles are attached hereto as exhibits.

So as to be as conservative as possible I have utilized the Kelly Blue Book retail values. The retail value was utilized since the owner could possibly sell the vehicle in the open market, but it is more likely that an individual in general will trade their vehicle than sell it themselves.

Though every vehicle is different I have found what I believe to be the five vehicles closest in make, mileage and quality as the subject vehicle other than the damage sustained in the collision.

The average of the five comparisons is \$29,373.80, which I believe to be a very conservative assessment for the value of the subject vehicle had the collision not occurred.

Though there are some minor differences between each of the comparables provided I believe them to be the best and closest available in the marketplace for comparison.

## THE "INHERENT DIMINISHED VALUE OF THE SUBJECT VEHICLE":

DIMINISHED VALUE EVALUATION:	Amount
<b>WRECK CHECK CAR SCAN CENTER</b> - In my opinion the Inherent Diminished Value as outlined in the Wreck Check Car Scan Center Diminished Value Assessment which considers the vehicle year, make, model, options, mileage, condition and the extent of the damage.	\$5,102.15
<b>MARKET ANALYSIS</b> - In my opinion the Inherent Diminished Value as outlined by the difference of the average of the Buy Back offers and the average of the comparable vehicles which considers the vehicle year, make, model, options, mileage, condition and the extent of the damage.	\$16,822.74
<b>AVERAGE INHERENT DIMINISHED VALUE</b> - Due from the at fault drivers or their carrier.	\$10,962.44

This is based upon my research, the materials provided and all above discussed herein. The owner of the subject vehicle has likely appreciated this loss as a direct result of the accident.

### CERTIFICATION INFORMATION:

Due to the subject accident this vehicle can no longer be considered as a "Certified Pre-Owned" vehicle which will decrease the amount of money the vehicle owner can recover upon resale or trade in.

### LAW:

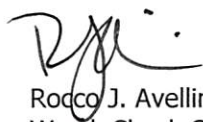
Most states' laws follow the general principal that to determine the loss associated with a damaged vehicle one must determine its value immediately before and immediately following an accident. Thus the cost of repair and the vehicle's depreciation must both be calculated and awarded.

The depreciation is not to be determined at some future date nor is it required for the vehicle to actually be sold. To require actual sale would impose an undue burden upon the vehicle owner. Rather the loss is appreciated immediately following the accident and it is simply a matter of proper calculation of that loss.

### OPINIONS:

The opinions expressed in this report are based on my experience, education, training, research and information supplied to me for review in regards to this matter. I may conduct additional analysis on this matter if I am presented with supplemental information and therefore, I reserve the right to revise, delete, or change my opinions expressed in this report. All opinions, conclusions and or recommendations included in this report are intended for the use in potential litigation or settling this matter and not for other purpose and can not be duplicated without the permission of Rocco J. Avellini.

Sincerely:



Rocco J. Avellini  
Wreck Check Car Scan Centers

**DISCLAIMER:**

- *I have no bias with respect to the subject property, the proper owner, their designated representative and/or the assignee of this assessment.*
- *My engagement in this assignment is not contingent on predetermined results.*
- *I did not receive any appraisal assistant in order to complete this assessment.*
- *The compensation for the work performed is not contingent on a predetermined result to favor any involved party.*

## Exhibit 2

WCCSC PHOTO SHEET 1

Client Derrick Poole

Vehicle Information

VIN

2013 Dodge Ram 1500 Quad Cab Blue

1C6RR6GT8DS558275

PHOTOGRAPH # 1



PHOTOGRAPH # 2



PHOTOGRAPH # 3



PHOTOGRAPH # 4



PHOTOGRAPH # 5



PHOTOGRAPH # 6



## **Exhibit 3**

**Allstate Fire and Casualty Ins. Co.**

SOUTHWEST AUTO-LAS VEGAS

222 S.Mill Ave

Suite 511

Tempe, AZ 85281

Phone: (800) 347-4488

Claim #: 000320887250D01  
Workfile ID: afefeb9a**Estimate of Record**

Written By: FRED CUNNINGHAM, 3/31/2014 9:27:34 AM

Adjuster: CYNTHIA TRINIDAD, (702) 837-7123 Business

Insured:	DALE HINTON	Policy #:	000916685347	Claim #:	000320887250D01
Type of Loss:	Collision	Date of Loss:	03/26/2014 12:00 PM	Days to Repair:	7
Point of Impact:	11 Left Front	Deductible:	500.00		

<b>Owner:</b> DALE HINTON 9642 BORGATA BAY BLVD LAS VEGAS, NV 89147-8080 (702) 232-9622 Other DALEHINTON@AOL.COM	<b>Inspection Location:</b> UNIVERSAL MOTORCARS 5588 SPRING MOUNTAIN RD LAS VEGAS, NV Repair Facility (702) 754-6774 Business	<b>Appraiser Information:</b> fred.cunningham@allstate.com (702) 630-2292	<b>Repair Facility:</b> UNIVERSAL MOTORCARS 5588 SPRING MOUNTAIN RD LAS VEGAS, NV (702) 754-6774 Business (702) 754-6043 Fax info@universaltiv.com
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**VEHICLE**

Year:	2013	Color:	GRAY Int: GRAY	License:	105 YYA	Production Date:	10/2012
Make:	DODG	Body Style:	4D P/U	State:		Odometer:	6632
Model:	RAM 1500 4X2 QUAD BIG HORN	Engine:	8-5.7L-FI	VIN:	1C5RR6GT8DSS58275	Condition:	

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

**DECOR**

Dual Mirrors

Aftermarket Film Tint

Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

Steering Wheel Touch Controls

Navigation System

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Positraction

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

Retractable Seats

**WHEELS**

20" Or Larger Wheels

**PAINT**

Clear Coat Paint

Metallic Paint

**OTHER**

Fog Lamps

California Emissions

**TRUCK**

Power Rear Window

Trailer Hitch

Trailer Package

Running Boards/Side Steps

### Estimate of Record

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	All Supplements Require Prior Allstate Approval		1	0.00	0.0	0.0
2	#	Supplement Fax#866-487-5751 or Email: AZ SUPPS2@ALLSTATE.COM		1	0.00	0.0	0.0
3		<b>FRONT BUMPER</b>					
4		O/H bumper assy		0	0.00	2.6	0.0
5	**	Repl RECOND Bumper chrome w/o air suspension	68160853AB	1	<del>585.00</del>	Incl.	0.0
		NOTE: SALT LAKE CHROME..AVAIL PER KYLE..800-843-1956					
6		Add for fog lamps		0	0.00	0.4	0.0
7	<>	Repl Upper cover primed	68197697AA	1	169.00	Incl.	1.6
8		Add for Clear Coat		0	0.00	0.0	0.6
9		Repl RT Lamp bracket	68196980AA	1	0.00	Incl.	0.0
10		Repl RT Bumper bracket	68196981AA	1	239.00	Incl.	0.0
11		Repl Lower deflector w/painted bumper	68033135AA	1	96.20	Incl.	0.0
12	#	Repair L/F Frame end bracket		1	0.00	1.0	0.2
13		Repl LT Upper cover inner support	55277481AC	1	10.35	Incl.	0.0
14		<b>GRILLE</b>					
15		R&I R&I grille assy		0	0.00	Incl.	0.0
16		<b>FRONT LAMPS</b>					
17		Repl LT Headlamp assy w/o multi-beam	68096439AC	1	190.00	Incl.	0.0
		NOTE: VERIFIED LAMP WITH PART # ON LAMP					
18		Aim headlamps		0	0.00	0.5	0.0
19		<b>RADIATOR SUPPORT</b>					
20		Repl Radiator support	68197334AA	1	579.00	3.6	0.0
21		<b>FENDER</b>					
22		Repl LT Fender liner	68110687AD	1	71.45	0.5	0.0
23	*	Rpr LT Fender (STL)		0	0.00	<u>3.5</u>	2.6
		NOTE: PARTIAL REFINISH TO KEEP FROM HAVING TO BLEND INTO DOOR					
24		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
25		Add for Clear Coat		0	0.00	0.0	0.5
26	#	Refrn Partial Refinish w/ Full Clear		0	0.00	0.0	-1.2
27		Repl Nameplate "HEMI 5.7 LITER"	68149700AA	1	54.50	0.2	0.0
28		R&I LT Protector		0	0.00	0.2	0.0
29		<b>WHEELS</b>					
30		R&I LT/Front R&I wheel		0	0.00 m	0.1	0.0
31	#	Subl Tire Mount and Balance		1	15.00 X	0.0	0.0
32	#	Subl Wheel reconditioned LF Inc markup		1	300.00 X	0.0	0.0
		NOTE: WHEEL REPAIR THRU SINCITY WHEELS & TIRES 255-8473 - WILL HAVE TO BE SENT OUT TO BE					

**Estimate of Record**

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

RECHROMMED BY SINCITY AFTER WHEEL REPAIR

33	*	Repl	RCY LT/Front Wheel, alloy 20" code: WPK +25%	1UCS6SZ0AA	1	250.00	m	0.0	0.0
			NOTE: TAKE OFF WHEEL - INS QUALITY..B&K AUTO QT # 767777..800-233-9640						
34	#	Subl	Shipping cost on wheel		1	30.00	X	0.0	0.0
35	FRONT SUSPENSION								
36	**	Repl	A/M LT Stabilizer link	NCP2653022	1	55.11	m	0.5	M 0.0
37	#		Check stabilizer bar		1	0.00		0.0	0.0
38	STEERING GEAR & LINKAGE								
39		Repl	LT Outer tie rod	68185640AA	1	54.50	m	Incl.	M 0.0
40		Repl	LT Inner tie rod	68166678AA	1	56.60	m	1.3	M 0.0
41	MISCELLANEOUS OPERATIONS								
42	**	Repl	A/M Cover Car		1	5.00		0.3	0.0
43	#	Subl	2 Wheel Alignment		1	59.95	X	0.0	0.0
44	#		Wet Sand & Polish		1	3.00		0.7	0.0
			NOTE: 0.4 1st Pnl + 0.3 ea addit'l pnls						
45	OTHER CHARGES								
46	#		Towing		1	0.00			
SUBTOTALS						2,823.66		15.4	4.1

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				2,418.71
Body Labor	13.6 hrs	@	\$ 44.00 /hr	598.40
Paint Labor	4.1 hrs	@	\$ 44.00 /hr	180.40
Mechanical Labor	1.8 hrs	@	\$ 85.00 /hr	153.00
Paint Supplies	4.1 hrs	@	\$ 31.00 /hr	127.10
Miscellaneous				404.95
Subtotal				3,882.56
Sales Tax	\$ 2,545.81	@	8.1000 %	206.21
<b>Total Cost of Repairs</b>				<b>4,088.77</b>
Deductible				500.00
<b>Total Adjustments</b>				<b>500.00</b>
<b>Net Cost of Repairs</b>				<b>3,588.77</b>

**Estimate of Record**

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

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\*\*\*\*\*  
\*\*\*\*\*

**ALLSTATE SUPPLEMENT REQUEST SHOP FORM**

AZSUPPS2@ALLSTATE.COM or FAX 1-866-487-5751

\*\*\*\*\*

**SUPPLEMENT REQUEST PROCESS INSTRUCTIONS:**

PLEASE FILL THIS FORM OUT COMPLETELY AND INCLUDE A WRITTEN SUPPLEMENT WITH ALL INVOICES THAT HAVE BEEN RECEIVED. YOU WILL BE CONTACTED WITHIN 24-48 HOURS.

\*\*\*\*\*

- 1 CLAIM # \_\_\_\_\_  
2 CUSTOMER: \_\_\_\_\_  
3 VEHICLE: \_\_\_\_\_  
4 SUPPLEMENT AMOUNT: \$ \_\_\_\_\_  
5 SHOP NAME: \_\_\_\_\_  
6 SHOP ADDRESS: \_\_\_\_\_  
7 SHOP CITY/ZIP: \_\_\_\_\_  
8 SHOP CONTACT: PHONE #: \_\_\_\_\_  
9 SHOP EMAIL ADDRESS: \_\_\_\_\_  
10 VEH AT SHOP AND READY FOR INSPECTION? Y ( ) N ( )  
11 VEHICLE TORN DOWN? Y ( ) N ( )  
REASON FOR SUPPLEMENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

THIS ESTIMATE IS BASED ON THE USE OF BODY PARTS FOR YOUR MOTOR VEHICLE WHICH WERE NOT MANUFACTURED FOR OR BY THE ORIGINAL MANUFACTURER OF THE MOTOR VEHICLE. ANY WARRANTIES PROVIDED FOR THESE BODY PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS, NOT BY THE MANUFACTURER OF YOUR MOTOR VEHICLE. PLEASE CONTACT YOUR INSURER TO DETERMINE YOUR RIGHTS REGARDING THE USE OF SUCH BODY PARTS.

### Estimate of Record

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3TM13, CCC Data Date 3/3/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Estimate of Record**

---

2013 DODG RAM 1500 4X2 QUAD BIG HORN 4D P/U 8-5.7L-FI GRAY

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

## Exhibit 4



# MANHEIM MARKET REPORT May 08, 2017 US Edition

## 2013 RAM 1500 2WD V8 QUAD CAB 5.7L BIG HORN

1C6RR6GT8DSS58275

### MMR

#### BASE

**\$16,600**

Avg Odo (mi)	Avg Cond
80,616	3.1

Typical Range  
\$13,400 - \$19,850

#### ADJUSTMENTS

Odometer

--

Region

--

Grade

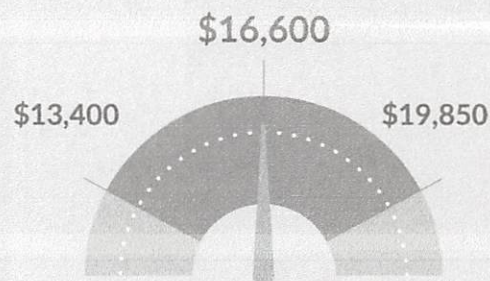
--

Ext Color

--

#### ADJUSTED

--



### Transactions

Showing 6 of 6

[CSV](#) [Export](#)

Date ▼	Price	Odo (mi)	Cond	Eng/T	Ext Color	Type	Region	Auction
5/4/17	\$16,200	88,447	--	8G/A	White	Regular	Southeast	Palm Beach
5/4/17	\$16,100	74,825	2.7	8G/A	Brown	Regular	Southwest	Dallas-Fort Worth
4/19/17	\$18,400*	87,297	3.7	8G/A	Brown	Regular	Southeast	Central Florida
4/6/17	\$18,500	56,285	2.7	8G/A	Black	Lease	Southwest	Texas Hobby
3/30/17	\$12,000	146,409	2.5	8G/A	Brown	Regular	Southwest	Texas Hobby
3/27/17	\$20,700	37,116	4.3	8G/A	Blue	Lease	Southeast	Fort Lauderdale

Showing 6 of 6

\* Transactions not in sample

### Historical Average

Past 30 Days

**\$16,150**

81,636 mi

6 Months Ago

**\$19,000**

47,064 mi

Last Year

**\$22,800**

31,204 mi

### Projected Average

Next Month

**\$16,550**

JOINT APPENDIX 532

## Estimated Retail Value

Based on Advertised Retail Prices

**\$21,300**

Typical Range

**\$18,350 - \$24,200**

## Exhibit 5



Wreck Check Assessment  
WC12:1853: NO: 379

# 1 In The Detection Of Improper Collision And Mechanical Repairs

Accident Date 05-26-2014  
Created Date 06-11-2017  
Created By Rocco Avellini  
Print Date 06-11-2017

CUSTOMER INFORMATION

Name Derrick Poole  
Address 9311 Heavenly View Ct  
City Las Vegas  
State Nevada  
Postal Code 89117

REPAIR FACILITY INFORMATION

Name Universal Motorcars  
Address 5588 Spring Mountain Rd.  
City Las Vegas  
State Nevada  
Shop Type Independent

INSURANCE INFORMATION

Name UNKNOWN  
Claimant / Insured Claimant

VEHICLE SPECIAL CONSIDERATIONS

Description Value

VEHICLE INFORMATION

Vehicle 2013, Dodge Ram  
Condition Average  
V.I.N 1C6RR6GT8DSS58275  
Vehicle Value \$32,384.61  
Mileage 6632  
Mileage Adjustment \$0.00  
Value Adjustment \$0.00  
Adjusted Vehicle Value \$32,384.61  
Damage Invoice \$4,088.77  
Inherent Dv \$5,102.15  
Car Description Not a New Car  
New Car Dv \$0.00

Total Inherent Diminished Value : \$5,102.15



Wreck Check Assessment  
WC12:1853: NO: 379

# 1 In The Detection Of Improper Collision And Mechanical Repairs

Accident Date 05-26-2014  
Created Date 06-11-2017  
Created By Rocco Avellini  
Print Date 06-11-2017

Warning Potential Frauds

Description	Value
Total:	\$0.00

Warning Defective Imitation Part

Description	Condition	Value
Total:		\$0.00

Repair Related Diminished Value

Description	Condition	Value
No Frame Measurement	Very Poor	\$311.10
No Frame Repair	Very Poor	\$1,958.75
Unrepaired Structural Damage	Very Poor	\$1,027.15
Total:		\$3,297.00

Warning: Safety Related

1. No Frame Repair
2. Unrepaired Structural Damage

Warning: Warranty Impact Related

Description	Condition	Value
No Frame Repair	Very Poor	\$430.93
Unrepaired Structural Damage	Very Poor	\$225.98
Total:		\$656.91

Repair Related Diminished Value: \$3,297.00

## Exhibit 6



## 2013 RAM 1500

\$31,977

AT Car ID: AT-1AF0D023

### Dealer Information

**Robert Hutson Ford Lincoln  
Chrysler Dodge Jeep Ram**

2316 1st Ave SE  
Moultrie, GA 31788  
Distance from ZIP 89147: 1,836 miles

Contact: Joey Tomlinson  
Call Toll Free 1-866-587-6292

### Car Details



Mileage	46,557
Exterior Color	True Blue Pearl
Interior Color	Black/Diesel Gray
Body Style	Truck
Doors	Four Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive - rear
Stock No.	UT2447
VIN	1C6RR7LT2DS654205

### Options Installed

- 4-Wheel Disc Brakes
- A/C
- ABS
- AM/FM Stereo
- Adjustable Steering Wheel
- Automatic Headlights
- Auxiliary Audio Input
- Bluetooth Connection
- Child Safety Locks
- Chrome Wheels
- Cloth Seats
- Conventional Spare Tire
- Cruise Control
- Driver Adjustable Lumbar
- Driver Air Bag
- Engine Immobilizer
- Fog Lamps
- Four Wheel Drive
- Front Head Air Bag
- Front Side Air Bag
- Heated Mirrors
- Intermittent Wipers
- Keyless Entry
- Leather Steering Wheel
- MP3 Player
- Pass-Through Rear Seat
- Passenger Air Bag
- Passenger Vanity Mirror
- Power Door Locks
- Power Driver Seat
- Power Mirror(s)
- Power Outlet
- Power Windows
- Rear Bench Seat
- Rear Head Air Bag
- Satellite Radio
- Sliding Rear Window
- Split Bench Seat
- Stability Control
- Steering Wheel Audio Controls
- Tire Pressure Monitor
- Tires - Front All-Season
- Tires - Rear All-Season
- Tow Hitch
- Traction Control
- Trip Computer
- Variable Speed Intermittent Wipers
- Wheel Locks

- Floor Mats
- Power Steering

## Comments

Clean 2013 Ram 1500 Crew Cab 4X4 Big Horn Edition with Luxury Group, Heated Seats, 5.7L V8 HEMI, Power Sunroof, Power 10-Way Driver Seat, Uconnect Voice Command w/Bluetooth, Parkview Rear Back-up Camera, 20" Chrome Wheels, Anti-Spin Differential Rear Axle and more. Call a member of our skilled and knowledgeable sales staff today. We're here to help get you the best and most accurate information available and most of all, we're here to make purchasing a car easy. Call toll free, 1-877-218-4243 for details, availability or questions. Robert Hutson Keeps You Happy!

All vehicle sold plus tax, tags and applicable fees. Transportation cost for out of state buyers will be the responsibility of the buyer. Our pre-owned vehicles are listed with pictures and descriptions, but please feel free to contact us for more information and pictures if needed. We welcome your questions, so please call 866-587-6292 today!

## Why buy from me?

At Robert Hutson we service and sell our community, not just cars and trucks. We have been a family owned business for over 36 years. Our way of doing business is Your Way 'Robert Hutson Keeps You Happy! Call, Click Visit with us today, You'll Be Glad You Did! Southern Hospitality - Standard and No Extra Charge.

## Disclaimer

Price excludes tax, tag, title and Warranty Rights Act fees.

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To see this vehicle on Autotrader, go to <http://www.autotrader.com/ATCarID/AT-1AF0D023>

05/08/17



## 2013 RAM 1500

\$29,700

AT Car ID: AT-18E542D7

### Dealer Information

#### Private Seller

918-219-5641

Bixby, OK 74008

Distance from ZIP 89147: 1,081 miles

### Car Details



Mileage	43,293
Exterior Color	Gray
Interior Color	Black
Body Style	Truck
Doors	Four Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive
VIN	1C6RR7LT6DS653445

### Options Installed

- Backup Camera
- Bluetooth Hands-Free
- CD Player
- Cruise Control
- Heated Seats
- Keyless Entry
- Leather Seats
- Navigation
- Power Locks
- Power Windows
- Premium Wheels
- Security System
- Steering Wheel Controls
- Trailer Hitch

### Comments

This 2013 Ram 1500 Crew Cab Supple ride and composed handling; eight-speed transmission; refined cabin; impressive tech features and controls..Additional features include Luxury Pkg, Stability Control, ABS (4-Wheel), Keyless Entry, Keyless Start, Air Conditioning, Power Sliding Rear Window, Power Windows, Power Door Locks, Cruise Control, Power Steering, Tilt Wheel, AM/FM Stereo, MP3 (Single Disc), SiriusXM Satellite, Navigation System, Bluetooth Wireless, Uconnect, Parking Sensors, Backup Camera, Dual Air Bags, F&R Side Air Bags, F&R Head Curtain Air Bags, Heated Seats, Power Seat, Leather, Running Boards, Bed Liner, Towing Pkg, Oversized Premium Wheels 20"+.....Hard Tonneau cover will not be included with vehicle.....Private Seller has priced vehicle for sale. Please call or email for more details.

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## 2013 RAM 1500

\$28,911

AT Car ID: AT-1ABEAB4B

### Dealer Information

**Kolosso Chrysler Dodge Jeep Ram**

2701 W College Ave  
Appleton, WI 54914  
Distance from ZIP 89147: 1,515 miles

Contact: Ryan Kolosso  
Call Toll Free 1-800-301-3144

### Car Details



Mileage	20,713
Exterior Color	Maximum Steel Metallic
Interior Color	Black/Diesel Gray
Body Style	Truck
Doors	Four Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive - rear
Stock No.	D340
VIN	1C6RR7LT6DS677017

### Options Installed

- 26Z BIG HORN CUSTOMER PREFERRED ORDER SELECTION PKG
- 3.21 AXLE RATIO
- 5.7L V8 HEMI MULTI-DISPLACEMENT VVT ENGINE (STD)
- 8-SPEED AUTOMATIC TRANSMISSION
- BLACK/DIESEL GRAY INTERIOR CLOTH 40/20/40 PREMIUM BENCH SEAT
- FOLD-FLAT LOAD FLOOR STORAGE
- MAXIMUM STEEL METALLIC
- REMOTE START
- UCONNECT 8.4A AM/FM Stereo MP3 Player Telematics Auxiliary Audio Input Bluetooth Connection

### Comments

Kolosso Chrysler Dodge Jeep Ram is honored to present a wonderful example of pure vehicle design... this 2013 Ram 1500 Big Horn only has 20,713 miles on it and could potentially be the vehicle of your dreams! This Ram includes: REMOTE START 8-SPEED AUTOMATIC TRANSMISSION 5.7L V8 HEMI MULTI-DISPLACEMENT VVT ENGINE (STD) BLACK/DIESEL GRAY INTERIOR, CLOTH 40/20/40 PREMIUM BENCH SEAT 3.21 AXLE RATIO MAXIMUM STEEL METALLIC UCONNECT 8.4A AM/FM Stereo MP3 Player Bluetooth Connection Telematics Auxiliary Audio Input 26Z BIG HORN CUSTOMER PREFERRED ORDER SELECTION PKG FOLD-FLAT LOAD FLOOR STORAGE \*Note - For third party subscriptions or services, please contact the dealer for more information.\*

The best part about this well-maintained vehicle is that it is a CARFAX one-owner vehicle. A rigorous inspection for safety and

reliability makes this vehicle Certified Pre-Owned. This 4WD-equipped vehicle handles any condition on- or off-road with the sure footedness of a mountain goat. With unequalled traction and stability, you'll drive with confidence in any weather with this Maximum Steel Metallic 2013 4WD Ram 1500 Big Horn. You can tell this 2013 Ram 1500 has been pampered by the fact that it has less than 20,713 miles and appears with a showroom shine. More information about the 2013 Ram 1500: The Ram 1500 already offered truck buyers a whole host of reasons to consider it, with power Hemi V8 availability, coilover rear suspension and innovative storage solutions, but with some very effective upgrades in key areas – namely increased chassis strength, improved base engine power and efficiency, and more intuitive interior ergonomics – the new Ram raises the bar for full-size trucks. Strengths of this model include increased fuel efficiency, Ram-Box bed-side storage, user-friendly cabins, ample available V8 power with improved V6, and Multiple model configurations to suit all needs

### Why buy from me?

Kolosso has a huge selection of quality pre-owned vehicles to choose from; Cars, Trucks, Vans and SUVs, we have whatever it is you are looking for! All vehicles have gone through our extensive inspection process to assure you're getting a great vehicle at a great price! Ask about our selection of Certified Pre-Owned vehicles. One of our knowledgeable sales associates is just a call or click away!

### Disclaimer

Price excludes optional service fee.

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To see this vehicle on Autotrader, go to <http://www.autotrader.com/ATCarID/AT-1ABEAB4B>

05/08/17

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

DERRICK POOLE,

Appellant,

v

NEVADA AUTO DEALERSHIP  
INVESTMENTS LLC a Nevada  
Limited Liability Company d/b/a  
SAHARA CHRYSLER, JEEP,  
DODGE, and COREPOINTE  
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.  
The Honorable Nancy Alff, District Court Judge

Supreme Court Case No: 74808

Electronically Filed  
Jun 18 2018 09:03 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

District Court Case No:  
A-16-737120-C

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**APPELLANT'S APPENDIX VOLUME 3**

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*Consumer Attorneys Against Auto Fraud*  
George O. West III Esq, State Bar No. 7951  
10161 Park Run Drive, Suite 150  
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Telephone : (702) 318-6570  
Email: gowesq@cox.net

CRAIG B. FRIEDBERG [SBN 4606]  
Law Offices of Craig B. Friedberg, Esq.  
Craig B. Friedberg, Esq, State Bar. No. 4606  
4760 S. Pecos Road, Suite 103  
Las Vegas, NV 89121  
Telephone: (702) 435-7968  
Email: attcbf@cox.net

Attorneys for Appellant Derrick Poole

### Appendix Alphabetical Index

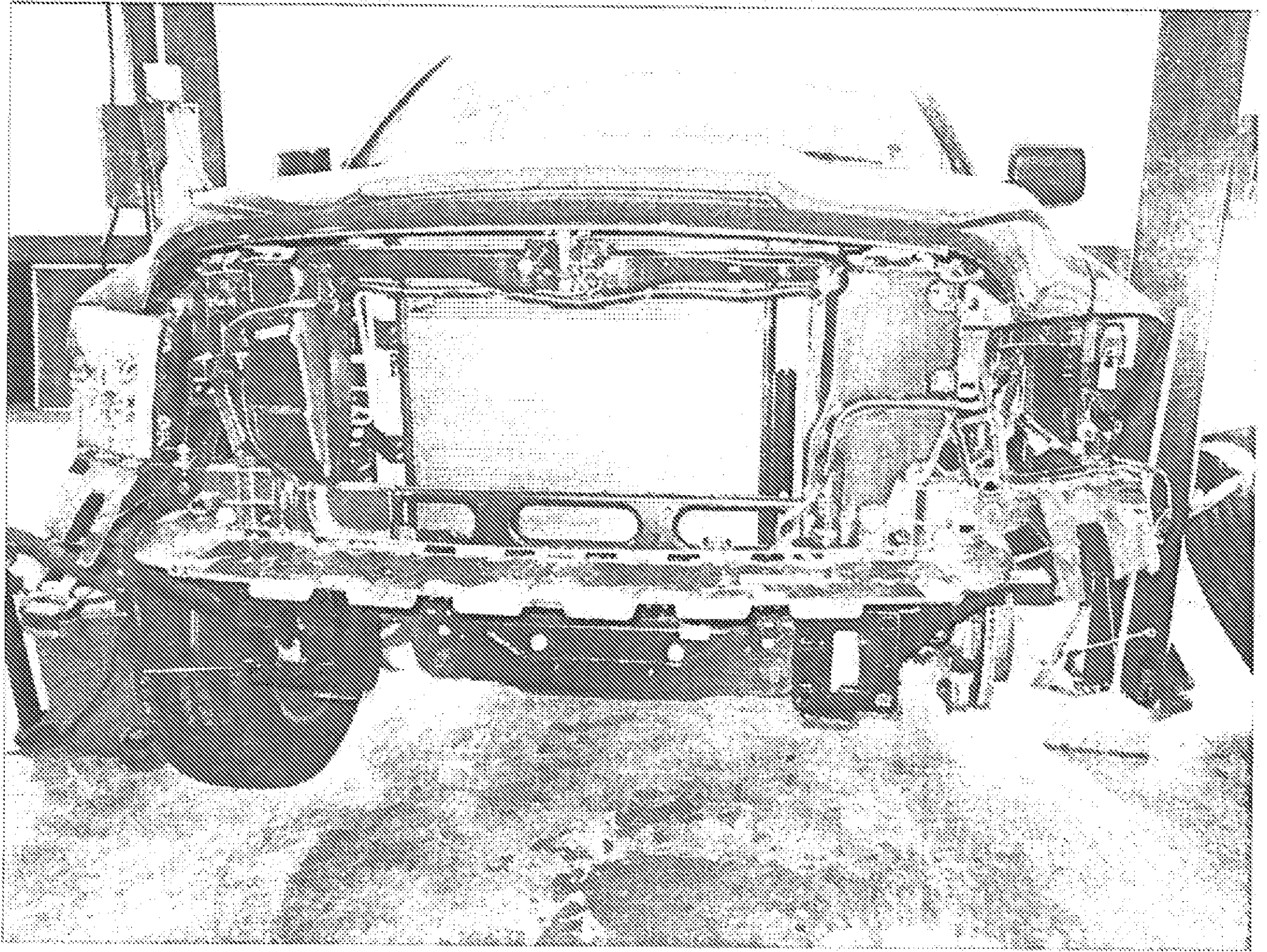
<b>Vol.</b>	<b>Date</b>	<b>Description</b>	<b>Page Numbers</b>
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1	5/22/16	Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	001-015
4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
1	8/16/17	Defendants' Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants' Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
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5	12/19/17	Defendant's Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
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5	12/23/17	Notice of Appeal	1009-1011
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
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3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643

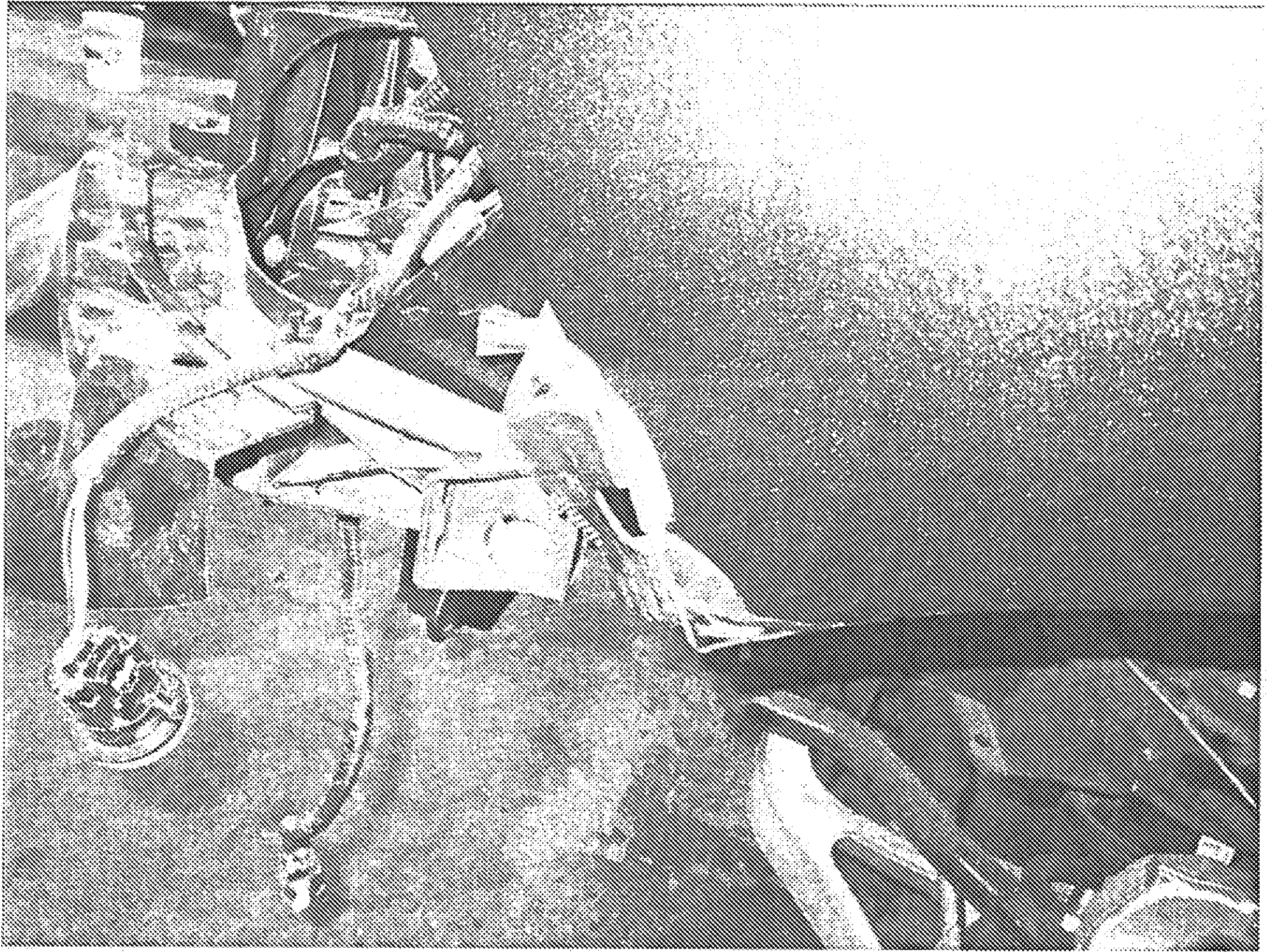
4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
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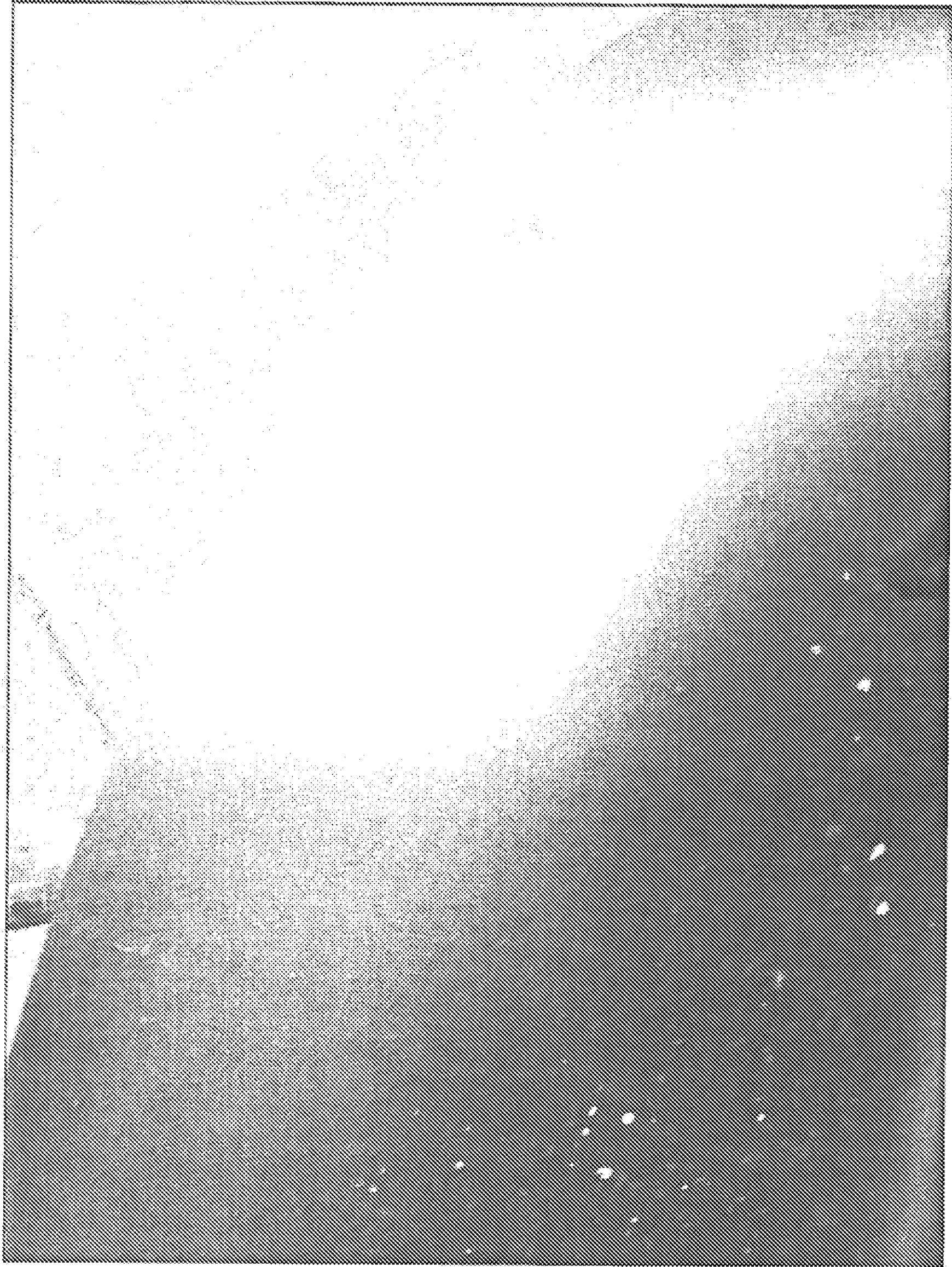
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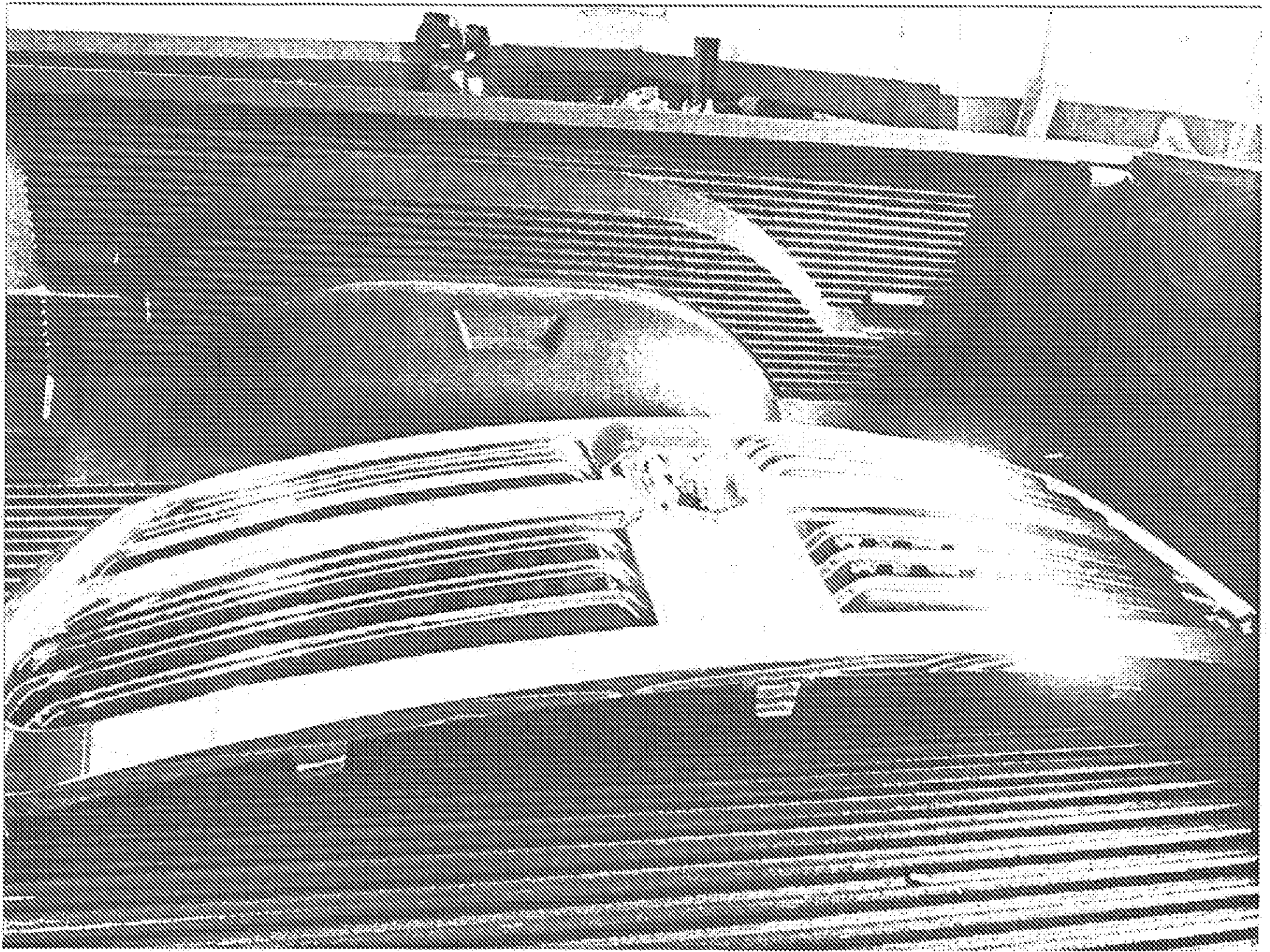
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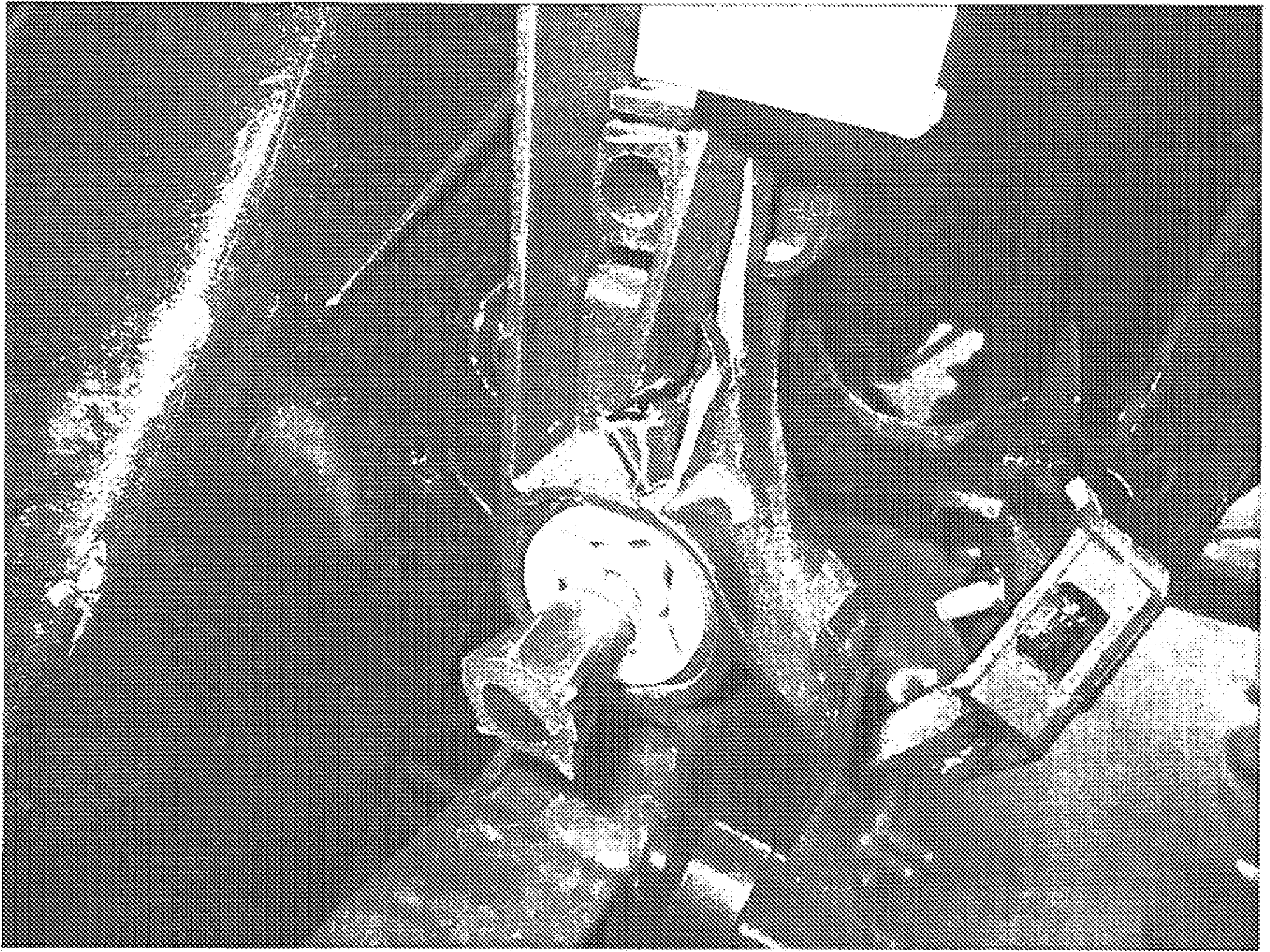














Driver <u>Eddie</u>
Truck # <u>1</u>



595 East Brooks Ave. C-304  
N. Las Vegas, NV 89030

PH: 702-TOW-KING  
(869-5464)

FAX: 702-508-9388  
www.royaltytowing.com

**OPEN 24 HOURS**

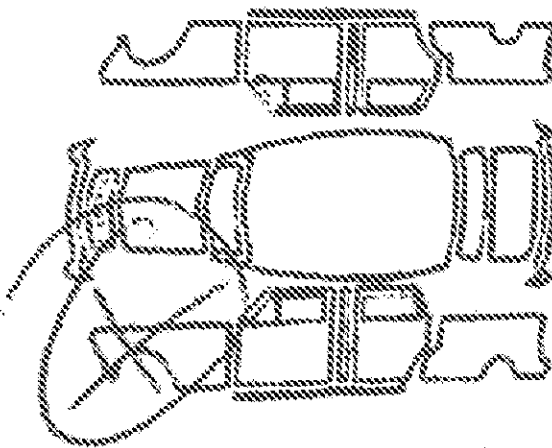
No **3075**

Date 3/10/14

Time \_\_\_\_\_

VIN # 

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VEHICLE DESCRIPTION

Year 13 Make Oldsmobile Model Ram

Color Blue & 10544A & 2nd

Location 4851 W. Hacienda

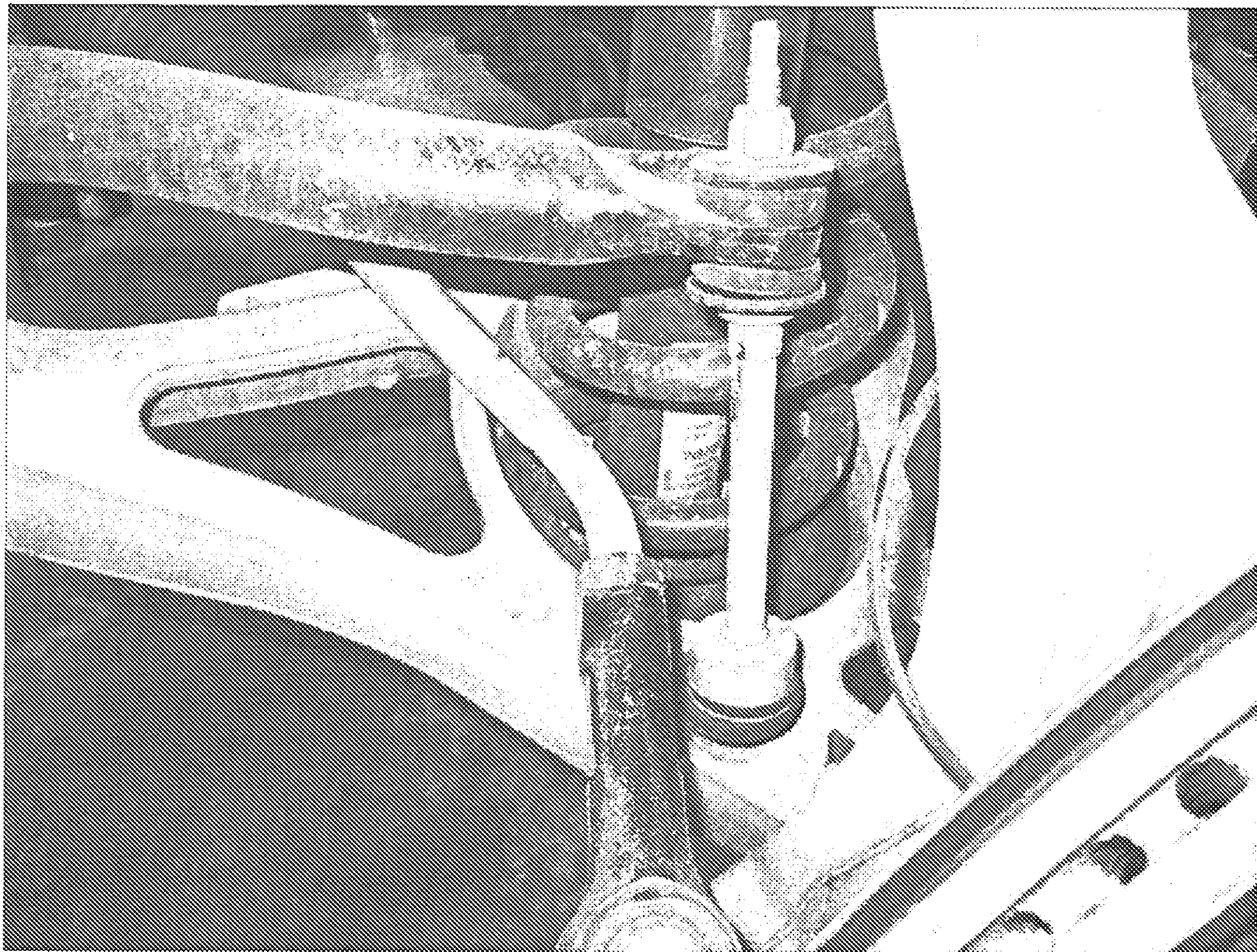
Delivered to: 5585 Spring Mountain

I have inspected the above vehicle and  
found damage prior to  
or not the result to tow  
I release Royalty Towing from any  
liability for damage to the above vehicle.

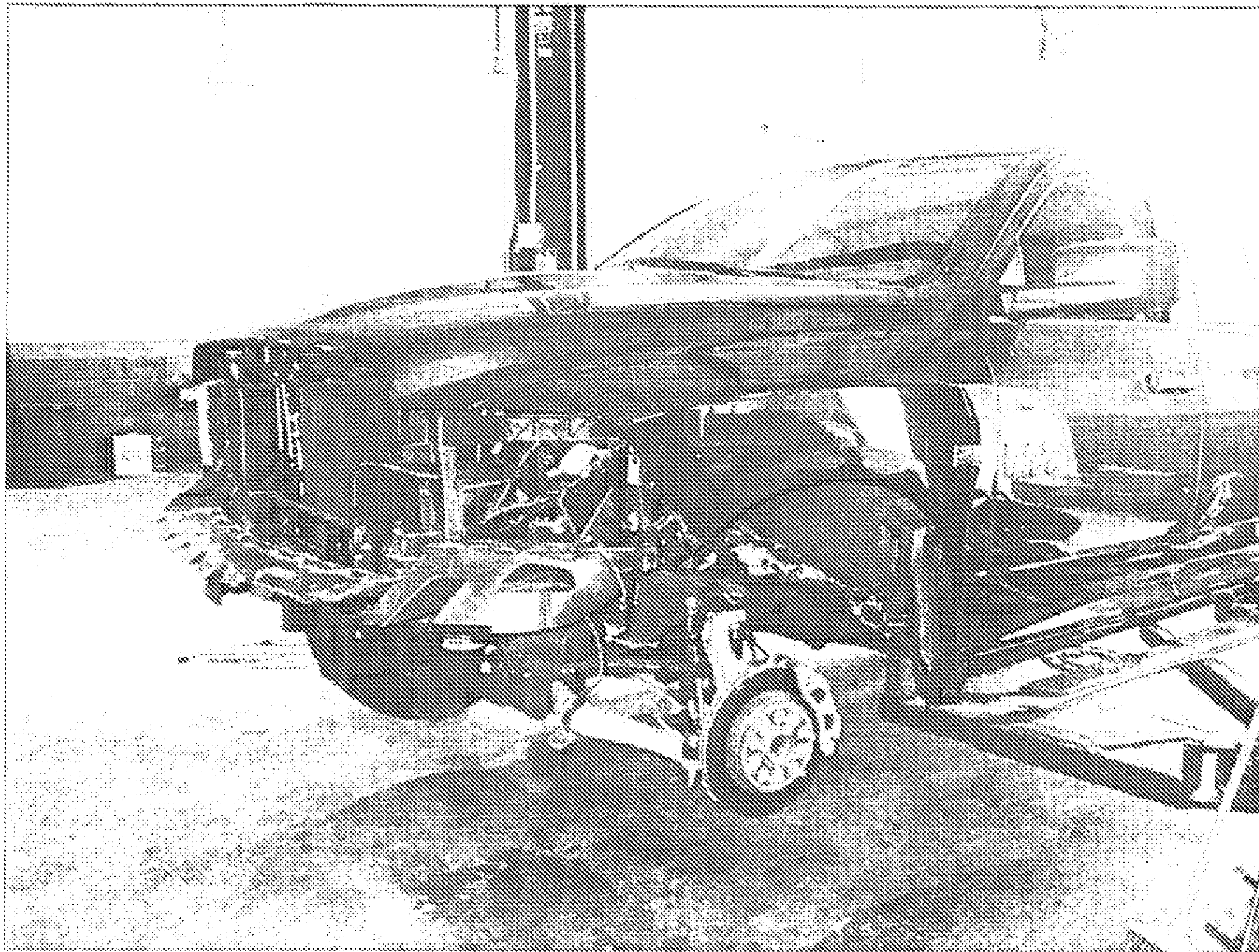
Comments:

FE Damage

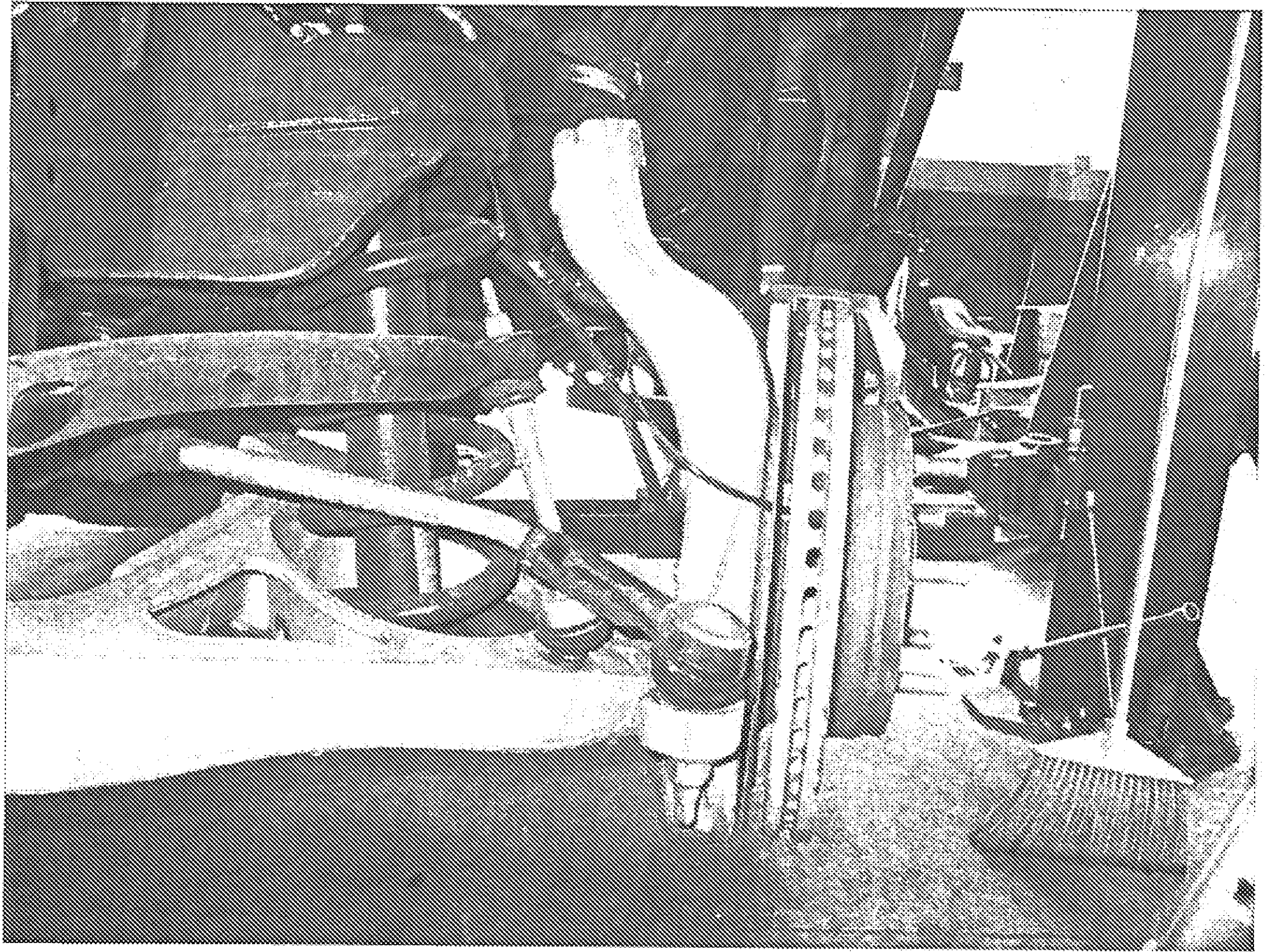
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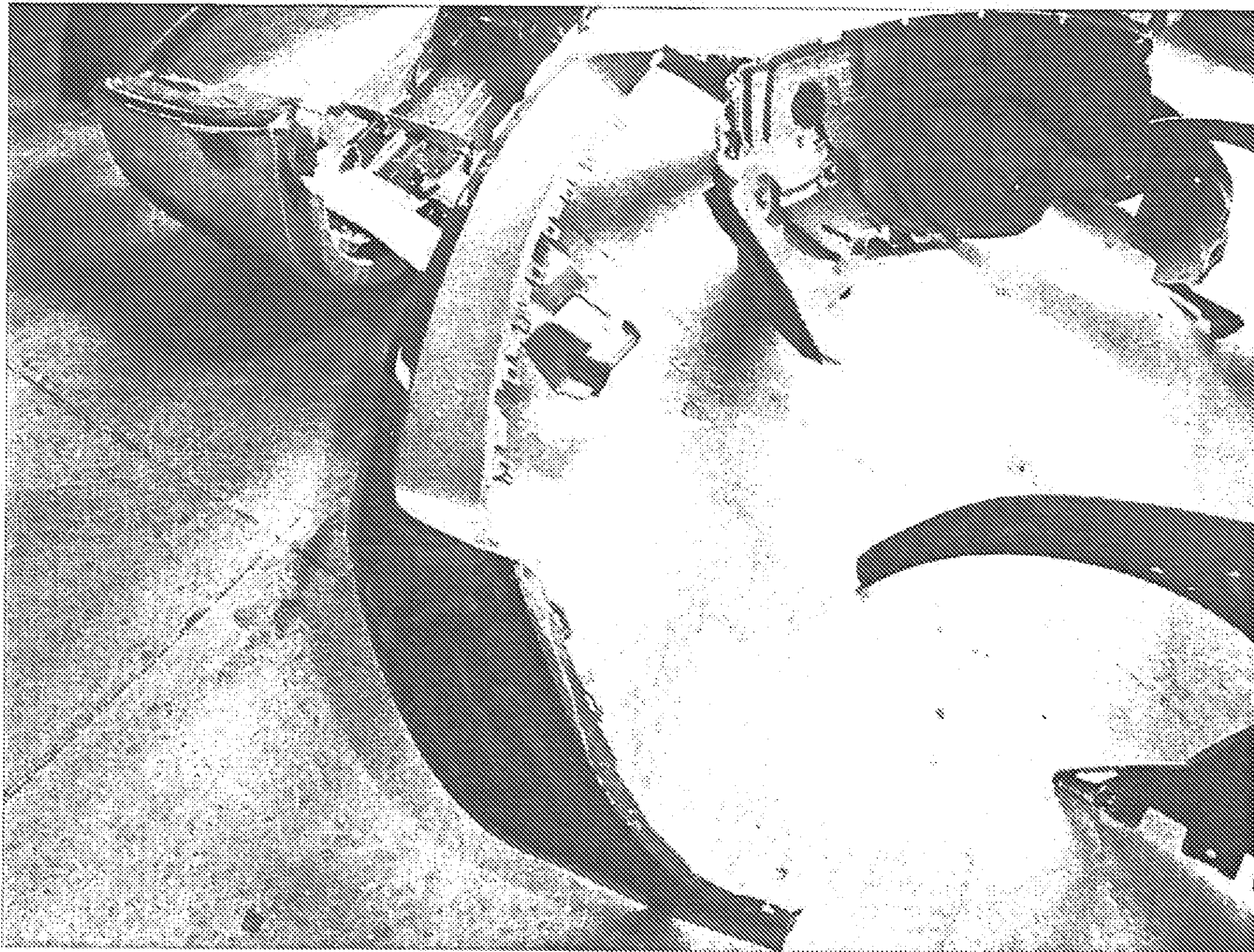


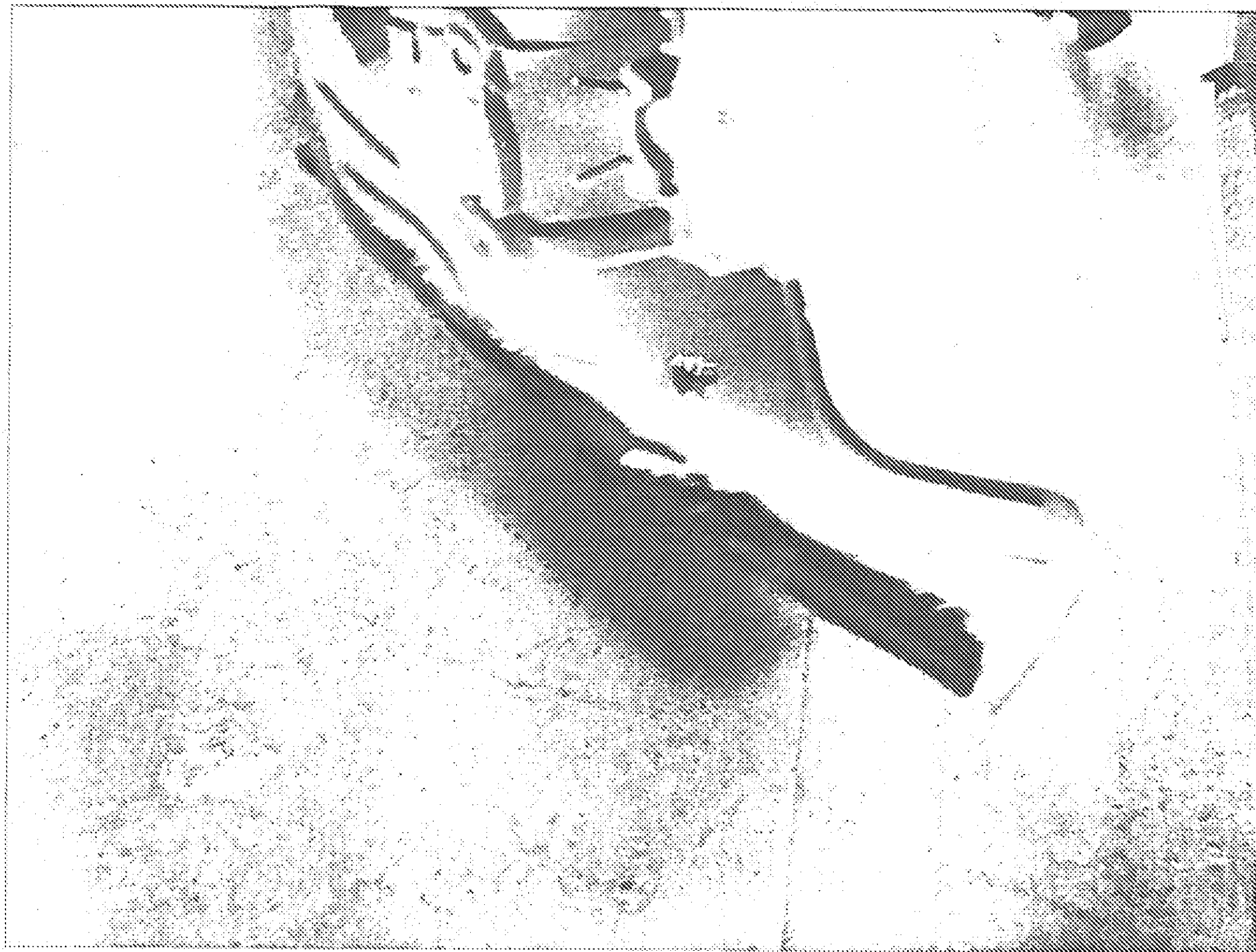












# **EXHIBIT 15**

**NDEP**

GEORGE O. WEST III [SBN 7951]  
Law Offices of George O. West III  
*Consumer Attorneys Against Auto Fraud*  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
Email : gowesq@cox.net  
Websites : www.caaaf.net  
www.americasautofraudattorney.com  
(702) 318-6570  
(702) 664-0459 [fax]

Attorney for Plaintiffs  
**DERRICK POOLE**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DERRICK POOLE,

Plaintiff,

v

NEVADA AUTO DEALERSHIP INVEST-  
MENTS LLC a Nevada Limited Liability  
Company d/b/a SAHARA CHRYSLER,  
JEEP, DODGE, WELLS FARGO DEALER  
SERVICES INC., COREPOINTE INSUR-  
ANCE COMPANY, and DOES 1 through 100,  
Inclusive,

Defendants,

CASE NO : A-16-737120-C  
DEPT : XXVII

**SECOND AMENDED  
NOTICE OF TAKING DEPOSITION  
OF 3o(b)(6) REPRESENTATIVE  
FROM SAHARA CHRYSLER AND  
NOTICE TO PRODUCE DOCUMENTS**

NEW DATE : December 14, 2016

NEW TIME : 9:30 a.m.

PLACE : Thordal, Armstrong  
1100 East Bridger  
LV, NV 89101

1           **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD :**

2           **PLEASE TAKE NOTICE**, pursuant to NRCp, Rule 30 (b)(5) and (6), Plaintiff  
3 will take the deposition(s) of the person(s) listed below who must be present before a  
4 notary public authorized to give oaths for the County of Clark, State of Nevada, at the  
5 date, time and place indicated above. Said deposition(s) will be stenographically  
6 and/or video recorded and shall continue from day to day until completed, Sundays  
and holidays excepted.

- 7           1. 30(b)(6) representative(s) from NEVADA AUTO DEALERSHIP  
8           INVESTMENTS

9           **PLEASE TAKE FURTHER NOTICE**, that in designating a person or persons  
10 to appear for deposition under Rule 30(b)(6), the designating party must make a  
11 conscientious good-faith endeavor to designate persons having knowledge of matters  
12 sought by the interrogator. *Protective Nat. Ins. Co. of Omaha v. Commonwealth Ins.*  
13 *Co.*, 137 F.R.D. 267, 278 (D. Neb. 1989). The person(s) so designated must be able to  
14 testify fully as to the matters designated. *Bon Air Hotel, Inc. v. Time, Inc.*, 376 F.2d 118,  
15 121 (5<sup>th</sup> Cir. 1967). If the designating party fails to designate a person with knowledge,  
16 sanctions may be imposed. *United States v. Taylor*, 166 F.R.D. 356, 363 (M.D.N.C.  
1996); *Arctic Cat Inc., v. Injection Research Specialists, Inc.*, 210 F.R.D. 680, 682-83  
(D. Minn.).

17           The designating party must not only produce such persons as will satisfy the  
18 request, but must also prepare them so that they may give complete, knowledgeable,  
19 and binding answers on the designating party's behalf. *Prokosch v. Catalina Lighting,*  
20 *Inc.*, 193 F.R.D. 633, 638 (D. Minn. 2000). The designating party's duty is to prepare  
21 its designee(s) so that they can give knowledgeable and binding answers attaches not  
22 just to matters personally known to the designee(s), but also to subjects that the party  
23 designating the representative should reasonably know. *Hooker v. Norfolk So. Ry. Co.*,  
24 204 F.R.D. 124, 126 (S.D. Ind. 2001); *Poole ex. Rel. Elliot v. Textron, Inc.*, 192 F.R.D.  
25 494, 504 (D. Md. 2000). If the designating party no longer employs anyone  
26 knowledgeable about the designated matter, it must prepare a representative (using  
27 documents, former employees or other sources) to testify at the deposition. It is  
28 immaterial that such testimony is hearsay and would be inadmissible at trial. See *United*  
*States v. Taylor*, 166 F.R.D. 356, 362 (M.D.N.C. 1996).

***The scope of the 30(b)(6) deposition is not limited to just the matters specified in the Notice of Deposition or as to the topics of designation, but is limited only in its scope as provided generally under Rule 26. See U.S. E.E.O.C. v. Caesars Entm't, Inc., 237 F.R.D. 428, 432 (D. Nev. 2006). The matters set forth in the deposition notice constitute the minimum, not the maximum, about which the deponent's representative(s) must be prepared to speak. Detoy v. San Francisco, 196 F.R.D. 362, 366-67 (N.D. Cal. 2000).***

## TERMS AND DEFINITIONS

Certain terms in ALL CAPITALS in this notice have certain meanings. The following apply :

The term “YOU” or “YOUR” “SAHARA” means NEVADA AUTO DEALERSHIP INVESTMENTS your corporate or other limited liability structure and includes but is not limited to, your owners, officers, directors, managers, employees, supervisors, managers, sales persons, F&I managers, service personnel, all of your various departments, your agents, and anyone else acting on your behalf or at your request.

The term “VEHICLE” means the vehicle YOU sold to the Plaintiffs which is the subject matter of this action.

The term “DOCUMENT” or “DOCUMENTS” or “RECORDS” are used in the broadest sense permissible under the NRCP and Nevada law, and mean, without limitation, any written, typed, printed, recorded, or graphic matter, however preserved, **including any and all data, information or content generated, stored and maintained on any type of computer memory, program or media**, produced or reproduced, of any type or description, regardless of origin or location, in your actual or constructive possession, email, text, fax, custody or control, or the existence of which you have knowledge, and wherever prepared, published or released by you or by any other person, including without limitation any binder, cover note, certificate, letter, email, correspondence, record, table, chart, analysis, graph, schedule, report, test, study, memorandum, note, list, diary, log, calendar, telex, message, interoffice communication, intraoffice communication, questionnaire, bill, purchase order, shipping order, contract, memorandum of contract, agreement, assignment, license, certificate, permit, ledger, ledger entry, book of account, check, order, invoice, receipt, statement, financial data, acknowledgment, computer or data processing card, computer or data processing disk, anything communicated or