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STATE OF CALIFORNIA
NEW MOTOR VEHICLE BOARD
NOTICE OF GENERAL BOARD MEETING

Wednesday, September 16, 2020 at 9:00 a.m.
Via Zoom and Teleconference

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which removes the requirement that a meeting location be made available for the public to gather for purposes of observing and commenting at the meeting. The New Motor Vehicle Board Meeting will be conducted via Zoom and teleconference. Board members will participate in the meeting from individual remote locations.

Members of the public can attend the meeting remotely via one of several options listed below. Written comments, if any, can be submitted at nmvb@nmvb.ca.gov or during the meeting.

To request a reasonable modification or accommodation for individuals with disabilities at this or any future Board meeting or to request any modification or accommodation for individuals with disabilities necessary to receive agendas or materials prepared for Board meetings, please contact Eugene Ohta at Eugene.Ohta@nmvb.ca.gov or (916) 445-1888.

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Items of business scheduled for the meeting are listed on the attached agenda. Recesses may be taken at the discretion of the Chairperson and items may be taken out of order.

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STATE OF CALIFORNIA
NEW MOTOR VEHICLE BOARD

A G E N D A

GENERAL MEETING

Wednesday, September 16, 2020 at 9:00 a.m.

Via Zoom and Teleconference

<https://us02web.zoom.us/j/85657766713>

Please note that Board action may be taken regarding any of the issues listed below. As such, if any person has an interest in any of these issues, he or she may want to attend.

The Board provides an opportunity for members of the public to comment on each agenda item before or during the discussion or consideration of the item as circumstances permit. (Gov. Code § 11125.7)

1. **9:00 a.m. -- Meeting called to order.**
2. **Roll Call.**
3. **Ratification of the nomination of Ramon Alvarez C. as the Board's Vice President, by all members of the Board.**
4. **Approval of the Minutes from the March 5, 2020, Special Meeting, March 5, 2020, General Meeting, and July 10, 2020, Special Meeting.**
5. **Consideration of presentation of Resolution to Anthony A. Batarse, Jr., former Dealer Member.**
6. **Consideration of presentation of Resolution to Victoria Rusnak, former Dealer Member.**
7. **Consideration of presentation of Resolution to Glenn Stevens, former Public Member.**
8. **Discussion and consideration of the Department of Motor Vehicle's Report of Investigation regarding whether RV's-4-Less, Inc., dba RVS 4 Less' violated Vehicle Code section 11713.23(b) and (c)(2) and Eclipse Recreational Vehicles, Inc. violated Vehicle Code sections 11713.22(a) and 11713.23(a) and (c)(1).**

RV'S-4-LESS, INC., dba RVS 4 LESS v. ECLIPSE RECREATIONAL VEHICLES, INC.

Protest No. PR-2569-18

Discussion and consideration of the Department of Motor Vehicle's Report of Investigation, by the Public Members of the Board.

9. **Discussion and consideration of whether to create an "Ad Hoc Advisory Committee on Equity, Justice and Inclusion," by the Board President.**
10. **Appointment of Committee members to the Ad Hoc Advisory Committee on Equity, Justice, and Inclusion, by the Board President.**
11. **Acknowledgement of Board staff milestones in years of service, by the Board President.**
12. **Report on non-substantive changes to the proposed amendments to Section 551.12 (Notice of Assignment of Administrative Law Judges; Peremptory Challenges) of Title 13 of the California Code of Regulations - Executive Committee.**
13. **Consideration of performance rating criteria for the Board's Executive Director Position - Administration Committee.**
14. **Discussion of the Board's response to the COVID-19 Pandemic - Administration Committee.**
15. **Consideration of a team award for the 2020 Solon C. Soteras Employee Recognition Award as recommended by the Board Development Committee.**
16. **Status report concerning the Annual Board Fee collection and the Board's collection of the Arbitration Certification Programs' annual fee - Fiscal Committee.**
17. **Discussion concerning pending legislation - Legislative Committee.**
 - a. Pending Legislation of Special Interest: None
 - b. Pending Legislation of General Interest:
 - (1) Assembly Bill 326 (Assembly Member Muratsuchi) pertaining to electric mobility manufacturers.
 - (2) Assembly Bill 2028 (Assembly Member Gonzales) pertaining to public meetings.

18. **Executive Director's Report.**

- A. Administrative Matters.
- B. Case Management.
- C. Judicial Review.
- D. Notices Filed Pursuant to Vehicle Code sections 3060/3070 and 3062/3072.
- E. Other.

19. **Public Comment. (Gov. Code § 11125.7)**

20. **Closed Executive Session.**

Pursuant to Government Code section 11126(a)(1), all members of the Board shall convene in a closed Executive Session.

Consideration of annual performance review for Executive Director - Executive Committee.

21. **Open Session.**

22. **Adjournment.**

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STATE OF CALIFORNIA
NEW MOTOR VEHICLE BOARD
MINUTES

The New Motor Vehicle Board (“Board”) held a Special meeting on March 5, 2020, in The William G. Brennan Hearing Room, at the Board’s offices.

Kathryn Doi, President and Public Member, called the meeting of the Board to order at 9:35 a.m.

2. **ROLL CALL**

Board Members Present: Kathryn Ellen Doi
Ardashes “Ardy” Kassakhian
Daniel P. Kuhnert
Anne Smith Boland (Dealer Member did not participate)

Board Members Not Present: Nanxi Liu
Bismarck Obando

Board Staff Present: Timothy M. Corcoran, Executive Director
Robin P. Parker, Senior Staff Counsel
Dawn Kindel, Chief of Staff

Mr. Corcoran indicated that the Board has a quorum for Agenda Items 4 and 5 but not for Agenda Item 7.

Ms. Doi noted that the Board’s newest Dealer Member, Anne Smith Boland, was sitting at the dais but due to the nature of the Special Meeting, Dealer Members are not to participate in the proceedings.

3. **PLEDGE OF ALLEGIANCE**

Mr. Kassakhian led the members and staff in the Pledge of Allegiance.

Ms. Doi commented that on February 24, 2020, Governor Newsom appointed Ms. Smith Boland as a Dealer Member and Daniel Kuhnert as a Public Member.

4. **ORAL PRESENTATION BEFORE THE PUBLIC MEMBERS OF THE BOARD**

- a. PENINSULA AUTOMOTIVE PARTNERS III, LLC dba PENINSULA CHEVROLET CADILLAC v. GENERAL MOTORS, LLC
Protest Nos. PR-2637-19 and PR-2638-19

These matters were dismissed prior to the Board meeting so this item was pulled from the agenda.

Ms. Doi reminded the Dealer Members that they may not participate, hear, comment or advise other members upon or decide this matter and the other matters this morning. Ms. Doi read the following statement “comments by the parties or by their counsel that are made regarding any proposed decision, ruling, or order must be limited to matters contained within the administrative record of the proceedings. No other information or argument will be considered by the Board.”

- b. VISTA FORD OXNARD, LLC, a Limited Liability Company, dba VISTA FORD LINCOLN OF OXNARD v. FORD MOTOR COMPANY, a corporation; FORD OF VENTURA, INC., dba FORD OF VENTURA, Intervenor
Protest No. PR-2575-18

Oral comments were presented before the Public Members of the Board. Halbert B. Rasmussen, Esq. of Scali Rasmussen represented Protestant. Jon Shuken, President of Vista Ford Oxnard, was also present. Colm A. Moran, Esq. of Hogan Lovells USA LLP represented Respondent. Michael M. Sieving, Esq. represented Intervenor. Mr. Sil Gonzales, Dealer Principal of Ford of Ventura and Mr. Michael Doyle, a consultant that works for the Auto Mall in the City of Ventura, were also present.

- c. R & H AUTOMOTIVE GROUP, INC. v. AMERICAN HONDA MOTOR CO., INC., ACURA AUTOMOTIVE DIVISION
Protest No. PR-2605-19

Duncan J. McCreary, Esq. of McCreary, PC represented Protestant. Lauren A. Deeb, Esq. of Nelson Mullins Riley & Scarborough LLP represented Respondent.

5. **CLOSED EXECUTIVE SESSION DELIBERATIONS**

Pursuant to Government Code section 11126(c)(3), Vehicle Code section 3008(a), and Title 13, California Code of Regulations, sections 581 and 588, the Board convenes in closed Executive Session to deliberate the decisions reached upon the evidence introduced in proceedings that were conducted in accordance with Chapter 5 (commencing with section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

Pursuant to Government Code section 11517(c)(2), the Board could adopt the proposed decision, make technical or other minor changes, reject the proposed decision and remand the case, or reject the proposed decision and decide the case upon the record.

a. **CONSIDERATION OF PROPOSED ORDER**

PENINSULA AUTOMOTIVE PARTNERS III, LLC dba PENINSULA CHEVROLET CADILLAC v. GENERAL MOTORS, LLC
Protest Nos. PR-2637-19 and PR-2638-19

Consideration of the Administrative Law Judge's Proposed Order Granting Respondent's Motion to Dismiss Protests, by the Public Members.

These matters were dismissed prior to the Board meeting so this item was pulled from the agenda.

b. **CONSIDERATION OF PROPOSED DECISION**

VISTA FORD OXNARD, LLC, a Limited Liability Company, dba VISTA FORD LINCOLN OF OXNARD v. FORD MOTOR COMPANY, a corporation; FORD OF VENTURA, INC., dba FORD OF VENTURA, Intervenor
Protest No. PR-2575-18

Consideration of the Administrative Law Judge's Proposed Decision, by the Public Members of the Board.

The Public Members of the Board deliberated in closed Executive Session. Mr. Kassakhian moved to adopt the Administrative Law Judge's Proposed Decision. Ms. Doi seconded the motion. The motion carried unanimously.

c. **CONSIDERATION OF PROPOSED ORDER**

R & H AUTOMOTIVE GROUP, INC. v. AMERICAN HONDA MOTOR CO., INC., ACURA AUTOMOTIVE DIVISION
Protest No. PR-2605-19

Consideration of the Administrative Law Judge's Recommendation that Respondent's Motion to Dismiss be Granted and Proposed Order Granting Respondent's Motion to Dismiss, by the Public Members of the Board.

The Public Members of the Board deliberated in closed Executive Session. Mr. Kassakhian moved to adopt the Administrative Law Judge's Proposed Order. Mr. Kuhnert seconded the motion. Mr. Kassakhian moved to amend the motion to include changing "Nissan" to "Nissani" in paragraph 80, line 10. Mr. Kuhnert seconded the motion. The motion carried unanimously.

6. **OPEN SESSION**

The Public Members returned to Open Session. Ms. Doi announced the decisions in Agenda Item 5.

7. **CONSIDERATION OF THE DEPARTMENT OF MOTOR VEHICLES' REQUEST FOR AN EXTENSION OF TIME TO CONDUCT ITS INVESTIGATION AND SUBMIT A WRITTEN REPORT TO THE BOARD AS TO WHETHER THE CARE BY VOLVO SUBSCRIPTION PROGRAM VIOLATES VEHICLE CODE SECTIONS 11713.3(o)(1), 3060(b), 11713.3(u) AND/OR 11713.19, BY THE PUBLIC MEMBERS OF THE BOARD**

CALIFORNIA NEW CAR DEALERS ASSOCIATION v. VOLVO GROUP NORTH AMERICA LLC aka VOLVO CAR USA, LLC
Petition No. P-460-19

Consideration of the Department of Motor Vehicles' request, by the Public Members of the Board.

Ms. Doi reiterated that the Board lacked a quorum to rule on the request for an extension of time. No public comment was presented and the Board was informed that neither party objected to the extension of time.

8. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at approximately 12:25 p.m.

Submitted by

TIMOTHY M. CORCORAN
Executive Director

APPROVED: _____
Kathryn Ellen Doi
President
New Motor Vehicle Board

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STATE OF CALIFORNIA
NEW MOTOR VEHICLE BOARD
MINUTES

The New Motor Vehicle Board (“Board”) held a General meeting on March 5, 2020, in The William G. Brennan Hearing Room, at the Board’s offices.

Kathryn Doi, President and Public Member, called the meeting of the Board to order at 12:38 p.m.

2. **ROLL CALL**

Board Members Present: Ramon Alvarez C.
Anne Smith Boland
Kathryn Ellen Doi
Ardashes “Ardy” Kassakhian
Daniel P. Kuhnert
Bismarck Obando

Board Members Not Present: Inder Dosanjh
Nanxi Liu

Board Staff Present: Timothy M. Corcoran, Executive Director
Robin P. Parker, Senior Staff Counsel
Dawn Kindel, Chief of Staff
Suzanne Luke, Administrative Services Analyst
Holly Victor, Mediation Services Analyst
Eugene Ohta, IT Tech

3. **PLEDGE OF ALLEGIANCE**

Mr. Obando led the members and staff in the Pledge of Allegiance.

Ms. Doi welcomed the two new members recently appointed by Governor Newsom. Anne Smith Boland was appointed as a Dealer Member. She has been Dealer Principal and co-owner of Bob Smith Volvo Cars Calabasas since 2019, and Vice President and co-owner of Bob Smith BMW-Mini Volvo since 2002.

Daniel P. Kuhnert was appointed as a Public Member. He has been an owner of Five Guys franchises in Temecula and Corona since 2009. Mr. Kuhnert was an Executive Vice President of Sales and Marketing at Mitsubishi Motors North America from 2005 to 2009 and was Managing Partner at the Poway Auto Group from 2003 to 2005 and President of Carlsbad Mitsubishi from 1992 to 2001.

Ms. Smith Boland thanked the Board for welcoming her. She looks forward to serving the Board, learning and representing. Mr. Kuhnert indicated that he can bring manufacturer and dealer experiences to the Board even though he has been away from the industry for a while.

Mr. Kassakhian welcomed the new Board members. Ms. Doi thanked the new members for taking the extraordinary steps to go through the process of being able to make this meeting. She also thanked the staff.

4. **APPROVAL OF THE MINUTES FROM THE OCTOBER 10, 2019, SPECIAL MEETING AND DECEMBER 2, 2019, GENERAL MEETING**

Ms. Doi requested that the October 10, 2019, Special Meeting minutes be revised to reflect her concerns that the petition and answer were not verified in Petition No. P-461-19 *Mitsubishi Motors North America, Inc., a California Corporation v. Nextmotors Corporation, a California Corporation dba Oakland Mitsubishi*. The minutes being considered were revised accordingly. Mr. Obando moved to adopt the October 10, 2019, Special Meeting minutes as revised. Mr. Kassakhian seconded the motion. The motion carried unanimously.

Mr. Alvarez moved to adopt the December 2, 2019, General Meeting minutes. Mr. Kassakhian seconded the motion. The motion carried unanimously.

5. **2020 ELECTION OF BOARD PRESIDENT AND VICE PRESIDENT - EXECUTIVE COMMITTEE**

Mr. Kassakhian moved to nominate Mr. Obando as President. Mr. Obando indicated that he would like to nominate Ms. Doi as President. Mr. Kassakhian withdrew his nomination. Mr. Obando indicated that given his work commitments, he wants the Board to have consistency but he would be delighted to serve if that is what the Board desires. Mr. Kuhnert moved to close the nominations, with Mr. Alvarez seconding the motion. This motion to close the nominations carried unanimously. Mr. Alvarez seconded the motion to nominate Ms. Doi as President. The motion to nominate Ms. Doi as President carried unanimously.

Mr. Kassakhian moved to nominate Mr. Alvarez as Vice President. Mr. Kuhnert moved to close the nominations, with Mr. Kassakhian seconding the motion. This motion to close the nominations carried unanimously. Mr. Kassakhian seconded the motion to nominate Mr. Alvarez as Vice President. The motion to nominate Mr. Alvarez as Vice President carried unanimously.

6. **DISCUSSION AND CONSIDERATION OF WHETHER TO CONVERT THE AD HOC COMMITTEE THAT WAS CHARGED WITH REVIEWING INDUSTRY-RELATED ADVERTISING LAWS TO A STANDING BOARD COMMITTEE, BY THE BOARD PRESIDENT**

Mr. Corcoran provided an overview of the Ad Hoc Committee and the American Association of Motor Vehicle Administrators' ("AAMVA") "Best Practices for the Regulation of Internet Vehicle Sales." After a lengthy discussion with input from Mr. Corcoran and the members, Ms. Doi dissolved the Ad Hoc Committee to Review Industry-Related Laws and the Ad Hoc Committee to Review the Mission and Vision Statements. Included within the Government and Industry Affairs Committee will be the duties of the former Ad Hoc Committee to Review Industry-Related Laws.

7. **APPOINTMENT OF COMMITTEE MEMBERS TO THE ADMINISTRATION COMMITTEE, BOARD DEVELOPMENT COMMITTEE, FISCAL COMMITTEE, GOVERNMENT AND INDUSTRY AFFAIRS COMMITTEE, LEGISLATIVE COMMITTEE, POLICY AND PROCEDURE COMMITTEE, AND AD HOC COMMITTEES (IF APPLICABLE), BY THE INCOMING BOARD PRESIDENT**

After a brief discussion off the record, Ms. Doi made the following committee appointments:

ADMINISTRATION COMMITTEE

Ardy Kassakhian, Chair
Daniel Kuhnert, Member

BOARD DEVELOPMENT COMMITTEE

Nanxi Liu, Chair
Ardy Kassakhian, Member

EXECUTIVE COMMITTEE

Kathryn Ellen Doi, President
Ramon Alvarez C., Vice President

FISCAL COMMITTEE

Anne Smith Boland, Chair
Nanxi Liu, Member

GOVERNMENT AND INDUSTRY AFFAIRS COMMITTEE

Ramon Alvarez C., Chair
Anne Smith Boland, Member

LEGISLATIVE COMMITTEE

Bismarck Obando, Chair
Inder Dosanjh, Member

POLICY AND PROCEDURE COMMITTEE

Daniel Kuhnert, Chair
Inder Dosanjh, Member

8. **APPOINTMENT OF BOARD MEMBER DESIGNEE IN COMPLIANCE WITH THE BOARD'S 1997 "REVISED BOARD POLICY REGARDING REPRESENTATION IN COURT ACTIONS" BY THE INCOMING BOARD PRESIDENT**

This matter was pulled from the agenda since the incoming President is a Public Member and the incoming Vice President is a Dealer Member. If both the incoming President and Vice President were Dealer Members this designation would be necessary to comply with the Board adopted policy.

9. **REPORT ON NON-SUBSTANTIVE CHANGES TO THE PROPOSED AMENDMENTS TO SECTIONS 551.25 (SUBSTITUTION OR WITHDRAWAL OF COUNSEL) AND 553.75 (NONCOMPLIANCE) OF TITLE 13 OF THE CALIFORNIA CODE OF REGULATIONS - EXECUTIVE COMMITTEE**

The members were provided with a memorandum from Tim Corcoran and Danielle Phomsopha concerning non-substantive changes to the proposed regulatory text of Sections 551.25 and 553.75 of Title 13 of the California Code of Regulations. Ms. Parker indicated that the Executive Committee approved the changes suggested by the California State Transportation Agency General Counsel, which enabled the Board to move forward with the rulemaking packet. These regulations were already approved and operative on February 26, 2020, because they are non-substantive.

As indicated in the memo, the new changes are highlighted yellow as follows:

§ 551.25. Substitution or Withdrawal of Counsel.

(a) The party to a protest, or petition ~~or appeal~~ may substitute counsel of record at any time. It shall be evidenced by a writing signed by the party and new counsel of record and filed with the board. The writing shall be served on all other parties named in the proceeding.

(b) Counsel of record for a party may not withdraw from a protest, or petition ~~or appeal~~ without permission from the board. To obtain permission, counsel must file and serve a written request to withdraw or be relieved as counsel in compliance with Article 1, section 551.19 that satisfies the requirements of Rule 3.1362 of the California Rules of Court (Rev. 1/2017), which is hereby incorporated by reference, and Code of Civil Procedure section 284. Declarations of counsel may be filed under seal, but must be served on the party of the moving counsel, who then has an opportunity to be heard.

(c) Substitution or withdrawal of counsel does not alone constitute grounds for continuance of any previously scheduled dates in the proceeding.

Note: Authority cited: Section 3050(a), Vehicle Code. Reference: Section 3050(a), Vehicle Code; Rule 3.1362, California Rules of Court; and Section 284, Code of Civil Procedure.

§ 553.75. Noncompliance.

The New Motor Vehicle Board may consider any failure of a manufacturer or distributor to comply with any provisions of this Chapter to be good cause to exercise its authority pursuant to Vehicle Code Section 3050(e)(b).

Note: Authority cited: Section 472.5(f), Business and Professions Code; and Section 3050, Vehicle Code. Reference: Sections 472.5(b) and (f), Business and Professions Code; and Section 3050(e), Vehicle Code.

There was no Board action as this matter was for information only.

10. **STATUS REPORT CONCERNING MANUFACTURER AND DISTRIBUTOR COMPLIANCE WITH VEHICLE CODE SECTIONS 3064/3074 AND 3065/3075 (THE FILING OF STATUTORILY REQUIRED SCHEDULES AND FORMULAS) - ADMINISTRATION COMMITTEE**

The members were provided with a memorandum from Tim Corcoran, Danielle Phomsopha, and Eugene Ohta updating manufacturer and distributor compliance with the Board's request that statutorily mandated schedules or formulas be filed with the Board. Ms. Parker reported that this is the last annual memo the members will receive because at its December 2019 meeting, the Board revised its policy in light of Assembly Bill 179. In January of each year an annual notice will be issued instead.

In response to Ms. Doi's question, Ms. Parker indicated that the staff are not tracking down manufacturers and distributors for compliance anymore. An annual notice is being issued and filings are being collected; it is the obligation of the manufacturers and distributors to comply.

As indicated in the memo, 48 manufacturers/distributors within the Board's jurisdiction who were required to file mandated schedules and formulas did, so there was 100% compliance.

There was no Board action as this matter was for information only.

11. **CONSIDERATION OF THE REVISED GUIDE TO THE NEW MOTOR VEHICLE BOARD TO INCLUDE INFORMATION ON STATUTORY AND REGULATORY CHANGES - ADMINISTRATION COMMITTEE**

The members were provided with a memorandum and revised *Guide to the New Motor Vehicle Board* from Tim Corcoran and Robin Parker. Ms. Parker reported that the Guide was exhaustively reviewed and there were numerous changes pertaining to legislation effective January 1, 2020 (Assembly Bill 179). Ms. Parker indicated that there were two additional amendments to the *Guide*: (1) the composition of the Board was updated to reflect the two new members; and, (2) on page 7, the subdivision reference to Vehicle Code section 3066 should be (f) instead of (d).

Mr. Obando moved to adopt the revised *Guide to the New Motor Vehicle Board* with the amendments. Mr. Alvarez seconded the motion. The motion carried unanimously.

12. **UPDATE ON THE BOARD'S WEBSITE THAT INCLUDES THE REVISED MISSION AND VISION STATEMENTS - ADMINISTRATION COMMITTEE**

Mr. Corcoran provided the members with a screen shot of the Board's revised home page that reflects the new Mission and Vision Statements and also encompasses the State's new template. Mr. Corcoran indicated that DMV maintains the Board's website so they worked with staff to incorporate these changes.

There was no Board action as this matter was for information only.

13. **STATUS REPORT CONCERNING THE BOARD'S FINANCIAL CONDITION FOR THE 1ST QUARTER OF FISCAL YEAR 2019-2020, DISCUSSION OF THE ANNUAL BOARD FEE AND STATUS ON THE BOARD'S COLLECTION OF ITS ANNUAL FEES - FISCAL COMMITTEE**

The members were provided with a memorandum from Tim Corcoran, Dawn Kindel and Suzanne Luke concerning the Board's financial condition for the 1st quarter of fiscal year 2019-2020, the annual Board fee, and the status of the Board's collection of its annual fees. Ms. Luke indicated that for the first quarter the Board started with an appropriation of \$1.7 million, a beginning reserve balance of \$2.6 million, revenues totaling \$1.1 million, ending with the current reserve balance of \$3.4 million. Ms. Luke reported that the Board expended 22% of its appropriated budget for the first quarter. Furthermore, there is no need for an adjustment to the fee structure at this time with the current reserve balance. In addition, the Board's annual fee collection is nearly completed with only four payments outstanding of the 162 manufacturers invoiced.

There was no Board action as this matter was for information only.

14. **CONSIDERATION OF OUT-OF-STATE TRAVEL PLANS FOR FISCAL YEAR 2020-2021 - FISCAL COMMITTEE**

The members were provided with a memorandum from Dawn Kindel concerning the out-of-state travel plans for fiscal year 2020-2021. As indicated in the memo, the proposed out-of-state trips in fiscal year 2020-2021 are as follows:

- National Association of Motor Vehicle Boards and Commissions (NAMVBC) 2020 Fall Conference
 - Location and dates will be determined in early March 2020.
 - Staff proposes sending the Executive Director to represent the Board. Travel costs are unknown at this time.
- National Automobile Dealers Association (NADA) 2021 Show
 - New Orleans, LA. January 21-24, 2021

- Staff proposes sending the Executive Director to represent the Board. Travel costs for this trip will be approximately \$2,400.

Miss Kindel indicated that since the memo was drafted, the NAMVBC indicated their Annual Conference would likely be in Nashville, Tennessee, which is a banned state. If that is the case, there will be no Board representation at this event.

With regards to attending NADA, Mr. Alvarez and Mr. Kassakhian expressed an interest in attending. Ms. Doi commented that perhaps the Board could approve up to three staff and up to three Board members to attend NADA.

Mr. Corcoran provided an overview of Assembly Bill 1887 (effective January 1, 2017). It charged the Attorney General with maintaining a list that would prohibit state agencies from having employees travel to states that have been deemed as enacting a law that is discriminatory in nature. There are currently 11 states on the list including Tennessee. Mr. Corcoran suggested the general practice of including a caveat on any out-of-state travel approvals as long as it complies with the prohibitions set forth in Assembly Bill 1887. In response to Ms. Doi's question, Mr. Corcoran indicated that the statute (Gov. Code § 11139.8) prohibits the employer from requiring an employee to travel on state business and that would probably include Board members.

Ms. Doi moved to approve up to three staff members and up to three Board members to attend NAMVBC and NADA subject to the prohibition and the Governor's approval on funding. Mr. Obando seconded the motion. The motion carried unanimously.

15. **DISCUSSION CONCERNING THE FISCAL IMPACT OF THE INCREASED BILLING RATES FOR THE ATTORNEY GENERAL EFFECTIVE SEPTEMBER 1, 2019 - FISCAL COMMITTEE**

Ms. Luke provided the members with a memorandum concerning the fiscal impact of the increased billing rates for the Attorney General that were effective September 1, 2019. As indicated in the memo, according to the Attorney General, the costs for providing legal services have increased over the last 10 years and an increase in the legal services rates for the Department of Justice is needed for it to recover its costs. The new hourly rate for attorney services is \$220, for paralegal services \$205, and for auditor and research analyst services \$195. Based on fiscal year 2018-2019, the fee increase would be approximately \$10,000.

Ms. Luke indicated that although there will be an increase in the Attorney General costs, the impact of the rate increase will be minimal on the Board.

There was no Board action as this matter was for information only.

16. **ANNUAL REPORT CONCERNING BOARD ADOPTED POLICIES - POLICY AND PROCEDURE COMMITTEE**

The members were provided with a memorandum from Tim Corcoran and Robin Parker concerning the annual review of Board adopted policies. As indicated in the memo, the new policies that were approved in 2019 pertain to:

- The *Guide to the New Motor Vehicle Board and Informational Guide for Manufacturers and Distributors* were updated.
- The Board Delegations were updated.
- A Legislative Committee comprised of the Executive Committee was created. The Legislative Committee will provide California State Transportation Agency (CalSTA) with its own analysis, drafted by staff counsel and approved by the Committee on any Legislation of Special Interest.
- The Legislative Policy was updated to allow Board staff to provide technical and procedural advice to stakeholders on pending legislation but absent CalSTA approval, the Board would not publicly take position on any bill.
- The Board adopted a policy pertaining to Proposed Stipulated Decisions and Orders that are confidential and filed under Board seal. If the parties have jointly agreed that the terms of a Proposed Stipulated Decision and Order are confidential and should be maintained under Board seal to effect the agreed upon terms and conditions, then that is the criteria used by the Board.
- The Mission and Vision Statements were revised
- The Board policy concerning manufacturer and distributor compliance with Vehicle Code sections 3064/3074 and 3065/3075 (the filing of statutorily required schedules and formulas) was revised in light of Assembly Bill 179 to provide for the return of an Annual Notice.
- The Parliamentary Procedures were amended to automatically fill vacant committee Chair positions with the Member.

There was no Board action as this matter was for information only.

17. **CONSIDERATION OF THE EXPORT OR SALE-FOR-RESALE PROHIBITION POLICY PROTEST GUIDE (VEHICLE CODE SECTION 3085, ET SEQ.) - POLICY AND PROCEDURE COMMITTEE**

The members were provided with a memorandum and *Export or Sale-for-Resale Prohibition Policy Protest Guide*. Ms. Parker reported that there were minor changes from the previous version before the Board's authority sunset effective January 1, 2019.

Ms. Parker indicated that an amendment was necessary to reflect the current composition of the Board to include the two new members.

Mr. Obando moved to adopt the 2020 *Export or Sale-for-Resale Prohibition Policy Protest Guide* as amended. Mr. Alvarez seconded the motion. The motion carried unanimously.

18. **CONSIDERATION OF REVISIONS TO THE INFORMATIONAL GUIDE FOR MANUFACTURERS AND DISTRIBUTORS, WHICH OUTLINES THEIR OBLIGATIONS TO PROVIDE NOTICES, SCHEDULES, AND FORMULAS MANDATED BY THE CALIFORNIA VEHICLE CODE AND CIVIL CODE TO THE NEW MOTOR VEHICLE BOARD AND/OR IMPACTED DEALERS - POLICY AND PROCEDURE COMMITTEE**

The members were provided with a memo and a revised *Informational Guide for Manufacturers and Distributors* from Tim Corcoran and Robin Parker. As indicated in the memo, the only substantive change from the prior version is the addition of a footnote in the introduction to reflect the repeal of the Board's jurisdiction to hear appeals effective January 1, 2020.

Ms. Parker indicated that an amendment was necessary to reflect the current composition of the Board that includes the new members.

Mr. Alvarez moved to adopt the revised *Informational Guide for Manufacturers and Distributors* as amended. Mr. Obando seconded the motion. The motion carried unanimously.

19. **ANNUAL REPORT ON THE ASSIGNMENT OF CASES TO BOARD ADMINISTRATIVE LAW JUDGES - POLICY AND PROCEDURE COMMITTEE**

The members were provided with a memorandum from Tim Corcoran and Danielle Phomsopha concerning the assignment of cases to Board ALJs in 2019. Ms. Parker reported that there were 18 law and motion hearings, nine discovery hearings (rulings on objections), six mandatory settlement conferences, and three merits hearings for a total of 17 days. Ms. Doi inquired whether staff anticipated a similar schedule this year. Ms. Parker indicated that there had already been a bifurcated merits hearing and the continuation of a merits hearing from 2019 so the Board would likely consider a couple more proposed decisions this year. With regards to law and motion, Ms. Parker did not think it would be as busy but there were two hearings next month.

There was no Board action as this matter was for information only.

20. **CONSIDERATION OF PROPOSED REGULATIONS - POLICY AND PROCEDURE COMMITTEE**

- A. Form and Filing of Petition (13 CCR § 556);

B. Filing of Protest Pursuant to Vehicle Code Section 3065.3 (13 CCR § 586.5);

The members were provided with a memorandum from Tim Corcoran and Robin Parker concerning revisions to proposed regulatory amendments. Ms. Parker indicated that at the December 2, 2019, General Meeting, the Board adopted a number of regulations with the exception of two. The first regulation amends Section 556 with two alternatives. The second regulation adds Section 586.5, which pertains performance standard protests (Veh. Code § 3065.3).

Ms. Doi remarked that Section 556 relates to the kind of petition that led to the DMV investigation pertaining to the Volvo subscription program and another petition that came before the Board that was not verified and did not have any declarations. These alternatives are proposed so people filing petitions have an idea that the Board is expecting some evidence or documents it can rely on. In response to Ms. Doi's request, Ms. Parker indicated that the only difference between the two options is the addition of the words "or documents." The proposed text, as indicated in the memo, illustrates this

Alternative 1: § 556. Form and Filing of Petition.

The form of the petition shall conform with the provisions of Article 6 herein. The petition shall be filed with the executive director of the board. The petition shall clearly identify the facts, legal authority, and relief sought and include declarations or other evidence that support the petition.

Note: Authority cited: Section 3050(a), Vehicle Code. Reference: Section 3050(~~e~~), Vehicle Code.

Alternative 2: § 556. Form and Filing of Petition.

The form of the petition shall conform with the provisions of Article 6 herein. The petition shall be filed with the executive director of the board. The petition shall clearly identify the facts, legal authority, and relief sought and include declarations or other evidence or documents that support the petition.

Note: Authority cited: Section 3050(a), Vehicle Code. Reference: Section 3050(~~e~~), Vehicle Code.

Mr. Kuhnert moved to adopt alternative 2 of Section 556. Mr. Obando seconded the motion. The motion carried unanimously.

The members moved on to consider new Section 586.5, which outlines the filing of a protest pursuant to Section 3065.3. The proposed text follows:

§ 586.5. Filing of Protest Pursuant to Vehicle Code Section 3065.3.

(a) Protests filed with the board under this section of the Vehicle Code shall be filed as follows:

(1) The protest shall set forth in clear and concise language the factual contentions of the franchisee with respect to the protest.

(2) The franchisee may submit, as exhibits to the protest, photographic, documentary or similar physical evidence relevant to the matter in support of the protest with an appropriate description thereof in the protest sufficient to identify them and to explain their relevancy.

(3) The franchisee shall set forth in the protest its mailing address and telephone number and the name, mailing address and telephone number of the franchisee's attorney or authorized agent, if any. All correspondence with the franchisee shall thereafter be addressed to said address, if it represents itself, or to the address of its attorney or agent, if it is represented by an attorney or agent.

(4) The franchisee shall indicate either that it does or does not desire to appear before the board.

Note: Authority cited: Section 3050(a), Vehicle Code. Reference: Sections 3050 and 3065.3, Vehicle Code.

Ms. Parker indicated that it did not make sense to add performance standard protests to existing regulations because they are so different so she proposed a standalone provision. The language is nearly identical to the provisions that pertain to the other types of protests. Ms. Doi commented that in the absence of the new regulation, there would be no guidance or direction with respect to the filing of a performance standard protest. Ms. Parker indicated that a litigant would look to regulations pertaining to similar protests.

Mr. Obando moved to adopt the proposed regulations. Mr. Kassakhian seconded the motion. The motion carried unanimously.

Ms. Doi read the following statement into the record:

Given the Board's decision to go forward with the proposed regulations, I hereby delegate to the Executive Director the ministerial duty of proceeding through the rulemaking process in compliance with the Administrative Procedure Act. Notice of the proposed rulemaking will be published in the California Regulatory Notice Register and will be sent to the Public Mailing List. During the public comment period, I want to invite and encourage written and oral comments. Additionally, a public hearing at the Board's offices may be held to accept oral and written comments.

By the Board instructing staff to go forward with the proposed regulations, this does not necessarily indicate final Board action. If any written or oral comments are received, the full Board will consider the comments and reconsider the text of the proposed regulations. Furthermore, if the staff

decides that substantive modifications to the proposed text are necessary, the Board will consider those modifications at a noticed meeting. However, non-substantive changes involving format, grammar, or spelling suggested by the Office of Administrative Law or the staff will not be considered by the Board because they are non-regulatory in nature. They will be considered by the Executive Committee and ultimately reported to the Board at future meetings. If there are no written or oral comments received, then the rulemaking process will proceed without further Board involvement.

21. **CONSIDERATION OF 2020 RULEMAKING CALENDAR - POLICY AND PROCEDURE COMMITTEE**

The members were provided with a memorandum and 2020 Rulemaking Calendar from Tim Corcoran and Danielle Phomsopha. Ms. Parker reported that the format from previous years has changed so it is accessible and can be posted on various State websites. The Board is late in considering this since the Board typically meets in January or February. The Rulemaking Calendar has already been approved by California State Transportation Agency. The staff will submit it to the Office of Administrative Law for their information. The deadline has passed for it to be published in the California Regulatory Notice Register.

Mr. Alvarez moved to adopt the 2020 Rulemaking Calendar. Mr. Kuhnert seconded the motion. The motion carried unanimously.

22. **DISCUSSION CONCERNING WHETHER THE BOARD SHOULD PROMULGATE REGULATIONS PERTAINING TO PETITIONS SEEKING RELIEF PURSUANT TO SUBDIVISION (b)(1) AND/OR (b)(3) OF VEHICLE CODE SECTION 3050 (DEPARTMENT OF MOTOR VEHICLES INVESTIGATION AND/OR LICENSING ACTION) - POLICY AND PROCEDURE COMMITTEE**

This matter was deferred to allow time to draft something in writing that describes the background.

23. **EXECUTIVE DIRECTOR'S REPORT**

- A. Administrative Matters.
- B. Case Management.
- C. Judicial Review.
- D. Notices Filed Pursuant to Vehicle Code sections 3060/3070 and 3062/3072.
- E. Other.

Mr. Corcoran provided the members with a report on Administrative Matters, which is an ongoing accounting of all the projects that the Board staff are working on and the various Board committees that are involved in those projects. Mr. Corcoran discussed the Board's periodic newsletter, the *In-Site*, which historically was posted on the Board's website and emailed to a small number of people. Due to the ADA (Americans with Disabilities Act)

requirements, if the Board goes forward with the newsletter, it will have a different look. Additionally, it has not been published in a couple of years and no one is asking for it. Mr. Corcoran indicated that this will be agendaized at a future meeting for member input. Ms. Doi requested that when it is put on the agenda that the members be provided with past copies of the *In-Site*, so there can be a full discussion of what the newsletter was and what it could be.

Next, Mr. Corcoran discussed the file hosting service where staff created a process to make Board meeting materials digitally available to the members. Even though the Board has the secure-file transfer system in place, there is more work to do in terms of making it easier to load those materials on a device. With DMV's assistance, the staff would like to have tablets ready for the members so when they arrive for a meeting, the tablet is preloaded with the materials. The members can still request a paper copy of materials.

Ms. Parker reported that 12 protests had recently been dismissed and nine new protests have been filed so far this year. To wrap up 2019, Ms. Parker indicated that 49 protests were filed, predominantly terminations and establishments, and 27 notices of termination were issued. With regards to judicial matters, the Board's brief is due in the writ filed by General Motors in regard to the Folsom Chevrolet decision the Board adopted. Oral arguments were scheduled for the end of April (subsequently continued to July 30, 2020).

There was no Board action as this matter was for information only.

24. SELECTION OF BOARD MEETING DATES FOR 2020

The members were provided with a memorandum from Tim Corcoran concerning Board meeting dates for 2020. The members went off the record for this discussion. Ms. Doi indicated that the April 23, 2020, General Meeting will now be June 2 in Glendale and a Special Meeting will be held July 10, 2020, at a location to be determined. (Due to the pandemic, the June 2 meeting will now be held on July 10, 2020.)

25. CLOSED EXECUTIVE SESSION

Pursuant to Government Code section 11126(a)(1), all members of the Board shall convene in a closed Executive Session.

RATIFICATION OF THE HIRING DECISION OF THE ADMINISTRATIVE LAW JUDGE CANDIDATE BY ALL MEMBERS OF THE BOARD - ADMINISTRATION COMMITTEE

The Public and Dealer members of the Board considered ratifying the hiring decision of Steven Smith. Mr. Alvarez moved to offer the position to ALJ Smith conditionally upon the completion of the DMV hiring process. Mr. Kassakhian seconded the motion. The motion carried unanimously.

26. **OPEN SESSION**

The members of the Board returned to open session. Ms. Doi announced the decision in Agenda item 25. ALJ Smith commented that he is mindful of the role that he would play for the Board as essentially an extension of the members. ALJ Smith thanked the members for this opportunity.

27. **DISCUSSION CONCERNING DEVELOPING PERFORMANCE RATING CRITERIA FOR THE BOARD'S EXECUTIVE DIRECTOR POSITION - ADMINISTRATION COMMITTEE**

Mr. Corcoran left the meeting during this discussion. Miss Kindel provided the members with a template for the performance review of the Executive Director. There has not been a formalized process in the past. Miss Kindel tailored a review from another department and is looking for input from the members. Ms. Doi thought it would be fair for Mr. Corcoran to have something more formal that demonstrates the kind of job the Board believes Mr. Corcoran has been doing. The review criteria would potentially apply to any future executive director, so it is not specific to Mr. Corcoran.

Mr. Kassakhian indicated the City of Glendale uses "meets standards," "exceeds standards" and "needs improvement;" he offered to provide a sample matrix. Mr. Obando indicated that the performance measures at his job is three levels as well. There is some room for commentary, discussion and goal setting. Mr. Obando inquired about the "salary increase recommendation." Miss Kindel clarified that the Board can make the recommendation, but it would be subject to approval by the Governor's Office. And, a typical recommendation for an increase is 5 percent.

Mr. Kuhnert inquired whether each member would have equal weight. Ms. Doi commented that the members could all meet in Closed Session, discuss the criteria, and then come to a uniform appraisal. Miss Kindel remarked that in past performance reviews for the Executive Director there has been a consensus with all the Board members in Closed Session but there was not a formalized writing.

There was no Board action as this matter was for information only.

28. **PUBLIC COMMENT (Gov. Code § 11125.7)**

No additional public comment was presented.

29. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at approximately 2:46 p.m.

Submitted by

TIMOTHY M. CORCORAN
Executive Director

APPROVED: _____
Kathryn Ellen Doi
President
New Motor Vehicle Board

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STATE OF CALIFORNIA
NEW MOTOR VEHICLE BOARD
MINUTES

The New Motor Vehicle Board (“Board”) held a Special meeting on July 10, 2020, via Zoom and Teleconference.

Kathryn Doi, President and Public Member, called the meeting of the Board to order at 9:13 a.m.

Ms. Doi welcomed everyone to the first virtual meeting of the Board since COVID-19. She acknowledged the Board staff’s extraordinary efforts to continue the smooth operation of the Board during this time. Ms. Doi stated that the meeting materials are available on the Board’s website and hard copies of the materials can be requested by contacting the Board’s legal staff.

The Board’s Executive Director, Timothy Corcoran, set forth the parameters for the meeting.

2. **ROLL CALL**

Board Members Present: Kathryn Ellen Doi
Ramon Alvarez C. (Dealer Member did not participate)
Anne Smith Boland (Dealer Member did not participate)
Inder Dosanjh (Dealer Member did not participate)
Ardashes “Ardy” Kassakhian
Daniel P. Kuhnert
Nanxi Liu
Bismarck Obando

Board Staff Present: Timothy M. Corcoran, Executive Director
Danielle R. Phomsopha, Staff Counsel
Dawn Kindel, Chief of Staff
Suzanne Luke, Administrative Services Analyst
Eugene Ohta, IT Tech
Alejandro Martinez, Office Assistant

Mr. Corcoran indicated that all Public Board Members are in attendance and the Dealer Board Members are in attendance for observation only.

3. **9:05 - 11:05 a.m.**

a. **ORAL PRESENTATION BEFORE THE PUBLIC MEMBERS OF THE BOARD**

BARBER GROUP, INC., a California corporation doing business as BARBER HONDA v. AMERICAN HONDA MOTOR CO., INC., a California corporation; GALPINSFIELD AUTOMOTIVE, LLC, Intervenor
Protest No. PR-2539-17

Ms. Doi reminded the Dealer Members that they may not participate, hear, comment or advise other members upon or decide this matter. Ms. Doi read the following statement “comments by the parties or by their counsel that are made regarding any proposed decision must be limited to matters contained within the administrative record of the proceedings. No other information or argument will be considered by the Board. In addition, these are adjudicative matters as described in Government Code section 11125.7(e) and therefore members of the public may not comment on such matters.”

Oral comments were presented before the Public Members of the Board. Gavin M. Hughes, Esq., along with Robert Mayville, Esq., of the Law Offices of Gavin M. Hughes, represented Protestant. Also present for Protestant were Steve Ekegren and Jonathan Ekegren. S. Keith Hutto, Esq. represented Respondent, along with Steven McFarland, Esq. and Patrick Quinn, Esq. of Nelson Mullins Riley & Scarborough LLP. Also present for Respondent were Frank Beniche of Honda’s national office and Eric Van Olst of Honda’s California zone relevant to this Protest. Alan Skobin, Esq. of Galpinsfield Automotive, LLC, represented Intervenor. Also present for Intervenor was Beau Boeckmann, owner of Galpinsfield Automotive, LLC and Chief Executive Officer and part-owner of all other Galpin dealerships.

All parties received a copy of the Proposed Decision and stipulated to the recording of these proceedings without a court reporter.

b. **CLOSED EXECUTIVE SESSION DELIBERATIONS**

Pursuant to Government Code section 11126(c)(3), Vehicle Code section 3008(a), and Title 13, California Code of Regulations, sections 581 and 588, the Board convenes in closed Executive Session to deliberate the decisions reached upon the evidence introduced in proceedings that were conducted in accordance with Chapter 5 (commencing with section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

Pursuant to Government Code section 11517(c)(2), the Board could adopt the proposed decision, make technical or other minor changes, reject the proposed decision and remand the case, or reject the proposed decision and decide the case upon the record.

CONSIDERATION OF PROPOSED DECISION

BARBER GROUP, INC., a California corporation doing business as BARBER HONDA v. AMERICAN HONDA MOTOR CO., INC., a California corporation; GALPINSFIELD AUTOMOTIVE, LLC, Intervenor
Protest No. PR-2539-17

Consideration of the Administrative Law Judge's Proposed Decision, by the Public Members of the Board.

The Public Members of the Board deliberated in closed Executive Session. Mr. Kassakhian moved to adopt the Administrative Law Judge's Proposed Decision. Mr. Kuhnert seconded the motion. The motion carried by a 4:1 vote with Mr. Obando opposed.

c. OPEN SESSION

The Public Members returned to Open Session. Ms. Doi announced the decision in Agenda Item 3.

4. 11:05 a.m. - 11:15 a.m. Break

The morning break was skipped to allow the meeting to remain on schedule.

5. 11:15 a.m. - 12:00 p.m.

a. ORAL PRESENTATION BEFORE THE PUBLIC MEMBERS OF THE BOARD

FAIRFIELD IMPORTS, LLC, a California Limited Liability Company v. TOYOTA MOTOR SALES, USA, INC., a California Corporation
Protest Nos. PR-2579-18 and PR-2580-18

Ms. Doi reminded the Dealer Members that they may not participate, hear, comment or advise other members upon or decide this matter. Ms. Doi read the following statement "comments by the parties or their counsel must be limited to matters contained within the administrative record of the proceedings. No other information or argument will be considered by the Board. It's an adjudicative matter as described in Government Code section 11125.7(e) and members of the public may not comment as well."

Oral comments were presented before the Public Members of the Board. Ms. Phomsopha confirmed counsel for Protestant did not intend to be present. Ronnie McMahan, Esq. of Nelson Mullins Riley & Scarborough LLP, represented Respondent. Mr. McMahan confirmed he received a copy of the Proposed Order.

b. **CLOSED EXECUTIVE SESSION DELIBERATIONS**

Pursuant to Government Code section 11126(c)(3), Vehicle Code section 3008(a), and Title 13, California Code of Regulations, sections 581 and 588, the Board convenes in closed Executive Session to deliberate the decisions reached upon the evidence introduced in proceedings that were conducted in accordance with Chapter 5 (commencing with section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

Pursuant to Government Code section 11517(c)(2), the Board could adopt the proposed decision, make technical or other minor changes, reject the proposed decision and remand the case, or reject the proposed decision and decide the case upon the record.

CONSIDERATION OF PROPOSED ORDER

FAIRFIELD IMPORTS, LLC, a California Limited Liability Company v. TOYOTA MOTOR SALES, U.S.A., INC., a California Corporation
Protest Nos. PR-2579-18 and PR-2580-18

Consideration of the Administrative Law Judge's Proposed Order Granting "Respondent Toyota Motor Sales, U.S.A., Inc.'s Motion to Dismiss Protests," by the Public Members of the Board.

The Public Members of the Board deliberated in closed Executive Session. Mr. Obando moved to adopt the Administrative Law Judge's Proposed Order. Ms. Liu seconded the motion. The motion carried unanimously.

c. **OPEN SESSION**

The Public Members returned to Open Session. Ms. Doi announced the decision in Agenda Item 5.

After a brief lunch break from 12:08 p.m. to 12:35 p.m., Mr. Corcoran again set forth the parameters for the meeting. Ms. Doi requested Mr. Corcoran take roll to ensure a quorum. Mr. Corcoran indicated that all Public Board Members are in attendance and Dealer Members Alvarez and Smith Boland are in attendance as observers.

6. **12:30 p.m. - 2:30 p.m.**

PRESENTATION OF THE DEPARTMENT OF MOTOR VEHICLE'S REPORT OF INVESTIGATION BY INVESTIGATOR GARY CONSTANTINO REGARDING WHETHER THE CARE BY VOLVO SUBSCRIPTION PROGRAM VIOLATES VEHICLE CODE SECTIONS 11713.3(o)(1), 3060(b), 11713.3(u) and/or 11713.19.

CALIFORNIA NEW CAR DEALERS ASSOCIATION v. VOLVO GROUP NORTH AMERICA LLC aka VOLVO CAR USA, LLC
Petition No. P-460-19

Discussion of the Department of Motor Vehicle's Report of Investigation, by the Public Members of the Board.

Ms. Doi reminded the Board Members that there is no authority to go into Closed Executive Session with respect to this Petition and the only action the Board can take is public comments since this is not an action item.

Ms. Phomsopha provided a brief summary of the April 2019 Dealer Members recusal. She stated "Dealer Members are precluded from participating in this matter including but not limited to considering, hearing, commenting on, advising other Board Members on or deciding the issues raised in the Petition."

Mr. Corcoran made a brief presentation of the Department of Motor Vehicle's investigative findings.

Colm Moran, Esq., of Shook, Hardy & Bacon L.L.P. represented Respondent, Volvo Group North America LLC aka Volvo Car USA LLC ("Volvo"). Mr. Moran stated that Volvo does not agree with the factual or legal conclusions reached in the report and Volvo has stopped running the Care by Volvo program in California. Mr. Moran believes no further action by the Board is necessary in regard to this matter.

Peter Wexler, head of Care by Volvo at Volvo, commented that working with innovation in the automotive industry is not easy but it is an ongoing process to identify issues and make program changes to address those issues. Volvo is waiting to introduce the second version of Care by Volvo ("Care by Volvo 2.0") in California. It will revise the program in light of DMV's Investigative Report and restart the program in California at a later date. Volvo will be in direct consultation with the DMV in regard to all program changes prior to restarting the program.

Brett Osborn of the Volvo Retailer Advisory Board commented that the relationship that Volvo retailers have with Volvo Cars USA is above and beyond any other relationship they have with other manufacturers. Mr. Osborn feels that Volvo really supports its retailers.

Jason Church, who is part of a dealership group that participated in the first version of Care by Volvo and is currently participating in Care by Volvo 2.0 in another state, commented that their dealership has had success with the program and he believes the subscription program works because it benefits both the retailer and consumer.

Michael Cypers, Esq., of Glaser Weil Fink Howard Avchen & Shapiro LLP, represented the Petitioner California New Car Dealers Association ("CNCDA"). Mr. Cypers commented that this is the first time he's heard that Volvo affirmatively stopped the Care by Volvo program in California. CNCDA continues to try to work with Volvo in regard to Care by Volvo 2.0 and ensuring it complies with California law. Petitioner wants the Board to accept the findings in the Investigative Report and agendaize this item for further briefing to send the matter back to DMV for licensing action against Volvo and to receive representations from Volvo in writing with regard to the current status of Care by Volvo.

Mr. Moran commented in response to Mr. Cypers that there is no statutory procedure for the Board to adopt and accept DMV's Investigative Report. Further, the licensing action Mr. Cypers is requesting can only be the suspension or revocation of Volvo's license, which would put Volvo retailers in California out of business.

Ms. Doi commented that there is also the possibility for the filing of an additional petition requesting further investigation into the issues Mr. Cypers raised.

Mr. Cypers commented that there are other forms of license-related relief that the DMV could issue, including putting conditions on Volvo's license or fines against Volvo, as part of the relief requested in CNCDA's original Petition.

Mr. Moran stated that the Investigative Report does not make "findings" because there was not a due process hearing. Volvo was never adjudicated to have violated any law. To make such findings an administrative law judge would need to be assigned after the filing of an accusation against Volvo by the DMV. The DMV has already expressed that it does not want to file such an accusation.

Public Members Kassakhian, Kuhnert, Liu and Obando stated they do not need to hear further on this matter at the next meeting. Ms. Doi did not necessarily agree but out of respect for the majority, she does not see the need to agendize the matter for further action.

7. **PUBLIC COMMENT (GOV. CODE § 11125.7)**

No additional public comment was presented.

8. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at approximately 1:42 p.m.

Submitted by

TIMOTHY M. CORCORAN
Executive Director

APPROVED: _____
Kathryn Ellen Doi
President
New Motor Vehicle Board



New Motor Vehicle Board

RESOLUTION

W*HEREAS*, Mr. Anthony A. Batarse, Jr., was appointed to the Board in September 2013, by Governor Edmund G. Brown Jr., and was reappointed in March 2015, to serve as a dealer member of the **NEW MOTOR VEHICLE BOARD**; and,

W*HEREAS*, Mr. Batarse served on the Fiscal Committee as a Chair and member, and distinguished himself thereby; and

W*HEREAS*, Mr. Batarse actively engaged in the Board's business by providing sound advice and leadership, was thoughtful, friendly and outgoing to staff and fellow members; and

W*HEREAS*, the foremost concern of Mr. Batarse is public service to the people of the State of California, being active in political and community affairs, with exemplary service and dedication in the best interest of his fellow citizens, which merits the highest praise and recognition, and

W*HEREAS*, Mr. Batarse has given with great unselfishness and dedication of his time and expertise to matters concerning the motor vehicle industry and helped direct and protect the welfare of the automotive industry in this State, which is vital to California's economy and public welfare, thereby enhancing the respect of the auto industry and public for the Board; and,

T*HEREFORE BE IT RESOLVED* that each and every member of the **NEW MOTOR VEHICLE BOARD** joins in expressing their profound appreciation to Mr. Anthony A. Batarse, Jr. for his contribution to the Board, to the motor vehicle industry and to the people of the State of California.

Dated this 16th day of September 2020

KATHRYN ELLEN DOI, PRESIDENT

ARDASHES KASSAKHIAN

RAMON ALVAREZ C., VICE PRESIDENT

DANIEL P. KUHNERT

ANNE SMITH BOLAND

NANXI LIU

INDER DOSANJH

BISMARCK OBANDO



New Motor Vehicle Board

RESOLUTION

W*HEREAS*, Ms. Victoria Rusnak was appointed to the Board in March 2009, by Governor Arnold Schwarzenegger to serve as a dealer member of the **NEW MOTOR VEHICLE BOARD**. She was reappointed by Governor Edmund G. Brown Jr. in October 2013 and March 2015; and,

W*HEREAS*, Ms. Rusnak served on several committees including Chair and member of the Fiscal Committee, served two terms as the Board's Vice President in 2014 and 2015, and distinguished herself thereby; and

W*HEREAS*, Ms. Rusnak actively engaged in the Board's business by providing sound advice and leadership, was thoughtful, friendly and outgoing to staff and fellow members; and

W*HEREAS*, the foremost concern of Ms. Rusnak is public service to the people of the State of California, being active in political and community affairs, with exemplary service and dedication in the best interest of her fellow citizens, which merits the highest praise and recognition, and

W*HEREAS*, Ms. Rusnak has given with great unselfishness and dedication of her time and expertise to matters concerning the motor vehicle industry and helped direct and protect the welfare of the automotive industry in this State, which is vital to California's economy and public welfare, thereby enhancing the respect of the auto industry and public for the Board; and,

T*HEREFORE BE IT RESOLVED* that each and every member of the **NEW MOTOR VEHICLE BOARD** joins in expressing their profound appreciation to Mr. Victoria Rusnak for her contribution to the Board, to the motor vehicle industry and to the people of the State of California.

Dated this 16th day of September 2020

KATHRYN ELLEN DOI, PRESIDENT

ARDASHES KASSAKHIAN

RAMON ALVAREZ C., VICE PRESIDENT

DANIEL P. KUHNERT

ANNE SMITH BOLAND

NANXI LIU

INDER DOSANJH

BISMARCK OBANDO



New Motor Vehicle Board

RESOLUTION

W*HEREAS*, Mr. Glenn E. Stevens was duly appointed by Governor Gray Davis in March 2000, and reappointed in May 2003, to serve as a public member of the **NEW MOTOR VEHICLE BOARD**. He was reappointed by Governor Arnold Schwarzenegger in January 2008, and again by Governor Edmund G. Brown Jr. in September 2013 and March 2015; and,

W*HEREAS*, Mr. Stevens served on numerous committees, most recently as Chair of the Policy and Procedure Committee and Ad Hoc Committee to Review the Mission and Vision Statements, and member of the Government and Industry Affairs Committee; served five terms as the Board's President in 2003, 2004, 2014, 2015, and 2016 and two terms as Vice President in 2002 and 2011; assisted the Board in many other capacities; and distinguished himself thereby; and

W*HEREAS*, Mr. Stevens actively engaged in the Board's business by providing sound advice and leadership, was thoughtful, friendly and outgoing to staff and fellow members; and

W*HEREAS*, the foremost concern of Mr. Stevens is public service to the people of the State of California, being active in political and community affairs, with exemplary service and dedication in the best interest of his fellow citizens, which merits the highest praise and recognition, and

W*HEREAS*, Mr. Stevens has given with great unselfishness and dedication of his time and expertise to matters concerning the motor vehicle industry and helped direct and protect the welfare of the automotive industry in this State, which is vital to California's economy and public welfare, thereby enhancing the respect of the auto industry and public for the Board; and,

T*HEREFORE BE IT RESOLVED* that each and every member of the **NEW MOTOR VEHICLE BOARD** joins in expressing their profound appreciation to Mr. Glenn E. Stevens for his contribution to the Board, to the motor vehicle industry and to the people of the State of California.

Dated this 16th day of September 2020

KATHRYN ELLEN DOI, PRESIDENT

ARDASHES KASSAKHIAN

RAMON ALVAREZ C., VICE PRESIDENT

DANIEL P. KUHNERT

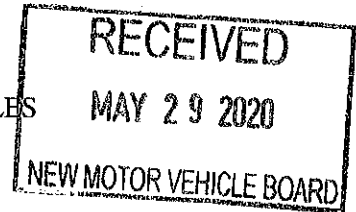
ANNE SMITH BOLAND

NANXI LIU

INDER DOSANJH

BISMARCK OBANDO

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES



Investigations Division

Report of Investigation



-CONFIDENTIAL-

[J. Verdialez, Investigator]

5/21/2020

[RV'S 4 LESS INC.]

ECLIPSE RECREATIONAL VEHICLES INC.]

[20C1L07542]

[Fresno Investigations Office]

**DEPARTMENT OF MOTOR VEHICLES**

INVESTIGATIONS DIVISION
2510 S. East Avenue, Suite 100B
Fresno, CA 93706
(559) 488-4024



**REPORT OF INVESTIGATION
CONFIDENTIAL**

DATE: 5/21/2020
CASE #: 20C1L07542

SUBJECT (RV'S 4 LESS INC.):

NAME: KUEHNE, DANIEL NORMAN
DOB: 07/19/55
AKA: N/A
ADDRESS: 14334 HWY 41
MADERA, CA 93636
TELEPHONE(S): (559) 822-7848
DESCRIPTION: WMA **HGT:** 5-10 **WGT:** 180 **HAIR:** BLONDE **EYES:** BLUE
CDL: N0744651

NAME: KUEHNE-SULLIS, DANIELLE NICOLE
DOB: 03/07/84
AKA: N/A
ADDRESS: 14334 HWY 41
MADERA, CA 93636
TELEPHONE: (559) 822-7848
DESCRIPTION: WFA **HGT:** 5-6 **WGT:** 190 **HAIR:** BROWN **EYES:** BLUE
CDL: B9602293

OWNERSHIP STRUCTURE

NAMES: KUEHNE, Daniel Norman; KUEHNE-SULLIS, Danielle Nicole;
Kuehne, Joshua D. (Owners)
CORPORATION: RV's 4 Less Inc., DBA RV's 4 Less
ADDRESS: 14334 HWY 41
Madera, CA 93636
DATE IN BUSINESS: 04/12/11
PHONE #: (559) 822-7848
DEALER#: 48561

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RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

SUBJECT (ECLIPSE RECREATIONAL VEHICLES INC.):

NAME: TREALOFF, DALLEN
DOB: 02/08/48
AKA: N/A
ADDRESS: 3016 KANSAS AVE #14
RIVERSIDE, CA 92507
TELEPHONE(S): (909) 880-6868
DESCRIPTION: WMA HGT: 5-11 WGT: 176 HAIR: BLONDE EYES: BLUE
CDL: N0531734

OWNERSHIP STRUCTURE

NAME: TREALOFF, Dallen (Owner)
CORPORATION: Eclipse Recreational Vehicles Inc., DBA Eclipse
ADDRESS: 3016 Kansas Ave #14
Riverside, CA 92507
DATE IN BUSINESS: 06/23/03
PHONE #: (909) 880-6868
DEALER#: 59017

REPORT PREPARED BY: Jared Verdiaz, Investigator #016

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VIOLATIONS ALLEGED (RV'S 4 LESS, INC.):

Count (1):	VC 11713.23(b)	Sell new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	08/29/17	
Statute of Limitations:	08/29/18	
Count (2):	VC 11713.23(b)	Sell new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	08/29/17	
Statute of Limitations:	08/29/18	
Count (3):	VC 11713.23(b)	Sell new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	09/16/17	
Statute of Limitations:	09/16/18	
Count (4):	VC 11713.23(b)	Sell new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	09/19/17	
Statute of Limitations:	09/19/18	
Count (5):	VC 11713.23(b)	Sell new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	05/17/18	
Statute of Limitations:	05/17/19	
Count (6):	VC 11713.23(c)(2)	Receive new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	04/25/17	
Statute of Limitations:	04/25/18	
Count (7):	VC 11713.23(c)(2)	Receive new recreational vehicle without written recreational vehicle franchise; Misdemeanor
Date of Violation:	06/30/17	
Statute of Limitations:	06/30/18	

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RV'S 4 LESS, INC.

ECLIPSE RECREATIONAL VEHICLES, INC.

Count (8): VC 11713.23(c)(2) Receive new recreational vehicle without written recreational vehicle franchise; Misdemeanor

Date of Violation: 07/13/17

Statute of Limitations: 07/13/18

Count (9): VC 11713.23(c)(2) Receive new recreational vehicle without written recreational vehicle franchise; Misdemeanor

Date of Violation: 08/04/17

Statute of Limitations: 08/04/18

Count (10): VC 11713.23(c)(2) Receive new recreational vehicle without written recreational vehicle franchise; Misdemeanor

Date of Violation: 08/04/17

Statute of Limitations: 08/04/18

VIOLATIONS ALLEGED (ECLIPSE):

Count (1): VC 11713.23(a) Manufacturer sell new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 04/20/17

Statute of Limitations: 04/20/18

Count (2): VC 11713.23(a) Manufacturer sell new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 06/30/17

Statute of Limitations: 06/30/18

Count (3): VC 11713.23(a) Manufacturer sell new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 07/12/17

Statute of Limitations: 07/12/18

Count (4): VC 11713.23(a) Manufacturer sell new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 08/03/17

Statute of Limitations: 08/03/18

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RV'S 4 LESS, INC.

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Count (5): VC 11713.23(a) Manufacturer sell new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 08/04/17

Statute of Limitations: 08/04/18

Count (6): VC 11713.23(c)(1) Manufacturer ship new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 04/25/17

Statute of Limitations: 04/25/18

Count (7): VC 11713.23(c)(1) Manufacturer ship new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 06/30/17

Statute of Limitations: 06/30/18

Count (8): VC 11713.23(c)(1) Manufacturer ship new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 07/13/17

Statute of Limitations: 07/12/18

Count (9): VC 11713.23(c)(1) Manufacturer ship new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 08/04/17

Statute of Limitations: 08/04/18

Count (10): VC 11713.23(c)(1) Manufacturer ship new recreational vehicle without recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 08/04/17

Statute of Limitations: 08/04/18

Count (11): VC 11713.22(a) Manufacturer fail to provide dealer with recreational vehicle franchise agreement; Misdemeanor

Date of Violation: 04/20/17

Statute of Limitations: 04/20/18

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SYNOPSIS:

On 12/18/19, the New Motor Vehicle Board (NMVB) submitted a formal request for the Department of Motor Vehicles (DMV) Investigations Division to investigate alleged Vehicle Code violations by Eclipse Recreational Vehicles, Inc. (Eclipse) and RV's 4 Less, Inc. (RV's 4 Less). The NMVB provided an administrative record of Protest Number PR-2569-18, which included board meeting transcripts, exhibits, and depositions by both parties.

On 3/4/20, I interviewed Danielle **KUEHNE-SULLIS** and Daniel **KUEHNE**, the owners of RV's 4 Less. **KUEHNE-SULLIS** and **KUEHNE** stated they purchased and received five new recreational vehicles from Eclipse during the timeframe of March of 2017 to August of 2017. **KUEHNE-SULLIS** and **KUEHNE** also stated they subsequently sold all five of the new recreational vehicles to retail consumers. **KUEHNE-SULLIS** provided me with invoices from Eclipse Recreational Vehicles, Inc., U.S. Motor Carrier Short Bills of Lading, Eclipse Delivery Invoices, Certificates of Origin for a Vehicle, and Retail Installment Sale Contracts to support their statements.

I attempted to schedule interviews with the owner and employees of Eclipse through their attorney, Mark Baute, but they were not willing to provide a statement due to pending litigation. Based on the depositions provided in the administrative record, the owner of Eclipse, Dallen **TREALOFF**, and Eclipse employees, provided sworn testimony that they sold and delivered new recreational vehicles to RV's 4 Less. Based on the investigation, it was determined RV's 4 Less and Eclipse engaged in the sales, shipping, and receiving of new recreational vehicles without a written recreational vehicle franchise agreement signed by both parties.

On 5/21/20, warning letters were mailed to Eclipse and RV's 4 Less via certified mail for the above listed violations.

BACKGROUND INFORMATION:

The DMV is tasked with licensing and regulating new and used car dealers, manufacturers, as well as vehicle salespersons within the State of California. The DMV conducts background checks on its licensees and performs periodic inspections to ensure regulatory compliance. The DMV Investigations Division strives to educate, warn and enforce the various laws that offer consumer protection and/or fair vehicle marketing.

***Vehicle Code 11713.22(a)** Upon mutual agreement of the parties to enter into a recreational vehicle franchise, it is unlawful and a violation of this code for a manufacturer, manufacturer branch, distributor, or distributor branch licensed under this code to fail or refuse to provide a recreational vehicle dealer with a written recreational vehicle franchise that complies with the requirements of Section 331.3.*

***Vehicle Code 11713.23(a)** A recreational vehicle manufacturer, manufacturer branch, distributor, or distributor branch licensed under this code shall not sell a new recreational vehicle in this state to or through a recreational vehicle dealer without having first entered into a written recreational*

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vehicle franchise with that recreational vehicle dealer, that complies with the requirements of Section 331.3 and that has been signed by both parties.

Vehicle Code 11713.23(b) *A recreational vehicle dealer shall not sell a new recreational vehicle in this state without having first entered into a written recreational vehicle franchise, that complies with the requirements of Section 331.3 , with a recreational vehicle manufacturer, manufacturer branch, distributor, or distributor branch licensed under this code, that has been signed by both parties.*

Vehicle Code 11713.23(c)(1) *A recreational vehicle manufacturer, manufacturer branch, distributor, or distributor branch shall not ship a new recreational vehicle to a recreational dealer on or after January 1, 2009, without a recreational vehicle franchise that has been signed by both parties.*

Vehicle Code 11713.23(c)(2) *A recreational vehicle dealer shall not receive a new recreational vehicle from a recreational vehicle manufacturer, manufacturer branch, distributor, or distributor branch on or after January 1, 2009, without a recreational vehicle franchise that has been signed by both parties.*

Vehicle Code 331.3 *A "recreational vehicle franchise" is a written agreement between two or more persons having both of the following conditions:*

- (a) A commercial relationship of definite duration or continuing indefinite duration.*
- (b) The franchisee is granted the right to offer for sale or lease, or to sell or lease at retail, new recreational vehicles, as defined in subdivision (a) of Section 18010 of the Health and Safety Code, that are manufactured or distributed by the franchisor, or the right to perform authorized warranty repairs and service, or the right to perform any combination of these activities.*

Vehicle Code 670 *A "vehicle" is a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.*

ORIGIN:

On 12/18/19, the NMVB submitted a formal request for the DMV Investigations Division to investigate alleged Vehicle Code violations by Eclipse and RV's 4 Less (**Attachment 1**). The NMVB noted the alleged violations by Eclipse were VC 11713.22(a), VC 11713.23(a), and VC 11713.23(c)(1) and the alleged violations by RV's 4 Less were VC 11713.23(b) and VC 11713.2(c)(2).

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INVESTIGATION:

On 12/19/19, I received the request for investigation by the NMVB. The NMVB also delivered the administrative record for Protest Number PR-2569-18, which included board meeting transcripts, exhibits, and depositions by both parties.

I reviewed the administrative record provided by the NMVB and it can be summarized as follows: Eclipse was a licensed recreational vehicle manufacturer. RV's 4 Less was a licensed new recreational vehicle dealer. Between March and August of 2017, Eclipse sold and delivered approximately five new recreational vehicles to RV's 4 Less. RV's 4 Less received the new recreational vehicles from Eclipse. RV's 4 Less subsequently sold all of the new recreational vehicles received from Eclipse to retail consumers. RV's 4 Less received and sold the new recreational vehicles without obtaining a written recreational vehicle franchise agreement signed by both parties. Eclipse sold and delivered new recreational vehicles to RV's 4 Less without a written recreational vehicle franchise agreement signed by both parties.

On 4/26/18, RV's 4 Less filed a termination protest with the NMVB against Eclipse. RV's 4 Less argued Eclipse terminated the franchise agreement between Eclipse and RV's 4 Less without first fulfilling the requirements in Vehicle Code section 3070. An Eclipse representative sent RV's 4 Less a Sales and Service Agreement; the agreement was signed and returned to Eclipse. According to the administrative record, Eclipse never signed the agreement.

On 8/30/18, Eclipse filed a motion with the NMVB arguing a franchise agreement between Eclipse and RV's 4 Less never existed. Eclipse contended the franchise agreement was not signed by Eclipse and therefore, never existed. Eclipse's motion was to dismiss the protest, as the NMVB did not have jurisdiction over the matter.

On 11/5/19, Administrative Law Judge Anthony Skrocki submitted a Proposed Order dismissing the protest without ruling on the Motion to Dismiss by Eclipse. The Proposed Order was based on the alleged Vehicle Code violations committed by Eclipse and RV's 4 Less.

On 12/2/19, the NMVB approved the referral of an investigation to be conducted by the DMV Investigations Division for further review of the above Vehicle Code violations.

On 12/19/19, I was assigned this case for investigation. I reviewed all of the exhibits and documents in the administrative record and utilized the following documents for my investigation: Dealer-Eclipse Sales and Service Agreement (which was only signed by Danielle **KUEHNE-SULLIS** dated 3/13/17), along with the Eclipse Recreational Vehicles Inc. document signed by Danielle **KUEHNE-SULLIS** on 3/10/17 (**Evidence 1**); five Eclipse invoices with listed VIN's ending with 5737, 5855, 5578, 5856 and 5723 (**Evidence 2**); and e-mails between Eclipse National Sales Manager Kevin Flores and Danielle **KUEHNE-SULLIS** (**Evidence 3**).

I conducted a DMV Occupational Licensing inquiry for both Eclipse and RV's 4 Less. The inquiry revealed Eclipse was a licensed recreational trailer manufacturer with DMV Occupational

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Licensing. The listed owner of Eclipse was Dallen **TREALOFF**. The DMV inquiry for RV's 4 Less revealed RV's 4 Less was a new and used recreational trailer vehicle dealer. The listed owners of RV's 4 Less were Daniel **KUEHNE**, Joshua Kuehne, and Danielle **KUEHNE-SULLIS**.

On 3/4/20, I interviewed Danielle **KUEHNE-SULLIS** and Daniel **KUEHNE** at their dealership branch, RV Liquidation Center, located at 984 W Shaw Ave, Clovis, CA 93612. **KUEHNE-SULLIS** told me the following.

Statement of Danielle KUEHNE-SULLIS

KUEHNE-SULLIS stated she was one of the owners of RV's 4 Less. **KUEHNE-SULLIS** stated in early 2017, she and **KUEHNE** found out that the Fresno RV dealership, Toy Hauler Liquidators, was going out of business. **KUEHNE-SULLIS** stated that Toy Hauler Liquidators carried the Eclipse recreational vehicle trailer brand, Attitude. **KUEHNE-SULLIS** stated that she and **KUEHNE** wanted to carry Attitude products at their dealership and saw the opportunity to carry Attitude products because of Toy Hauler Liquidators going out of business.

KUEHNE-SULLIS stated that in early March of 2017, **KUEHNE** called Eclipse and spoke with Sales Manager Kevin Flores about RV's 4 Less carrying and selling Attitude Toy Haulers. **KUEHNE-SULLIS** stated after **KUEHNE** spoke with Flores, she had most of the contact with Eclipse representatives from that point forward. **KUEHNE-SULLIS** stated that on 3/3/17, Flores e-mailed her a blank dealer agreement for her to fill out and send back to Flores. **KUEHNE-SULLIS** stated Flores sent her the agreement so RV's 4 Less could be a franchisee for Eclipse products. **KUEHNE-SULLIS** had the RV's 4 Less Controller, Scott, complete the dealer agreement and **KUEHNE-SULLIS** reviewed and signed the agreement. **KUEHNE-SULLIS** stated that **KUEHNE** may have reviewed the agreement briefly, but did not remember. **KUEHNE-SULLIS** stated that she e-mailed the signed agreement back to Flores within a week of receiving it. **KUEHNE-SULLIS** stated that after she sent Flores the agreement, she believed that RV's 4 Less was an authorized dealer for the Attitude brand. I asked **KUEHNE-SULLIS** which party was supposed to fill out the Annual Purchase Objectives, Authorized Eclipse Product Lines and Territory on the agreement. **KUEHNE-SULLIS** stated that Eclipse was supposed to complete that portion of the agreement. I asked **KUEHNE-SULLIS** why RV's 4 Less did not ask for a signed copy of the agreement back from Eclipse. **KUEHNE-SULLIS** stated that it was not part of their procedure to ask for a copy of the agreement and she believed that it was not necessary. I asked **KUEHNE-SULLIS** if she was aware that both parties must sign the agreement in order to conduct business and she stated she did not know at that time.

KUEHNE-SULLIS stated that once the agreement was sent to Flores, Christian King was designated as their sales representative from Eclipse. **KUEHNE-SULLIS** stated that she and King proceeded to e-mail each other about RV's 4 Less purchasing Attitude products from Eclipse. **KUEHNE-SULLIS** stated that a couple of weeks after the agreement was sent to Flores, King went to the RV's 4 Less dealership. **KUEHNE-SULLIS** stated that

King inspected the dealership and stated he was their assigned sales representative. **KUEHNE-SULLIS** stated King provided RV's 4 Less marketing material. I asked **KUEHNE-SULLIS** about the marketing material and she stated it was Attitude Toy Hauler pamphlets to give to customers. **KUEHNE-SULLIS** stated that she wanted to order Attitude recreational vehicles as soon as possible from Eclipse, but King advised her that orders were ninety days out. King told **KUEHNE-SULLIS** that he would look for any open order vehicles that had not been sold and would sell them to RV's 4 Less. **KUEHNE-SULLIS** reported that she did not remember how many units King sold to RV's 4 Less.

KUEHNE-SULLIS stated that sometime thereafter, she was advised by Carlos Cardona that King was no longer their Eclipse sales representative and that Cardona would be their sales representative from that point forward. **KUEHNE-SULLIS** reported that she began corresponding with Cardona about purchasing new recreational vehicles. **KUEHNE-SULLIS** stated that she did not remember how many recreational vehicles Cardona sold to RV's 4 Less. **KUEHNE-SULLIS** stated that between March and August of 2017, a total of five new Eclipse recreational vehicles were sold to RV's 4 Less by either Cardona or King. I asked **KUEHNE-SULLIS** how the five recreational vehicles were paid for and **KUEHNE-SULLIS** stated they were purchased through the finance company listed on the invoices. I asked **KUEHNE-SULLIS** how many recreational vehicles were delivered to RV's 4 Less by Eclipse and she stated the five they purchased. **KUEHNE-SULLIS** stated that RV's 4 Less also put orders in for over thirty new Attitude recreational vehicles with Eclipse, but the vehicles were never built and/or never sold to RV's 4 Less.

I showed **KUEHNE-SULLIS** five Eclipse Recreational Vehicles Inc. invoices, each with VIN's ending with 5737, 5855, 5578, 5856 and 5723. **KUEHNE-SULLIS** stated that those may have been the five new recreational vehicles Eclipse sold to RV's 4 Less, but she would have to check her records. **KUEHNE-SULLIS** stated she would provide me with actual invoices and sales contracts for the new Eclipse recreational vehicles RV's 4 Less sold to retail consumers. I asked **KUEHNE-SULLIS** how many recreational vehicles did RV's 4 Less receive from Eclipse and **KUEHNE-SULLIS** stated five. **KUEHNE-SULLIS** stated that RV's 4 Less sold all five of the new recreational vehicles they received from Eclipse to retail consumers.

I asked **KUEHNE-SULLIS** if RV's 4 Less conducted any warranty work for any Eclipse products and she stated they did. **KUEHNE-SULLIS** stated that RV's 4 Less was an authorized warranty repair dealer. **KUEHNE-SULLIS** reported that RV's 4 Less conducted Eclipse authorized warranty repair work for Eclipse products and was paid by Eclipse. I asked **KUEHNE-SULLIS** if any Eclipse representative spoke with her about the five new recreational vehicles they purchased being used as rentals and she stated no. I asked **KUEHNE-SULLIS** if anyone from Eclipse ever discussed RV's 4 Less being on a franchisee trial period with Eclipse and she stated no. **KUEHNE-SULLIS** stated as far as she knew and based on the actions of Eclipse, RV's 4 Less was an authorized Eclipse dealer.

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KUEHNE-SULLIS stated that in August of 2017, she found out that Best RV, also in the City of Madera, was carrying Attitude recreational vehicles. Both **KUEHNE-SULLIS** and **KUEHNE** called Eclipse to dispute the territory issue with Best RV. Ultimately, **KUEHNE-SULLIS** and **KUEHNE** were advised that RV's 4 Less did not have a territory and would no longer carry any Eclipse products.

Statement of Daniel KUEHNE

KUEHNE told me the following: **KUEHNE** stated he was one of the owners of RV's 4 Less. **KUEHNE** stated in early 2017, he found out that Toy Hauler Liquidators in Fresno was going out of business and they carried the Eclipse recreational vehicle trailer brand, Attitude. **KUEHNE** stated he wanted to carry Attitude products at his dealership and saw the opportunity to carry Attitude products because Toy Hauler Liquidators no longer had the Fresno/Madera territory. **KUEHNE** stated he called Eclipse and spoke with Sales Manager Kevin Flores about RV's 4 Less being a franchisee of Attitude products. **KUEHNE** stated Flores wanted RV's 4 Less to be an authorized Eclipse dealer.

KUEHNE stated he had Flores e-mail **KUEHNE-SULLIS** the Dealer-Eclipse Sales and Service Agreement and wanted to start selling new Attitude recreational vehicles as soon as possible. **KUEHNE** stated he did not remember if he looked over the franchise agreement, but trusted his daughter, **KUEHNE-SULLIS**, with that part of the business. I asked **KUEHNE** why he or **KUEHNE-SULLIS** did not ask for a signed copy of the agreement and he stated it was not their procedure at the time. **KUEHNE** stated he had been in the RV business for over thirty years and manufacturers and dealers did not have any contracts; they only had verbal agreements. I asked **KUEHNE** if he knew both the dealer and manufacturer had to sign a written recreational vehicle franchise before they conducted business and he stated at the time, he did not.

KUEHNE stated a few weeks after **KUEHNE-SULLIS** submitted the Dealer-Eclipse Sales and Service Agreement to Eclipse, Christian King came to the RV's 4 Less dealership to inspect the dealership. **KUEHNE** stated King reported that he was their assigned sales representative and gave RV's 4 Less Attitude pamphlets to give to prospective customers. **KUEHNE** stated based on everything Eclipse did up to that point, he believed RV's 4 Less was an authorized dealer of Eclipse products. **KUEHNE** stated that **KUEHNE-SULLIS** did most of the contacting and negotiating with purchasing Attitude products. I asked **KUEHNE** how many new recreational vehicles RV's 4 Less purchased from Eclipse and he stated five. I showed **KUEHNE** the five invoices and he stated as far as he knew, those were the five recreational vehicles sold to RV's 4 Less by Eclipse. I asked **KUEHNE** how many recreational vehicles were shipped and received from Eclipse to RV's 4 Less and he stated five. I asked **KUEHNE** how many new Eclipse recreational vehicles did RV's 4 Less sell to consumers and he stated five. **KUEHNE** stated that he sold four out of five of them within ninety days. I asked **KUEHNE** if any of the five Attitude recreational vehicles were to be used as rentals and he stated no. I asked **KUEHNE** if he thought RV's 4 Less was on a trial period with Eclipse and he said no.

KUEHNE stated in August of 2017, he found out that Best RV in Madera was selling Attitude Toy Haulers. **KUEHNE** stated he called Eclipse about Best RV selling Attitude products in Madera. **KUEHNE** stated based on the conversation he had with Eclipse, he was informed RV's 4 Less did not have a territory and would no longer carry any Eclipse products.

On 4/6/20, I contacted Eclipse and spoke with Joanne Trealoff, the wife of Dallen **TREALOFF**. Joanne advised me that she was an owner of Eclipse and any contact with Eclipse needed to be conducted through their attorney, Mark Baute. I contacted Baute and attempted to schedule phone interviews with **TREALOFF**, King, Cardona, and Flores. Baute advised me no interviews could be conducted due to pending litigation, as well as constraints caused by the COVID-19 shelter-in-place order.

Due to interviews not be conducted with Eclipse, the depositions provided by the NMVB are being used in lieu of for **TREALOFF**, Flores, King, and Cardona. I reviewed and summarized the sworn statements provided during the depositions as it pertains to this investigation.

Testimony of Dallen TREALOFF

The following is a summary of the sworn testimony **TREALOFF** provided during a deposition on 5/24/19.

TREALOFF testified that he was the owner of Eclipse. **TREALOFF** testified that Kevin Flores was the Sales Manager at Eclipse. **TREALOFF** testified that in order for a dealer to be a franchisee of Eclipse products, Flores would present a completed agreement for the dealer. **TREALOFF** testified he would then sign off on the agreement based upon market conditions and dealer territory. **TREALOFF** testified once he signed off on the contract agreement, the agreement would be sent back to the dealer for their records. **TREALOFF** testified the terms of the agreement would be negotiated by the salesman working with the dealer. **TREALOFF** testified that as far as he knew, every dealership that sold new Eclipse products had a signed agreement with Eclipse.

TREALOFF testified that RV's 4 Less was not a franchisee of Eclipse, as he never signed an agreement with RV's 4 Less. **TREALOFF** testified that Eclipse sold RV's 4 Less four vehicles. **TREALOFF** testified that as far as he knew, the four vehicles sold to RV's 4 Less were to be used as rentals. **TREALOFF** testified that any sales conducted with a dealer without an agreement were his salesmen doing their job of selling vehicles. **TREALOFF** testified that no other dealership in California that sold Eclipse products was on a franchisee trial period.

Testimony of Kevin Flores

The following is a summary of the sworn testimony Flores provided during a deposition on 5/23/19.

Flores testified that he was the Sales Manager at Eclipse. Flores testified in early 2017, he spoke with **KUEHNE** about RV's 4 Less possibly carrying Attitude vehicles. Flores testified that he sent the agreement to **KUEHNE-SULLIS** through e-mail. The purpose of Flores sending the agreement was to get a snapshot of RV's 4 Less business to determine if they could possibly be an Eclipse dealer. Flores testified that he received the dealer agreement back; however, it was incomplete. The agreement did not have Product, Inventory, Territory and Purchase Objectives completed. Flores testified he told Christian King to obtain the correct information on the dealer agreement from RV's 4 Less. Flores testified that the incomplete application sat on his desk. Flores testified that RV's 4 Less was not considered an Eclipse dealer because of the incomplete application. Flores testified if a dealership was to become an Eclipse dealer, he would submit the dealer agreement to **TREALOFF**, who would then determine if a dealership would be a franchisee.

Flores testified Eclipse sold RV's 4 Less four new recreational vehicles as rental units. Flores testified that he did not remember if he spoke with **KUEHNE** or **KUEHNE-SULLIS** about RV's 4 Less being sold vehicles for their rental business only. Flores testified he saw on the RV's 4 Less website that RV's 4 Less rented trailers. Flores testified that he did not tell anyone at RV's 4 Less that they were on a trial period.

Testimony of Carlos Cardona

The following is a summary of the sworn testimony of Carlos Cardona provided during a deposition on 5/23/19.

Cardona testified that he was a salesman for Eclipse. Cardona testified he started as a salesman in May of 2017. Cardona testified part of his duties was to maintain dealer accounts and process orders from dealers. Cardona testified that he received the RV's 4 Less account in late May or early June of 2017. Cardona testified when he received the account, he went to visit the RV's 4 Less dealership in Madera, CA. Cardona stated the purpose of his visit was to assess the dealer, develop a relationship with **KUEHNE** and **KUEHNE-SULLIS**, and acquire orders. Cardona testified he communicated with **KUEHNE** and **KUEHNE-SULLIS** while he was assigned to RV's 4 Less.

Cardona testified that Eclipse did place prospective dealers on a trial period to determine if they would be a suitable Eclipse dealer. Cardona testified he sold and delivered four recreational vehicles to RV's 4 Less. Cardona testified in August of 2017, he had a phone conversation with **KUEHNE** and **KUEHNE-SULLIS** about territory. **KUEHNE** and **KUEHNE-SULLIS** were complaining to Cardona that Best RV was selling Attitude trailers in their territory. Cardona testified **KUEHNE** was angry and verbally abusive

during the phone call. Cardona testified the result of the conversation ended with **KUEHNE** threatening to sue Eclipse.

Testimony of Christian King

The following is a summary of the sworn testimony of Christian King provided during a deposition on 5/24/19.

King testified he was a sales representative for Eclipse. King testified he visited RV's 4 Less when he was prospecting the dealership. King testified that he was in contact with **KUEHNE-SULLIS** about RV's 4 Less becoming an Eclipse dealer. King testified he received the dealer agreement from **KUEHNE-SULLIS** and put the agreement on Flores' desk. King testified he did not follow up with the agreement with Flores.

King testified that RV's 4 Less was not an Eclipse dealer because the dealer agreement was not ever completed. King testified that a non-Eclipse franchisee could not be sold a vehicle by Eclipse. King testified the only exception would be if a dealer was purchasing a new vehicle to be used as a rental or for personal use. King testified he only knew of one vehicle being sold to RV's 4 Less. King testified whatever he sold to RV's 4 Less was for their rental fleet or for personal use. King testified that his job was to sell and he would sell vehicles to dealers if it was for their rental fleet or for personal use. King testified that Eclipse does not offer trial periods for dealers. King testified in May of 2017, the RV's 4 Less account was transferred from him to Cardona.

On 4/30/20, **KUEHNE-SULLIS** provided me with five Eclipse invoices (**Evidence 4**), three U.S. Motor Carrier Short Bills of Lading and two Eclipse delivery invoices (**Evidence 5**), and five Certificates of Origin for a Vehicle for the five new recreational vehicles Eclipse sold to RV's 4 Less (**Evidence 6**). **KUEHNE-SULLIS** also provided me with the five Retail Installment Sale Contracts used in the sale of the five new recreational vehicles sold to retail consumers (**Evidence 7**). I noticed the invoices I obtained from the NMVB administrative record were not the same invoices **KUEHNE-SULLIS** provided me. I noticed the invoices I obtained from **KUEHNE-SULLIS** appeared to be more complete with more information listed on the invoices. The VIN's for the five vehicles were 5LZBE323XJR015737, 5LZBE2722JR015578, 5LZBE2321JR015626, 5LZBE3230JR015164, and 5LZBE1928JR015723. All of the invoices listed GE Financial as the flooring company, except for the invoice for VIN 5LZBE3230JR015164, which listed Northpoint Financial as the flooring company.

All of the Certificates of Origin for a Vehicle provided by **KUEHNE-SULLIS** listed Eclipse as the manufacturer and RV's 4 Less as the dealer to whom ownership was transferred to. According to the Certificates of Origin, ownership was transferred from Eclipse to RV's 4 Less on the following dates for the corresponding VIN's: 5LZBE3230JR015164 was transferred on 4/20/17; 5LZBE2722JR015578 was transferred on 6/30/17; 5LZBE2321JR015626 was transferred on 7/12/17; 5LZBE1928JR015723 was transferred on 8/3/17 and 5LZBE323XJR015737 was transferred on 8/4/17.

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The U.S. Motor Carrier Short Bills of Lading and the Eclipse delivery invoices listed delivery dates of the Eclipse recreational vehicles to RV's 4 Less. The following are the delivery dates for the corresponding VIN's: 5LZBE3230JR015164 was delivered on 4/25/17; 5LZBE2722JR015578 was delivered on 6/30/17; 5LZBE2321JR015626 was delivered on 7/13/17; 5LZBE323XJR015737 was delivered on 8/4/17 and 5LZBE1928JR015723 was delivered on 8/4/17.

According to the Retail Installment Sale Contracts, the five new Eclipse recreational vehicles were sold by RV's 4 Less between the dates of August of 2017 and May of 2018. I conducted a DMV registration inquiry of the five recreational vehicles that were sold by RV's 4 Less to retail consumers. The inquiry confirmed that RV's 4 Less was the seller of VIN's 5LZBE1928JR015723, 5LZBE3230JR015164, 5LZBE2321JR015626 and 5LZBE2722JR015578 (**Evidence 8**). There was no record of VIN 5LZBE323XJR015737 ever being registered in California. According to the Retail Installment Sale Contract, VIN 5LZBE323XJR015737 was sold to a buyer who resided in Arizona.

I followed up with **KUEHNE-SULLIS** and she confirmed that the five new recreational vehicles sold to RV's 4 Less by Eclipse were documented on the five invoices she provided me. **KUEHNE-SULLIS** confirmed the flooring companies listed on the invoices had financed the recreational vehicles and paid Eclipse. **KUEHNE-SULLIS** reported that RV's 4 Less received the five new recreational vehicles from Eclipse and those five new recreational vehicles were sold to consumers by RV's 4 Less.

FINDINGS OF INVESTIGATION:

Although RV's 4 Less filled out, signed, and submitted the Dealer-Eclipse Sales and Service Agreement to Eclipse, it is unknown why Eclipse failed to return the completed agreement and application to RV's 4 Less. Subsequent to RV's 4 Less submitting the agreement to Eclipse, sales representatives with Eclipse proceeded to engage in business with RV's 4 Less and sold RV's 4 Less a total of five new recreational vehicles. Through sworn testimony, Eclipse contends the recreational vehicles sold to Eclipse were rentals; however, there is no documentation or evidence to support this. Additionally, there is no documentation to support RV's 4 Less was placed on a franchisee trial period with Eclipse.

Eclipse failed to provide RV's 4 Less with a Recreational Vehicle Franchise Agreement signed by both RV's 4 Less and Eclipse. Eclipse sold five new recreational vehicles to RV's 4 Less between April of 2017 to August of 2017, without a signed Recreational Vehicle Franchise Agreement signed by both RV's 4 Less and Eclipse. Eclipse delivered five new recreational vehicles to RV's 4 Less between April of 2017 to August of 2017, without a Recreational Vehicle Franchise Agreement signed by both RV's 4 Less and Eclipse.

RV's 4 Less received five new recreational vehicles from Eclipse between April of 2017 to August of 2017, without a Recreational Vehicle Franchise Agreement signed by both RV's 4 Less and Eclipse. RV's 4 Less sold five new Eclipse vehicles to consumers between August of 2017 and

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May of 2018, without a Recreational Vehicle Franchise Agreement signed by both RV's 4 Less and Eclipse.

As a result of the investigation, on 5/21/20, both RV's 4 Less (**Attachment 2**) and Eclipse (**Attachment 3**) were mailed warning letters via certified mail for the below violations.

EVIDENCE

- #1:** Eclipse Recreational Dealer Agreement
- #2:** Five Eclipse invoices from the administrative record
- #3:** E-mails between Kevin Flores and Danielle **KUEHNE-SULLIS**
- #4:** Five Eclipse invoices obtained from **KUEHNE-SULLIS**
- #5:** Three Bills of Lading and two Eclipse delivery invoices
- #6:** Five Certificates of Origin
- #7:** Five Retail Installment Sale Contracts
- #8:** Four DMV REG 397 forms for recreational vehicles sold by RV's 4 Less

ATTACHMENTS

- #1:** NMVB memo for request for investigation
- #2:** RV's 4 Less Warning Letter
- #3:** Eclipse Warning Letter

DISPOSITION:

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(b), sell new recreational vehicle without written recreational vehicle franchise, by selling a new Eclipse vehicle on 8/29/17 to a consumer.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(b), sell new recreational vehicle without written recreational vehicle franchise, by selling a new Eclipse vehicle on 8/29/17 to a consumer.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section VC 11713.23(b), sell new recreational vehicle without written recreational vehicle franchise, by selling a new Eclipse vehicle on 9/16/17 to a consumer.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(b), sell new recreational vehicle without written recreational vehicle franchise, by selling a new Eclipse vehicle on 9/19/17 to a consumer.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(b), sell new recreational vehicle without written recreational vehicle franchise, by selling a new Eclipse vehicle on 5/17/18 to a consumer.

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RV'S 4 LESS, INC.

ECLIPSE RECREATIONAL VEHICLES, INC.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(c)(2), receive new recreational vehicle without written recreation vehicle agreement, by receiving a new vehicle from Eclipse 4/25/17.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(c)(2), receive new recreational vehicle without written recreation vehicle agreement, by receiving a new vehicle from Eclipse 6/30/17.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(c)(2), receive new recreational vehicle without written recreational vehicle agreement, by receiving a new vehicle from Eclipse 7/13/17.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(c)(2), receive new recreational vehicle without written recreation vehicle agreement, by receiving a new vehicle from Eclipse 8/4/17.

KUEHNE-SULLIS/KUEHNE violated Vehicle Code Section 11713.23(c)(2), receive new recreational vehicle without written recreation vehicle agreement, by receiving a new vehicle from Eclipse 8/4/17.

TREALOFF violated Vehicle Code Section 11713.23(a), manufacturer sell new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 4/20/17.

TREALOFF violated Vehicle Code Section 11713.23(a), manufacturer sell new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 6/30/17.

TREALOFF violated Vehicle Code Section 11713.23(a), manufacturer sell new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 7/12/17.

TREALOFF violated Vehicle Code Section 11713.23(a), manufacturer sell new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 8/3/17.

TREALOFF violated Vehicle Code Section 11713.23(a), manufacturer sell new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 8/4/17.

TREALOFF violated Vehicle Code Section 11713.23(c)(1), manufacturer ship new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 4/25/17.

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RV'S 4 LESS, INC.

ECLIPSE RECREATIONAL VEHICLES, INC.

TREALOFF violated Vehicle Code Section 11713.23(c)(1), manufacturer ship new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 6/30/17.

TREALOFF violated Vehicle Code Section 11713.23(c)(1), manufacturer ship new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 7/13/17.

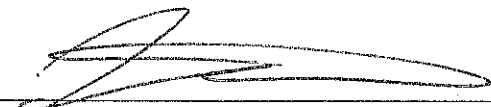
TREALOFF violated Vehicle Code Section 11713.23(c)(1), manufacturer ship new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 8/4/17.

TREALOFF violated Vehicle Code Section 11713.23(c)(1), manufacturer ship new recreational vehicle without a written recreational franchise agreement, by selling a new vehicle to RV's 4 Less 8/4/17.

TREALOFF violated Vehicle Code Section 11713.22(a), manufacturer fail to provide dealer with written recreational franchise agreement, by failing to provide RV's 4 Less with a signed recreational franchise agreement 4/20/17.


RECOMMENDATIONS:

A copy of this report and all evidence is being submitted to the New Motor Vehicle Board for review.



Jafed Verdialez Badge #616
Investigator

5/21/20
Date



Adam Jimenez Badge #580
Sergeant

5/21/2020
Date

Department of Motor Vehicles, Investigation Division

Case Number: 20C1L07542

RV'S 4 LESS, INC.

ECLIPSE RECREATIONAL VEHICLES, INC.

WITNESS LIST:

1. Jared Verdialez, Investigator #616
California Department of Motor Vehicles
Investigations Division
2510 S. East Avenue, Ste. 100B
Fresno, CA 93706
(559) 488-4024

Can testify to the conduct of the investigation, the statements of **KUEHNE-SULLIS** and **KUEHNE**, and the gathering of evidence.

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 1

**Eclipse Recreational Dealer Agreement only signed by
RV's 4 Less**



Dealer-Eclipse Sales and Service Agreement

This agreement is made and entered by and between Eclipse rv company, herein the "Eclipse", whose principal place of business is 3016 Kansas Ave # 14, Riverside California 92507, Which is in the Business of manufacturing recreational vehicles and selling through independent retail dealerships and:

Name: RVS-4-LESS, Inc DBA:
 Address: 14334 Hwy 41 Phone: 559-822-7848
 City: Madera State: CA Fax: 559-822-2478
 Zip: 93636 Retail License #: 48561 Federal ID #: 26-4758481

Herein the "Dealer", which is an independent retail merchant in the business of buying, selling and servicing recreational vehicles.

The Parties agree as follows:

Appointment

Dealer desires to purchase the products described below from Eclipse (Herein "Eclipse Product"), and agrees to abide by the Terms and Conditions of this agreement, as set forth on both sides of this document. Eclipse Product shall exclude all such products, parts, and accessories as are from time to time discontinued, changed, or replaced by Eclipse whether with or without notice to the dealer. Dealer shall be entitled to order from Eclipse and Eclipse shall endeavor to supply to dealer, subject to the provisions of this agreement, dealer's requirements of Eclipse products

Territory

Dealer shall conduct business only at the address set forth above and agrees not to open another facility for the sale of Eclipse Products without the prior written consent of Eclipse. Dealer shall be open during all normal business hours, and have facilities for the sale, repair, and service of Eclipse product. The non-exclusive territory covered by this agreement has the following geographical boundaries:

14334 Hwy 41, Madera, CA 93636, 155 central avenue site, A2853410

Herein after known as the "Territory". This agreement shall not be construed as granting an exclusive sales territory to dealer. Eclipse may also sell Eclipse product within the territory to any governmental agencies; for the purpose of advertising or publicity; and for incidental deliveries related to shows/seminars. Nothing in this agreement precludes dealer from purchasing R. V. products manufactured by others. However, if dealer adds other R. V. products to its product offering subsequent to the execution of the agreement, Eclipse reserves the right to immediately revise the territory to reflect the fact that dealer's ability to adequately penetrate this territory may be materially diluted by the addition of other competitive product

Authorized Eclipse Product Lines

Dealer Agrees to maintain in stock new vehicle inventory as set for below:

Product	Minimum Inventory	Dates Of Stocking

Dealer has no rights to order or purchase any products manufactured and marketed by Eclipse, other than the above Eclipse product(s), now or in the future unless specifically added to this agreement. The continued authorization of each Eclipse product is subject to dealer's satisfactory performance of the minimum inventory and annual purchase objectives. Dealer agrees to actively promote the sale of Eclipse product and to give full and fair representation of Eclipse product in the territory. Failure to satisfy these requirements may cause a termination of the agreement. Eclipse may discontinue or modify any Eclipse product at any time, without notice and without obligation to the dealer

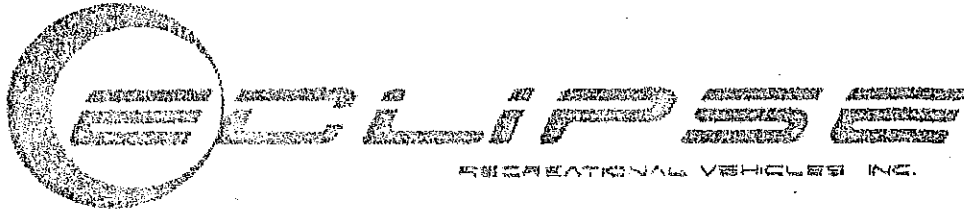
Dealer agrees to use its best efforts to achieve annual purchase objectives set forth below:

Product	Annual Purchase Objectives

Failure to achieve the annual purchase objectives is grounds for termination by Eclipse. However Eclipse may, in its discretion, make reasonable allowance for unusual economic conditions beyond the dealer's control.

Prices and Payment

The basis for computation of the dealer shall in all instances be Eclipse's wholesale list price then in effect. F.O.B. Eclipse's manufacturing facility. The Purchase Price to the dealer will also include freight, if any or delivery charges at Eclipse's standard rate then in effect. The wholesale list price may be revised by Eclipse from time to time, without notice of such revisions to be provided to the dealer. Any such price adjustment shall apply upon notification of the price change. Terms and conditions of payment for Eclipse product purchased by dealer shall be in accordance with the Eclipse dealer policy and procedure manual and such other policies as may be adopted from time to time by Eclipse.



Promotion and Advertising

Dealer agrees to actively advertise and promote the Eclipse product and it represent Eclipse product at shows and exhibitions in the territory. Dealer agrees to advertise only in a manner that will develop customer confidence in Eclipse product and will not use any advertising that misleads or deceives the public. Dealer also agrees to abide by, and be subject to, the terms of the Eclipse advertising policy, as amended from time to time, issued on May 6, 2008, a copy of which has been provided to the dealer. Upon request from Eclipse, Dealer will discontinue any advertising or promoting which the Eclipse reasonably believes may be injurious to Eclipse's reputation or to the public.

Term

This agreement shall be in effect from the date hereof, and shall automatically renew on the anniversary date of each year of this agreement, unless terminated earlier in accordance with the terms of this agreement. In the event that the parties have any business dealings with each other after termination of this agreement, the business dealings shall not be considered a renewal of this agreement or a waiver of such termination. Any such transactions shall be governed by the terms set forth in this agreement unless the parties execute a new agreement for the post-termination business dealings.

IN WITNESS WHEREOF, Eclipse and dealer have signed this agreement as of the date below. The parties will be bound by the terms set forth above on the first page of this agreement and the additional terms and conditions set forth below.

By _____ Title _____ Signature _____ Date _____	Dealer: <i>Danielle Kuehnle</i>	Eclipse RV Company: By _____ Title _____ Signature _____ Date _____
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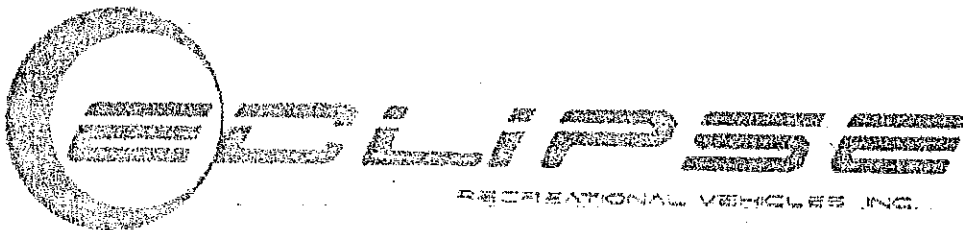
1. Warranty and Service- It is specifically acknowledged by both Eclipse and dealer that the only warranty, express or implied, on Eclipse's limited one year warranty. Dealer will provide to any owner of a Eclipse product timely and courteous warranty and repair service, whether or not it was purchased from dealer. Dealer shall perform all service in a good and workmanlike manner in compliance with the Eclipse customer service policy and procedure manual. Dealer will maintain adequate facilities, appropriately staffed and equipped with the tools, equipment and parts necessary to assure the competent, efficient servicing and repair of Eclipse product whether in or beyond applicable warranty period. Dealer shall submit claims to Eclipse for reimbursement for the labor and parts used in performing warranty work. Dealer shall maintain adequate records and documents supporting such claims in accordance with the Eclipse parts and service policy and procedure manual.

2. Product Display- In order to insure that the retail customer receives Eclipse product in the best possible condition. The dealer must insure that units in inventory are properly protected prior to sale. Damage caused by improper storage or display is considered dealer negligence and will not be considered for warranty adjustments or reimbursement. Units must be stored and displayed in order to prevent any type of damage. The dealer must, as part of regular lot maintenance, inspect all roof and body and window seams and sealants on a regular basis and re-seal as necessary if the unit has been in inventory for more than 90 days

3. Termination- Subject to the criteria set forth in this section, the provisions of this agreement, and applicable state laws, Eclipse shall have the right to cancel this agreement upon prior written notice (as Required by law) before the effective date of such termination, upon the happening of any or more of the following events: (a) Dealer fails to perform any of the covenants and conditions set forth in herein ; (b) Dealer fails to make payment for any Eclipse product in such a manner as prescribed by Eclipse dealer policy and procedure manual or in accordance to Eclipse policy; (c) Dealer refuses delivery of bona fide orders placed with Eclipse by the dealer (d) Dealer shall cease to function as a going concern ; (e) If dealer is required to obtain a license for the performance of any obligation under or in connection with this agreement in any state or jurisdiction where this agreement is to be performed and if dealer shall fail to secure or maintain such licenses or renewals thereof, or if such license shall be suspended or revoked, regardless of the cause or reason therefore; (f) Any submission by dealer to Eclipse or false or fraudulent application, or claims or statements in support thereof, for reimbursement for warranty, and/or service adjustments pursuant to the Eclipse service agreement performed by dealer for parts compensation or for any other discount allowance refund credit under any other Eclipse program, false or deceptive advertising by Dealer, or misuse or unauthorized use of trade names and trademarks of Eclipse; (g) Dealer assigns or attempts to assign this agreement without Eclipse's prior written consent; (h) Dealer opens up, maintains, or operates a place of business or office of any type for the sale or service of Eclipse product at a location described above without Eclipse's written consent ; (i) Dealer fails to comply with the terms and conditions of the Eclipse customer service policy and procedure manual ; (j) If the dealer's flooring institution demands the repurchase of Eclipse product for any reason whatsoever (in such and event, the dealer will: (i) return to Eclipse at dealers cost, the units in the same condition as delivered to the dealer, (ii) Remit to Eclipse all rebates, freight charges, and any other cost associated with the repurchase, (iii) Endorse to Eclipse, free and clear of all liens and encumbrances, all MSO's and applicable documents in order to transfer ownership to Eclipse); or, (iv) Dealer becomes insolvent and/or files or is forced into a bankruptcy proceeding.

Dealer has the right to protest a termination to the California Motor Vehicle Board in accordance with the requirements of California law; however, if the dealer fails to timely protest, the protest rights shall be waived and the relationship shall terminate as provided in the written notice from Eclipse to dealer.

4. Liability Insurance- Dealer shall purchase and maintain a comprehensive general liability insurance policy and garage liability policy each with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 as an aggregate limit with Eclipse as an additional insured on such policies . Such insurance shall be provided by an insurance company acceptable to Eclipse and licensed to do business in the state where dealer is located. The insurance policies shall include, by endorsement if necessary, thirty (30) days prior written notice to Eclipse of cancellations, material changes, or reduction of coverage. Dealer shall provide Eclipse with a certificate evidencing the insurance set forth in this section.



5. Indemnity- Eclipse shall indemnify, defend, and hold harmless dealer, its officers directors, agents, employees, and assignees, from and against all claims, actions, damages, liabilities, obligations, and costs (including attorney's fees) arising out of or relating to: (1) bodily injury, death, disease, or sickness to persons or damage to property claimed to have been caused by an actual or alleged defect in design, manufacture, or assembly of any Eclipse product that could not have been detected by dealer by a reasonable pre-delivery inspection thereof pursuant to an inspection program specified by Eclipse; and (2) failure of any Eclipse product, or any standard equipment or material component thereof, to conform to written notice from Eclipse to dealer prior to the date of the delivery of the Eclipse Product to such customer. Dealer shall indemnify, defend and hold harmless Eclipse, its officers, directors, agents, employees, and assignees, from and against all claims, actions, damages, liabilities, obligations, and costs (including attorney's fees) arising out of or relating to: (1) Dealers actual or alleged possession, repair, maintenance, operation, or use of Eclipse product, whether or not required of dealer under this agreement or otherwise; (2) Dealers actual or alleged breach of contract, agreement, statutory or regulatory requirement or other obligations between dealer and its customer; and (3) Dealers actual or alleged statements, representations, warranties (other than those warranties provided by Eclipse) or alleged unfair or deceptive acts or practices with respect to any of the Eclipse product or dealer's customers. Eclipse and dealer agree to cooperate fully with one another in the defense of any claim presented or litigation initiated by a customer involving Eclipse product sold or serviced by dealer. Neither Eclipse nor dealer shall be responsible under any circumstances for any punitive damages or statutory penalties assessed against the other. This section shall survive the expiration or termination of this agreement.

6. Dealer obligations- Dealer acknowledges that it may purchase parts from Eclipse on account in accordance with the Eclipse customer service policy and procedure manual. Dealer further acknowledges that it may incur other obligations to Eclipse during the course of the relationship. If, for example, Eclipse incurs any costs and expenses as a result of a bank demanded repurchase, Dealer agrees to reimburse Eclipse for any such costs and expenses incurred. Dealer will pay for all amounts due from dealer to Eclipse, however incurred, in accordance with the terms indicated on any invoice or as otherwise determined by Eclipse. Dealer acknowledges and agrees that Eclipse has a right to set-off against any and all amounts which may be due to Eclipse from time to time including, without limitation, all amounts due for warranty claims submitted by dealer. Eclipse reserves the right to revoke any credit terms, extensions of credit, or to place a dealer on hold and refuse to honor parts orders in the event a dealer is past due or owes any amounts to Eclipse for any reason whatsoever. Dealer agrees to pay a service charge on all account balances and any outstanding to Eclipse Delinquent over thirty (30) days at the rate of 13% per annum. In the event it becomes necessary for Eclipse to employ a legal counsel to collect any amounts due. Dealer agrees to pay all attorneys' fees, court costs, and other expenses incurred by Eclipse to collect the same.

7. Transfer of ownership- Dealer agrees that its ownership and/or its business assets shall not be transferred (by sale of the business assets, stock transfer, or otherwise) except for transfers not affecting a change in majority control or interest, without the prior written consent of Eclipse, which consent shall not be unreasonably withheld. Dealer agrees that it will provide Eclipse with at least thirty (30) days advance written notice of the proposed transaction and sufficient details of the proposed transaction to enable Eclipse to review and determine whether it will issue its approval of the proposed transaction. In the event of a sale of stock, sale of business assets, or a change in controlling interest of dealer, Eclipse may, at its sole discretion, terminate this agreement upon written notice to dealer not less than thirty (30) days in advance of the effective date of termination. In the event that dealer does not provide advance written notice and details as to the proposed transaction, Eclipse reserves the right to terminate this agreement effective as of the date that dealer attempts to complete the sale, transfer or above-described disposition. Notwithstanding the above two sentences of this section 7, Dealer may transfer or sell the ownership of the dealership (by sale of the business assets, stock transfer, or otherwise), or change executive management of the dealership, so long as such transfer, sale, or change is to a member of dealer's immediate family who shall be bound by this agreement.

8. General Provisions- This agreement shall be governed, construed and interpreted in accordance with the laws of the State of California. Any modification or waiver of any provision of this agreement shall be binding if evidenced in writing and signed by Eclipse and by dealer. This agreement is the entire agreement between the parties. Each party to this agreement acknowledges that no other agreement, statement or promise not contained in the agreement or referenced herein shall be binding unless executed in writing by dealer and Eclipse. No waiver of any of the provisions of the agreement shall be deemed to constitute a waiver of any other provisions, nor shall any waiver. This agreement does not create the relationship of principal and agent between Eclipse and dealer and under no circumstances is either party the agent of the other.

Eclipse Recreational Vehicles, Inc.

Eclipse RV

3016 Kansas Ave.
Bldg. 14
Riverside, Ca. 92507
Phone-951-684-6868
Fax-951-684-4364

Dealer No:

Date: 3-10-17

Make:

Legal Name: RVS-4-LESS, Inc
Dealership: RVS-4-LESS
Address: 14334 Hwy 41

Ship To: SAME Address
Address:

City: Madras
State: CA Zip: 97636
Telephone: 559-822-7848
Fax: 559-822-2478
EMail: Danielle.K@rvs4lessca.com
Branch Lots:

City:
State: Zip:
Number of Years in
Number of Years in RV 35

- 1.
- 2.

President - Dan Kuehne
Vice President - Dan Kuehne
Secretary - Dan Kuehne
Sales Manager - Danielle Kuehne

State Tax Number: 274-1101

State Dealers License 48561

Name of Product	Units Purchased Annually	Annual Sales
-----------------	--------------------------	--------------

Number of Units on Initial

Approximate Annual Units to be Purchased:

MODELS:

Service - YES

Number of Service Technicians: 4

Labor Rate: \$125.00

Additional Information considered to be valuable in reviewing this

Banking Information

Primary Flooring:

Company: TCF
Address: 1475 East Woodfield Road
City: Schaumburg Suite 1100
State: IL Zip: 60173
Contact: Judy Coughlin
Phone: 847-330-5431
Line Amount: \$750,000

Secondary Flooring:

Company: Northpoint Commercial Finance
Address: 11675 Rainwater Drive Suite 450
City: Alpharetta
State: GA Zip: 30009
Contact: Dave Sapienza
Phone: 678-619-3850
\$200,000 Line Amount: \$0

Business Banking Information:

Bank: Bank of America
Branch: Riverpark
Address: 7837 N Blackstone Ave
City: Fresno
State: CA Zip: 93720

Contact:
Phone: 559-916-8046
Account #: 001177593303

* Please advise your bank contact we will call for a credit reference. All information is held confidential.

* The approval of this application is subject to verification and review of credit and marketing information by Eclipse Recreational Vehicles, Inc.

* If your account is established as C.O.D. (non certified), then a financial statement must be included.

Dealer Signature:

David

Dealer Title: President

Date: 3-10-17

===== OFFICE USE ONLY =====

Approved

Rep.: Kevin Flores 21

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Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 2

Five Eclipse invoices from the administrative record

Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
TCF Inventory Finance

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE
No.:

0

Approval:

Date: 4/8/2017 9:37:13 AM

25558

S RVS 4 Less
OT 14334 Hwy 41
LO Madera, CA 93636
D

S RVS 4 Less
HT 14334 Hwy 41
IO Madera, CA 93636
P

Phone No.: (559) 822-7848

CUR ORDER NO.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER NO.	DELIVERY DATE	TERMS	ZONE	STATE
25558	3/31/2017		28	256		Flooring		CA
STOCK No.	VEHICLE IDENTIFICATION No.		SHIPPING COMMENTS					
ATT27SA	15578							
MODEL No.	MODEL DESCRIPTION		DEALER PRICE					
ATT27SA			\$26,820.00					
Zinc	CHASSIS DESCRIPTION							

OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE	
5010	MAP Pricing (\$)	1	\$0.00	\$0.00
5030	RVA Tag	1	\$98.00	\$98.00
3004	Platinum Birch Wood	1	\$0.00	\$0.00
4203	Graphics: GREY	1	\$0.00	\$0.00
4015	Aluminum Wheels - Deluxe 15" Black	1	\$175.00	\$175.00
4134	Black Aluminum Fender Skirts	1	\$100.00	\$100.00
2024	Generator - 4.0K Onan w/Transfer Switch	1	\$2,665.00	\$2,665.00
3180	Living Room Slideout - Roadside	1	\$1,200.00	\$1,200.00
4008	LP - Dual 30 Lbs	1	\$60.00	\$60.00
3170	Skylight Over Shower	1	\$65.00	\$65.00
2031	Solar Panel - 160 Watt	1	\$300.00	\$300.00
4072	Performance Package	1	\$765.00	\$765.00
4066	Glass Package (Gray)	1	\$2,400.00	\$2,400.00
	VOLUME DISCOUNT		(\$4,000.00)	(\$4,000.00)
	FREIGHT		\$520.00	\$520.00
	STATE SEAL		\$0.00	\$0.00

OPTION TOTAL: \$8,026.00

RECEIVED BY:

TOTAL
AMOUNT DUE \$31,368.00

Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
TCF Inventory Finance

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE No.: **0**

Date: 4/8/2017 9:40:55 AM

Approval:

25560

S RVS 4 Less
O 14334 Hwy 41
L Madera, CA 93836
D

S RVS 4 Less
H 14334 Hwy 41
T Madera, CA 93638
I
O
P

Phone No.: (559) 822-7848

CUR ORDER NO.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
25560	3/31/2017		30	256		Flooring		CA
STOCK No.	VEHICLE IDENTIFICATION No.		SHIPPING COMMENTS					
ATT27SA	5LZBE2722JRO15855							
MODEL No.	MODEL DESCRIPTION		DEALER PRICE					
ATT27SA	Zinc		\$26,820.00					
CHASSIS DESCRIPTION								
OPTION CODE	OPTION DESCRIPTION		QTY	DEALER PRICE				
5010	MAP Pricing (\$)		1	\$0.00	\$0.00			
5030	RVIA Tag		1	\$96.00	\$96.00			
3004	Platinum Birch Wood		1	\$0.00	\$0.00			
4203	Graphics: GREY		1	\$0.00	\$0.00			
3066	Flip-Over Electric Lounge		1	\$450.00	\$450.00			
2024	Generator - 4.0K Onan w/Transfer Switch		1	\$2,665.00	\$2,665.00			
40C8	LP - Dual 30 Lbs		1	\$60.00	\$60.00			
3170	Skylight Over Shower		1	\$65.00	\$65.00			
4072	Performance Package		1	\$765.00	\$765.00			
VOLUME DISCOUNT					(\$4,000.00)	(\$4,000.00)		
FREIGHT					\$520.00	\$520.00		
STATE SEAL					\$0.00	\$0.00		

OPTION TOTAL: \$4,101.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$27,441.00
------------------	-------------



Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
TCF Inventory Finance

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92307

INVOICE
No.:

0

Date: 4/8/2017 9:42:01 AM

Approval:

25561

S RVS 4 Less
OT 14334 Hwy 41
LO Madera, CA 93836
D

S RVS 4 Less
HT 14334 Hwy 41
IO Madera, CA 93836
P

Phone No.: (559) 822-7848

ORDER No.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
25561	3/31/2017		30	256		Flooring		CA
STOCK No.		VEHICLE IDENTIFICATION No.			SHIPPING COMMENTS			
ATT27SA		5LZBE2724JR015856						
MODEL No.		MODEL DESCRIPTION			DEALER PRICE			
ATT27SA		Zinc			\$25,820.00			
CRASSIS Description								
OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE					
5010	MAP Pricing (\$)	1	\$0.00	\$0.00				
5030	RVIA Tag	1	\$96.00	\$96.00				
3004	Platinum Birch Wood	1	\$0.00	\$0.00				
4203	Graphics: GREY	1	\$0.00	\$0.00				
3066	Flip-Over Electric Lounge	1	\$450.00	\$450.00				
2024	Generator - 4.0K Onan w/Transfer Switch	1	\$2,665.00	\$2,665.00				
4008	LP - Dual 30 Lbs	1	\$60.00	\$60.00				
3170	Skylight Over Shower	1	\$65.00	\$65.00				
4072	Performance Package	1	\$765.00	\$765.00				
VOLUME DISCOUNT			(\$4,000.00)	(\$4,000.00)				
FREIGHT			\$520.00	\$520.00				
STATE SEAL			\$0.00	\$0.00				

OPTION TOTAL: \$4,101.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$27,441.00
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Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
TCF Inventory Finance

3016 Kansas Ave, Bldg. 14
Riverside, Ca.
92507

INVOICE
No.: **15737**

Date: 1/14/2017 1:23:54 PM

Approval:

24611

S RVS 4 Less
OT 14334 Hwy 41
LO Madera, CA 93636
D

S RVS 4 Less
HT 14334 Hwy 41
IO Madera, CA 93636
P

Phone No.: (559) 822-7848

OUR ORDER No.	ORDER DATE	CUSTOMER ORDER DATE	SALES MAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
24611	6/1/2017		30	256		Flooring		CA

STOCK No.	VEHICLE IDENTIFICATION No.	SHIPPING COMMENTS
ATT L32IBG	5LZBE323XJR015737	

MODEL No.	MODEL DESCRIPTION	DEALER PRICE
ATT L32IBG		\$38,445.00

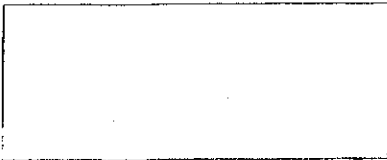
CHASSIS DESCRIPTION
Zinc

OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE
5010	MAP Pricing (\$)	1	\$0.00
5030	RVA Tag	1	\$96.00
3004	Platinum Birch Wood	1	\$0.00
2016	2nd A/C Bedroom - 13.5K BTU	1	\$475.00
4017	Aluminum Wheels - Deluxe 16"	1	\$300.00
3090	Ceiling Fan - 12V	1	\$125.00
4080	Enclosed Tanks - Heated	1	\$450.00
4084	Folding Roof Ladder	1	\$150.00
2026	Generator- 5.5K Onan w/Transfer Switch & 50 AMP	1	\$1,155.00
2052	Inverter - 1800 Watt	1	\$500.00
3180	Living Room Slideout - Roadside	1	\$1,200.00
3160	Rear Screen Wall	1	\$175.00
3118	Rear Table	1	\$100.00
2008	Refrigerator - XL Double Door	1	\$200.00
4159	Roadside Hi Raz LED Flood Lights (2)	1	\$100.00
2031	Solar Panel - 160 Watt	1	\$500.00
3182	Wardrobe Slideout	1	\$925.00
2004	Water Heater - 10 Gal DSI/Electric	1	\$85.00
	VOLUME DISCOUNT		(\$4,000.00)
	FREIGHT		\$520.00
	STATE SEAL		\$0.00

OPTION TOTAL: \$6,536.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$41,501.00
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Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
TCF Inventory Finance

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE No.: **15723**

Date: 4/18/2016 5:17:14 PM

Approval:

22622

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RVS 4 Less
14334 Hwy 41
Madera, CA 93536

S
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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

Phone No.: (559) 822-7848

OUR ORDER No.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
22622	6/1/2017		30	256		Flooring		CA
STOCK No.	VEHICLE IDENTIFICATION No.		SHIPPING COMMENTS					
ATT19FB-LE	5LZBE1928JR015723							
MODEL No.	MODEL DESCRIPTION		DEALER PRICE					
ATT19FB-LE	Zinc		\$21,190.00					
CHASSIS DESCRIPTION								
OPTION CODE	OPTION DESCRIPTION		QTY	DEALER PRICE				
5010	MAP Pricing (\$)		1	\$0.00				
5030	RVIA Tag		1	\$96.00				
3004	Platinum Birch Wood		1	\$0.00				
3075	Electric Bed w/Bunk Ladder		1	\$1,000.00				
4036	Power Tongue Jack		1	\$195.00				
4032	Stabilizer Jacks - Front		1	\$80.00				
6000	Limited Package		1	\$300.00				
VOLUME DISCOUNT				(\$4,000.00)				
FREIGHT				\$520.00				
STATE SEAL				\$0.00				

OPTION TOTAL: \$1,671.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$19,381.00
------------------	-------------



Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 3

**Emails between Kevin Flores and Danielle KUEHNE-
SULLIS**

RE: Info

Page 1 of 5

RE: Info

Fri 3/3/2017 4:10 PM

From: Kevin Flores

To: "daniellek@rvs4lessca.com"



Good afternoon.

Here is the dealer app and agreement

Kevin Flores

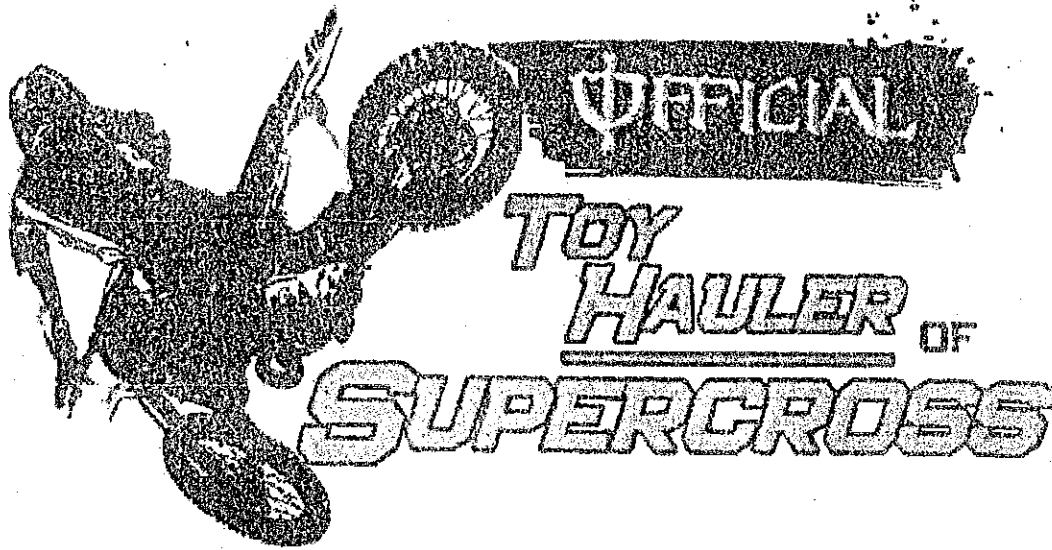
NATIONAL SALES MANAGER

(909)560-9731 cell

(951)684-6868 office

(951)684-4364 fax





Twitter <https://twitter.com/#!/EclipseRVM>

Facebook <http://www.facebook.com/pages/Eclipse-Recreational-Vehicles-Inc/296550443745862>

Privileged and Confidential Communication.

This electronic transmission, and any documents attached hereto, (a) are protected by the Electronic Communications Privacy Act (18 USC 2510-2521), (b) may contain confidential and/or legally privileged information, and (c) are for the sole use of the intended recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of the information received in error is strictly prohibited.

From: dantellek@rvs4lessca.com [mailto:dantellek@rvs4lessca.com]
Sent: Friday, March 3, 2017 12:32 PM
To: Kevin Flores
Subject: RE: Info

Thank you for all the information. We are very excited about the opportunity and teaming up with your company.

Danielle k.

Rvs4less

----- Original message -----

From: Kevin Flores <kevin@eclipservmfg.net>

Date: 3/3/17 9:22 AM (GMT-08:00)

To: daniellek@rvs4lessca.com

Cc: Christian King <christiank@eclipservmfg.net>

Subject: Info

Good morning,

Just want to touch base with you to see if you got the info I sent. Here are some of the sponsors/partners we have for 2017. This co-branding and sponsorship is what sets us apart from our competition. We are out in the field and selling the name to be the "Brand" when people think of Toyhaulers

Sponsors/Partnerships:

Jeremy McGrath (Kawasaki, Monster Energy)

Monster Energy (28iBG Giveaway/show promotion)

Polaris

Supercross

MonsterJam

Joey D UTV Underground

ProLine Wraps

Berts Megamall

Mint400

Camp RZR

Dave Martinez (Polaris Factory Race Team)

Johnny Angal (Polaris Factory Race Team)

SDR Motorsports

Doonies 3 shoot

Chevron Gas Stations (570 stores on the West Coast) with Monster Attitude custom build

Mad Media

Kevin Flores

NATIONAL SALES MANAGER

(909)560-9731 cell

(951)684-6868 office

(951)684-4364 fax

 Description: Description: new eclipse logo.bmp

 cld:image004.png@01CF8CC7.900287F0

Twitter <https://twitter.com/#!/EclipseRVM>

Facebook <http://www.facebook.com/pages/Eclipse-Recreational-Vehicles-Inc/296550443745862>

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Attachments:

- image001.jpg
- image002.png
- Dealer Application (2 PAGE) 2017.rtf
- New Dealer Agreement 2017.doc

Dealer app n agreement

Tue 3/7/2017 3:58 PM

From: Kevin Flores

To: "daniellek@rvs4lessca.com", Christian King



Good afternoon,

Here is the dealer app and agreement. I will send over blank order forms in another email. Can you please fill these out and email back

Thank you,

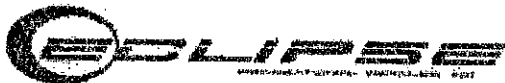
Kevin Flores

NATIONAL SALES MANAGER

(909)560-9731 cell

(951)684-6868 office

(951)684-4364 fax



Plf's-Left Ex. 1
Depo of Danielle Kuchne
Date 5-15-19
Karla M. Rocha • CSR #8982



Twitter <https://twitter.com/#/EclipseRVIM>

Facebook <http://www.facebook.com/pages/Eclipse-Recreational-Vehicles-Inc/296550443745862>

Privileged and Confidential Communication.

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Attachments:

- image001.jpg
- image002.png
- New Dealer Agreement 2017.doc
- Dealer Application (2 PAGE) 2017.rtf

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 4

**Five Eclipse invoices obtained from KUEHNE-
SULLIS**

Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
Northpoint Financial

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE
No.:

15164

Date:

APR 20 2017

Approval: 0413203474

24399

S
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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

S
H
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P

RVS 4 Less
14334 Hwy 41
Madera, CA 93636

Phone No.: (559) 822-7848

OUR ORDER NO.	ORDER DATE	CUSTOMER ORDER DATE	SALESMAN	CUSTOMER NO.	DELIVERY DATE	TERMS	ZONE	STATE
24399	3/30/2017	4734	28	256	4/20/2017	Flooring		CA
STOCK No.	VEHICLE IDENTIFICATION No.	SHIPPING COMMENTS						
ATT L32GSG	5LZBE9230JR015164							
MODEL No.	MODEL DESCRIPTION	DEALER PRICE						
ATT L32GSG		\$40,700.00						
Zinc	CHASSIS DESCRIPTION							
OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE					
5010	MAP Pricing (\$)	1	\$0.00					
5030	RVIA Tag	1	\$0.00	\$0.00				
3004	Platinum Birch Wood	1	\$96.00	\$96.00				
4200	Graphics: BLUE	1	\$0.00	\$0.00				
2016	2nd A/C Bedroom - 13.5K BTU	1	\$0.00	\$0.00				
3090	Ceiling Fan - 12V	1	\$475.00	\$475.00				
4084	Folding Roof Ladder	1	\$125.00	\$125.00				
2026	Generator- 5.5K Onan w/Transfer Switch & 50 AMP	1	\$150.00	\$150.00				
3160	Rear Screen Wall	1	\$1,155.00	\$1,155.00				
3118	Rear Table	1	\$175.00	\$175.00				
2008	Refrigerator - XL Double Door	1	\$100.00	\$100.00				
4159	Roadside HI Rez LED Flood Lights (2)	1	\$200.00	\$200.00				
2004	Water Heater - 10 Gal DS/Electric	1	\$100.00	\$100.00				
4109	Windows - Frameless	1	\$85.00	\$85.00				
3020	Centurion Package (Trailer)	1	\$750.00	\$750.00				
		1	\$400.00	\$400.00				
	VOLUME DISCOUNT							
	FREIGHT		(\$4,000.00)	(\$4,000.00)				
	STATE SEAL		\$520.00	\$520.00				
			\$0.00	\$0.00				

OPTION TOTAL: \$3,811.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$41,031.00
------------------	-------------

74000
\$45,631

Eclipse Recreational Vehicles, Inc.

INVOICE No.: **15578**

FLOOR PLAN:
GE Commercial

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

Date: **JUN 30 2017**
25558

Approval: 581711

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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

Phone No.: (559) 822-7848

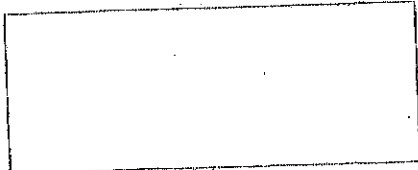
OUR ORDER NO.	ORDER DATE	CUSTOMER ORDER DATE	SALESMAN	CUSTOMER ID	DELIVERY DATE	TERMS	ZONE	STATE
25558	3/31/2017	N4811	30	256	6/30/2017	Flooring		CA
STOCK NO.	VEHICLE IDENTIFICATION No.						SHIPPING COMMENTS	
ATT27SA	5LZBE2722JR015578							
MODEL NO.	MODEL DESCRIPTION						DEALER PRICE	
ATT27SA	Zinc						\$26,820.00	
OPTION CODE	OPTION DESCRIPTION				QTY	DEALER PRICE		
5010	MAP Pricing (\$)				1	\$0.00	\$0.00	
5030	RVIA Tag				1	\$96.00	\$96.00	
3004	Platinum Blrch Wood				1	\$0.00	\$0.00	
4203	Graphics: GREY				1	\$175.00	\$175.00	
4015	Aluminum Wheels - Deluxe 15" Black				1	\$100.00	\$100.00	
4134	Black Aluminum Fender Skirts				1	\$2,665.00	\$2,665.00	
2024	Generator - 4.0K Onan w/Transfer Switch				1	\$1,200.00	\$1,200.00	
3180	Living Room Slideout - Roadside				1	\$60.00	\$60.00	
4008	LP - Dual 30 Lbs				1	\$65.00	\$65.00	
3170	Skylight Over Shower				1	\$500.00	\$500.00	
2031	Solar Panel - 160 Watt				1	\$765.00	\$765.00	
4072	Performance Package				1	\$2,400.00	\$2,400.00	
4066	Glass Package (Gray)							
	VOLUME DISCOUNT					(\$4,000.00)	(\$4,000.00)	
	FREIGHT					\$520.00	\$520.00	
	STATE SEAL					\$0.00	\$0.00	

Eclipse Recreational Vehicles, Inc. IS NOT RESPONSIBLE FOR SHORTAGES OR DEFECTS NOT INDICATED ON THIS FORM AT TIME OF DELIVERY. VEHICLE RECEIVED IN GOOD CONDITION EXCEPT AS NOTED IN REMARKS

OPTION TOTAL: \$8,026.00

RECEIVED BY: _____

TOTAL AMOUNT DUE	\$31,366.00
-------------------------	--------------------



Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
GE Commercial

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE No.: **15626**

Approval: 681717

Date: **JUL 13 2017**
25557

S RVS 4 Less
O 14334 Hwy 41
T Madera, CA 93636
L
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S RVS 4 Less
H 14334 Hwy 41
T Madera, CA 93636
O
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Phone No.: (559) 822-7848

OUR ORDER No.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
25557	3/31/2017	N4726	30	256	7/13/2017	Flooring		CA

STOCK No.	VEHICLE IDENTIFICATION No.	SHIPPING COMMENTS
ATT23SA	5LZBE2321JR016626	

MODEL No.	MODEL DESCRIPTION	DEALER PRICE
ATT23SA		\$26,420.00

Zinc	CHASSIS DESCRIPTION

OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE
5010	MAP Pricing (\$)	1	\$0.00
5030	RVIA Tag	1	\$96.00
3004	Platinum Birch Wood	1	\$0.00
4203	Graphics: GREY	1	\$0.00
4015	Aluminum Wheels - Deluxe 15" Black	1	\$175.00
4134	Black Aluminum Fender Skirts	1	\$100.00
2024	Generator - 4.0K Onan w/Transfer Switch	1	\$2,665.00
4008	LP - Dual 30 Lbs	1	\$60.00
3170	Skylight Over Shower	1	\$65.00
2031	Solar Panel - 160 Watt	1	\$500.00
4072	Performance Package	1	\$765.00
4066	Glass Package (Gray)	1	\$2,400.00
	VOLUME DISCOUNT		(\$4,000.00)
	FREIGHT		\$520.00
	STATE SEAL		\$0.00

OPTION TOTAL: \$6,826.00

RECEIVED BY:

TOTAL AMOUNT DUE	\$29,766.00
------------------	-------------

Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
GE Commercial

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE No.: **15737**

Date: **8/1/2017**
24611

Approval: 775602

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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

S RVS 4 Less
HT 14334 Hwy 41
LO Madera, CA 93636
P

Phone No.: (559) 822-7848

OUR ORDER No.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER No.	DELIVERY DATE	TERMS	ZONE	STATE
24611	8/1/2017	N4914	30	256	8/4/2017	Flooring		CA

STOCK No.	VEHICLE IDENTIFICATION No.	SHIPPING COMMENTS
ATT L32IBG	6LZBE323XJR015737	

MODEL No.	MODEL DESCRIPTION	DEALER PRICE
ATT L32IBG		\$38,445.00

CHASSIS DESCRIPTION
Zinc

OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE
5010	MAP Pricing (\$)	1	\$0.00
5030	RVIA Tag	1	\$96.00
3004	Platinum Birch Wood	1	\$0.00
2016	2nd A/C Bedroom - 13.5K BTU	1	\$475.00
4017	Aluminum Wheels - Deluxe 16"	1	\$300.00
3090	Ceiling Fan - 12V	1	\$125.00
4080	Enclosed Tanks - Heated	1	\$450.00
4084	Folding Roof Ladder	1	\$150.00
2026	Generator- 5.5K Onan w/Transfer Switch & 50 AMP	1	\$1,155.00
2052	Inverter - 1800 Watt	1	\$500.00
3180	Living Room Slideout - Roadside	1	\$1,200.00
3160	Rear Screen Wall	1	\$175.00
3118	Rear Table	1	\$100.00
2008	Refrigerator - XL Double Door	1	\$200.00
4159	Roadside Hi Rez LED Flood Lights (2)	1	\$100.00
2031	Solar Panel - 160 Watt	1	\$500.00
3182	Wardrobe Slideout	1	\$925.00
2004	Water Heater - 10 Gal DSI/Electric	1	\$85.00
	VOLUME DISCOUNT		(\$4,000.00)
	FREIGHT		\$520.00
	STATE SEAL		\$0.00

OPTION TOTAL: \$6,536.00

RECEIVED BY:

TOTAL AMOUNT DUE \$41,501.00

Eclipse Recreational Vehicles, Inc.

FLOOR PLAN:
GE Commercial

3016 Kansas Ave., Bldg. 14
Riverside, Ca.
92507

INVOICE No.: **15723**

Approval: 775601

Date: **AUG 09 2017**
22622

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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

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RVS 4 Less
14334 Hwy 41
Madera, CA 93636

Phone No.: (559) 822-7848

OUR ORDER NO.	ORDER DATE	CUST. ORDER DATE	SALESMAN	CUSTOMER NO.	DELIVERY DATE	TERMS	ZONE	STATE
22622	6/1/2017	N4913	30	256	8/3/2017	Flooring		CA

STOCK NO.	VEHICLE IDENTIFICATION NO.	SHIPPING COMMENTS
ATT19FB-LE	5LZBE1928JR015723	

MODEL NO.	MODEL DESCRIPTION	DEALER PRICE
ATT19FB-LE		\$21,190.00

CHASSIS DESCRIPTION	DEALER PRICE
Zinc	\$21,190.00

OPTION CODE	OPTION DESCRIPTION	QTY	DEALER PRICE	
5010	MAP Pricing (\$)	1	\$0.00	\$0.00
5030	RVIA Tag	1	\$96.00	\$96.00
3004	Platinum Birch Wood	1	\$0.00	\$0.00
3075	Electric Bed w/Bunk Ladder	1	\$1,000.00	\$1,000.00
4036	Power Tongue Jack	1	\$195.00	\$195.00
4032	Stabilizer Jacks - Front	1	\$80.00	\$80.00
6000	Limited Package	1	\$300.00	\$300.00
	VOLUME DISCOUNT		(\$4,000.00)	(\$4,000.00)
	FREIGHT		\$520.00	\$520.00
	STATE SEAL		\$0.00	\$0.00

OPTION TOTAL: \$1,671.00

RECEIVED BY:

TOTAL AMOUNT DUE	
\$19,381.00	

+4,000
\$23,381

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 5

**Three Bills of Lading and Two Eclipse Delivery
Invoices**



AV 4655
 DEALERSHIP: 32636
 TRANSIT COMPANY: Pima
 MODEL: 1564
 SERIAL NUMBER: 1564
 DATE: 4-19-17

ITEM	FT - FACTORY CHECK			ITEM	DV - DRIVER CHECK			ITEM	DR - DEALER CHECK		
	FT	DV	DR		FT	DV	DR		FT	DV	DR
WARRANTY PACKET	/	/		TUB STOPPER	/	/		BREAK AWAY	/	/	
SMOKE DETECTOR	/	/		SINK STOPPER	/	/		AWNING PULL ROD	/	/	
CO2 DETECTOR	/	/		LP BOTTLES	/	/		SHORE LINE CORD	/	/	
FIRE EXTINGUISHER	/	/		LP BOTTLE COVER	/	/		CRANK-STABILIZER JACKS	/	/	
SINK COVERS	/	/		MANUFACTURERS TAGS	/	/		CRANK-FW LANDING GEAR	/	/	
FREE STANDING CHAIRS	/	/		RVA TAGS	/	/		CRANK-SPARE TIRE CARRIER	/	/	
TABLES / LEGS	/	/		KEYS	/	/		SEWER CAP	/	/	
DAY/NIGHT SHADES	/	/		STATE SEAL	/	/		TIRE MOUNT	/	/	
MINI-BLINDS	/	/		INTERIOR CLEAN	/	/		SPARE TIRE	/	/	
PRIVACY DOORS	/	/		HOLDING TANKS DRAINED	/	/		LADDER	/	/	
BEDSPREAD	/	/		MICROWAVE PLATE	/	/		POWER JACK	/	/	
CARPET KIT	/	/		TV (s)	/	/		OUTSIDE SHOWER	/	/	
BED PINS	/	/		DVD PLAYER	/	/		STABILIZER JACKS (2) (4)	/	/	
VACUUM ACCESSORIES	/	/		TV/DVD REMOTES	/	/		BUNK LADDER	/	/	
PORTABLE GENERATOR	/	/									
4.0 KW GENERATOR	/	/									
5.5 KW GENERATOR	/	/									
NO DRIVER SIGNATURE											

Factory Approval

I CERTIFY THIS UNIT IS CORRECT AS SPECIFIED COMPLETE AND READY FOR SHIPMENT

Jose Sanchez
 FACTORY REPRESENTATIVE
 DATE: 4-19-17

Driver Pick-up

I ACCEPT THIS UNIT FOR DELIVERY AND HAVE VERIFIED UNIT IS COMPLETE

Eric S. Connelly
 DRIVERS NAME
 DATE: 4/25/17

REMARKS - DEALER
 Body Panel loose, Site on overhead
 Cabinet doors & counter on slo crock
 Panel loose - removed, clean exposed cabinet
 face checked. Site on overhead, Site on floor
 damaged, Cabinet Brake handle
 Site on overhead not secured

REMARKS - DRIVER

I CERTIFY UNIT WAS DELIVERED ON DATE AND TIME LISTED BELOW
 DATE: 4/25/17 TIME: 1:00

I ACCEPT THIS UNIT AS COMPLETE AND FREE OF DAMAGE EXCEPT AS NOTED ABOVE
 DEALERS SIGNATURE: [Signature]
 DATE: 4/25/17

AND EXTERIOR HAS [] HAS NOT [] BEEN CLEANED
 DRIVERS SIGNATURE: [Signature]
 DATE: 4/25/17

*White Copy Returned to Eclipse Recreational Vehicles, Inc. | Dealer Retains Canary Copy

U.S. MOTOR CARRIER SHORT BILL OF LADING PINNACLE FLEET

13927 County Road #4, Bristol, IN 46507 (574) 584-7253
MC # 735852 USDOT 2110569 Fax (574) 825-676

DATE	Jun 30, 2017
TERMINAL	T31
ORDER #	224841

SHIPPER'S NAME AND ADDRESS ECLIPSE RECREATIONAL VEHICLES	CITY Riverside	STATE CA	ZIP 92507	TOTAL OF ALL CHARGES
CONSIGNEE'S NAME AND ADDRESS RVS 4 LESS	CITY Madera	STATE CA	ZIP 93637	AMOUNT COLLECTED
PAYER'S NAME AND ADDRESS ECLIPSE RECREATIONAL VEHICLES	CITY Riverside	STATE CA	ZIP 92501	BALANCED DUE

RECEIVED, SUBJECT TO THE CONTRACT RATES, AND/OR CHARGES IN EFFECT ON THE DATE OF ISSUE OF THIS ORIGINAL BILL OF LADING, THE PROPERTY DESCRIBED BELOW, CONSIGNED AND DESTINED AS SHOWN ABOVE, WHICH THE CARRIER AGREES TO CARRY TO SAID DESTINATION OR DELIVERED TO ANOTHER CARRIER ON THE ROUTE TO SAID DESTINATION. IT IS MUTUALLY AGREED BY EACH CARRIER OF SAID PROPERTY OVER OR ON ANY PORTION OF THE ROUTE TO DESTINATION, AND AS TO EACH PARTY AT ANY TIME INTERESTED IN ALL OR ANY OF SAID PROPERTY, THAT EACH SERVICE PERFORMED HEREUNDER SHALL BE SUBJECT TO ALL OF THE CONDITIONS NOT PROHIBITED BY LAW, WHETHER PRINTED OR WRITTEN HEREIN CONTAINED, INCLUDING THE CONTRACT TERMS AND CONDITIONS, WHICH ARE HEREBY AGREED TO AND ACCEPTED BY THE SHIPPER AND ITS AGENTS AND ASSIGNS.

CARGO COLLECT ON DELIVERY AND REMIT TO		PO #
DELIVERY ADDRESS 14334 Highway 41/TUES-SAT		CITY STATE ZIP Madera CA 93637
DATE SHIPPED 06-30-2017	UNIT NO. 31999	OWNER NO.
DATE SHIPPED	UNIT NO. 31686	OWNER NO.
DRIVER NAME Doug Opp		DRIVER NAME Tatum Hodge
DELIVERY INSTRUCTIONS MILES - 300		Phone (559) 822-7848
SIZE 27' ATTITUDE TT	MAKE	DESCRIPTION
		SN# 15578 WEIGHT LEGAL 300
DAMAGES (MUST BE NOTED HERE)		UNIF OL OW OH

FEDERAL REGULATIONS REQUIRE PAYMENT WITHIN FIFTEEN (15) DAYS OF DELIVERY

I. LIMITATION OF LIABILITY - A.) Shipper declares the value of the above described property to be no greater than \$45,000 and (1) understands that Carrier will not be liable for and/or damage to the described property in excess of the amount unless shipper pre-declares a greater value in writing below. (2) Carrier agrees to be liable up to the pre-declared amount as evidenced by the Carrier's current cargo and liability insurance policy. (3) Any applicable charge is paid by the shipper of \$10.00 per \$1,000 of excess valuation or fraction thereof. If one section of a multi-section home or other unit is damaged by Carrier in transit, Carrier's responsibility shall be limited to the manufacturer's cost of building the damaged section, as supported by construction cost record that must be submitted by Shipper in support of any such claim. In no event shall Carrier's liability be computed based upon the cost of the entire home or unit unless Shipper pays an additional charge of \$10.00 per \$1,000.00 of value in excess of the value of the section being transported. Under no circumstances is Carrier liable for incidental or consequential damages of any nature. Carrier will not accept any claims which are not duly noted on the bill of lading at the time of delivery. Carrier does not accept responsibility for any damage or liability due to: road hazards such as, but not limited to blowing or missing shingles, rock or road debris; fire, axle, or trailer; over weight capacity. Carrier is not liable for any costs or fees incurred by the shipper, payer, consignee, or retail customer due to late delivery or performance of the carrier. These costs will include, but are not limited to installation costs, taxes, lodging, meals, transportation, storage and any franchise costs. In the event a claim of any type is alleged or filed by the shipper, shipper is not authorized to deduct from or withhold payment or any payments owed to the carrier without express written verification by an officer of Pinnacle, as required, according to Federal regulations. B.) Shipper declares an excess value of the above described property to be \$_____ As a condition precedent to recovery, claims must be filed in writing within 45 days after delivery of the property or in the case of failure to make delivery, within 45 days after a reasonable time for delivery has elapsed.

II. USED MOBILE/MODULAR BUILDINGS & TRAILERS - The shipment of any used trailer or building by Pinnacle is not authorized without express written approval by an officer of Pinnacle. Permission is granted only in writing, as evidenced in the Pinnacle used mobile and modular delivery waiver. A completed Pinnacle pre-move inspection form is also required. Both documents must be completed, approved, and signed by an officer of Pinnacle prior to pickup of any shipments by Pinnacle. Pinnacle does not in any way provide insurance and/or responsibility for any transport damage other than damage caused as a direct result of the carrier racking a bridge, overpass, or another vehicle. Carrier is not responsible for frame damage, structural failure, fire or smoke damage, fire or smoke failure, acts of God, arson, theft or interior damage of any kind. Carrier is not responsible for any missing or damaged contents in the unit.

III. ACT OF GOD - a. Shipper understands that Carrier is not liable for losses and/or damage to the described property under terms I and II due to Acts of God, unless (1) Carrier agrees to accept this liability upon request of the Shipper and (2) the applicable charge is paid by the shipper, shipper further understands and agrees that Carrier's liability is otherwise subject to the contract terms and conditions of this freight bill. b. Shippers request Carrier to be liable for losses and/or damages due to Acts of God - YES NO (if not selected, this coverage is not provided) IV. G.O.D. SHIPMENTS - If this shipment is to be delivered to Consignee without recourse on the Shipper, the Shipper shall sign the following statement: The Carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. Shipper (sign here) X _____ Date _____

IV. APPLICATION OF CHARGES - Shipper and/or payer agree to be liable for any additional charges due to routing changes, permit requirements, escort requirements, storage, and/or additional labor charges.

V. PAYMENT TERMS - Freight charges are due and payable to Carrier on NET 15 Day terms from the delivery date. If payment is not received when due, the Shipper shall also be liable for a late charge of \$100. Additionally, beginning the 31st day after Carrier's invoice is issued, interest will accrue at the rate of 1.5% per month (18% per year) on the unpaid balance. If Carrier files suit to collect delinquent freight or other charges, Shipper shall also be liable for payment of the attorney's fees and any other costs of collection incurred by Carrier. The exclusive venue for any litigation between the parties shall be a state court sitting in Elkhart County, Indiana or the South Bend Division of the United States District Court for the Northern District of Indiana.

Sandi DATE 6-30-17 TIME
DATE 6-30-17 TIME

GENERAL NOTICE TO CONSIGNEE OR CONSIGNEE'S AGENT
THIS IS A RELEASE TO CARRIER FOR ALL DAMAGES AND SHORTAGES UNLESS NOTED HEREIN. NO CLAIMS FOR ANY LOSS, DAMAGE, INJURY OR DELAY WILL BE PAID UNLESS ALL RATES AND/OR APPLICABLE CHARGES HAVE BEEN PAID TO THE CARRIER RECEIVED. The above described property in good condition as excepted noted above and agrees to the foregoing contract terms and conditions.

DATE

DESIGNATED SITE DELIVERY RELEASE: I am an authorized representative of the shipper and/or consignee. I am hereby requesting offroad parking to a designated site, storage yard or other facility. I hereby release the Carrier, its employees, agents, and contractors from any and all damages and/or liability incurred by the Carrier, which could result in total destruction.

DAMAGE RELEASE ONLY	X	DATE	TIME	PT SHORT BILL OF LADING ver 10
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U.S. MOTOR CARRIER SHORT BILL OF LADING PINNACLE FLEET

13927 County Road #4, Bristol, IN 46507 (574) 584-7253
MC # 735852 USDOT 2110569 Fax (574) 825-676

DATE	
Jul 13, 2017	
TERMINAL	ORDER #
T31	226000
BALANCE DUE	

SHIPPER'S NAME AND ADDRESS		CITY		STATE	ZIP	TOTAL OF ALL CHARGES
ECLIPSE RECREATIONAL VEHICLES		Riverside		CA	92507	
CONSIGNEE'S NAME AND ADDRESS		CITY		STATE	ZIP	AMOUNT COLLECTED
RVS 4 LESS		Madera		CA	93637	
SHIPPER'S NAME AND ADDRESS		CITY		STATE	ZIP	BALANCE DUE
ECLIPSE RECREATIONAL VEHICLES		Riverside		CA	92501	

RECEIVED, SUBJECT TO THE CONTRACT RATES, AND/OR CHARGES IN EFFECT ON THE DATE OF ISSUE OF THIS ORIGINAL BILL OF LADING, THE PROPERTY DESCRIBED BELOW, CONSIGNED AND DESTINED AS SHOWN ABOVE, WHICH THE CARRIER AGREES TO CARRY TO SAID DESTINATION OR DELIVERED TO ANOTHER CARRIER ON THE ROUTE TO SAID DESTINATION. IT IS MUTUALLY AGREED BY EACH CARRIER OF SAID PROPERTY OVER OR ON ANY PORTION OF THE ROUTE TO DESTINATION, AND AS TO EACH PARTY AT ANY TIME INTERESTED IN ALL OR ANY OF SAID PROPERTY, THAT EACH SERVICE PERFORMED HEREUNDER SHALL BE SUBJECT TO ALL OF THE CONDITIONS NOT PROHIBITED BY LAW, WHETHER PRINTED OR WRITTEN HEREIN CONTAINED, INCLUDING THE CONTRACT TERMS AND CONDITIONS, WHICH ARE HEREBY AGREED TO AND ACCEPTED BY THE SHIPPER AND ITS AGENTS AND ASSIGNS.

CARGO COLLECT ON DELIVERY AND ADMIT TO		COO	CHARGE	PO #	
DELIVERY ADDRESS		CITY		STATE	ZIP
14334 Highway 41/TUES-SAT		Madera		CA	93637
DATE SHIPPED	UNIT NO.	OWNER NO.	DRIVER NAME		
07-13-2017	31281		D.W. Miles 7-13-17		
DATE SHIPPED	UNIT NO.	OWNER NO.	DRIVER NAME		
	31899		Tom Erbay 07/14/2017		
DELIVERY INSTRUCTIONS					
SEE MAKE DESCRIPTION					
23' ATTITUDE TT		SN#	WEIGHT	LEGAL	MILES
		15626			
DAMAGES (MUST BE NOTED HERE)		UNIT	OL OW OH		
Scratched and shipped out, still hanging by wires					

I. LIMITATION OF LIABILITY - A.) Shipper declares the value on of the above described property to be no greater than \$48,000 and (1) understands that Carrier will not be liable for and/or damage to the described property in excess of this amount unless shipper pre-declares a greater value in writing below. (2) Carrier agrees to be liable up to the pre-declared amount as evidenced by the Carrier's current cargo and liability insurance policy. (3) Any applicable charge is paid by the shipper of \$10.00 per \$1,000 of excess valuation or fraction thereof. If one section of a multi-section home or other unit is damaged by Carrier in transit, Carrier's responsibility shall be limited to the manufacturer's cost of building the damaged section, as supported by construction cost record that must be submitted by Shipper in support of any such claim. In no event shall Carrier's liability be computed based upon the cost of the entire home or unit unless Shipper pays an additional charge of \$10.00 per \$1,000.00 of value in excess of the value of the section being transported. Under no circumstances is Carrier liable for incidental or consequential damages of any nature. Carrier will not accept any claims which are not clearly noted on the bill of lading at the time of delivery. Carrier does not accept responsibility for any damage or liability due to road hazards such as, but not limited to blowing or missing shingles, rock or road debris; trees, poles, or frames; over weight capacity. Carrier is not liable for any costs or fees incurred by the shipper, payor, consignee, or retail customer due to late delivery or performance of the carrier. These costs will include, but are not limited to installation costs, cranes, lodging, meals, transportation, storage and any finance costs. In the event a claim of any type is alleged or filed by the shipper, shipper is not authorized to deduct from or withhold payment or any payments owed to the carrier without express written verification by an officer of Pinnacle, as required, according to Federal regulations. B.) Shipper declares an excess value of the above described property to be \$_____.

C. As a condition precedent to recovery, claims must be filed in writing within 45 days after delivery of the property or in the case of failure to make delivery within 45 days after a reasonable time for delivery has elapsed.

II. USED MOBILE/MODULAR BUILDINGS & TRAILERS - The shipment of any used trailer or building by Pinnacle is not authorized without express written approval by an officer of Pinnacle. Permission is granted only in writing, as evidenced in the Pinnacle used mobile and modular delivery waiver. A completed Pinnacle pre-move inspection form is also required. Both documents must be completed, approved, and signed by an officer of Pinnacle prior to pickup of any shipments by Pinnacle. Pinnacle does not in any way provide insurance and/or responsibility for any transport damage, fire or axle failure, acts of God, arson, theft or interior damage of any kind. Carrier is not responsible for any missing or damaged contents in the unit.

III. ACT OF GOD - A. Shipper understands that Carrier is not liable for losses and/or damage to the described property under items I and II due to Acts of God, unless (1) Carrier agrees to accept the liability upon request of the Shipper and (2) the applicable charge is paid by the shipper, shipper further understands and agrees that Carrier's liability is otherwise subject to the contract terms and conditions of this freight bill. B. Shippers request Carrier to be liable for losses and/or damages due to Acts of God - YES NO (if not selected, this coverage is not provided) IV. C.O.D.

SHIPMENTS - If the shipment is to be delivered to Consignee without recourse on the Shipper, the Shipper shall sign the following statement: The Carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. Shipper (sign here) _____ Date _____

IV. APPLICATION OF CHARGES - Shipper and/or payor agrees to be liable for any additional charges due to routing changes, permit requirements, escort requirements, storage, and/or additional labor charges.

V. PAYMENT TERMS - Freight charges are due and payable to Carrier on NET 15 Day terms from the delivery date. If payment is not received when due, the Shipper shall also be liable for a late charge of \$100. Additionally, beginning the 31st day after Carrier's invoice is issued, interest will accrue at the rate of 1.6% per month (19% per year) on the unpaid balance. If Carrier files suit to collect delinquent freight or other charges, Shipper shall also be liable for payment of the attorney's fees and any other costs of collection incurred by Carrier. The exclusive venue for any litigation between the parties shall be a state court sitting in Elkhart County, Indiana or the South Bond Division of the United States District Court for the Northern District of Indiana.

Signature: *[Signature]* DATE: 7/13/17 TIME: _____

Signature: *[Signature]* DATE: 7-13-17 TIME: _____

Signature: *[Signature]* DATE: 7/14/17 TIME: _____

THIS BILL IS SET TO CARRY FOR ALL DAMAGES AND SHORTAGES UNLESS NOTED HEREIN. NO CLAIM FOR ANY LOSS, DAMAGE, INJURY OR DELAY WILL BE PAID UNLESS ALL RATES AND/OR APPLICABLE CHARGES HAVE BEEN PAID TO THE CARRIER, RECEIVED. The above described property in good condition except as noted above and agrees to the foregoing contract terms and conditions.

DESIGNATED BY DELIVERY RELEASE, one authorized representative of the shipper and/or consignee, hereby requests that road parking at a designated site, storage yard or other facility, thereby releasing the Carrier, its employees, agents, and contractors from any and all damages and/or liability incurred by the Carrier, which would result in total destruction.

DAMAGER RELEASE ONLY DATE: _____ TIME: _____

PT SHORT BILL OF LADING var 10

NO Driver Damage



DEALERSHIP: RV-41255 TRANSIT COMPANY: Pima
 MODEL: 1998-18 SERIAL NUMBER: 15723 DATE: 8-2-17

ITEM	FACTORY CHECK			ITEM	DRIVER CHECK			ITEM	DEALER CHECK		
	FT	DV	DR		FT	DV	DR		FT	DV	DR
WARRANTY PACKET	/	/		TUB STOPPER	/	/		BREAK AWAY	/	/	
SMOKE DETECTOR	/	/		SINK STOPPER	/	/		AWNING PULL ROD	/	/	
CO2 DETECTOR	/	/		LP BOTTLES	/	/		SHORE LINE CORD	/	/	
FIRE EXTINGUISHER	/	/		LP BOTTLE COVER	/	/		CRANK-STABILIZER JACKS	/	/	
SINK COVERS	/	/		MANUFACTURERS TAGS	/	/		CRANK-FW LANDING GEAR	/	/	
FREE STANDING CHAIRS	/	/		RVIA TAGS	/	/		CRANK-SPARE TIRE CARRIER	/	/	
TABLES / LEGS	/	/		KEYS	/	/		SEWER CAP	/	/	
DAY/NIGHT SHADES	/	/		STATE SEAL	/	/		TIRE MOUNT	/	/	
MINI-BLINDS	/	/		INTERIOR CLEAN	/	/		SPARE TIRE	/	/	
PRIVACY DOORS	/	/		HOLDING TANKS DRAINED	/	/		LADDER	/	/	
BEDSPREAD	/	/		MICROWAVE PLATE	/	/		POWER JACK	/	/	
CARPET KIT	/	/		TV (s)	/	/		OUTSIDE SHOWER	/	/	
BED PINS	/	/		DVD PLAYER	/	/		STABILIZER JACKS (2) (4)	/	/	
VACUUM ACCESSORIES	/	/		TV/DVD REMOTES	/	/		BUNK LADDER	/	/	
PORTABLE GENERATOR	/	/									
4.0 KW GENERATOR	/	/									
5.5 KW GENERATOR	/	/									

Factory Approval I CERTIFY THIS UNIT IS CORRECT AS SPECIFIED COMPLETE AND READY FOR SHIPMENT
 JOSE SANCHEZ 8-2-17
 FACTORY REPRESENTATIVE DATE

Driver Pick-up I ACCEPT THIS UNIT FOR DELIVERY AND HAVE VERIFIED UNIT IS COMPLETE
 [Signature] 8-3-17
 DRIVERS NAME DATE

REMARKS - DEALER

*Details scratched by w/d
Scratch over canopy panel
ext.*

REMARKS - DRIVER

I CERTIFY UNIT WAS DELIVERED ON DATE AND TIME LISTED BELOW
 DATE: 8/4/17 TIME: 11:11
 AND EXTERIOR HAS HAS NOT BEEN CLEANED
 [Signature] 8/4/17
 DEALERS SIGNATURE DATE DRIVERS SIGNATURE DATE

U.S. MOTOR CARRIER SHORT BILL OF LADING PINNACLE FLEET

13927 County Road #4, Bristol, IN 46507 (574) 584-7253
MC # 735852 USDOT 2110569 Fax (574) 825-6761

DATE Aug 4, 2017	
TERMINAL T31	ORDER # 229494

SHIPPER'S NAME AND ADDRESS ECLIPSE RECREATIONAL VEHICLES	CITY Riverside	STATE CA	ZIP 92507	TOTAL OF ALL CHARGES
CONSIGNEE NAME AND ADDRESS RVS 4 LESS	CITY Madera	STATE CA	ZIP 93637	AMOUNT COLLECTED
PAIDER'S NAME AND ADDRESS ECLIPSE RECREATIONAL VEHICLES	CITY Riverside	STATE CA	ZIP 92501	BALANCE DUE

RECEIVED, SUBJECT TO THE CONTRACT RATES, AND/OR CHARGES IN EFFECT ON THE DATE OF ISSUE OF THIS ORIGINAL BILL OF LADING, THE PROPERTY DESCRIBED BELOW, CONIGNED AND DESTINED AS SHOWN ABOVE, WHICH THE CARRIER AGREES TO CARRY TO SAID DESTINATION OR DELIVERED TO ANOTHER CARRIER ON THE ROUTE TO SAID DESTINATION, IT IS MUTUALLY AGREED BY EACH CARRIER OF SAID PROPERTY OVER OR ON ANY PORTION OF THE ROUTE TO DESTINATION, AND AS TO EACH PARTY AT ANY TIME INTERESTED IN ALL OR ANY OF SAID PROPERTY, THAT EACH SERVICE PERFORMED HEREUNDER SHALL BE SUBJECT TO ALL OF THE CONDITIONS NOT PROHIBITED BY LAW, WHETHER PRINTED OR WRITTEN HEREIN CONTAINED, INCLUDING THE CONTRACT TERMS AND CONDITIONS, WHICH ARE HEREBY AGREED TO AND ACCEPTED BY THE SHIPPER AND ITS AGENT S AND ASSIGNS,

CARGO COLLECT ON DELIVERY \$ _____ AND REMIT TO _____		PO #
DELIVERY ADDRESS 14334 Highway 41/TUES-SAT		CITY Madera
DATE SHIPPED 08-04-2017	UNIT NO. 31999	OWNER NO.
DATE SHIPPED	UNIT NO.	OWNER NO.
DRIVER NAME Doug Opp		DRIVER NAME
DELIVERY INSTRUCTIONS MILES - 300		Phone (559) 822-7848
SIZE 32' ATTITUDE TT	MAKE	DESCRIPTION
UNIT OLDW OH	WEIGHT 15737	WEIGHT LEGAL
DAMAGES (MUST BE NOTED HERE)		MILES 300

FEDERAL REGULATIONS REQUIRE PAYMENT WITHIN FIFTEEN (15) DAYS OF DELIVERY

I. LIMITATION OF LIABILITY - A.) Shipper declares the value of the above described property to be no greater than \$45,000 and (1) understands that Carrier will not be liable for and/or damage to the described property in excess of this amount unless shipper pre-declares a greater value in writing below. (2) Carrier agrees to be liable up to the pre-declared amount as evidenced by the Carrier's current cargo and liability insurance policy. (3) Any applicable charge is paid by the shipper of \$10.00 per \$1,000 of excess valuation or fraction thereof. If one section of a multi-section home or other unit is damaged by Carrier in transit, Carrier's responsibility shall be limited to the manufacturer's cost of building the damaged section, as supported by construction cost record that must be submitted by Shipper in support of any such claim. In no event shall Carrier's liability be computed based upon the cost of the entire home or unit unless Shipper pays an additional charge of \$10.00 per \$1,000.00 of value in excess of the value of the section being transported. Under no circumstances is Carrier liable for incidental or consequential damages of any nature. Carrier will not accept any claims which are not duly noted on the bill of lading at the time of delivery. Carrier does not accept responsibility for any damage or liability due to: road hazards such as, but not limited to, blowing or missing shingles, rock or road debris, trees, poles, or frames; over weight capacity. Carrier is not liable for any costs or fees incurred by the shipper, payor, consignee, or retail customer due to late delivery or performance of the carrier. Those costs will include, but are not limited to, hotelation costs, charges, lodging, meals, transportation, storage and any finance costs. In the event a claim of any type is alleged or filed by the shipper, shipper is not authorized to deduct from or withhold payment or any payments owed to the carrier without express written verification by an officer of Pinnacle, as required, according to Federal regulations. B.) Shipper declares an excess value of the above described property to be \$_____. As a condition precedent to recovery, claims must be filed in writing within 45 days after delivery of the property or in the case of failure to make delivery within 45 days after a reasonable time for delivery has elapsed.

II. USED MOBILE/MODULAR BUILDINGS & TRAILERS - The shipment of any used trailer or building by Pinnacle is not authorized without express written approval by an officer of Pinnacle. Permission is granted only in writing, as evidenced in the Pinnacle used mobile and modular delivery waiver. A completed Pinnacle pre-move inspection form is also required. Both documents must be completed, approved, and signed by an officer of Pinnacle prior to pickup of any shipments by Pinnacle. Pinnacle does not in any way provide insurance and/or responsibility for any transport damage other than damage caused as a direct result of the carrier hitting a bridge, overpass, or another vehicle. Carrier is not responsible for frame damage, structural failure, fire or smoke damage, fire or explosion, acts of God, arson, theft or interior damage of any kind. Carrier is not responsible for any missing or damaged contents in the unit.

III. ACT OF GOD - A. Shipper understands that Carrier is not liable for losses and/or damage to the described property under items I and II due to Acts of God, unless (1) Carrier agrees to accept this liability upon request of the Shipper and (2) the applicable charge is paid by the shipper; shipper further understands and agrees that Carrier's liability is otherwise subject to the contract terms and conditions of this freight bill. B. Shipper request Carrier to be liable for losses and/or damages due to Acts of God - YES NO (if not selected, this coverage is not provided) IV. C.O.D. SHIPMENTS- If this shipment is to be delivered to Consignee without recourse on the Shipper, the Shipper shall sign the following statement: The Carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. Shipper (sign here) X _____ Date _____

IV. APPLICATION OF CHARGES - Shipper and/or payor agree to be liable for any additional charges due to routing charges, permit requirements, escort requirements, storage, and/or additional labor charges.

V. PAYMENT TERMS - Freight charges are due and payable to Carrier on NET 15 Day terms from the delivery date. If payment is not received when due, the Shipper shall also be liable for a late charge of \$100. Additionally, beginning the 31st day after Carrier's invoice is issued, interest will accrue at the rate of 1.5% per month (18% per year) on the unpaid balance. If Carrier files suit to collect delinquent freight or other charges, Shipper shall also be liable for payment of the attorney's fees and any other costs of collection incurred by Carrier. The exclusive venue for any litigation between the parties shall be a state court sitting in Elkhart County, Indiana or the South Bend Division of the United States District Court for the Northern District of Indiana.

DATE 8/4/17 TIME

DATE 8/17 TIME

GENERAL NOTICE TO CONSIGNOR OR CONSIGNEE'S AGENT

THIS IS RELEASE TO CARRIER FOR ALL DAMAGES AND CHARGES UNLESS NOTED HEREIN. NO CLAIMS FOR ANY LOSS, DAMAGE, INJURY OR DELAY WILL BE MADE UNLESS ALL RATES AND/OR APPLICABLE CHARGES HAVE BEEN PAID TO THE CARRIER, RECEIVED. The above described property is good condition except as noted above and agrees to the foregoing contract terms and conditions.

DATE 8/18/17

DESIGNATED SITE OF DELIVERY RELEASE. I am an authorized representative of the shipper and/or consignee. I am hereby requesting off-road parking in a designated area, storage yard or other facility, thereby releasing the Carrier, its employees, agents, and contractors from any and all damages and liability incurred by the Carrier, which could result in a lawsuit.

DAMAGE RELEASE ONLY DATE TIME

PT# (SHORT BILL OF LADING) ver 10

NO Driver Damage

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 6

Five Certificate of Origin

CERTIFICATE OF ORIGIN FOR A VEHICLE

Eclipse RV, Inc.

DATE 4/20/2017

INVOICE NO. 15164

VEHICLE IDENTIFICATION NO. 5LZBE3230JR015164

YEAR MAKE 2018

BODY TYPE TRAVEL TRAILER

ATTITUDE SHIPPING WEIGHT

H.P. (S.A.E.) N/A

G.V.W.R.

NO. CYLS. 13,500

SERIES OR MODEL

10,200

ATTL32GSG

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

RVS 4 Less
14334 HWY 41
Madera, CA 93636

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a portable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

Eclipse Recreational Vehicles, Inc.

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

3016 Kansas Avenue Bldg. 14
Riverside, CA. 92507

CITY STATE

NO 0023014

FORM # CO-MPI

CERTIFICATE OF ORIGIN FOR A VEHICLE

Eclipse RV, Inc.

DATE 6/30/2017

INVOICE NO. 15578

VEHICLE IDENTIFICATION NO. 5LZBE2722JR015578

YEAR 2018

MAKE ATTITUDE

BODY TYPE TRAVEL TRAILER

SHIPPING WEIGHT 6,980

H.P. (S.A.E.) N/A

G.V.W.R. 9,900

NO. CYLS. SERIES OR MODEL ATT27SA(G)(-S)

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

HVS 4 LESS
14334 HWY 41
MADERA, CA 93638

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a portable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply; all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

Eclipse Recreational Vehicles, Inc.

[Handwritten Signature]

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

3016 Kansas Avenue Bldg. 14
Riverside, CA 92507

CITY STATE

No 0023398

FORM # CO-MPI

CERTIFICATE OF ORIGIN FOR A VEHICLE

Eclipse RV, Inc.

DATE 7/12/2017

INVOICE NO. 15626

VEHICLE IDENTIFICATION NO. 5LZBE2321JR015626

YEAR 2018 MAKE ATTITUDE

BODY TYPE TRAVEL TRAILER

SHIPPING WEIGHT 6,280

H.P. (S.A.E.) N/A G.V.W.R.

NO. CYLS. 9,900 SERIES OR MODEL ATT23SA(G)

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

RVS 4 LESS
14334 HWY 41
MADERA, CA 93636

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a portable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

Eclipse Recreational Vehicles, Inc.

BY:  (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

3016 Kansas Avenue Bldg. 14
Riverside, CA 92507

CITY / STATE

NO 0023485

FORM # CO-MPI

CERTIFICATE OF ORIGIN FOR A VEHICLE

Eclipse RV, Inc.

DATE	8/3/2017	INVOICE NO.	15723
VEHICLE IDENTIFICATION NO.	5LZBE1928JR015723	YEAR	2018
BODY TYPE	TRAVEL TRAILER	MAKE	ATTITUDE
H.P. (S.A.E.)	N/A	NO. CYLS.	9,900
G.V.W.R.		SERIES OR MODEL	ATT19FB-LE
		SHIPPING WEIGHT	5,560

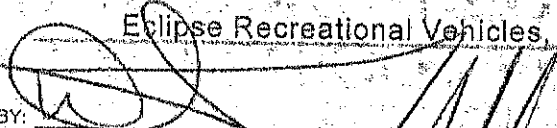
I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.
RVS 4 LESS
14334 HWY 41
MADERA, CA 93636

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems: cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a portable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

Eclipse Recreational Vehicles, Inc.

BY: 

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

3016 Kansas Avenue Bldg. 14
Riverside, CA 92507

CITY - STATE

NO 0023598

FORM # CO-MPI

CERTIFICATE OF ORIGIN FOR A VEHICLE

Eclipse RV, Inc.

DATE	8/4/2017	INVOICE NO.	15737
VEHICLE IDENTIFICATION NO.	5LZBE323XJR015737	YEAR	2018
BODY TYPE	TRAVEL TRAILER	MAKE	ATTITUDE
H.P. (S.A.E.)	N/A	SHIPPING WEIGHT	8,800
G.V.W.R.	13,000	SERIES OR MODEL	ATTL321BG(+S)
		NO. CYLS.	

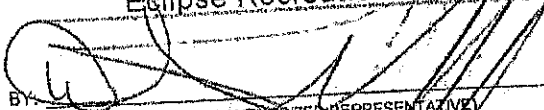
I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC. **RVS 4 LESS**
14334 HWY 41
MADERA, CA 93636

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning; a portable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply; all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

Eclipse Recreational Vehicles, Inc.

BY:  (AGENT)

3016 Kansas Avenue Bldg. 14
 Riverside, CA 92507

CITY STATE

No 0023620

FORM # CO-MPI

Department of Motor Vehicles, Investigation Division

Case Number: 20C1L07542

RV'S 4 LESS, INC.

ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 7

Five Retail Sales Contracts

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

Dealer Number 48561 Contract Number _____ R.O.S. Number _____ Stock Number N4913

Buyer Name and Address (Including County and Zip Code) KEVIN HOOVER 1640 DOCKERY AVE Selma, CA, Fresno, 93662	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) RVs4Less, Inc. 14334 Hwy 41 Madera, CA, 93638 (559) 822-7848
---	---	---

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2018	ECLIPSE ATTITUDE 19FB	N/A	5LZBE192BJR015723	<input type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
9.95 %	\$5326.37 (e)	\$21382.11 (e)	\$5708.48 (e)	\$2100.00 is \$38808.48 (e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
One Payment of	N/A	
143	254.92	Monthly beginning Sep 29 2017
	N/A	
One final payment	254.92	Aug 29 2029

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

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	\$21398.00 (A)
A. Cash Price of Motor Vehicle and Accessories	
1. Cash Price Vehicle	\$20995.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe PDI	\$ 398.00
Describe	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to)	\$ N/A (D1)
2. (paid to)	\$ N/A (D2)
3. (paid to)	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	\$ N/A (E1)

STATEMENT OF INSURANCE

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

Vehicle Insurance

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

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

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

Buyer *K. Hoover*
 Co-Buyer X
 Seller X

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

Term N/A Mos. N/A

Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X

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

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

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

13 Company N/A
 Term N/A Mos. or N/A Miles

14 Company N/A

143	254.92	Monthly beginning Sep 29 2017
	N/A	
One final payment	254.92	Aug 29 2029

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 6% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

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

Term N/A Mos. N/A

Buyer X [Signature]
Co-Buyer X _____
Seller X _____

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

1. Total Cash Price		
A. Cash Price of Motor Vehicle and Accessories		\$ 21390.00 (A)
1. Cash Price Vehicle		\$ 20995.00
2. Cash Price Accessories		\$ N/A
3. Other (Nontaxable)		\$ 395.00
Describe <u>FDI</u>		\$ N/A
B. Document Processing Charge (not a governmental fee)		\$ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee)		\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)		
1. (paid to)		\$ N/A (D1)
2. (paid to)		\$ N/A (D2)
3. (paid to)		\$ N/A (D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to)		\$ N/A (E1)
2. (paid to)		\$ N/A (E2)
F. EV Charging Station (paid to)		\$ N/A (F)
G. Sales Tax (on taxable items in A through F)		\$ 1785.11 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to)		\$ N/A (H)
I. (Optional) Service Contract(s)		
1. (paid to)		\$ N/A (I1)
2. (paid to)		\$ N/A (I2)
3. (paid to)		\$ N/A (I3)
4. (paid to)		\$ N/A (I4)
5. (paid to)		\$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 <u>N/A</u> Vehicle 2 <u>N/A</u>		\$ N/A (J)
(see downpayment and trade-in calculation)		
K. (Optional) Debt Cancellation Agreement		\$ N/A (K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement		\$ N/A (L)
M. Other (paid to) <u>N/A</u>		\$ N/A (M)
For <u>N/A</u>		
N. Other (paid to)		\$ N/A (N)
For _____		
Total Cash Price (A through N)		\$ 23256.11 (1)
2. Amounts Paid to Public Officials		
A. Vehicle License Fees		\$ 136.00 (A)
B. Registration/Transfer/Titling Fees	ESTIMATED	\$ 90.00 (B)
C. California Tire Fees		\$ N/A (C)
D. Other		\$ N/A (D)
Total Official Fees (A through D)		\$ 226.00 (2)
3. Amount Paid to Insurance Companies		
(Total premiums from Statement of Insurance)		\$ N/A (3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee		\$ N/A (4)
5. Subtotal (1 through 4)		\$ 23482.11 (5)
6. Total Downpayment		
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):		\$ N/A (A)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>		
B. Total Less Prior Credit or Lease Balance (e)		\$ N/A (B)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>		
C. Total Net Trade-In (A-B) (Indicate if negative number)		\$ N/A (C)

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

Term N/A Mos. N/A

I want to buy a debt cancellation agreement.

Buyer Signs X [Signature]

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

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

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

13 Company N/A
Term N/A Mos. or N/A Miles

14 Company N/A
Term N/A Mos. or N/A Miles

15 Company N/A
Term N/A Mos. or N/A Miles

Buyer X [Signature]

Trade-In Vehicle(s)

1. Vehicle 1
Year _____ Make _____
Model _____ Odometer _____
VIN _____

a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

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

2. Vehicle 2
Year _____ Make _____
Model _____ Odometer _____
VIN _____

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

Total Agreed Value of Property
Being Traded-In (1c+2c) \$ N/A
Total Prior Credit or Lease Balance (1d+2d) \$ N/A
Total Net Trade-In (1e+2e) \$ N/A
(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed is \$ _____

For: _____ \$ N/A (N)

Total Cash Price (A through N) _____

2. Amounts Paid to Public Officials \$ 23256.11 (1)

A. Vehicle License Fees \$ 136.00 (A)

B. Registration/Transfer/Titling Fees \$ 90.00 (B)

C. California Tire Fees \$ N/A (C)

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

Total Official Fees (A through D) \$ 226.00 (2)

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

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

5. Subtotal (1 through 4) \$ 23482.11 (5)

6. Total Downpayment \$ 2100.00 (6)

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

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

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

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

C. Total Net Trade-In (A-B) (Indicate if negative number) \$ N/A (C)

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

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

E. Manufacturer's Rebate \$ N/A (E)

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

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 2100.00 (G)

Total Downpayment (C through G) \$ 2100.00 (6)

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

7. Amount Financed (5 less 6) \$ 21382.11 (7)

Year _____ Make _____

Model _____ Odometer _____

VIN _____

a. Agreed Value of Property \$ _____

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

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

d. Prior Credit or Lease Balance \$ _____

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

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

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

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

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

OPTION: You pay no finance charge if Amount Financed, Item 7, is paid in full or before _____, Year _____

SELLER'S INITIALS _____

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

Buyer Signs X [Signature]

Co-Buyer Signs X _____

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

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

Buyer Signature X N/A

Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

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

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

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

Buyer Signs X [Signature]

Co-Buyer Signs X _____

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

Buyer Signs X [Signature]

Co-Buyer Signs X _____

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

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

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

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

S/S [Signature]

X _____

No additional terms to be entered in this box.

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

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Consumer Affairs. After this contract is signed, the seller may not change the financing or payment terms unless you agree.

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

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked
 Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs X [Signature] Co-Buyer Signs X _____

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

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

No additional terms to be entered in this box.

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X [Signature] Co-Buyer Signature X _____

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.
Buyer Signature [Signature] Date Aug 29 2017 Co-Buyer Signature X _____ Date Aug 29 2017

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

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

Seller Sign [Signature] Date 8/29/17 By [Signature] Title _____

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

Dealer Number _____ Contract Number _____ R/O/S Number _____ Stock Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller/Creditor (Name and Address)
---	--	------------------------------------

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
					<input type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of
%	\$ (e)	\$ (e)	\$ (e)	\$ (e)

(e) means an estimate

STATEMENT OF INSURANCE

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

Vehicle Insurance		Term	Premium
<input type="checkbox"/>	Ded. Comp. Fire & Theft	Mos.	\$
<input type="checkbox"/>	Ded. Collision	Mos.	\$
<input type="checkbox"/>	Body Injury Limits	Mos.	\$
<input type="checkbox"/>	Property Damage Limits	Mos.	\$
<input type="checkbox"/>	Medical	Mos.	\$
<input type="checkbox"/>		Mos.	\$
Total Vehicle Insurance Premiums			\$

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

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

Buyer X _____
Co-Buyer X _____
Seller X _____

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of		
One Payment of		
One Payment of		Monthly, beginning
One final payment		

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

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

- 1. Total Cash Price (A)
 - A. Cash Price of Motor Vehicle and Accessories \$ (A)
 - 1. Cash Price Vehicle \$
 - 2. Cash Price Accessories \$
 - 3. Other (Notifiable) \$
 - Describe _____
 - Describe _____
 - B. Document Processing Charge (not a governmental fee) \$ (B)
 - C. Emissions Testing Charge (not a governmental fee) \$ (C)
 - D. (Optional) Theft Deterrent Device(s)
 - 1. (paid to) \$ (D1)
 - 2. (paid to) \$ (D2)
 - 3. (paid to) \$ (D3)
- E. (Optional) Surface Protection Product(s)
 - 1. (paid to) \$ (E)
 - 2. (paid to) \$

OPTIONAL DEBT CANCELLATION AGREEMENT

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

Term _____ Mos. Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X _____

OPTIONAL SERVICE CONTRACT(S)

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

- 1. Company _____
Term _____ Mos. or _____
- 2. Company _____
Term _____ Mos. or _____
- 3. Company _____
Term _____ Mos. or _____
- 4. Company _____

Prepayment: If you pay early, you may be charged a minimum finance charge.
 Security Interest: You are giving a security interest in the vehicle being purchased.
 Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

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

Total Cash Price	\$ _____	(A)
A. Cash Price of Motor Vehicle and Accessories	\$ _____	
1. Cash Price Vehicle	\$ _____	
2. Cash Price Accessories	\$ _____	
3. Other (Nontaxable)	\$ _____	
Describe _____	\$ _____	
Describe _____	\$ _____	
B. Document Processing Charge (not a governmental fee)	\$ _____	(B)
C. Emissions Testing Charge (not a governmental fee)	\$ _____	(C)
D. (Optional) Theft Deterrent Device(s)		
1. (paid to) _____	\$ _____	(D1)
2. (paid to) _____	\$ _____	(D2)
3. (paid to) _____	\$ _____	(D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to) _____	\$ _____	(E1)
2. (paid to) _____	\$ _____	(E2)
F. EV Charging Station (paid to) _____	\$ _____	(F)
G. Sales Tax (on taxable items in A through F)	\$ _____	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) _____	\$ _____	(H)
I. (Optional) Service Contract(s)		
1. (paid to) _____	\$ _____	(I1)
2. (paid to) _____	\$ _____	(I2)
3. (paid to) _____	\$ _____	(I3)
4. (paid to) _____	\$ _____	(I4)
5. (paid to) _____	\$ _____	(I5)
J. Prior Credit or Lease Balance (a) paid by Seller to		
Vehicle 1 _____ Vehicle 2 _____	\$ _____	(J)
(see downpayment and trade-in calculation)		
K. (Optional) Debt Cancellation Agreement	\$ _____	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ _____	(L)
M. Other (paid to) _____	\$ _____	(M)
For _____		
N. Other (paid to) _____	\$ _____	(N)
For _____		
Total Cash Price (A through N)	\$ _____	(1)
2. Amounts Paid to Public Officials		
A. Vehicle License Fees	\$ _____	(A)
B. Registration/Transfer/Titling Fees	\$ _____	(B)
C. California Tire Fees	\$ _____	(C)
D. Other _____	\$ _____	(D)
Total Official Fees (A through D)	\$ _____	(2)
Amount Paid to Insurance Companies		
(Total premiums from Statement of Insurance)	\$ _____	(3)
3. State Emissions Certification Fee or 13 State Emissions Exemption Fee	\$ _____	(4)
Subtotal (1 through 4)	\$ _____	(5)
Total Downpayment		
Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s))	\$ _____	(A)
Vehicle 1 _____ Vehicle 2 _____		
Total Less Prior Credit or Lease Balance (a)	\$ _____	(B)
Vehicle 1 _____ Vehicle 2 _____		
Total Net Trade-In (A-B) (could be a negative number)	\$ _____	(C)
Vehicle 1 _____ Vehicle 2 _____		
Total Net Trade-In (C) to arrive at the payout amount shown as the Prior Credit or Lease Balance (a) in the Itemization of Amount Financed	\$ _____	(6)

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

Term _____ Mos. _____
 Debtor: _____ Debti Cancellation Agreement
 I want to buy a debt cancellation agreement.

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

11 Company _____
 Term _____ Mos. or _____ Miles _____
 12 Company _____
 Term _____ Mos. or _____ Miles _____
 13 Company _____
 Term _____ Mos. or _____ Miles _____
 14 Company _____
 Term _____ Mos. or _____ Miles _____
 15 Company _____
 Term _____ Mos. or _____ Miles _____

Buyer X _____

Trade-In Vehicle(s)

1. Vehicle 1
 Year _____ Make _____
 Model _____ Odometer _____
 VIN _____
 a. Agreed Value of Property \$ _____
 b. Buyer/Co-Buyer Retained Trade Equity \$ _____
 c. Agreed Value of Property Being Traded-In (a-b) \$ _____
 d. Prior Credit or Lease Balance \$ _____
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ _____

2. Vehicle 2
 Year _____ Make _____
 Model _____ Odometer _____
 VIN _____
 a. Agreed Value of Property \$ _____
 b. Buyer/Co-Buyer Retained Trade Equity \$ _____
 c. Agreed Value of Property Being Traded-In (a-b) \$ _____
 d. Prior Credit or Lease Balance \$ _____
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ _____

Total Agreed Value of Property Being Traded-In (1(c)-2(c)) \$ _____
Total Prior Credit or Lease Balance (1(d)-2(d)) \$ _____
Total Net Trade-In (1(e)-2(e)) \$ _____
 (See Item 6A in the Itemization of Amount Financed)

Buyer Signs X _____
 Co-Buyer Signs X _____

Amount Financed (if less than \$5000, this amount is an estimate)

Information from you and the lender or lessor of the trade-in vehicle(s) or its dealer. If the actual payout amount is less than the amount shown as the prior credit or lease balance, the actual payout amount will be used. Except as

Amount Financed (Line 7) is paid before Year
SELLER'S INITIALS
Agreement to Arbitrate: By signing below, you agree to the Arbitration Provision on this contract. This contract may be void if it is not signed by both the Buyer and the Seller.
Buyer Signs X
Co-Buyer Signs X

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the NOTICE on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.
Buyer Signature X
Co-Buyer Signature X

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
 Name of autobroker receiving fee, if applicable: **AUTO BROKER FEE DISCLOSURE**

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

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

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WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X
Co-Buyer X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this agreement; (3) You can prepay the full amount due under this agreement at any time; (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X
Co-Buyer Signature X

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION.
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

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

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any amount owed on this contract, each Guarantor must pay when asked. Each Guarantor will be liable for the total amount owed even if other persons also sign as Guarantor, and even if Buyer is a complete delinquent. Guarantors demand no reimbursement. Each Guarantor agrees to be liable, even if we do one or more of the following: (1) title the Buyer or allow to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise (each a settlement) relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completely filled-in copy of this contract and Guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.
Guarantor X _____ Date _____
Address _____
Guarantor X _____
Address _____

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

Dealer Number 48551 Contract Number _____ R.O.S. Number _____ Stock Number n4811

Buyer Name and Address (Including County and Zip Code) ERNEST R MUNDAY 1240 N MARGARET ST Tulare, CA, Tulare, 93274	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) RV4Less, Inc. 14334 Hwy 41 Madera, CA, 93638 (559) 822-7848
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	ATTITUDE 275A ATTITUDE 275A	N/A	5LZBE2722JR015578	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 36611.19 (e)	\$ 36611.19 (e)	\$ 37611.19 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
One Payment of	N/A	
	N/A	Monthly beginning
	N/A	
One final payment	36611.19	Oct 16 2017

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

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

1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 34390.00 (A)
1. Cash Price Vehicle	\$ 33995.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe <u>PDI</u>	\$ 395.00
Describe _____	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 00.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) _____	\$ N/A (D1)
2. (paid to) _____	\$ N/A (D2)
3. (paid to) _____	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
_____	\$ N/A (E1)

STATEMENT OF INSURANCE

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

Vehicle Insurance

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

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

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

Buyer _____
Co-Buyer X _____
Seller X _____

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in Item 11. (For the limitation of amount financed, see your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.)

Term N/A Mos. N/A
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X _____

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

11 Company <u>N/A</u>	Term <u>N/A</u> Mos. of <u>N/A</u> Miles
12 Company <u>N/A</u>	Term <u>N/A</u> Mos. or <u>N/A</u> Miles
13 Company <u>N/A</u>	Term <u>N/A</u> Mos. of <u>N/A</u> Miles
14 Company <u>N/A</u>	Term <u>N/A</u> Mos. of <u>N/A</u> Miles

Security Interest. You are giving a security interest in the vehicle being purchased.
 Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

OPTIONAL DEBT CANCELLATION AGREEMENT A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 11 of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X

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

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 34398.00 (A)

1. Cash Price Vehicle \$ 33995.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) \$ 395.00

Describe FDI

Describe N/A

B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) \$ N/A (D1)

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

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

E. (Optional) Surface Protection Product(s)

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

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

F. EV Charging Station (paid to) \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2811.19 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) \$ N/A (H)

I. (Optional) Service Contract(s)

1. (paid to) \$ N/A (I1)

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

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

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

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

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

(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ N/A (K)

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

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

For N/A

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

For _____

Total Cash Price (A through N) \$ 37281.19 (1)

2. Amounts Paid to Public Officials \$ 228.00 (A)

A. Vehicle License Fees \$ 228.00 (A)

B. Registration/Transfer/Titling Fees \$ 98.00 (B)

C. California Tire Fees \$ N/A (C)

D. Other \$ 20.00 (D)

Total Official Fees (A through D) \$ 326.00 (2)

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

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

5. Subtotal (1 through 4) \$ 37611.19 (5)

6. Total Downpayment \$ 1000.00 (6)

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

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

B. Total Less Prior Credit or Lease Balance (e)

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

C. Total Net Trade-In (A-B) (indicate if negative number)

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

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

E. Manufacturer's Rebate \$ N/A (E)

F. Other \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 1000.00 (G)

Total Downpayment (C through G) \$ 1000.00 (6)

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

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

11 Company N/A

Term N/A Mos. or N/A Miles

12 Company N/A

Term N/A Mos. or N/A Miles

13 Company N/A

Term N/A Mos. or N/A Miles

14 Company N/A

Term N/A Mos. or N/A Miles

15 Company N/A

Term N/A Mos. or N/A Miles

Buyer Signs X

Trade-In Vehicle(s)

1. Vehicle 1

Year _____ Make _____

Model _____ Odometer _____

VIN _____

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

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

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

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

2. Vehicle 2

Year _____ Make _____

Model _____ Odometer _____

VIN _____

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

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

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

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

Total Agreed Value of Property \$ N/A

Being Traded-In (1c+2c) \$ N/A

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

Total Net Trade-In (1e+2e) \$ N/A

(*See item 8A-8C in the Itemization of Amount Financed)

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

SELLER'S INITIALS _____

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

Buyer Signs _____

6. Total Downpayment **\$ 37611.19 (5)**

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

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

B. Total Less Prior Credit or Lease Balance (e)

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

C. Total Net Trade-In (A-B) (Indicate if negative number)

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

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

E. Manufacturer's Rebate \$ N/A (E)

F. Other \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 1000.00 (G)

Total Downpayment (C through G) **\$ 1000.00 (6)**

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

7. Amount Financed (5 less 6) **\$ 36611.19 (7)**

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

Total Net Trade-In (1e+2e) \$ N/A

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

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

SELLER'S INITIALS _____

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

Buyer Signs X

Co-Buyer Signs X

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

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

Buyer Signature X N/A

Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

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

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and signed by you and we must sign. All changes are binding.

Buyer Signs X

Co-Buyer Signs X

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

Buyer Signs X

Co-Buyer Signs X

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

WARNING:

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

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

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

Buyer Signs X

Co-Buyer Signs X

No additional terms to be entered in this box.

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

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

Buyer Signature X

Co-Buyer Signature X

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

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

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

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

This contract is a financial institution will agree

Buyer

Co-Buyer X

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

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

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

S/S

X

No additional terms to be entered in this box.

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

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

Buyer Signature

Co-Buyer Signature X

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

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

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

Buyer Signature

Date Sep 16 2017 Co-Buyer Signature X

Date Sep 16 2017

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

Other Owner Signature X

N/A

Address

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

Guarantor X N/A

Date

Guarantor X N/A

Date

Address N/A

Address N/A

Seller Sign

Rosales

Date

9/16/17

By X

Nile Mah

Title

ILAW

FORM NO. 653-CA-ABS (REV. 7/16)

©2013 The Reynolds and Reynolds Company TO ORDER: www.rc.com; 1-800-344-0688; fax 1-800-681-0656

THE BUYER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

ORIGINAL LIENHOLDER

LAW 553-CA-ARB-eps 7/16

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

Dealer Number 48561 Contract Number _____ R.O.S. Number _____ Stock Number N4914

Buyer Name and Address (Including County and Zip Code) ROBERT M AUSTIN 1841 WALNUT DR Lake Havasu City, AZ, Mohave, 86406 (928) 486-2811	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) RVs4Less, Inc. 14334 Hwy 41 Madera, CA, 93638 (559) 822-7848
--	--	---

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2018	ATTITUDE 321BG		5LZBE323XJR015737	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of</small>
0.00 %	\$ 0.00 (e)	\$ 39,440.00 (e)	\$ 39,440.00 (e)	\$ 4,645.00 is \$ 44,085.00 (e)
<small>(e) means an estimate</small>				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
One Payment of	N/A	
	N/A	Monthly beginning
	N/A	
One final payment	39,440.00	09/20/2017

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

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

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

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

Buyer X _____
 Co-Buyer X _____
 Seller X _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 7 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____
 Co-Buyer Signs X _____

AUTO BROKER FEE DISCLOSURE

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

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

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

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any coverage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X _____

N/A

Co-Buyer Signature X _____

N/A

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

Buyer Signs X _____

Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X _____

Co-Buyer X _____

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

WARNING:

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

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

Buyer X _____

X _____

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the Insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the Insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the Insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the Insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the Insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the Insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the Insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Buyer Signs X _____

Co-Buyer Signs X _____

ORIGINAL

LAW 553-CA-ARB-eps 7/16 v1 Page 3 of 7

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

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

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property;
- The vehicle is lost, damaged or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree that you will within a reasonable time notify us of any change in your name, address, or employment.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

Seller's Right to Cancel

- Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

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

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



Buyer Signs X

Co-Buyer Signs X

No additional terms to be entered in this box.

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

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

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

Buyer Signature X 

Co-Buyer Signature X _____

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

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

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

YOU AGREE TO THE TERMS OF THIS CONTRACT, YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 7 OF THIS CONTRACT, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X 

Date 09/19/2017 Co-Buyer Signature X _____

Date 09/19/2017

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

Other Owner Signature X _____

Address _____

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

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

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

Seller Signs _____

RVs4Less, Inc.

Date 09/19/2017

By X _____

Title Manager

Buyer Signs X _____

Co-Buyer Signs X _____

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Seller assigns its interest in this contract to

(Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse

Assigned without recourse

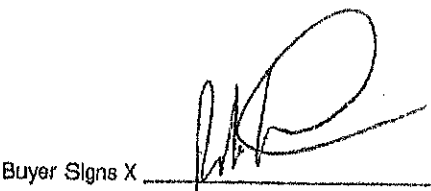
Assigned with limited recourse

Seller RVs4Less, Inc.

By 

Title Manager

Buyer Signs X _____ Co-Buyer Signs X _____



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

Dealer Number Contract Number R.O.S. Number Stock Number 4477A

Buyer Name and Address (Including County and Zip Code) JAMES DALE WICKERS 716 PEAR ST Madera, CA, Madera, 93638	Co-Buyer Name and Address (Including County and Zip Code) FELICIA M. BROWN 716 PEAR ST Madera, CA, Madera, 93638	Seller-Creditor (Name and Address) RVSAL, INC. 14334 Hwy 41 Madera, CA, 93638 (559) 822-7848
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NCM	2018	ATITUDE 30050	N/A	5L1ZE3230JR015164	<input type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
8.99 %	\$ 0.00 (e)	\$ 45473.13 (e)	\$ 45473.13 (e)	\$ 45473.13 (e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
One Payment of	N/A	
	N/A	Monthly beginning
	N/A	
	N/A	
One final payment	45473.13	May 18 2018

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

ITEMIZATION OF THE AMOUNT FINANCED. (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 42350.00 (A)
1. Cash Price Vehicle	\$ 41995.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ 355.00
Describe <u>FDI</u>	\$ 355.00
Describe <u> </u>	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 88.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u> </u>	\$ N/A (D1)
2. (paid to) <u> </u>	\$ N/A (D2)
3. (paid to) <u> </u>	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u> </u>	\$ N/A (E1)

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	___ Mos.	\$ N/A
\$ N/A Ded. Collision	___ Mos.	\$ N/A
Bodily Injury \$ N/A Limits	___ Mos.	\$ N/A
Property Damage \$ N/A Limits	___ Mos.	\$ N/A
Medical	___ Mos.	\$ N/A
	___ Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

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

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

Buyer
 Co-Buyer
 Seller

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

Term Mos. Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs

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

11 Company N/A
 Term Mos. or Miles

12 Company N/A
 Term Mos. or Miles

13 Company N/A
 Term Mos. or Miles

14 Company N/A

Describe PAI \$ 450.00 (V)

Describe _____ \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 00.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) _____ \$ N/A (D1)

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

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

E. (Optional) Surface Protection Product(s)

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

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

F. EV Charging Station (paid to) _____ \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2471.19 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) _____ \$ N/A (H)

I. (Optional) Service Contract(s)

1. (paid to) _____ \$ N/A (I1)

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

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

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

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

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

K. (Optional) Debt Cancellation Agreement \$ N/A (K)

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

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

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

Total Cash Price (A through N) \$ 450.00 (1)

2. **Amounts Paid to Public Officials**

A. Vehicle License Fees \$ 272.00 (A)

B. Registration/Transfer/Titling Fees ESTIMATED \$ 249.00 (B)

C. California Tire Fees \$ N/A (C)

D. Other Car Wash \$ 29.00 (D)

Total Official Fees (A through D) \$ 550.00 (2)

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

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

5. **Subtotal (1 through 4)** \$ 45473.19 (5)

6. **Total Downpayment**

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

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

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

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

C. Total Net Trade-In (A-B) (Indicate if negative number) \$ N/A (C)

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

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

E. Manufacturer's Rebate \$ N/A (E)

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

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (G)

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

7. **Amount Financed (\$ less 6)** \$ 46423.19 (7)

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

I1 Company N/A
Term N/A Mos. or N/A Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X _____

Trade-In Vehicle(s)

1. **Vehicle 1**
Year _____ Make _____
Model _____ Odometer _____
VIN _____

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

2. **Vehicle 2**
Year _____ Make _____
Model _____ Odometer _____
VIN _____

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

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A

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

Total Net Trade-In (1e+2e) \$ N/A

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

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

SELLER'S INITIALS _____

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

Buyer Signs X: _____
Co-Buyer Signs X: _____

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

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

Buyer Signature X _____
Co-Buyer Signature X _____

(Total premiums from Statement of Insurance) \$ _____ (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ _____ (4)

5. Subtotal (1 through 4) \$ 45,477.19 (6)

6. Total Downpayment

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

Vehicle 1 \$ _____ Vehicle 2 \$ _____

B. Total Less Prior Credit or Lease Balance (e) \$ _____ (B)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

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

Vehicle 1 \$ _____ Vehicle 2 \$ _____

D. Deferred Downpayment Payable to Seller \$ _____ (D)

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

F. Other \$ _____ (F)

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

Total Downpayment (C through G) \$ _____ (6)

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

7. Amount Financed (5 less 6) \$ 45,477.19 (7)

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

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

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

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

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

SELLER'S INITIALS _____

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

Buyer Signs X: *[Signature]*

Co-Buyer Signs X: *[Signature]*

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

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

Buyer Signature X: *[Signature]* Co-Buyer Signature X: *[Signature]*

AUTO BROKER FEE DISCLOSURE

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

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

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

Buyer Signs X: _____ Co-Buyer Signs X: _____

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

Buyer X: _____ Co-Buyer X: _____

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

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

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

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

S/S X: _____ X: _____

No additional terms to be entered in this box.

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

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

Buyer Signature X: *[Signature]* Co-Buyer Signature X: *[Signature]*

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

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

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

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE

Buyer X

Co-Buyer X

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

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

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

3/6 X

X

No additional terms to be entered in this box.

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

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

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

Buyer Signature X

Co-Buyer Signature X

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

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

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

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

Buyer Signature X

Date

Co-Buyer Signature X

Date

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

Other Owner Signature X

Address

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

Guarantor X

Date

Guarantor X

Date

Address

Address

Seller Signs

Date

By X

Title

LAW FORM NO. 553-CA-ARB (REV. 7/19)

©2016 The Reynolds and Reynolds Company TO ORDER: www.reynolds.com 1-800-844-0928 fax 1-800-531-0655

THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

ORIGINAL LIENHOLDER

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

EVIDENCE 8

Four REG 397 for vehicles sold by RV's 4 Less



APPLICATION FOR REGISTRATION OF NEW VEHICLE
FOR DEPARTMENT USE ONLY

38264411

CASHIER DATE LINE STAMP

DATE FIRST SOLD AS A NEW VEHICLE (MM/DD/YYYY) 08.29.17		DATE FIRST OPERATED (MM/DD/YYYY) 08.29.17		NRM/IND	
MAKE Eclipse	YEAR MODEL 2018/Attitude	BODY TYPE CCH	MOTIVE POWER —	NUMBER OF AXLES 2	UNLADEN WEIGHT
VEHICLE IDENTIFICATION NUMBER 5LZBE1928JR215723		M/C ENGINE NUMBER OR ADDITIONAL IDENTIFICATION NUMBER		OHV/MOTORCYCLE DEALERS ONLY <input type="checkbox"/> On-Highway <input type="checkbox"/> Off-Highway	
FOR CAMP TRAILERS AND TRAILER COACHES	LENGTH IN INCHES	WIDTH IN INCHES	GVWR (PICKUPS ONLY)	COUNTY OF RESIDENCE	
SOLD TO: PRINT TRUE FULL NAME AS IT APPEARS ON THE DRIVER LICENSE OR ID CARD IN THE ORDER SHOWN BELOW (1) Hoover Kevin			EQUIPMENT NUMBER	DRIVER LICENSE/ID CARD NO. N7702549	
<input type="checkbox"/> AND <input type="checkbox"/> OR (2)	LAST	FIRST	MIDDLE	SUFFIX	DRIVER LICENSE/ID CARD NO.
BUSINESS OR RESIDENCE ADDRESS 1640 Dockery Ave		APT /STE NO	CITY Selma	STATE CA	ZIP CODE 93662
MAILING ADDRESS—IF DIFFERENT FROM ABOVE (OR LOCATION IF TRAILER COACH)		APT /STE NO	CITY	STATE	ZIP CODE
LIENHOLDER OR LEGAL OWNER—PRINT TRUE FULL NAME (IF NONE, MUST PRINT "NONE" AND INITIAL) OE Federal Credit Union				ELECTRONIC LIENHOLDER ID # ELT# 056	
BUSINESS OR RESIDENCE ADDRESS PO BOX 5073		APT /STE NO	CITY Livermore	STATE CA	ZIP CODE 94551
LESSEE ADDRESS—REQUIRED WHEN DIFFERENT FROM REGISTERED OWNER ABOVE		APT /STE NO	CITY	STATE	ZIP CODE

If a passenger vehicle, will it be used for hire or to provide a service of transporting passengers in conjunction with a business?
 Yes No

APPLICANT'S CERTIFICATION: I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	BUYER'S SIGNATURE(S) (1) [Signature] POA RVS 4 US (2) X
------	---

CERTIFICATE OF COST—The dealer signing the certification certifies under penalty of perjury under the laws of the State of California that the cost of the vehicle entered in the Certificate of Cost includes the cost of any equipment that is physically attached to the vehicle, plus any trade-in allowances (exclude state or local taxes, insurance and finance charges).

A — Cost of vehicle purchased as a:	<input checked="" type="checkbox"/> Complete vehicle	<input type="checkbox"/> Chassis only	<input type="checkbox"/> Cab and chassis	DATE PURCHASED/ACQUIRED 08.29.17	COST 20,995.—
B — Cost of trailer coach including all permanently attached items (wall to wall carpeting, factory air conditioning, built-in appliances, etc.).					

ODOMETER DISCLOSURE STATEMENT

Federal and state law requires that you state the mileage upon transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. The odometer reading is (no tenths) miles, and to the best of my knowledge reflects the ACTUAL mileage unless one of the following statements is checked.

WARNING — Is NOT the actual mileage. Mileage EXCEEDS the odometer mechanical limits.

I/we certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. DEALER'S NUMBER **48561**

DATE	SIGNATURE OF SELLER OR COMPANY AGENT [Signature]	HAND PRINTED SELLER'S FULL NAME/COMPANY AGENT Vernice Quintan RVS 4 Less	ADDRESS 14334 HWY 41 Madera CA 93634
DATE	SIGNATURE OF BUYER OR COMPANY AGENT [Signature]	HAND PRINTED BUYER'S FULL NAME/COMPANY AGENT Kevin Hoover	ADDRESS 1640 Dockery Ave Selma CA 93662

REG 397 (REV 11/2011)

— DMV copy —



APPLICATION FOR REGISTRATION OF NEW VEHICLE FOR DEPARTMENT USE ONLY

38264540

CASHIER DATE LINE STAMP Stock No. n4011

DATE FIRST SOLD AS A NEW VEHICLE (MM/DD/YYYY) 09/16/2017 DATE FIRST OPERATED (MM/DD/YYYY) 09/23/2017 NRM/IND MAKE ATTITUDE 279A YEAR MODEL 2010 ATTITUDE 279A BODY TYPE CCH MOTIVE POWER Gas (D) NUMBER OF AXLES 2 UNLADEN WEIGHT VEHICLE IDENTIFICATION NUMBER 5LZBE2722JR015578 M/C ENGINE NUMBER OR ADDITIONAL IDENTIFICATION NUMBER OFF/MOTORCYCLE DEALERS ONLY [] On-Highway [] Off-Highway FOR CAMP TRAILERS AND TRAILER COACHES LENGTH IN INCHES WIDTH IN INCHES GVWR (PICKUPS ONLY) COUNTY OF RESIDENCE Tulare

SOLD TO: PRINT TRUE FULL NAME AS IT APPEARS ON THE DRIVER LICENSE OR ID CARD IN THE ORDER SHOWN BELOW EQUIPMENT NUMBER DRIVER LICENSE/ID CARD NO. (1) MUNDAY ERNEST R N4489605 AND LAST FIRST MIDDLE SUFFIX DRIVER LICENSE/ID CARD NO.

BUSINESS OR RESIDENCE ADDRESS 1240 N MARGARET ST APT./STE NO CITY Tulare STATE CA ZIP CODE 93274 MAILING ADDRESS--IF DIFFERENT FROM ABOVE (OR LOCATION IF TRAILER COACH) APT./STE NO CITY STATE ZIP CODE

LIENHOLDER OR LEGAL OWNER--PRINT TRUE FULL NAME (IF NONE, MUST PRINT "NONE" AND INITIAL) State Farm FCU ELECTRONIC LIENHOLDER ID, # ELT# BUSINESS OR RESIDENCE ADDRESS APT./STE NO CITY Richardson STATE TX ZIP CODE 75085

LESSEE ADDRESS--REQUIRED WHEN DIFFERENT FROM REGISTERED OWNER ABOVE APT./STE NO CITY STATE ZIP CODE

If a passenger vehicle, will it be used for hire or to provide a service of transporting passengers in conjunction with a business? [] Yes [X] No

APPLICANT'S CERTIFICATION: I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. DATE 09/16/2017 BUYER'S SIGNATURE (S) [Signature] POA Business V. Quintana (2) X

CERTIFICATE OF COST--The dealer signing the certification certifies under penalty of perjury under the laws of the State of California that the cost of the vehicle entered in the Certificate of Cost includes the cost of any equipment that is physically attached to the vehicle, plus any trade-in allowances (exclude state or local taxes, insurance and finance charges).

DATE PURCHASED/ACQUIRED 09/16/2017 COST 33995.00 A-- Cost of vehicle purchased as a [X] Complete vehicle [] Chassis only [] Cab and chassis B-- Cost of trailer coach including all permanently attached items (wall to wall carpeting, factory air conditioning, built-in appliances, etc.).

ODOMETER DISCLOSURE STATEMENT

Federal and state law requires that you state the mileage upon transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. The odometer reading is [0][0][0][0][0][0] (no tenths) miles, and to the best of my knowledge reflects the ACTUAL mileage unless one of the following statements is checked.

WARNING -- [] is NOT the actual mileage. [] Mileage EXCEEDS the odometer mechanical limits. DEALER'S NUMBER 48561 If we certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE 09/16/2017 SIGNATURE OF SELLER OR COMPANY AGENT [Signature] HAND PRINTED SELLER'S FULL NAME/COMPANY AGENT ADDRESS 14334 Hwy 41 RVs4Less, Inc. Veronica Quintana Madera, CA, 93638 DATE 09/16/2017 SIGNATURE OF BUYER OR COMPANY AGENT [Signature] POA Business HAND PRINTED BUYER'S FULL NAME/COMPANY AGENT ADDRESS ERNEST R MUNDAY 1240 N MARGARET ST Tulare, CA, 93274



APPLICATION FOR REGISTRATION OF NEW VEHICLE
FOR DEPARTMENT USE **RVS-A-LESS, INC. #48561**

38300991

CASHER DATE LINE STAMP

Stock No. N4734

DATE FIRST SOLD AS A NEW VEHICLE (MM/DD/YYYY) **05/17/2018** DATE FIRST OPERATED (MM/DD/YYYY) **05/17/2018** NRM/ND

MAKE **ATTITUDE** YEAR MODEL **2018** BODY TYPE **32688 CCH** MOTIVE POWER **Gas** NUMBER OF AXLES **2** UNLADEN WEIGHT **10,000**

VEHICLE IDENTIFICATION NUMBER **5LZBE3230JR015164** M/O ENGINE NUMBER OR ADDITIONAL IDENTIFICATION NUMBER **015164** OHV/MOTORCYCLE DEALERS ONLY
 On-Highway Off-Highway

FOR CAMP TRAILERS AND TRAILER COACHES LENGTH IN INCHES **384** WIDTH IN INCHES **96** GVWR (PICKUPS ONLY) COUNTY OF RESIDENCE **Madera**

SOLD TO: PRINT TRUE FULL NAME AS IT APPEARS ON THE DRIVER LICENSE OR ID CARD IN THE ORDER SHOWN BELOW **(1) BOUNDS JAMES DALE** EQUIPMENT NUMBER DRIVER LICENSE/ID CARD NO **C1043260**

AND LAST **BOUNDS FELICIA M** FIRST MIDDLE SUFFIX DRIVER LICENSE/ID CARD NO **A5031935**

BUSINESS OR RESIDENCE ADDRESS **716 PEAR ST** APT./STE. NO. CITY **Madera** STATE ZIP CODE **CA 93638**

MAILING ADDRESS—IF DIFFERENT FROM ABOVE (OR LOCATION IF TRAILER COACH) APT./STE. NO. CITY STATE ZIP CODE

LIENHOLDER OR LEGAL OWNER—PRINT TRUE FULL NAME (IF NONE, MUST PRINT "NONE" AND INITIAL) **NONE** ELECTRONIC LIENHOLDER ID # ELT#

BUSINESS OR RESIDENCE ADDRESS APT./STE. NO. CITY STATE ZIP CODE

LESSEE ADDRESS—REQUIRED WHEN DIFFERENT FROM REGISTERED OWNER ABOVE APT./STE. NO. CITY STATE ZIP CODE

If a passenger vehicle, will it be used for hire or to provide a service of transporting passengers in conjunction with a business?
 Yes No

APPLICANT'S CERTIFICATION: I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
DATE **05/17/2018** BUYER'S SIGNATURE(S) **POA RVS-A-LESS VQUINTERO**

CERTIFICATE OF COST—The dealer signing the certification certifies under penalty of perjury under the laws of the State of California that the cost of the vehicle entered in the Certificate of Cost includes the cost of any equipment that is physically attached to the vehicle, plus any trade-in allowances (exclude state or local taxes, insurance and finance charges).
DATE PURCHASED/ACQUIRED **05/17/2018** COST **41995.00**

A—Cost of vehicle purchased as at: Complete vehicle Chassis only Cab and chassis
B—Cost of trailer coach including all permanently attached items (wall to wall carpeting, factory air conditioning, built-in appliances, etc.).

ODOMETER DISCLOSURE STATEMENT

Federal and state law requires that you state the mileage upon transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment.
The odometer reading is (no tenths) miles, and to the best of my knowledge reflects the ACTUAL mileage unless one of the following statements is checked.

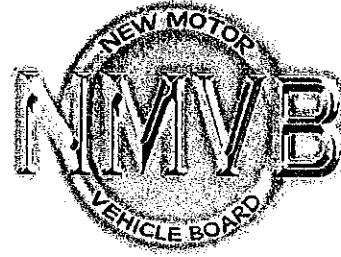
WARNING — Is NOT the actual mileage. Mileage EXCEEDS the odometer mechanical limits.

I/we certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. DEALER'S NUMBER **48561**

DATE	SIGNATURE OF SELLER OR COMPANY AGENT	HAND PRINTED SELLER'S FULL NAME/COMPANY AGENT	ADDRESS
05/17/2018	<i>[Signature]</i>	VERONICA VQUINTERO	14334 Hwy 41 Madera, CA, 93638
DATE	SIGNATURE OF BUYER OR COMPANY AGENT	HAND PRINTED BUYER'S FULL NAME/COMPANY AGENT	ADDRESS
05/17/2018	<i>[Signature]</i>	JAMES DALE BOUNDS	716 PEAR ST Madera, CA, 93638

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

ATTACHMENT 1



MEMO

To : TOM WILSON
Chief of Investigations
Department of Motor Vehicles

Date: December 18, 2019

From : TIMOTHY M. CORCORAN *Tmc*
Executive Director
New Motor Vehicle Board
(916) 445-1888

Subject: FORMAL REQUEST FOR INVESTIGATION OF ALLEGED VEHICLE CODE VIOLATIONS BY ECLIPSE RECREATIONAL VEHICLES, INC. AND RV'S-4-LESS, INC., dba RVS 4 LESS

On April 26, 2018, RV's-4-Less, Inc., dba RVs 4 Less ("RVs 4 Less") filed a Vehicle Code¹ section 3070 termination protest against Eclipse Recreational Vehicles, Inc. ("Eclipse"). In August 2018, Eclipse filed a motion to dismiss the protest asserting that the New Motor Vehicle Board ("Board") does not have jurisdiction to consider the protest because there is no RV franchise in existence between the parties. RVs 4 Less argued that there is a written agreement between the parties that satisfies the requirements of a recreational vehicle franchise as defined by Section 331.3; in particular, whether the written agreement must be signed in behalf of Eclipse and whether it was so signed.

The parties engaged in discovery and submitted a number of depositions in support of and in opposition to the motion to dismiss. According to the assigned Administrative Law Judge, Anthony M. Skrocki, the depositions submitted contain uncontested evidence of illegal conduct by both parties.

The alleged Vehicle Code violations by Eclipse are:

- Section 11713.22(a): Although there was a mutual agreement to enter into an RV franchise (both oral and implied from conduct), Eclipse failed or refused to provide to RVs 4 Less an RV franchise that complied with Section 331.3.
- Section 11713.23(a): Eclipse sold new RVs to RVs 4 Less without having first entered into a written RV franchise that complied with Section 331.3 and that was signed by both parties.

¹ All statutory references are to the California Vehicle Code unless noted otherwise.

- Section 11713.23(c)(1): Eclipse shipped new RVs to RVs 4 Less without an RV franchise that was signed by both parties.

The alleged Vehicle Code violations by RVs 4 Less are:

- Section 11713.23(b): RVs 4 Less sold new RVs without having first entered into a written RV franchise that complies with Section 331.3 and has been signed by both parties.
- Section 11713.23(c)(2): RVs 4 Less received new RVs from Eclipse without an RV franchise that was signed by both parties.

Section 331.3 defines a recreational vehicle franchise "as a written agreement between two or more persons having both of the following conditions:"

- (a) A commercial relationship of definite duration or continuing indefinite duration.
- (b) The franchisee is granted the right to offer for sale or lease, or to sell or lease at retail, new recreational vehicles, as defined in subdivision (a) of Section 18010 of the Health and Safety Code, that are manufactured or distributed by the franchisor, or the right to perform authorized warranty repairs and service, or the right to perform any combination of these activities.

Section 11713.22 pertains to written recreational vehicle franchise agreements and states as follows:

- (a) Upon mutual agreement of the parties to enter into a recreational vehicle franchise, it is unlawful and a violation of this code for a manufacturer... licensed under this code to fail or refuse to provide a recreational vehicle dealer with a written recreational vehicle franchise that complies with the requirements of Section 331.3.

...

Section 11713.23 pertains to the sale of new recreational vehicles and the requirement that there be a written and signed recreational vehicle franchise as follows:

- (a) A recreational vehicle manufacturer ... licensed under this code shall not sell a new recreational vehicle in this state to or through a recreational vehicle dealer without having first entered into a written recreational vehicle franchise with that recreational vehicle dealer, that complies with the requirements of Section 331.3 and that has been signed by both parties.

- (b) A recreational vehicle dealer shall not sell a new recreational vehicle in this state without having first entered into a written recreational vehicle franchise, that complies with the requirements of Section 331.3, with a recreational vehicle manufacturer ... licensed under this code, that has been signed by both parties.

- (c) (1) A recreational vehicle manufacturer... shall not ship a new recreational vehicle to a recreational dealer on or after January 1, 2009, without a recreational vehicle franchise that has been signed by both parties.

- (c)(2) A recreational vehicle dealer shall not receive a new recreational vehicle

from a recreational vehicle manufacturer... on or after January 1, 2009, without a recreational vehicle franchise that has been signed by both parties.

...

At the December 2, 2019, General Meeting, the Public Members of the Board unanimously approved referral of the alleged violations "to the Department of Motor Vehicles for investigation pursuant to subdivision (c)(1) Section 3050 based on the administrative record and the Administrative Law Judge's 'Proposed Order Dismissing the Protest' filed in Protest No. PR-2569-18, *In the Matter of the Protest of RV's-4-Less, Inc., dba RVs 4 less, Protestant v. Eclipse Recreational Vehicles, Inc., Respondent.*"

The Board respectfully requests that this matter be assigned to an investigator and a written report on the results of its investigation or request for an extension of time to complete its investigation be provided to the Board within 180 days from December 9, 2019, which is June 8, 2020.

A certified copy of the administrative record pertinent to the request for investigation will be delivered. The Board meeting transcript has been requested and will be forwarded upon receipt.

If you have any questions or require additional information, please do not hesitate to call me at (916) 324-6197 or Robin Parker, Senior Staff Counsel at (916) 323-1536.

cc: All Board Members

Gavin M. Hughes, Esq.
Robert A. Mayville, Jr., Esq.
Law Offices of Gavin M. Hughes

Mark D. Baute, Esq.
Artyom Baghdishyan, Esq.
Baute Crochetiere Hartley & Velkei LLP

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

ATTACHMENT 2



DEPARTMENT OF MOTOR VEHICLES
INVESTIGATIONS DIVISION
2510 S EAST AVENUE, SUITE 100B
FRESNO, CA 93706
(559) 488-4024 FAX (559) 488-4000
www.dmv.ca.gov



WARNING LETTER

May 21, 2020

RV'S 4 LESS INC.
14334 HIGHWAY 41
MADERA, CA 93636

Case Number: 20C1L07542

This correspondence serves as a formal warning from the Department of Motor Vehicles (DMV), that failure to comply with the requirements of the California Vehicle Code (CVC) and other laws/regulations which pertain to the motor vehicle industry, may result in action taken against you.

On 12/18/2019, the New Motor Vehicle Board (NMVB) submitted a formal request for the DMV Investigations Division to investigate alleged CVC violations by RV's 4 Less, Inc. (RV's 4 Less) and Eclipse Recreational Vehicles Inc. (Eclipse). The investigation request by the NMVB was based on an approved referral from the Public Members of the Board related to Protest Number PR-2569-18.

The results of the investigation by the DMV Investigations Division revealed RV's 4 Less received five new recreational vehicles from Eclipse between April of 2017 to August of 2017, without a written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse. Additionally, RV's 4 Less sold five new Eclipse recreational vehicles to retail consumers between August of 2017 and May of 2018, without a written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse.

As a result of the investigation, it was determined that Daniel Kuehne, Joshua Kuehne and/or Danielle Kuhne-Sullis, the owners of RV's 4 Less, were in violation of five counts of CVC 11713.23(c)(2), Receive New Recreational Vehicle Without a Written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse and five counts of CVC 11713.23(b), Sell New Recreational Vehicle Without Written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse. At this time, Daniel Kuehne, Joshua Kuehne and/or Danielle Kuehne-Sullis are receiving a warning for the above violations.

Future violations of the law that pertain to your dealer's license, may result in enforcement action taken against you. Enforcement options may include administrative, criminal, and/or civil action.

Sincerely,

 #580

ADAM JIMENEZ
Sergeant
Fresno District Office
(559) 488-4024

Department of Motor Vehicles, Investigation Division
Case Number: 20C1L07542
RV'S 4 LESS, INC.
ECLIPSE RECREATIONAL VEHICLES, INC.

ATTACHMENT 3



DEPARTMENT OF MOTOR VEHICLES
INVESTIGATIONS DIVISION
2510 S EAST AVENUE, SUITE 100B
FRESNO, CA 93706
(559) 488-4024 FAX (559) 488-4000
www.dmv.ca.gov



WARNING LETTER

May 21, 2020

ECLIPSE RECREATIONAL VEHICLES INC.
3016 KANSAS AVENUE #14
RIVERSIDE, CA 92507

Case Number: 20C1L07542

This correspondence serves as a formal warning from the Department of Motor Vehicles (DMV), that failure to comply with the requirements of the California Vehicle Code (CVC) and other laws/regulations which pertain to the motor vehicle industry, may result in action taken against you.

On 12/18/2019, the New Motor Vehicle Board (NMVB) submitted a formal request for the DMV Investigations Division to investigate alleged CVC violations by RV's 4 Less, Inc. (RV's 4 Less) and Eclipse Recreational Vehicles Inc. (Eclipse). The investigation request by the NMVB was based on an approved referral from the Public Members of the Board related to Protest Number PR-2569-18.

The results of the investigation by the DMV Investigations Division revealed Eclipse failed to provide RV's 4 Less with a written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse before conducting business with RV's 4 Less. Eclipse sold five new recreational vehicles to RV's 4 Less between April of 2017 to August of 2017, without a written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse. Additionally, Eclipse delivered five new recreational vehicles to RV's 4 Less between April of 2017 to August of 2017, without a written Recreational Vehicle Franchise signed by both RV's 4 Less and Eclipse.

As a result of the investigation, it was determined that Dallen Trealoff, the owner of Eclipse, violated one count of CVC 11713.22(a), Manufacturer Fail to Provide Dealer with Written Recreational Vehicle Franchise, five counts of CVC 11713.23(a), Manufacturer Sell New Recreational Vehicle Without a Written Recreational Franchise, and five counts of CVC 11713.23(c)(1), Manufacturer Ship New Recreational Vehicle Without a Written Recreational Vehicle Franchise. At this time, Dallen Trealoff is receiving a warning for the above violations.

Future violations of the law that pertain to your manufacturer's license, may result in enforcement action taken against you. Enforcement options may include administrative, criminal, and/or civil action.

Sincerely,

#580

ADAM JIMENEZ
Sergeant
Fresno District Office
(559) 488-4024

STATE OF CALIFORNIA



To: KATHRYN DOI

Date: August 25, 2020

From: TIMOTHY M. CORCORAN

Subject: ACKNOWLEDGEMENT OF BOARD STAFF MILESTONES IN YEARS OF SERVICE

Start Date with NMVB	Team Member	Years of Service	Date of Hire with the State
2/5/2018	Timothy Corcoran	19 years	12/1/2000
4/18/1989	Dawn Kindel	31 years	Same as NMVB
7/19/1993	Suzanne Luke	26 years	Same as NMVB
7/9/2019	Alejandro Martinez	1 year	Same as NMVB
3/12/1997	Eugene Ohta	19 years	Same as NMVB
1/4/1993	Robin Parker	27 years	Same as NMVB
10/27/2014	Danielle Phomsopha	5 years	Same as NMVB
11/3/2014	Makalla Turner	6 years	2/28/2014
11/6/2014	Holly Victor	6 years	6/25/2013

STATE OF CALIFORNIA

MEMO



To : EXECUTIVE COMMITTEE
KATHRYN DOI, PRESIDENT
RAMON ALVAREZ C., VICE PRESIDENT

Date: August 18, 2020

From : TIMOTHY M. CORCORAN
ROBIN P. PARKER

Subject: REPORT ON NON-SUBSTANTIVE CHANGES TO THE PROPOSED AMENDMENTS TO SECTION 551.12 (NOTICE OF ASSIGNMENT OF ADMINISTRATIVE LAW JUDGES; PEREMPTORY CHALLENGES) OF TITLE 13 OF THE CALIFORNIA CODE OF REGULATIONS

At the April 26, 2002, General Meeting, the members adopted the following policy concerning promulgating regulations:

The Board will delegate to the Executive Director the ministerial duty of proceeding through the rulemaking process in compliance with the Administrative Procedure Act. All substantive changes to the proposed text suggested by Board staff, the public, or the Office of Administrative Law will be brought before the members at the next meeting. Non-substantive changes suggested by the Office of Administrative Law or staff will be submitted to the Executive Committee for consideration and ultimately reported to the Board at the next meeting.

At the December 2, 2019, General Meeting, the members approved amendments to the “Notice of Assignment of Administrative Law Judges; Peremptory Challenges” to reflect the statutory changes made by the passage of Assembly Bill 179. (Attachment 1) While finalizing the text for the rulemaking process, a minor change was noted in the “Authority cited” section as highlighted in yellow:

Note: Authority cited: Sections 3050, 3066, and 3080 and 3085.2, Vehicle Code.
Reference: Section 3050(a), Vehicle Code; and Section 11425.40, Government Code.

The Executive Committee approved these changes so the staff could proceed with the proposed rulemaking. This matter is being agendized for information only at the September 16, 2020, General Meeting.

If you have any questions or require additional information, please do not hesitate to contact me at (916) 324-6197 or Robin at (916) 323-1536.

Attachment

§ 551.12. Notice of Assignment of Administrative Law Judges; Peremptory Challenges.

(a) The name of the administrative law judge assigned to a protest or petition proceeding will be noted on the order of time and place of hearing. An amended order or notice will be issued if a different administrative law judge is subsequently assigned to the proceeding.

(b) Each party, excluding an intervenor, is entitled to one peremptory challenge of the administrative law judge assigned to preside over the hearing on the merits of a petition as required by Vehicle Code section 3050(c)(b) or the administrative law judge assigned to preside over the hearing on the merits of a protest as required by subdivisions (c) and (d) of Vehicle Code section 3050, based solely upon satisfying all of the following requirements:

(1) The peremptory challenge must be filed with the board no later than either 20 days from the date of the order of time and place of hearing identifying the merits administrative law judge or 20 days prior to the date scheduled for commencement of the merits hearing, whichever is earlier.

(2) The peremptory challenge may be made by the party, the party's attorney, or authorized representative appearing in the proceeding, and shall be by written declaration substantially in the following form:

"I am a party to [case name and number] and am exercising my right to a peremptory challenge regarding ALJ [name], pursuant to Section 551.12 and Government Code section 11425.40(d)"; and

(3) The peremptory challenge shall be served on opposing parties.

(c) If a party obtains the removal of the assigned administrative law judge, either by way of peremptory challenge, or for cause under Section 551.1, any other party shall have the right to a peremptory challenge of the subsequently assigned administrative law judge provided that the party complies with subparagraphs (b)(2)-(3), above. This latter peremptory challenge shall be filed with the board no later than either 20 days from the date of the notice or order identifying the subsequent administrative law judge or 10 days prior to the date scheduled for the merits hearing, whichever is earlier.

(d) No peremptory challenge shall be considered or granted if it is not made within the time limits set forth above.

(e) A peremptory challenge of the assigned administrative law judge is not authorized for law and motion hearings, settlement conferences, and rulings on discovery disputes.

(f) Unless required for the convenience of the board or good cause is shown, a continuance of the merits hearing shall not be granted by reason of a peremptory challenge. Nothing in this regulation shall affect or limit the provisions of Vehicle Code section 3066(a), ~~and 3080(a)~~, or 3085.2(a).

(g) Nothing in this regulation shall affect or limit the provisions of a challenge for cause under Article 1, section 551.1.

Note: Authority cited: Sections 3050, 3066, ~~and 3080~~ and 3085.2, Vehicle Code. Reference: Section 3050(a), Vehicle Code; and Section 11425.40, Government Code.

NEW MOTOR VEHICLE BOARD

PERFORMANCE APPRAISAL

FOR

EXECUTIVE DIRECTOR

INSTRUCTIONS

1. The NMVB Performance Appraisal process is based on the principle that performance should be evaluated on a regular basis in order to provide recognition of effective performance and as a tool to provide guidance in improving future performance.
2. If the Executive Director is not at the maximum range of salary, the Board may recommend a salary increase. Salary increase recommendations must be approved by the Governor's Office. To qualify for such increases, the Executive Director must meet or exceed performance expectations, as determined by the Board. This form is used to document the Board's recommendation for a salary increase.
3. To indicate the rating of any performance factor, an "X" mark should be placed in the appropriate rating column and in the "Overall Rating" column on each page. Additional spaces have been provided to accommodate other critical performance factors identified by the Board.
4. Comments to the Executive Director should:
 - Be constructive and provide guidance for future performance
 - Include factual examples of work especially well or poorly done
 - Give specific suggestions for performance improvement.
5. The Overall Ratings must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the Overall Rating.
6. Overall Comments may consist of a summary of comments from specific categories, general comments or comments on other job-related factors which the rater wishes to discuss. Additional pages may be attached.

7. The Board will discuss the appraisal with the Executive Director and give him or her a signed copy. In signing the appraisal, the Executive Director merely acknowledges that s/he has reviewed the appraisal and has discussed it with the raters. His/her signature does not indicate agreement with the ratings or comments.
8. The original copy of the appraisal, signed by both the Board President and the Executive Director, will be maintained in the Executive Director's Official Personnel File.

PERFORMANCE APPRAISAL RATING SYSTEM

The rating system consists of three (3) Ratings Categories, as defined below:

Exceeds Standards

Performance significantly exceeds the Board's expectations due to the efforts and ability of the Executive Director when considering the job in its entirety. Significantly above-standard performance may be exhibited by consistently completing assignments in advance of deadlines; implementing plans and/or procedures to increase efficiency or effectiveness of work; working independently with little direction; and consistently meeting Board goals.

Meets Standards

Performance of the Executive Director meets the minimum expectations of the Board. The Executive Director adequately performs the duties and responsibilities of the position.

Needs Improvement

The Executive Director's performance fails to meet the Board's minimum expectations due to lack of effort and/or ability when considering the job in its entirety. Performance requires improvement in numerous and/or important aspects of the position.

Performance Factor		Ratings		
1. Relationship with the Board		Exceeds Standards	Meets Standards	Needs Improvement
1	Maintains respect and trust of Board members.			
2	Provides Board with advice during consideration of issues.			
3	Keeps Board informed of progress of Board programs on a regular basis.			
4	Remains impartial and treats all Board members in a professional manner.			
5	Functions as an effective liaison between Board and Board Staff.			
6	Provides Board with complete, clear, and accurate reports, minutes, etc.			
7	Responds promptly to requests for information from Board members.			
8	Is readily available to Board members.			
9	Responds appropriately to constructive suggestions from Board members.			
OVERALL RATING: Relationship with the Board				

Comments: (Attach additional pages, if necessary)

Performance Factor Ratings

	2. Execution of Board Policy	Exceeds Standards	Meets Standards	Needs Improvement
1	Understands and complies with the overall policies, laws and regulations of the Board.			
2	Implements Board policies.			
3	Efforts lead towards successful accomplishment of goals.			
	OVERALL RATING: Board Programs			

Comments: (Attach additional pages, if necessary)

Performance Factor		Ratings		
3. Board Programs		Exceeds Standards	Meets Standards	Needs Improvement
1	Ensures effective and efficient management of Board programs			
2	Keeps Board apprised of program and process developments			
3	Keeps Board informed of case load statistic and trends			
OVERALL RATING: Board Programs				

Comments: (Attach additional pages, if necessary)

Performance Factor		Ratings		
4. Governmental Relations		Exceeds Standards	Meets Standards	Needs Improvement
1	Keeps the Department of Motor Vehicles and CalSTA informed of Board issues, problems, and accomplishments.			
2	Maintains a positive working relationship with other State Agencies.			
3	Manages Board legislative program and efforts.			
4	Manages sunset review process as needed.			
5	Acts as a liaison and participates in national organizations or alliances.			
6	Represents the Board effectively before the Legislature as needed.			
OVERALL RATING: Governmental Relations				

Comments: (Attach additional pages, if necessary)

Performance Factor		Ratings		
5. Administrative Functions		Exceeds Standards	Meets Standards	Needs Improvement
1	Plans, organizes and directs Board administrative functions and staff.			
2	Provides oversight, direction and management of the Board's annual budget, expenditures and revenues.			
3	Keeps Board apprised of budget developments.			
4	Identifies, recommends, and as directed, seeks necessary changes to laws and regulations through proposed legislation and/or the Office of Administrative Law (OAL).			
5	Ensures compliance and enforcement of departmental, state and federal policies and procedures.			
6	Develops and executes sound personnel practices and procedures.			
OVERALL RATING:				
Administrative Functions				

Comments: (Attach additional pages, if necessary)

Performance Factor

Ratings

	6. Public Liaison	Exceeds Standards	Meets Standards	Needs Improvement
1	Represents the Board before the public.			
2	Solicits and gives attention to problems and opinions of all groups and individuals.			
3	Represents the Board before industry associations to provide information regarding the Board's laws, regulations, programs and policies.			
	OVERALL RATING: Public Liaison			

Comments: (Attach additional pages, if necessary)

OVERALL RATING

NAME:

DATE OF BOARD MEETING WHEN RATING OCCURRED:

The overall rating must be consistent with the factor rating and comments, but there is no prescribed formula for computing the overall rating.

EXCEEDS STANDARDS

MEETS STANDARDS

NEEDS IMPROVEMENT

OVERALL COMMENTS *(Attach additional pages, if necessary)*

I HAVE PARTICIPATED IN A DISCUSSION OF OVERALL JOB PERFORMANCE

Executive Director Signature

Date _____

President Signature

Date _____

Salary Increase recommendation (if applicable):

No increase No increase (at maximum) Recommended Increase: _____%

Effective Date of Salary Increase: _____

(Salary increase recommendations must be approved by the Governor's office)

STATE OF CALIFORNIA



To: ADMINISTRATION COMMITTEE

Date: August 19, 2020

From: TIMOTHY M. CORCORAN

Subject: DISCUSSION OF THE BOARD'S RESPONSE TO THE COVID-19 PANDEMIC – ADMINISTRATION COMMITTEE

The COVID-19 pandemic has impacted the personal and professional lives of every Californian, infecting over 620,000 residents of the state and taking over 11,000 Californian lives as of August 15, 2020. Beyond the impact on public health, the pandemic has had a devastating impact on the economy of the state, with far reaching and long-term consequences for California's businesses, families, and for state agencies. This memo will describe how the New Motor Vehicle Board (NMVB) has been affected, what our response has been to date, and set forth a roadmap for the future as the state and this organization continue on the path to recovery.

Operational Impact on NMVB Staff

Effective March 17, 2020, the NMVB instituted a voluntary and rotational telework policy for all of its staff, in an effort to reduce the total number of staff in the office on any given day of the workweek. Prior to that date, all of the NMVB's Administrative Law Judges were teleworkers, and two permanent fulltime staff had a one day-per-week telework agreement. Under the rotational telework schedule, each staff member's specific request was accommodated, under an emergency telework agreement.

The NMVB office was disinfected at that time, hand sanitizer and disinfecting wipes were placed in common areas, and social distancing protocols were instituted. One staff person was relocated to another cubicle to assure no two staff were within six feet of each other. In each instance of a reported staff illness, all staff were directed to telework until the affected employee could be tested for COVID-19 and the office was again disinfected before returning staff to the office.

Effective March 23, 2020, pursuant to the Governor's shelter-in-place guidance, the NMVB transitioned all staff to telework under an emergency telework agreement. Daily conference calls occurred with all staff for the assignment and monitoring of staff work during this phase. Staff continued to have access to the office for supply replenishment, mail collection, and any office work not suitable for remote work. In such instances, staff were to respect the social distancing guidelines and were to disinfect office equipment and workstations before and following completion of their

in-office tasks. All visits to the office were conducted with advance notice to, and authorization from, NMVB management.

Effective May 19, 2020, the NMVB returned to a voluntary and rotational telework policy, with staff reporting to the office 2-3 days per week and teleworking the remaining workdays. This allowed NMVB staff to address certain paperwork processing backlogs, and to conduct cross-training as required to address a staff shortage resulting from COVID-19 related absenteeism/leave.

The NMVB was also asked to contribute to the state's COVID-19 Contact Tracing Program, by way of the loan of a NMVB staff person to join the Contact Tracing team. Staff Services Analyst, Holly Victor, accepted this responsibility and is presently serving in that capacity for a duration of at least six months.

Operational Impact on NMVB Stakeholders

Effective March 23, 2020, in concert with implementation of the emergency full telework policy, The NMVB closed its public counter. Fortunately, this had no significant impact on public facing operations of the NMVB. Stakeholders were notified of the modified operations and we transitioned to the use of electronic mail as our primary means of communication with parties, including for purposes of receipt of notices, protests, petitions, and briefs. While the NMVB returned to a voluntary rotational telework policy on May 19, 2020, in-office staffing levels remain insufficient to return to "business as usual". As of August 2020, the NMVB public counter remains closed. All hearings and settlement conferences conducted during this time have been telephonic. No merits hearings have occurred during the COVID-19 pandemic to date. All Board Meetings have occurred via Zoom.

Long Term Forecast

Even when the circumstances change to permit a return to in-person meetings and hearings, social distancing protocols are expected to be the new normal for the foreseeable future, meaning the NMVB will need to account for this in preparing for a reopening of the public office for mail deliveries, public visits, and for holding future merits hearings. For merits hearings, the NMVB's facility is adequate in size to conduct an in-person hearing, with some minor reconfiguration of furniture and establishment of certain entry, exit, and staging area procedures and protocols. Presently, the NMVB does not anticipate the need for a merits hearing before December 2020. It is likely that the NMVB may be asked by parties to make the merits hearing accessible telephonically and/or virtually. NMVB staff will work closely with parties, counsel, and the NMVB's Administrative Law Judges in an effort to accommodate any such requests as they arise.

For the foreseeable future, in keeping with travel and in-person meeting restrictions imposed on state agency employees, any meetings of the Board will be conducted virtually by way of web-based platforms that also allow telephonic participation by interested parties and members of the general public. The first such instance was a meeting of the full Board on Friday, July 10, 2020 conducted via Zoom.

The May Revision to the state budget took significant action, commensurate with the significance of the economic crisis California is facing. While the NMVB's operational

budget was not specifically affected, all NMVB permanent fulltime staff have had a salary reduction roughly equal to two days pay per month. Each employee receives two eight-hour Personal Leave credits per pay period. Additionally, through executive direction, all state agencies are facing spending restrictions in order to position the agencies for any long-term revenue shortfalls that may deplete reserves in the coming fiscal years. For example, any new contracts other than for services directly related to COVID-19 response are expected to be scrutinized, and only permitted to go forward if mission-critical. Personnel expenditures, such as those tied to the creation of any new positions are also expected to be scrutinized under similar criteria. These salary reductions and other cost-saving restrictions are in place for at least the next two years.

Permanent Operational Changes

The COVID-19 pandemic has required the NMVB to rapidly transform its operations in order to continue providing its mission critical public service functions during the crisis. NMVB stakeholders, primarily law firms who practice automobile dealer franchise law, have similarly transitioned to a remote/virtual business environment. It is anticipated that a number of these “new” practices will become permanent fixtures in our industry going forward. NMVB staff have examined and updated NMVB processes to allow such things as: electronic signatures of NMVB documents, and receipt and processing of notices, filings and briefs in a fully electronic format. NMVB staff will explore options for the digital archiving of historical NMVB cases presently held only in paper form. The NMVB is also actively pursuing procurement, or in-house development, of an electronic case management system to create further efficiencies for staff when working remotely. While fulltime telework is not likely to entirely replace in-office work, we can reasonably expect some form of telework to become a permanent fixture at the NMVB.

STATE OF CALIFORNIA

MEMO



To : ALL BOARD MEMBERS

Date: August 19, 2020

FROM : TIMOTHY CORCORAN

**Subject: CONSIDERATION OF A TEAM AWARD FOR THE 2020 SOLON C. SOTERAS
EMPLOYEE RECOGNITION AWARD AS RECOMMENDED BY THE BOARD
DEVELOPMENT COMMITTEE**

The Board Development Committee is recommending to the Board at its September 16, 2020 meeting that this year's Solon C. Soteras Employee Recognition Award be a team award for all staff, in recognition of their perseverance during a year of unprecedented challenge and crisis.

The Board's approval of this team award would authorize the procurement of a plaque marking the occasion, with each staff person's name inscribed. While 2020 will certainly be remembered for all of its tragedies, a plaque acknowledging your NMVB staff should serve as a reminder of the exceptional teamwork demonstrated and dedication to adapt to each challenge and work diligently to continue our essential service to the public.

As background, this program was implemented in 2000 as a means to recognize staff members who have demonstrated marked growth in their position, provided exceptional service to the state, or otherwise accomplished a noteworthy achievement in the workplace during the past year. The award was named for Sol Soteras, former Public Member of the Board.

If you have any questions or comments, please call me at (916) 445-1888.

STATE OF CALIFORNIA



MEMO

Date: September 1, 2020

To: ANNE SMITH BOLAND, CHAIR
NANXI LIU, MEMBER
FISCAL COMMITTEE

From: TIMOTHY CORCORAN
DAWN KINDEL

Subject: STATUS REPORT CONCERNING THE ANNUAL BOARD FEE
COLLECTION AND THE BOARD'S COLLECTION OF THE
ARBITRATION CERTIFICATION PROGRAMS' ANNUAL FEE

ANNUAL BOARD FEE

The Board staff collects fees on an annual basis from certain manufacturers and distributors under our jurisdiction. These entities are required to provide annual vehicle distribution numbers to the Board by May 1 of each year. These numbers are verified by checking them against DMV registration numbers and invoices are typically sent in late July.

Due to the pandemic, and the resultant closure of most business offices, this collection has been delayed this year.

Staff are working with companies who have yet to report their numbers and will be sending invoices before the end of September. The fee charged will be \$0.45 per vehicle, with a minimum fee of \$300.00.

Staff will provide a status update on this collection at the next general meeting of the Board.

ARBITRATION CERTIFICATION PROGRAM FEE

Pursuant to Business and Professions code section 472.5, the New Motor Vehicle Board is tasked with collecting fees to fund the Department of Consumer Affairs, Arbitration Certification Program ("ACP").

Funds collected are deposited directly into the ACP's operating account with no involvement by Board staff on the allocation or expenditure of funds.

For fiscal year 2019/2020, the ACP requested \$1,439,185.32 to fund its program. A fee of \$.689 per vehicle was charged to 41 manufacturers and distributors under ACP authority. To date a total of \$1,439,112.97 has been collected from 39 manufacturers or distributors. Two invoices are still outstanding.

This memorandum is being provided for informational purposes only, and no Board action is required.



***EXECUTIVE
DIRECTOR'S
REPORT***

September 16, 2020

A.
ADMINISTRATIVE
MATTERS

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
ADMINISTRATION COMMITTEE			
<u>1. Performance Review Criteria for Executive Director Position</u> Dawn Kindel; Administration Committee	Develop performance review criteria for the Executive Director position so the annual review is more meaningful with defined criteria.	September 2020	In progress. This matter will be considered at the September 16, 2020, General Meeting.
<u>2. Revision of the Board's Policy Concerning The In-Site, a Periodic Newsletter</u> Tim Corcoran; Administration Committee	Since 1999, the Board has published The In-Site newsletter in order to advise dealers, manufacturers/distributors, and other interested parties about its activities, cases, and decisions. Given the availability of this information on the Board's website, the small number of entities on the public mailing list, and the limited number of staff, it may be time to retire the In-Site to better focus on other projects.	November 2020	In progress. A revised policy will be presented for consideration at the November 4, 2020, General Meeting.
<u>Update Guide to the New Motor Vehicle Board</u> Robin Parker; Administration Committee	Update the <i>Guide to the New Motor Vehicle Board</i> to incorporate statutory and regulatory changes.	March 2020	<u>Completed</u> The revised Guide was adopted at the March 5, 2020, General Meeting.
<u>Status Report Concerning Manufacturer and Distributor Compliance with Vehicle Code Sections 3064/3074 and 3065/3075 (Filing of Statutorily Required Schedules and Formulas)</u> Danielle Phomsopha,	Annually letters are sent to all licensed manufacturers and distributors requesting copies of their current delivery and inspection obligations ("PDI"), PDI schedule of compensation, and warranty reimbursement schedule or formula.	March 2020	<u>Completed</u> A status report concerning manufacturer and distributor compliance was presented at the March 5, 2020, General Meeting.

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
Eugene Ohta; Administration Committee			
BOARD DEVELOPMENT COMMITTEE			
1. <u>Solon C. Soteris Employee Recognition Award Recipient</u> Tim Corcoran; Board Development Committee	Compile the nominations provided by staff and select a nominee for the Solon C. Soteris Employee Recognition Award.	September 2020	In progress. The Board will consider a team award at the September 16, 2020, General Meeting.
2. <u>Schedule Board Member Education Presentations</u> Danielle Phomsopha; Board Development Committee	Develop a schedule for prioritizing topics and speakers for Board member education presentations for upcoming meetings.	November 2020	In progress. A schedule of topics and speakers for Board member education will be presented for discussion at the November 4, 2020, General Meeting.
FISCAL COMMITTEE			
1. <u>Quarterly Fiscal Reports</u> Dawn Kindel, Suzanne Luke; Fiscal Committee 1. <u>Quarterly Fiscal Reports</u> -continued-	Quarterly fiscal reports will be provided to the Committee and scheduled for upcoming Board meetings.	Ongoing	In progress. The 1 st quarter report for fiscal year 2019-2020 was presented at the March 5, 2020, General Meeting. The 2 nd , 3 rd , and 4 th quarter reports are set for November 4, 2020, General meeting.

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
2. <u>Status Report on the Collection of Fees for the Arbitration Certification Program</u> Dawn Kindel, Suzanne Luke; Fiscal Committee	The staff will provide a report concerning the annual fee collection for the Department of Consumer Affairs, Arbitration Certification Program.	September 2020	In progress. A status report will be provided at the September 16, 2020, General Meeting.
<u>Report Concerning Out-of-State Travel Plans</u> Dawn Kindel; Fiscal Committee	The staff will provide a report concerning the out-of-state travel plans for fiscal year 2020-2021.	March 2020	<u>Completed</u> At the March 5, 2020, General Meeting, two out-of-state trips each for three staff and three Board members were approved.
GOVERNMENT AND INDUSTRY AFFAIRS COMMITTEE			
1. <u>Host Industry Roundtable</u> Tim Corcoran, Dawn Kindel, Danielle Phomsopha; Government and Industry Affairs Committee	Host the traditional Industry Roundtable with representatives from car, truck, motorcycle and recreational vehicle manufacturers/ distributors, dealers, in-house and outside counsel, associations and other government entities.	TBD 2021	In progress. The staff is beginning to work on the planning stage for the 2021 Roundtable.
LEGISLATIVE COMMITTEE			

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
POLICY AND PROCEDURE COMMITTEE			
<u>1. Update New Motor Vehicle Board Administrative Law Judges Benchbook</u> Robin Parker; Policy and Procedure Committee	Update the <i>New Motor Vehicle Board Administrative Law Judge's Benchbook</i> .	January 201	In progress. The revised ALJ Benchbook will be considered at the January 2021, General Meeting.
<u>2. Promulgate Substantive Amendments to Regulations that Pertain to Assembly Bill 179 and Petitions</u> Danielle Phomsopha; Policy and Procedure Committee	In compliance with the Administrative Procedure Act, amend the Board's regulations to implement several substantive regulations as a result of the passage of Assembly Bill 179 (Ch. 796, effective January 1, 2020). Clarify that the petitioner can file declarations or other evidence or documents that support the petition and that exhibits may be submitted by declaration in Respondent's answer to a petition.	January 2021	In progress. The Board approved the text at the December 2, 2019, and March 5, 2020, General Meetings.
<u>Update the Informational Guide for Manufacturers and Distributors</u> Robin Parker; Policy and Procedure Committee	Update the <i>Informational Guide for Manufacturers and Distributors</i> .	March 2020	<u>Completed</u> The revised Guide was adopted at the March 5, 2020 General Meeting.
<u>Draft the Export or Sale-For-Resale Prohibition Policy Guide</u> Robin Parker; Policy and Procedure Committee	Draft the <i>Export or Sale-For-Resale Prohibition Policy Guide</i> for Vehicle Code section 3085 protests filed by an association, as defined.	March 2020	<u>Completed</u> The Guide was adopted at the March 5, 2020 General Meeting.

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
<u>Annual Rulemaking Calendar</u> Danielle Phomsopha; Policy and Procedure Committee	Consideration of the annual rulemaking calendar.	March 2020	<u>Completed</u> The Rulemaking Calendar was adopted at the March 5, 2020 General Meeting.
<u>Report on the Assignment of Cases to Board Administrative Law Judges</u> Danielle Phomsopha; Policy and Procedure Committee	Annual report on the assignment of cases to Board Administrative Law Judges (“ALJs”).	March 2020	<u>Completed</u> The members were provided with a report at the March 5, 2020 General Meeting.
<u>Draft Proposed Regulations that Pertain to Petitions and Section 3065.3 Protests</u> Robin Parker; Policy & Procedure Committee	In compliance with the Administrative Procedure Act, amend Section 556 of the Board’s regulations to clarify that the petitioner can file declarations or other evidence or documents that support the petition. Add new Section 586.5 to establish the required elements of a Section 3065.3 protest (alleged violations of Section 11713.13(g), which pertain to performance standards, sales objectives, or programs for measuring a dealer’s sales, service, or customer service performance.)	March 2020	<u>Completed</u> The proposed regulations were adopted at the March 5, 2020, General Meeting.
<u>Promulgate Non-Substantive Amendments to Regulations that Pertain to Assembly Bill 179</u> Danielle Phomsopha; Policy & Procedure Committee	In compliance with the Administrative Procedure Act, amend the Board’s regulations implement several non-substantive regulations as a result of the passage of Assembly Bill 179 (Ch. 796, effective January 1, 2020).	March 2020	<u>Completed</u> The Office of Administrative Law approved the rulemaking packet on February 26, 2020, which is the same day the regulations were effective.

Project Title/ Manager; Board Committee	Project Goal (Description)	Estimated Completion Date	Status
<p><u>Promulgate Amendment to Regulations that Pertain to Peremptory Challenges</u> Danielle Phomsopha; Policy and Procedure Committee</p>	<p>In compliance with the Administrative Procedure Act, amend the peremptory challenge regulation to exclude an intervenor from filing a peremptory challenge. (13 CCR § 551.12) The definition of “party” or “parties” would be amended to clarify that for purposes of a peremptory challenge, an intervenor is not a party. (13 CCR § 550(r)) These amendments are necessary to ensure if a peremptory challenge is filed by the protestant (or petitioner or appellant) and respondent the Board still has ALJs available to preside over the merits hearing.</p>	<p>April 2020</p>	<p><u>Completed</u> The Board approved the text at the April 10, 2019, General Meeting. The Notice was published in the California Regulatory Notice Register on September 13, 2019. The final rulemaking packet was approved by OAL and effective April 1, 2020.</p>
EXECUTIVE COMMITTEE			
<p><u>1. Review and Consideration of Board Adopted Delegations</u> Robin Parker; Executive Committee</p>	<p>At the March 18, 1997, General Meeting, the Board adopted the former Budget and Finance Committee’s analysis of the duties of the Board Members and staff in compliance with the 1996 Performance Audit conducted by Business, Transportation & Housing Agency. These delegations are reviewed by the staff, and amendments are considered as needed by the Board.</p>	<p>January 2021</p>	<p>In progress. This matter is being agendaized for consideration at the January 2021, General Meeting.</p>

B.
CASE
MANAGEMENT

CASE VOLUME

FEBRUARY 19, 2020 THROUGH SEPTEMBER 1, 2020

VEHICLE CODE SECTION	DESCRIPTION	NEW CASES	RESOLVED CASES	PENDING CASES
3060	Termination	12	6	17
3060	Modification	9	12	19
3062	Establishment	3	2	3
3062	Relocation	6	1	6
3062	Off-Site Sale	0	0	0
3064	Delivery/Preparation Obligations	0	0	0
3065	Warranty Reimbursement	1	2	1
3065.1	Incentive Program Reimbursement	2	9	5
3065.3	Performance Standard	1	0	2
3065.4	Retail Labor Rate or Retail Parts Rate	2	2	0
3070	Termination	0	2	0
3070	Modification	0	0	0
3072	Establishment	0	0	0
3072	Relocation	0	0	0
3072	Off-Site Sale	0	0	0
3074	Delivery/Preparation Obligations	0	0	0
3075	Warranty Reimbursement	0	0	0
3076	Incentive Program Reimbursement	0	0	0
3085	Export or Sale-for-Resale	0	0	0
3050(c)	Petition	0	1	0
TOTAL CASES:		36	37	53

PENDING CASES

BY CASE NUMBER

ABBREVIATIONS			
ALJ	Administrative Law Judge	Bd.Mtg.	Board Meeting
HRC	Hearing Readiness Conference	IFU	Informal Follow-Up
MH	Merits Hearing	CMH	Continued Merits Hearing
RMH	Resumed Merits Hearing	MSC	Mandatory Settlement Conference
CMSC	Continued Mandatory Settlement Conference	RMSC	Resumed Mandatory Settlement Conference
MTCP	Motion to Compel Production	MTC	Motion to Continue
MTD	Motion to Dismiss	PHC	Pre-Hearing Conference
CPHC	Continued Pre-Hearing Conference	RPHC	Resumed Pre-Hearing Conference
PD	Proposed Decision	POS	Proof of Service
PSDO	Proposed Stipulated Decision and Order	ROB	Ruling on Objections
CROB	Continued Ruling on Objections	RROB	Resumed Ruling on Objections
SC	Status Conference	CSC	Continued Status Conference
RFD	Request for Dismissal		
* Consolidated, non-lead case			

Protests

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
1. PR-2492-17 1-18-17	All Protestants signed a PSDO	Ellis Family Stores, LLC, a California limited liability company, dba Fiat of Glendale v. FCA US LLC, a Delaware limited liability company	P: Tim Robinett R: Randy Oyler, Bob Davies, Mary Stewart	Modification
2. PR-2499-17* 1-19-17	All Protestants signed a PSDO	Stevens Creek Luxury Imports, Inc. dba AutoNation Alfa Romeo Stevens Creek v. FCA US LLC	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Randy Oyler, Bob Davies, Mary Stewart	Modification

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
3. PR-2501-17 1-19-17	Case is tracking corresponding Alfa Romeo/Fiat matters	Stevens Creek Luxury Imports, Inc. dba AutoNation Maserati Stevens Creek v. Maserati North America, Inc.	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Randy Oyler, Bob Davies, Mary Stewart	Modification
4. PR-2503-17* 1-20-17	Request for dismissal to be filed	Baker Motors, Inc., a California corporation, dba Bob Baker Fiat Alfa Romeo v. FCA US LLC, a Delaware limited liability company	P: Wade W. Paulson R: Randy Oyler, Bob Davies, Mary Stewart	Modification
5. PR-2506-17* 1-23-17	Case is tracking corresponding Alfa Romeo/Fiat matters	Rusnak/Pasadena, dba Rusnak Maserati of Pasadena v. Maserati North America, Inc.	P: Christian Scali R: Randy Oyler, Bob Davies, Mary Stewart	Modification
6. PR-2512-17* 1-23-17	Case is tracking corresponding Alfa Romeo/Fiat matters	Niello Italian Imports, Inc., dba Niello Maserati v. Maserati North America, Inc.	P: Christian Scali R: Randy Oyler, Bob Davies, Mary Stewart	Modification
7. PR-2515-17* 2-2-17	All Protestants signed a PSDO	HWM Auto Corp., dba McKeVitt Alfa Romeo v. FCA US LLC	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Randy Oyler, Bob Davies, Mary Stewart	Modification
8. PR-2542-17 11-13-17	Matter stayed pending appeal	Putnam Automotive, Inc., dba Putnam Subaru v. Subaru of America, Inc.	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Lisa M. Gibson	Modification Satellite Warranty Facility

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
9. PR-2553-18 1-26-18	Matter stayed pending appeal	Putnam Automotive, Inc., dba Putnam Subaru v. Subaru of America, Inc.	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Lisa M. Gibson	Termination Satellite Warranty Facility
10. PR-2626-19 5-7-19	RPHC: 9-18-20	Johnson Ford, Inc., dba Antelope Valley Ford Lincoln v. Ford Motor Company	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Elizabeth A. McNellie, Marcus McCutcheon	Modification
11. PR-2633-19 7-10-19	Parties working on settlement	NextMotors Corporation, a California Corporation v. Mitsubishi Motors North America, Inc., a California Corporation	P: Christian J. Scali, Jade F. Jurdi R: Lisa M. Gibson, Lauren Deeb, Crispin Collins	Termination
12. PR-2639-19* 8-15-19	Parties working on settlement	NextMotors Corporation, a California Corporation v. Mitsubishi Motors North America, Inc., a California Corporation	P: Christian J. Scali, Jade F. Jurdi R: Lisa M. Gibson, Lauren Deeb, Crispin Collins	Termination
13. PR-2640-19* 8-15-19	Parties working on settlement	NextMotors Corporation, a California Corporation v. Mitsubishi Motors North America, Inc., a California Corporation	P: Christian J. Scali, Jade F. Jurdi R: Lisa M. Gibson, Lauren Deeb, Crispin Collins	Termination
14. PR-2641-19 8-29-19	Parties working on PSDO HRC: 10-23-20 MH: 12-7-20 (4 days)	Del Montell Motors, Ltd., dba Santa Monica BMW v. BMW of North America, a Delaware Limited Liability Company	P: Harold J. Light R: William N. Berkowitz, Alison K. Eggers, Katherine R. Moskop, Dean A. Martoccia	Modification

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
15. PR-2642-19 8-29-19	Parties working on PSDO HRC: 10-23-20 MH: 12-7-20 (4 days)	Del Montell Motors, Ltd., dba Santa Monica BMW v. BMW of North America, a Delaware Limited Liability Company	P: Harold J. Light R: William N. Berkowitz, Alison K. Eggers, Katherine R. Moskop, Dean A. Martoccia	Franchisor Incentive
16. PR-2648-19 12-16-19	ROB: 8-10-20 HRC: 1-8-21 MH: 2-22-21 (5 days)	Prieto Automotive, Inc., a California Corporation, dba Subaru of Sonora v. Subaru of America, Inc.	P: Michael Sieving R: Lisa M. Gibson, Crispin Collins, Amy M. Toboco	Termination
17. PR-2649-20 1-2-20	RPHC: 9-18-20	Johnson Ford, Inc., dba Antelope Valley Ford Lincoln v. Ford Motor Company	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Elizabeth McNellie, Marcus McCutcheon	Performance Standard
18. PR-2652-20* 1-10-20	HRC: 10-22-20 MH: 12-7-20 (7 days)	Santa Monica Motor Group dba Santa Monica Chrysler Jeep Dodge Ram v. FCA US (Chrysler)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Mark T. Clouatre, John P. Streelman, Blake A. Gansborg, Crispin Collins	Franchisor Incentive
19. PR-2653-20* 1-10-20	HRC: 10-22-20 MH: 12-7-20 (7 days)	Santa Monica Motor Group dba Santa Monica Chrysler Jeep Dodge Ram v. FCA US (Dodge)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Mark T. Clouatre, John P. Streelman, Blake A. Gansborg, Crispin Collins	Franchisor Incentive

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
20. PR-2654-20* 1-10-20	HRC: 10-22-20 MH: 12-7-20 (7 days)	Santa Monica Motor Group dba Santa Monica Chrysler Jeep Dodge Ram v. FCA US (Jeep)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Mark T. Clouatre, John P. Streelman, Blake A. Gansborg, Crispin Collins	Franchisor Incentive
21. PR-2655-20* 1-10-20	HRC: 10-22-20 MH: 12-7-20 (7 days)	Santa Monica Motor Group dba Santa Monica Chrysler Jeep Dodge Ram v. FCA US (RAM)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Mark T. Clouatre, John P. Streelman, Blake A. Gansborg, Crispin Collins	Franchisor Incentive
22. PR-2657-20 2-7-20	MSC: 9-18-20	Auto Legend LLC, a California Limited Liability Company, dba Acura of Fremont v. America Honda Motor Company, Inc., a corporation	P: Halbert B. Rasmussen, Monica J. Baumann R: Lauren Deeb, Melissa Fletcher Allaman, Steve McKelvey	Warranty
23. PR-2661-20 4-20-20	ROB: 10-19-20 HRC: 1-29-21 MH: 3-15-21 (3 days)	South County Hyundai of Gilroy, LLC dba South County Hyundai of Gilroy, a California limited liability company v. Hyundai Motor America, a California corporation (60-day notice)	P: Victor P. Danhi, Franjo M. Dolenac R: Richard H. Otera, Lisa M. Gibson, Jessica M. Higashiyama	Termination
24. PR-2662-20 4-27-20	ROB: 10-20-20 HRC: 3-1-21 MH: 4-12-21 (4 days)	Towne Motor Company dba Towne Ford, a California corporation v. Ford Motor Company, a Delaware corporation	P: Victor P. Danhi, Franjo M. Dolenac R: Elizabeth A. McNellie, Marcus McCutcheon	Establishment

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
25. PR-2663-20 5-22-20	ROB: 10-2-20 HRC: 1-15-21 MH: 3-1-21 (5 days)	Fer Rancho Mirage, LLC dba Ferrari of Rancho Mirage v. Ferrari North America, Inc.	P: Elizabeth L. Kolar, Benjamin T. Runge R: Colm Moran	Termination
26. PR-2664-20* 5-26-20	ROB: 10-19-20 HRC: 1-29-21 MH: 3-15-21 (3 days)	South County Hyundai of Gilroy, LLC dba Genesis of Gilroy, a California limited liability company v. Hyundai Motor America, a California corporation (15-day notice)	P: Victor P. Danhi, Franjo M. Dolenac R: Richard H. Otera, Lisa M. Gibson, Jessica M. Higashiyama	Termination
27. PR-2665-20* 5-26-20	ROB: 10-19-20 HRC: 1-29-21 MH: 3-15-21 (3 days)	South County Hyundai of Gilroy, LLC dba South County Hyundai of Gilroy, a California limited liability company v. Hyundai Motor America, a California corporation (15-day notice)	P: Victor P. Danhi, Franjo M. Dolenac R: Richard H. Otera, Lisa M. Gibson, Jessica M. Higashiyama	Termination
28. PR-2666-20 5-28-20	Intending ruling granting MTD; Respondent to draft Proposed Ruling	South County CDJR LLC dba South County Chrysler Dodge Jeep Ram Fiat, California limited liability company v. FCA US LLC, a Delaware limited liability company [Chrysler]	P: Victor P. Danhi, Franjo M. Dolenac R: Mark Clouatre, John Streelman, Blake Gansborg, Crispin Collins	Termination

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
29. PR-2667-20* 5-29-20	Intending ruling granting MTD; Respondent to draft Proposed Ruling	South County CDJR LLC dba South County Chrysler Dodge Jeep Ram Fiat, California limited liability company v. FCA US LLC, a Delaware limited liability company [Dodge]	P: Victor P. Danhi, Franjo M. Dolenac R: Mark Clouatre, John Streelman, Blake Gansborg, Crispin Collins	Termination
30. PR-2668-20* 5-28-20	Intending ruling granting MTD; Respondent to draft Proposed Ruling	South County CDJR LLC dba South County Chrysler Dodge Jeep Ram Fiat, California limited liability company v. FCA US LLC, a Delaware limited liability company [Jeep]	P: Victor P. Danhi, Franjo M. Dolenac R: Mark Clouatre, John Streelman, Blake Gansborg, Crispin Collins	Termination
31. PR-2669-20* 5-28-20	Intending ruling granting MTD; Respondent to draft Proposed Ruling	South County CDJR LLC dba South County Chrysler Dodge Jeep Ram Fiat, California limited liability company v. FCA US LLC, a Delaware limited liability company [RAM]	P: Victor P. Danhi, Franjo M. Dolenac R: Mark Clouatre, John Streelman, Blake Gansborg, Crispin Collins	Termination
32. PR-2670-20* 6-1-20	ROB: 10-19-20 HRC: 1-29-21 MH: 3-15-21 (3 days)	South County Hyundai of Gilroy, LLC dba Genesis of Gilroy, a California limited liability company v. Hyundai Motor America, a California corporation (60-day notice)	P: Victor P. Danhi, Franjo M. Dolenac R: Richard H. Otera, Lisa M. Gibson, Jessica M. Higashiyama	Termination

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
33. PR-2671-20 6-3-20	MTD: Reply: 9-3-20 Hearing: 9-10-20	Merced Truck & Trailer, Inc., a California Corporation v. Daimler Truck North America, LLC, and Does 1-50, inclusive	P: Donald E. Bonander, in Pro Per R: Megan O. Curran, Dyana K. Mardon, Roberta F. Howell	Termination
34. PR-2673-20 6-4-20	MTD: Reply: 9-3-20 Hearing: 9-10-20	Bonander Auto, Truck & Trailer, Inc., a California Corporation v. Daimler Truck North America, LLC	P: Donald E. Bonander, in Pro Per R: Megan O. Curran, Dyana K. Mardon, Roberta F. Howell	Termination
35. PR-2674-20 6-4-20	RMSC: 10-16-20	R&L Motors, Inc. dba Rogers and Rogers Kia, a California corporation v. Kia Motors America, Inc., a California corporation	P: Christian J. Scali, Halbert B. Rasmussen R: Michael L. Turrill	Termination
36. PR-2675-20 6-8-20	Parties setting schedule	Selma Auto Mall, Inc., dba Selma Mazda v. Mazda North America Operations	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Lisa M. Gibson, Crispin Collins, Amy M. Toboco	Performance Standard
37. PR-2677-20 6-30-20	Matter did not settle at MSC	Motorini Inc., dba LA Cyclesports & LA Honda v. American Honda Motor Co., Inc. (ATVs)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
38. PR-2678-20* 6-30-20	Matter did not settle at MSC	Motorini Inc., dba LA Cyclesports & LA Honda v. American Honda Motor Co., Inc. (Motorcycles)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation
39. PR-2679-20* 6-30-20	Matter did not settle at MSC	Motorini Inc., dba LA Cyclesports & LA Honda v. American Honda Motor Co., Inc. (Scooters)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation
40. PR-2680-20* 6-30-20	Matter did not settle at MSC	Motorini Inc., dba LA Cyclesports & LA Honda v. American Honda Motor Co., Inc. (UTVs)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Establishment
41. PR-2681-20 6-30-20	Matter did not settle at MSC	Cavenah Powersports, LLC, da Socal Honda Powersports v. American Honda Motor Co., Inc. (ATVs)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
42. PR-2682-20* 6-30-20	Matter did not settle at MSC	Cavenah Powersports, LLC, da Socal Honda Powersports v. American Honda Motor Co., Inc. (Motorcycles)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation
43. PR-2683-20* 6-30-20	Matter did not settle at MSC	Cavenah Powersports, LLC, da Socal Honda Powersports v. American Honda Motor Co., Inc. (Scooters)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Relocation
44. PR-2684-20* 6-30-20	Matter did not settle at MSC	Cavenah Powersports, LLC, da Socal Honda Powersports v. American Honda Motor Co., Inc. (UTVs)	P: Gavin M. Hughes, Robert A. Mayville, Jr. R: Marcus McCutcheon, Billy M. Donley, J. Keith Russell, Lisa L. Virgen	Establishment
45. PR-2685-20 7-29-20	All Protestants signed a PSDO	S.J. Denham, Inc. d/b/a S J Denham Chrysler - Jeep v. FCA US LLC (FIAT)	P: Randy J. Denham, in pro per	Modification
46. PR-2686-20 7-29-20	All Protestants signed a PSDO	Lithia of Santa Rosa, Inc. d/b/a Lithia Chrysler Dodge Jeep Fiat of Santa Rosa v. FCA US LLC (FIAT)	P: Bryan B. DeBoer, in pro per	Modification

PENDING CASES

BY CASE NUMBER

CASE NUMBER/ DATE FILED	STATUS	PROTEST	COUNSEL	CASE TYPE
47. PR-2687-20 7-29-20	All Protestants signed a PSDO	DCH Temecula Motors LLC d/b/a DCH Chrysler Dodge Jeep Ram Fiat Temecula v. FCA US LLC (FIAT)	Bryan B. DeBoer, in pro per	Modification
48. PR-2688-20 7-29-20	All Protestants signed a PSDO	Lithia of Eureka, Inc. d/b/a Lithia Chrysler Dodge Jeep Fiat of Eureka v. FCA US LLC (FIAT)	Bryan B. DeBoer, in pro per	Modification
49. PR-2689-20 7-29-20	All Protestants signed a PSDO	Champion Dodge, LLC d/b/a Champion Chrysler Jeep Dodge Ram Fiat v. FCA US LLC (FIAT)	Paul A. Antepará, in pro per	Modification
50. PR-2690-20 7-29-20	All Protestants signed a PSDO	Victorville Motors Inc., d/b/a Victorville Motors Chrysler Jeep Dodge Ram Fiat v. FCA US LLC (FIAT)	Timothy S. Watts, in pro per	Modification
51. PR-2691-20 7-29-20	All Protestants signed a PSDO	Champion Auto Group, LLC d/b/a Champion Alfa Romeo Fiat v. FCA US LLC (Alpha Romeo)	Paul A. Antepará, in pro per	Modification
52. PR-2692-20 7-29-20	All Protestants signed a PSDO	Ellis Family Stores, LLC d/b/a Alfa Romeo and Fiat of Glendale v. FCA US LLC (Alpha Romeo) [3060(m)]	David J. Ellis, in pro per	Modification
53. PR-2693-20 7-29-20	All Protestants signed a PSDO	Westlake Coach Company, LLC d/b/a Alfa Romeo of Westlake v. FCA US LLC (Alpha Romeo)	Thomas O'Gara, in pro per	Modification

PENDING CASES

BY CASE NUMBER

Petitions

CASE NUMBER/ DATE FILED	STATUS	PETITION	COUNSEL

C. JUDICIAL REVIEW

Judicial Review

Either the Protestant/Petitioner/Appellant or Respondent seeks judicial review of the Board's Decision or Final Order by way of a petition for writ of administrative mandamus (Code of Civil Procedure, § 1094.5). The writ of mandamus may be denominated a writ of mandate (Code of Civil Procedure, § 1084).

1. R&H AUTOMOTIVE GROUP, INC., a California corporation v. CALIFORNIA NEW MOTOR VEHICLE BOARD, a California state agency; AMERICAN HONDA MOTOR CO., INC. ACURA AUTOMOTIVE DIVISION, INC., a California Corporation, Real Party in Interest
Los Angeles Superior Court, Central District No. 20STCP01262
New Motor Vehicle Board No. CRT-278-20
Protest No. PR-2605-19

At the March 5, 2020, General Meeting, the Public Members of the Board adopted ALJ Skrocki's Recommendation and Proposed Order Granting Respondent's Motion to Dismiss as the Board's final Decision.

R&H Automotive filed a "Petition for Writ of Administrative Mandate, Writ of Traditional Mandate, and Seeking Stay" on April 3, 2020, but never served the Board. A copy of the record has not been requested.

R&H Automotive contends that the Proposed Order drafted by the ALJ and adopted by the Board includes conclusions that are unsupported by the findings. Petitioner alleges it provided evidence regarding its failure to attend the Mandatory Settlement Conference (MSC) and produce documents. Additionally, Petitioner claims the findings drafted by the ALJ and adopted by the Board are not supported by the evidence. Next, Petitioner maintains the ALJ's order finding its failure to comply with discovery and MSC obligations "as to counsel are without notice in violation of procedural due process and unsupported by the factual record."

Petitioner argues that in adopting the ALJ's Proposed Order, "the Board exceeded its jurisdictional authority and its actions constitute an abuse of discretion because (1) the Board's decision is not supported by evidence, (2) the decision is not supported by the findings, (3) petitioner was not provided a fair trial, and (4) the Board's hearing did not proceed in a manner required by law."

R&H Automotive seeks the issuance of a peremptory writ of administrative mandate directing the Board to set aside and vacate its Decision and "to adopt and issue a new and different decision reinstating the Protest." Alternatively, Petitioner seeks: (1) issuance of a writ of traditional mandate directing the Board to set aside and vacate its Decision and "to adopt and issue a new and different decision reinstating the Protest;" and (2) issuance of a writ of administrative or traditional mandate directing the Board to set aside and vacate its Decision and "consider evidence improperly excluded from the underlying hearing or evidence discovered after the hearing." Petitioner seeks a stay pending the judgment of the writ.

On May 28, 2020, Petitioner’s “Ex Parte Application for Temporary Restraining Order to Compel the Real Party in Interest to Return the \$186,000 Improperly Taken from Petitioner Without Authorization or, in the Alternative, Order to show Cause Re: the Unauthorized Taking of Same” was denied.

Kathryn Doi, Board President, determined that there is not a state interest at issue in the writ so the Board will not participate via the Attorney General’s Office.

At the July 14, 2020 Trial Setting Conference, the Judge Chalfant set an Order to Show Cause re Dismissal for Failure to Appear and for Failure to Order the Administrative Record for July 30, 2020 at 9:30 a.m. in Department 85. A trial setting conference is scheduled for September 10, 2020, at 9:30 a.m.

2. *FORD MOTOR COMPANY, a corporation v. CALIFORNIA NEW MOTOR VEHICLE BOARD, a California state agency; VISTA FORD OXNARD, LLC dba VISTA FORD LINCOLN OF OXNARD, a California LLC; and FORD OF VENTURA, INC. dba VENTURA FORD*

*Ventura County Superior Court No. 56-2020-00542092-CU-WM-VTA
New Motor Vehicle Board No. CRT-277-20
Protest No. PR-2575-18*

At the March 5, 2020, General Meeting, the Public Members of the Board adopted ALJ Kymberly Pipkin’s Proposed Decision as the Board’s final Decision. The Decision sustained the protest and did not permit Ford Motor Company (“Ford”) to proceed with the relocation of Ford of Ventura, Inc. dba Ventura Ford (“Ventura Ford”) at the proposed location in the Ventura Auto Center.

On April 17, 2020, Ford served a Petition for Writ of Administrative Mandate. Ford contends that: (1) The Board erred as a matter of law and engaged in a prejudicial abuse of discretion in failing to dismiss the protest based upon the waiver of protest rights contained in the “Stipulation for Settlement and Order Thereon” in Protest No. PR-1569-97 regarding the proposed relocation; (2) The Board’s decision that Vista Ford Oxnard, LLC dba Vista Ford Lincoln of Oxnard (“Vista Ford”) met its burden of establishing good cause under Vehicle Code 3063 was not supported by the findings of ALJ Pipkin and was based on matters not relevant under the Vehicle Code; and (3) The Board’s finding that Vista Ford met its burden of establishing good cause under Vehicle Code 3063 was not supported by the evidence presented at the hearing before ALJ Pipkin and was based on matters not relevant under the Vehicle Code.

Ford seeks the issuance of a peremptory writ of administrative mandate directing the Board to set aside and vacate its Decision and to adopt and issue a new and different Decision rejecting the Recommended Decision of ALJ Pipkin dated January 17, 2020: (1) dismissing the Protest on the basis that Vista Ford’s predecessor Mike Wallace Ford effectively waived Vista Ford’s right to protest the proposed relocation; or (2) finding that Vista Ford failed to satisfy its burden to show good cause under Vehicle Code Section 3063.

Kathryn Doi, Board President, determined that there is not a state interest at issue in the writ so the Board will not participate via the Attorney General's Office.

During the July 27, 2020, Status Hearing, the following briefing schedule was set: Ford's brief is due Thursday, September 10, 2020; Vista Ford's Opposition is due Tuesday, October 13, 2020; and Ford's Reply to the Opposition is due Friday, October 30, 2020. The hearing on the writ is scheduled for Monday, November 16, 2020, at 1:30 p.m. in Department 41.

3. GENERAL MOTORS LLC v. CALIFORNIA NEW MOTOR VEHICLE BOARD; FOLSOM CHEVROLET, INC. d/b/a FOLSOM CHEVROLET, Real Party in Interest
Los Angeles County Superior Court No. BS175257
New Motor Vehicle Board No. CRT-276-18
Protest No. PR-2483-16

At the August 13, 2018, General Meeting, the Public Members of the Board adopted ALJ Evelyn Matteucci's Proposed Decision as amended as the Board's final Decision. The Decision sustained the protest and did not permit GM to terminate the protesting dealer's Chevrolet franchise.

On September 27, 2018, General Motors LLC (GM) filed a Petition for Writ of Administrative Mandate. GM contends that in adopting the Proposed Decision, the Board exceeded its jurisdictional authority and committed numerous prejudicial abuses of discretion. GM seeks a peremptory writ of administrative mandate directing the Board to set aside and vacate its Decision and adopt a new and different decision overruling the protest or, in the alternative, to strike down the termination provisions of Sections 3060 and 3061 of the Vehicle Code as unconstitutional on their face and/or as applied. The Board received the writ on October 3, 2018. A copy of the record has been requested and is being copied.

GM contends that: (1) The Board, by its own admission, has never allowed a sales-based termination of a dealer agreement, unless it was accompanied by other grounds for termination; (2) The findings in the Decision are not supported by substantial evidence, its conclusions are not supported by its findings, and it failed to proceed in a manner required by law; (3) The ALJ altered the language of subdivision (g) of Section 11713.3 in order to "broadly and generally find RSI [retail sales index] unreasonable—a conclusion that neither the ALJ nor the Board had jurisdiction to make;" (4) There was no meaningful opportunity to rebut the Proposed Decision; (5) The Decision "invents impossible qualifications on GM's sales performance standards, gutting the terms of valid and binding contracts GM entered into with all of its Chevrolet dealers;" (6) The Board's longstanding refusal to approve sales-based terminations constitutes an underground regulation that cannot be enforced under controlling law and that precludes any claim that the Board is an impartial tribunal in termination cases; and, (7) The language and application of the Vehicle Code's termination provisions are unconstitutional under both the California and United States Constitution, violating basic due process and equal protection rights.

Kathryn Doi, Vice President and Attorney Member, determined there is a State interest at issue in the writ so the Board will participate via the Attorney General's Office. The writ challenges the Board's jurisdiction and could affect future Board cases. Michael Gowe, Deputy Attorney General, has been retained to represent the Board.

GM stipulated to December 10, 2018, as the date for the Board to file its Motion to Transfer Action to the Sacramento County Superior Court, which was scheduled for hearing on Tuesday, April 2, 2019, at 9:30 a.m. in Department 82. Folsom Chevrolet filed a Notice of Joinder in the Board's Motion to Transfer. The hearing on Mark Clouatre's Pro Hac Vice Application was also heard April 2. The Motion to Transfer was denied. The Pro Hac Vice Application was granted.

The hearing on the writ scheduled for January 21, 2020, was continued at the request of Petitioner's counsel, to April 30, 2020 at 1:30 p.m. GM's opening brief is due December 20, 2019. Folsom Chevrolet's and the Board's oppositions are due February 14, 2020. GM's reply brief is due April 3, 2020. The parties stipulated to a 30-page limit for opening and responding memoranda, and 20 pages for the reply memorandum. However, the Court refused to sign the stipulation to file briefs that exceeded the page limits under California Rule of Court, rule 3.1113. Instead, the court ordered that each party move ex parte to receive permission to file a longer brief. On January 16, 2020, the Court denied GM's motion and set the following limits: 20 pages for opening briefs and responsive briefs; 15 pages for reply. GM already filed its brief, so it needed to comply with the new page limits. The parties proposed January 27, 2020, for GM's revised opening brief, Folsom Chevrolet and the Board's oppositions were filed March 9, 2020, and GM's reply brief is due April 15, 2020.

On April 14, 2020, the Court issued the following order: "Based on current conditions including, but not limited to, the spread of Covid-19, the need for social distancing, and the states of emergency having been declared by Governor Gavin Newsom and President Donald Trump, the General Orders issued by the Presiding Judge and Statewide Orders issued by the Chief Justice, the court finds good cause to continue the hearing on the petition for writ of mandate set for April 30, 2020, to July 30, 2020, at 1:30 p.m. in Department 82."

During the July 30, 2020, hearing on the writ, the Judge made no changes to her tentative ruling. Of note: (1) the Judge said it was ok for the Board to use the factors listed in Vehicle Code section 11713.13(g) in accessing good cause to terminate;(2) GM wants to eliminate paragraphs 217-223 of the Decision but the Judge said a lot in those paragraphs pertain to (1) above; (3) the Judge was not persuaded that the Board as a whole misconstrued or misapplied the Section 11713.13(g) factors; and (4) the Judge has a problem with finding a violation of Section 11713.13(g). Phase II of the hearing (whether the Board's findings were supported by substantial evidence and any other remaining grounds for reversal) will be on October 9, 2020 at 10:00 a.m.

D.
NOTICES FILED

PURSUANT TO
VEHICLE CODE SECTIONS
3060/3070 AND 3062/3072

NOTICES FILED

PURSUANT TO VEHICLE CODE SECTIONS 3060/3070 AND 3062/3072

FEBRUARY 19, 2020 THROUGH SEPTEMBER 1, 2020

These are generally notices relating to termination or modification (sections 3060 and 3070) and establishment, relocation, or off-site sales (sections 3062 and 3072).

SECTION 3060/3070	No.	SECTION 3062/3072	No.
ACURA		ACURA	
AUDI		AUDI	
BMW		BMW (includes Mini)	
FCA (Chrysler, Jeep, Dodge, RAM)	4	FCA (Chrysler, Jeep, Dodge, RAM)	
FCA (Alfa Romeo, FIAT)	9	FCA (Alfa Romeo, FIAT)	
FCA (Maserati)		FCA (Maserati)	
FERRARI	1	FERRARI	
FORD		FORD	5
GM (Buick, Cadillac, Chevrolet, GMC)	340	GM (Buick, GMC, Cadillac)	
HARLEY-DAVIDSON		HARLEY-DAVIDSON	
HONDA		HONDA	10
HYUNDAI/GENESIS	4	HYUNDAI	1
INFINITI		INFINITI	
JAGUAR		JAGUAR/LAND ROVER	
KAWASAKI		KAWASAKI	
KTM		KTM	
KIA	1	KIA	
LEXUS		LEXUS	
MAZDA		MAZDA	
MERCEDES		MERCEDES	
MINI		MINI	
MITSUBISHI		MITSUBISHI	
NISSAN	1	NISSAN	5
POLARIS		POLARIS	
PORSCHE		PORSCHE	
SAAB-SCANIA		SAAB-SCANIA	
SUBARU		SUBARU	
SUZUKI		SUZUKI	
TOYOTA		TOYOTA	
VOLKSWAGEN		VOLKSWAGEN	
VOLVO TRUCKS	5	VOLVO	
YAMAHA		YAMAHA	
MISCELLANEOUS	5	MISCELLANEOUS	
TOTAL	370	TOTAL	21



R O S T E R
NEW MOTOR VEHICLE BOARD

P.O. Box 188680
Sacramento, California 95818-8680

<u>NAME</u>	<u>APPOINTING AUTHORITY</u>	<u>STATUS</u>
Ramon Alvarez C. Term exp. 1-15-22	Governor's Office	Dealer Member
Anne Smith Boland Term exp. 1-15-23	Governor's Office	Dealer Member
Kathryn Ellen Doi Term exp. 1-15-21	Governor's Office	Public Member
Inder Dosanjh Term exp. 1-15-21	Governor's Office	Dealer Member
Ardashes (Ardy) Kassakhian Term exp. 1-15-22	Senate Rules Committee	Public Member
Daniel P. Kuhnert Term exp. 1-15-23	Governor's Office	Public Member
Nanxi Liu Term exp. 1-15-23	Speaker of the Assembly	Public Member
Bismarck Obando Term exp. 1-15-22	Governor's Office	Public Member

STATE OF CALIFORNIA



MEMO

To: ALL BOARD MEMBERS

**From: TIMOTHY M. CORCORAN
NEW MOTOR VEHICLE BOARD
(916) 445-1888**

Subject: UPCOMING EVENTS

Date: September 3, 2020

The following highlights the upcoming Board events:

- September 16, 2020, General Meeting via Zoom
- November 4, 2020, General Meeting via Zoom

If you have any questions or concerns about any of the upcoming Board meetings, please do not hesitate to call me at (916) 324-6197.