

Good Client  
123 W 1234 N  
Provo, Utah 12345  
(801) 234-5678  
[goodclient@email.com](mailto:goodclient@email.com)  
*Plaintiff Pro Se*

---

IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

---

**GOOD CLIENT**, an individual resident of the  
state of Utah,

Plaintiff,

vs.

**CHEVROLET DEALERSHIP**, a state of  
Utah business entity operating out of Salt Lake  
County,

Defendant.

**COMPLAINT FOR FRAUD, BREACH OF  
EXPRESSED WARRANTY, DECEPTIVE  
TRADE PRACTICES, AND  
PROMISSORY ESTOPPEL**

**JURY DEMANDED**

**TIER III CASE**

Case Number:

Judge:

---

The above-captioned plaintiff, Good Client (hereinafter referred to as “**Plaintiff**”), proceeding in this matter *pro se*, hereby files this “Complaint for Fraud, Breach of Expressed Warranty, Deceptive Trade Practices, and Promissory Estoppel” (hereinafter referred to as this “**Complaint**”) against the above-captioned defendant, Chevrolet Dealership (hereinafter referred to as “**Defendant**”), and in support of this Complaint, Plaintiff states and alleges as follows:

**PARTIES**

1. Plaintiff is an individual residing in Utah County, state of Utah, who has suffered unjust damages, injuries, and losses as a result of Defendant’s tortious actions against Plaintiff—specifically, Defendant’s intentional or negligent failure to disclose the faulty state of a product that Plaintiff purchased from Defendant, as well as Defendant having had expressly purported and guaranteed the product to be reliable when, in fact, it was not.

2. Defendant is a business entity operating within Salt Lake County, state of Utah—specifically, operating as a vehicle dealership—who has caused significant damages to Plaintiff due to the reasons and the causes of action alleged herein.

3. Plaintiff reserves the right, in his sole discretion, to name additional defendants if and as they become known through the process of discovery or otherwise.

### **JURISDICTION AND VENUE**

4. Pursuant to Utah Code § 78A-5-102, this Court has original jurisdiction over this matter.

5. Pursuant to Utah Code §§ 78B-3-304 and 307, the venue in this Court is proper because the events giving rise to this claim occurred within the boundaries of the state of Utah.

### **GENERAL ALLEGATIONS AND STATEMENT OF FACTS**

#### ***Introduction***

6. This Complaint is made regarding the 2021 Honda Civic Hatchback Sport Manual (VIN number ABCDEFG1234567890; hereinafter referred to as the “**Vehicle**”) that Plaintiff purchased from Defendant on February 15, 2022.

7. On March 14, 2022, the Vehicle’s clutch and clutch assembly malfunctioned and broke down while Plaintiff was driving the Vehicle on the freeway (I-15) enroute to San Diego, California, from Utah.

8. Upon inspection of the faulty Vehicle parts (the clutch and clutch assembly), and in consideration of the short lapse of time that Plaintiff was in possession of the Vehicle (only 27 days), reason compels the strong and indubitable conclusion that the Vehicle parts that broke down did so because the previous owner of the Vehicle abused and damaged the clutch, and

Defendant sold the Vehicle to Plaintiff in that faulty condition while purporting the Vehicle to be reliable.

*Summary of Facts*

9. On February 15, 2022, at approximately 5:00 p.m., Defendant sold the Vehicle to Plaintiff while knowing (or while they should have known) that the clutch and clutch assembly (flywheel, pressure plate, and throwout bearing) of the Vehicle were faulty, worn-out, and in a state of disrepair.

10. In fact, Defendant even purportedly inspected the Vehicle before selling it to Plaintiff; Plaintiff waited for approximately one or two hours while the supposed inspection of the Vehicle was occurring.

11. Despite this ostensible inspection, Defendant sold the Vehicle to Plaintiff in a state of disrepair—promising that the Vehicle was in good condition, as was the purpose of the alleged inspection to determine.

12. Therefore, it is clear that Defendant knew, or should have known, that the Vehicle's clutch and clutch assembly were in extremely poor condition and could malfunction at any moment, but Defendant sold the Vehicle to Plaintiff in that condition regardless.

13. Furthermore, even if for some reason Defendant did not inspect the clutch and clutch assembly of the Vehicle, it would show that Defendant acted negligently in their supposed inspection because the inspection should have included vital parts such as the clutch and clutch assembly; failing to inspect the clutch and clutch assembly of the Vehicle would constitute negligence on the part of Defendant, which resulted in damages to Plaintiff, for which Plaintiff is entitled to recovery under the due process of law.

14. On March 14, 2022, approximately 27 days after purchasing the Vehicle, Plaintiff took the Vehicle on a trip from Utah to California, enroute to San Diego.

15. For most of the drive, the Vehicle performed well; however, once Plaintiff reached Victorville, California, which is approximately two and a half hours away from San Diego, he noticed that the gears on the transmission lever (i.e., the stick shift) became stuck and unable to move out of or into the gears; furthermore, the Vehicle's clutch pedal lost its responsiveness—it moved loosely and had no pressure.

16. The clutch and clutch assembly had indubitably malfunctioned and broke.

17. Plaintiff, fortuitously, was able to pull over to the side of the freeway and into a large patch of dirt that was to the shoulder of the freeway on the right side.

18. Plaintiff waited there for approximately two and a half hours for his friend to pick him up.

19. Plaintiff used his insurance to tow the Vehicle to a certified Honda dealership (hereinafter referred to as "**Honda**") in Victorville; the dealership produced a diagnosis and report of the Vehicle.

20. To repair the Vehicle, Honda quoted Plaintiff an estimate of over \$4,500.00; Plaintiff, unable to pay such a large amount of money, had the Vehicle towed to another mechanic—Good Mechanic—located in Victorville, California (hereinafter referred to as "**Mechanic**").

21. For the repairs, Mechanic quoted Plaintiff an estimate of approximately \$2,800.00.

22. That amount of money, while still large, was more accessible for Plaintiff to produce; Plaintiff went to great lengths, and suffered many inconveniences, in trying to produce the \$2,800.00 for the repairs.

23. Plaintiff was able to pay for the repairs, and on March 22, 2022, he drove the Vehicle back home to Utah with no issue.

24. The Vehicle performed well during the drive back to Utah; the Vehicle has performed well since.

***Exhibit A – Clutch and Clutch Assembly***

25. Mechanic took photos of the clutch and clutch assembly in disrepair, and Mechanic sent said photos to Plaintiff.

26. Photos of the clutch and clutch assembly in disrepair are attached hereto under “Exhibit A.”

27. The photos clearly show the unusual severity of the damage to the clutch and the clutch assembly.

28. Considering the unusual severity of the damage, as well as the testimonies of the mechanics to whom Plaintiff showed the clutch and clutch assembly (as covered more specifically hereinafter), reason compels the strong and indubitable conclusion that it is *impossible* that Plaintiff could have caused such severe damage to the clutch and clutch assembly during the short lapse of time that he had the vehicle—only 27 days—especially considering that Plaintiff’s driving habits could have in no way caused the damage, as Plaintiff drives safely and prudently, and not in a manner that would put undue and unnecessary stress on the clutch and clutch assembly.

***Exhibit B – Invoices and Reports***

29. The invoices and reports concerning this matter include invoice number 374820 from Honda (attached hereto under “Exhibit B”) in Victorville, California, as well as invoice number 0631568 from Mechanic (also attached hereto under “Exhibit B”), in Victorville, California.

30. The invoice from Honda sets forth the following facts, taken verbatim from the invoice:

- a. Plaintiff was “driving from Utah”;
- b. Plaintiff was “switching gears and [the transmission lever] would not go into any gears”;
- c. Plaintiff “felt [the] clutch give out”;
- d. Plaintiff “smelled burn[ing]”;
- e. Honda “test drove [the] vehicle [and] found [the] clutch to be slipping in the 2nd and 3rd gear, under normal load conditions”; and
- f. Honda recommended “replacing [the] clutch assembly.”

31. The invoice from Mechanic sets forth the following facts, which are taken directly from the invoice verbatim:

- a. “Customer stated he has only been in possession of the vehicle for 20 days”;
- b. It is “unlikely [that] customer could damage [the] clutch in that amount of time”;
- c. that the “clutch [is] slipping from 2nd gear on up”; and
- d. that they “recommend replacing [the] clutch assembly.”

32. A vehicle as new as the Vehicle that Plaintiff purchased from Defendant should not have had the problems it did; all three affiant mechanics agree on that, as more specifically covered hereinafter.

33. Indeed, the invoice from Mechanic even sets out that it is unlikely that Plaintiff could have damaged the clutch in the short lapse of time he had the vehicle.

***Exhibit C - Affidavits***

34. Plaintiff provides four sworn affidavits in support of his case, all attached under “Exhibit C” hereto.

35. The following people, including Plaintiff, made affidavits in support of Plaintiff’s case:

- a. Good Client;
- b. Good Affiant 1;
- c. Good Affiant 2; and
- d. Good Affiant 3.

36. Importantly, all the affidavits provided agree on three of several things: (1) it was not Plaintiff’s fault that the clutch gave out; (2) Defendant sold the Vehicle to Plaintiff while knowing that it had a faulty clutch; and, therefore, (3) Plaintiff is entitled to recover the costs of repair, as well as other costs, from Defendant.

37. The three affiants, other than Plaintiff, are experienced and seasoned vehicle mechanics with copious and diverse experience as to the material issues of this case.

38. Therefore, if Plaintiff called these three affiants to testify, their testimony would be most persuading to a jury or the trier of fact.

39. Of the affiants, Good Affiant 1 has three years of experience as a mechanic; Good Affiant 2 has thirteen years of experience as a mechanic; and Good Affiant 3 has twenty-eight years of experience as a mechanic.

40. The differences and diversity between these mechanics' respective experiences as mechanics provide a rich source of knowledge and information useful to proving the material issues of fact of this case.

### *Injuries*

41. Plaintiff, fortunately, suffered no physical injuries during the ordeal of having the Vehicle's clutch and clutch assembly break down in the middle of the freeway while travelling at high speeds.

42. However, Plaintiff was severely inconvenienced and damaged mentally by this ordeal, and he also had to inconvenience others in order to get out of the situation he was in (Plaintiff had to call a friend to pick him up at the location he was in, which was over two and a half hours away).

43. Furthermore, Plaintiff was *severely, severely* inconvenienced and damaged by the cost of the repairs—indeed, Plaintiff had to somehow produce approximately \$2,800.00 for the repairs, which totally impaired and severely hurt Plaintiff's financial solvency.

44. Plaintiff simply did not have the funds to pay for the repairs, but he had to somehow produce the funds regardless.

45. Plaintiff went through *great* lengths to produce the funds necessary for the repairs.

46. The cost of Plaintiff's tremendous efforts, as well as inconveniences he suffered, must be fairly compensated by Defendant in order to repair Plaintiff's past anguish, mental and emotional suffering, and injuries caused by this ordeal—which occurred as a direct result of Defendant's dishonesty and/or negligence in selling a vehicle with a faulty clutch to Plaintiff.

47. Pursuant to relevant and applicable caselaw, reason compels the strong conclusion that Plaintiff is entitled to compensation from Defendant for Plaintiff's mental and emotional damages suffered, for the significant inconveniences Plaintiff was imposed to undergo, and for the punitive and exemplary damages that the law, acting in the best interests of justice, *must* impose against Dealer for their egregious tortious conduct in knowingly selling a vehicle to Plaintiff with a faulty clutch—which act of dishonesty they have most likely committed against other consumers as well!

48. This is the end of these General Allegations and Statement of Facts.

### **FIRST CAUSE OF ACTION**

#### *Fraud*

49. Plaintiff incorporates and realleges by this reference all the above paragraphs as if fully set forth herein.

50. Jury instruction CV1801, "Elements of fraud," provides that, in order to prove a claim for fraud, a plaintiff must prove each of the following elements by clear and convincing evidence:

- a. that Defendant made a false statement about an important fact;
- b. that either Defendant made the statement knowing it was false, or Defendant made the statement recklessly and without regard for its truth;
- c. that Defendant intended that Plaintiff would rely on the statement;

- d. that Plaintiff reasonably relied on the statement; and
- e. that Plaintiff suffered damages as a result of relying on the statement.

51. In applying the foregoing elements of fraud as described by the above-referenced jury instructions, it is clear that (1) Defendant made a false statement about the Vehicle's clutch and clutch assembly in the form of purporting said Vehicle parts to be reliable upon the purchase of the Vehicle when, in fact, they were not; that (2) Defendant purported the faulty vehicle parts to be reliable while *knowing* that such a statement was false, or Defendant purported the faulty vehicle parts to be reliable recklessly and without regard for the truth; that (3) Defendant clearly intended that Plaintiff rely on Defendant's false statements regarding the reliability of the Vehicle, which Plaintiff did indeed do as evidenced by his purchasing of the Vehicle; that (4) Plaintiff reasonably relied on Defendant's statement as to the reliability of the Vehicle, as any reasonable person in Plaintiff's position would do; and that (5) Plaintiff clearly suffered significant damages as a result of his reasonable reliance upon Defendant's statements regarding the reliability of the Vehicle.

52. Additionally, looking at this matter from a different perspective to further establish fraud on the part of Defendant, the case of *Pace v. Parish*<sup>1</sup> provides that the elements of **fraudulent misrepresentation** are as follows:

- a. That a representation was made;
- b. concerning a presently existing material fact;
- c. which was false;
- d. which the representor either;

---

<sup>1</sup> 122 Utah 141, 144–45, 247 P.2d 273, 274–75 (1952).

- i. knew to be false; or
- ii. made recklessly, knowing that he had insufficient knowledge upon which to base such representation;
- e. for the purpose of inducing the other party to act upon it;
- f. that the other party, acting reasonably and in ignorance of its falsity;
- g. did in fact rely upon it;
- h. and was thereby induced to act;
- i. to his injury and damage.

53. In applying the foregoing elements of **fraudulent misrepresentation** found in the case of *Pace* to the case at hand against Defendant, it is indubitable that,

- a. a representation was made concerning the presently existing material facts surrounding the Vehicle, and the current quality and reliability thereof, that Defendant sold to Plaintiff, which representation was that the Vehicle was in good operating condition and that it was *reliable*;
- b. however, this representation by Defendant was *false*, as the Vehicle's clutch and clutch assembly were not in good operating condition, and the Vehicle, therefore, was not reliable;
- c. this false representation by Defendant was either done intentionally or made recklessly;
- d. the false representation by Defendant was made for the purpose of inducing Plaintiff to act upon the false representation, and indeed, Plaintiff, acting reasonably and in ignorance of the falsity of the representation made by

Defendant, did rely and act upon the false representation by agreeing to purchase the Vehicle from Defendant—which is what occurred;

- e. therefore, Plaintiff was, thereby, induced to act; and
- f. this action by Plaintiff—i.e., purchasing the Vehicle—resulted in unfair injuries and damages to Plaintiff.

54. Therefore, considering the above enumerated factors, it is clear that Defendant is liable for **fraudulent misrepresentation** against Plaintiff.

55. Whichever angle this matter is looked at—whether relying upon the elements of **fraud** as established by jury instruction CV1801, or relying on the elements of **fraudulent representation** as established by *Pace*—it is unquestionable that Defendant committed clear fraud against Plaintiff by inducing Plaintiff to act upon Defendant’s fraudulent representations regarding the reliability and condition of the Vehicle, to Plaintiff’s significant detriment.

**SECOND CAUSE OF ACTION**  
*Breach of Expressed Warranty*

56. Plaintiff incorporates and realleges by this reference all the above paragraphs as if fully set forth herein.

57. To prove that there was an express warranty, Plaintiff must show that (1) Defendant made affirmations or promises, including product descriptions, that (2) became a basis of a bargain; and, to recover for a breach of the warranty, Plaintiff must show that (3) Plaintiff relied on the warranty, and that (4) there were consequential damages to Plaintiff.

58. In the matter at hand, Defendant made clear affirmations and guarantees about the reliability and good operating condition of the Vehicle, including that the Vehicle was in a good

state and that it was roadworthy, which is what the ostensive two-hour inspection of the Vehicle was intended to determine.

59. Indeed, the fact that an ostensive two-hour inspection of the Vehicle was performed *implicitly guarantees* that the Vehicle was in good operating condition, as the inspection would, by its merits alone, support the notion that the Vehicle was supposedly in good operating condition, and so an implicit guarantee regarding the Vehicle was made; furthermore, the inspection also *expressly warrantied* the Vehicle as to its reliability and good condition, as the fact that Defendant sold the Vehicle to Plaintiff *after* the ostensive inspection of the Vehicle shows that Defendant was *confident* as to the Vehicle's good operating condition, and Defendant conveyed said confidence to Plaintiff, and so said confidence directly constituted an express warranty to Plaintiff as to the Vehicle's reliability and good operating condition, which express warranty Plaintiff reasonably relied on, and by relying upon it, Plaintiff suffered harm, injuries, and damages, and was prejudiced in general, to his significant and unfair detriment.

60. Statements that a vehicle is safe, roadworthy, and/or that it will perform in a certain way, are express warranties.

61. Defendant, indeed, made statements that the Vehicle was safe, roadworthy, and that it would perform in a certain way, which induced Plaintiff to purchase the Vehicle; therefore, there was fraud in the inducement of the sale of the Vehicle, as Defendant's statements regarding the Vehicle's roadworthiness were *false*, because the Vehicle *was not* roadworthy.

62. Plaintiff's averment that Defendant made promises about the safety, condition, and roadworthiness of the Vehicle, thusly, support the conclusion that there was an express warranty made by Defendant.

63. Given the fact that Defendant sold the Vehicle to Plaintiff while the Vehicle was in a state of disrepair, it is unquestionable, therefore, that there was a breach in the express warranty made by Defendant to Plaintiff regarding the reliability of the Vehicle.

64. Furthermore, looking at this matter from a different perspective, to prove a **breach of express warranty** claim against a defendant, the elements incumbent upon the plaintiff to prove may include that,

- a. the plaintiff purchased a product from the defendant;
- b. the defendant gave an express warranty by way of a description of the product, a promise, or a fact;
- c. the product failed to perform according to the defendant's (i.e., the seller's) description; and
- d. the plaintiff suffered some form of financial or personal damages as a result of the breach of express warranty by the defendant.

65. In applying the foregoing elements of **breach of express warranty**, as described above, to the case at hand against Defendant, it is clear that,

- a. Plaintiff did, indeed, purchase a product from Defendant—the Vehicle;
- b. Defendant gave an express warranty by way of description of the Vehicle, *and* a promise, *and* a fact—to wit: Defendant unmistakably expressed to Plaintiff that the Vehicle was in good working order, and Defendant even ostensibly performed a two-hour inspection of the Vehicle to ensure that the Vehicle was in good working order, and so Defendant gave an *express warranty* to Plaintiff that the Vehicle was in good working order via describing the

Vehicle to Plaintiff and purporting the Vehicle to be reliable, through Defendant promising to Plaintiff that the Vehicle was in good working order, and via the fact that an ostensible inspection was performed on the Vehicle to ensure that the Vehicle was in good working order;

- c. therefore, there was an express warranty made by Defendant clearly vouching for the reliability and roadworthiness of the Vehicle;
- d. the Vehicle failed to perform according to Defendant's description of the Vehicle and in consideration of Defendant's ostensible inspection of the Vehicle; indeed, the Vehicle failed to perform according to Defendant's description at the very moment when the clutch and the clutch assembly malfunctioned; and
- e. Plaintiff suffered financial and personal damages as a result of Defendant's breach of their express warranty to Plaintiff.

66. Therefore, considering the above enumerated factors, it is clear and indubitable that Defendant is liable for **breach of express warranty** against Plaintiff.

### **THIRD CAUSE OF ACTION**

#### *Deceptive Trade Practices*

67. Plaintiff incorporates and realleges by this reference all the above paragraphs as if fully set forth herein.

68. Section 5(a) of the Federal Trade Commission Act (FTC Act) (15 USC §45) prohibits "**deceptive acts or practices in or affecting commerce**" (hereinafter referred to as the "**Act**").

69. The Act provides that an act or practice is deceptive where,

- a. a representation, omission, or practice misleads, or is likely to mislead, the consumer;
- b. a consumer's interpretation of the representation, omission, or practice is considered reasonable under the circumstances; and
- c. the misleading representation, omission, or practice is material.

70. In applying the foregoing elements of **“deceptive practices in or affecting commerce”** as described above to the case at hand against Defendant, it is clear that,

- a. the representation and omission made to Plaintiff by Defendant concerning the Vehicle did, indeed, mislead Plaintiff into purchasing a vehicle with a faulty clutch, all while Defendant knowing (or should have known) that the Vehicle had a faulty clutch; thusly, Defendant's practices were, and are, deceptive, because Defendant should have been truthful about the Vehicle's actual condition of disrepair;
- b. Plaintiff's interpretation of Defendant's statements was reasonable under the circumstances in which Plaintiff purchased the Vehicle; indeed, if one is told by a vehicle dealership that a particular vehicle is in good working order, and that, furthermore, a two-hours inspection of the vehicle was performed, any reasonable person would conclude that the vehicle is in good condition and working properly, and, therefore, purchase said vehicle; and
- c. the “misleading representation, [and] omission, [and] practice” of Defendant were **material** because they involved important information significant enough to determine a legal issue in this case.

71. Therefore, considering the above enumerated factors, it is indubitable that Defendant is liable for deceptive trade practices against Plaintiff.

72. Furthermore, looking at this matter from a different perspective, Utah Code §§ 13-11a-3(1)(f), (g), and (t), as well as 13-11a-3(6), provide that,

(1) Deceptive trade practices occur when, in the course of a person's business, vocation, or occupation that person . . . (f) represents that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used, or second-hand; [or] (g) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; [or] (t) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding. [Furthermore,] (6) [t]o prevail in an action under this chapter, a complainant need not prove competition between the parties or actual confusion or misunderstanding.

73. In this matter, deceptive trade practices indisputably occurred on the part of Defendant (i) when Defendant, in their course of their vocation, represented that the Vehicle's clutch and clutch assembly were original and in a good state, while, in fact, the clutch and clutch assembly were heavily deteriorated and in a state of disrepair; *and* (ii) when Defendant represented to Plaintiff that the Vehicle was of high quality and grade, while in fact, it was another—a state of disrepair of the clutch and clutch assembly; *and* (iii) when Defendant engaged in conduct such as performing an ostensible vehicle inspection on the Vehicle, which created a clear “likelihood of confusion or of misunderstanding” as to the Vehicle's true state and condition.

74. Furthermore, pursuant to Utah Code § 13-11a-3(6), as referenced above, “[t]o prevail in an action under this chapter, a complaining need not prove . . . actual confusion or misunderstanding.”

75. Therefore, even though Plaintiff amply proved that there exists and existed “actual confusion [*and*] misunderstanding” as a result of Defendant’s false statements regarding the condition of the Vehicle, Plaintiff, pursuant to the code, *need not* prove “actual confusion or misunderstanding,” and so the extent of Plaintiff’s proof regarding the “actual confusion or misunderstanding” caused by Defendant regarding the Vehicle ends here, because no such proof is required of Plaintiff to prevail in this Deceptive Trade Practices claim against Defendant.

**FOURTH CAUSE OF ACTION**  
*Promissory Estoppel*

76. Plaintiff incorporates and realleges by this reference all the above paragraphs as if fully set forth herein.

77. Pursuant to Utah caselaw, to prove Promissory Estoppel, one must establish that (1) the promisee acted with prudence and in reasonable reliance on a promise made by the promisor; that (2) the promisor knew that the promisee had relied on the promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person; that (3) the promisor was aware of all material facts; that (4) the promisee relied on the promise; and (5) that the reliance resulted in a loss to the promisee.

78. In applying the foregoing elements of Promissory Estoppel as described above, to the case at hand against Defendant, it is clear that,

- a. a promise regarding the Vehicle and its condition was made on the part of Defendant—the promisor;
- b. Plaintiff—the promisee—acted with *prudence* and in *reasonable* reliance (as any reasonable person of ordinary prudence would) on the promise made by Defendant regarding the Vehicle and its condition;

- c. Defendant—as the promisor—knew that Plaintiff relied on Defendant’s promise regarding the Vehicle and its condition when Plaintiff made the purchase of the Vehicle;
- d. Defendant reasonably expected that Defendant’s promise to Plaintiff would induce action or forbearance on the part of Plaintiff—the promisee—which, indeed, happened in the form of Plaintiff purchasing the Vehicle from Defendant;
- e. Defendant was aware, or should have been aware, of all material facts surrounding this matter—specifically, the Vehicle and the state of disrepair in which they sold it to Plaintiff; Defendant was *aware* that they were selling a faulty vehicle to Plaintiff, and they proceeded with that tortious course of conduct regardless of their knowledge;
- f. Plaintiff relied on Defendant’s promise regarding the Vehicle’s condition when purchasing the Vehicle; and
- g. Plaintiff’s reliance on Defendant’s promise regarding the Vehicle’s condition has resulted in significant losses and other damages to Plaintiff.

79. Therefore, considering the above-enumerated factors, all the required elements of Promissory Estoppel have been amply satisfied, and it is, consequently, indubitable that Defendant breached its promises made to Plaintiff regarding the Vehicle’s condition and reliability, and that this breach caused damages, injuries, and other losses to Plaintiff.

80. Thusly, upon the foregoing, Defendant is liable for Promissory Estoppel against Plaintiff.

### SPECIAL DAMAGES

81. The Special Damages suffered by Plaintiff in this matter as a result of Defendant's wrongful and tortious actions against Plaintiff are included in the table below, as follows:

<b>COST OF VEHICLE REPAIR AND LEGAL FEES</b>			
<b>Date of Service</b>	<b>Provider and Type of Service</b>	<b>Amount Billed</b>	<b>Subtotal</b>
March 15, 2022	Honda - Vehicle damage diagnosis.	\$169.95	\$169.95
March 16, 2022	Mechanic – Clutch and clutch assembly replacement/repair.	\$2,741.98	\$2,911.93
March 28, 2022 – July 4, 2022	Altiozem Legal Services – Preparation of Settlement Demand Letter, invoices and reports, and affidavits (writing and obtaining affidavits from affiants).	\$1,900.00	4,811.93
June 1, 2022 – June 10, 2022	Good Law Firm – Review of draft settlement demand letter and supporting materials; finalization and sending of collection demand letter to Chevrolet Dealership.	\$480.00	\$5,291.93
<b>TOTAL SPECIAL DAMAGES:</b>			<b>\$5,291.93</b>

82. Listed above are the reasonable and essential Special Damages—i.e., the cost of repair of the Vehicle necessitated as a direct result of Defendant's actions and negligence against Plaintiff, as well as the legal fees incurred by Plaintiff in preparing this action and case in general; any other fee(s) incurred in preparing this action are also hereby included by this reference.

### GENERAL DAMAGES

83. In determining an appropriate amount for General Damages, several portentous and material factors were considered: Plaintiff's inconveniences, grievances, pain, and suffering

were evaluated in light of the type of damages sustained, existing caselaw, and recent jury and bench awards in comparable cases.

84. Furthermore, General Damages were calculated in light of the amount of the Special Damages suffered by Plaintiff—four times the amount of Plaintiff’s Special Damages added to the amount that is actually meant to cover the Special Damages.

85. Therefore, Plaintiff’s General Damages are in the amount of **\$26,459.65**.

### **PUNITIVE AND EXEMPLARY DAMAGES**

86. Defendant’s conduct and *prima facie* **fraud** against Plaintiff, as well as the other causes of action provided herein, was egregious, and Defendant has probably done the same with other consumers as well.

87. Therefore, it is incumbent upon this Court to assign punitive and exemplary damages against Defendant in this case in order to deter Defendant’s fraudulent behavior from reoccurring with other consumers, as well as to make an example out of Defendant so that other dealerships and similar businesses avoid conduct such as Defendant’s conduct.

88. Regarding the award of punitive and exemplary damages in similar cases, Utah Code § 78B-8-201 provides that,

. . . punitive [and exemplary] damages may be awarded only if compensatory or general damages are awarded and it is established by clear and convincing evidence that the acts or omissions of the tortfeasor are the result of willful and malicious or intentionally fraudulent conduct, or conduct that manifests a knowing and reckless indifference toward, and a disregard of, the rights of others.

89. Pursuant to the foregoing, Plaintiff proffers that this Court would likely award compensatory or general damages in this case, and so Plaintiff could very likely be entitled to

punitive and exemplary damages against Defendant as well, if Plaintiff can prove and establish “by clear and convincing evidence[,] that the acts [*and*] omissions of [Defendant] are the result of *willful* and *malicious* or *intentionally fraudulent* conduct, or conduct that manifests a *knowing* and *reckless indifference* toward, and a *disregard of, the rights* of others” (emphasis added).

90. In the case at hand, Plaintiff has abundantly and amply proven, by clear and convincing evidence before this Court, that the acts and omissions of Defendant, while perhaps not amounting to “malicious” conduct, do indisputably amount to “willful” and “intentionally fraudulent” conduct, which, in itself, satisfies the standard for punitive and exemplary damages.

91. Furthermore, with the foregoing established, Plaintiff has proven and established that Defendant’s conduct “manifests a knowing and reckless indifference toward, and a disregard of, the rights of others”; indeed, because Defendant defrauded Plaintiff by selling Plaintiff a vehicle with a faulty clutch, it is very likely—indisputably so—that Defendant has done the same to other consumers.

92. By having committed this tortious act not only against Plaintiff, but extremely clearly likely against other consumers as well, Defendant is showing an indisputable “knowing and reckless indifference toward, and disregard of, the rights of others.”

93. Defendant *must* be punished appropriately and *effectively* for their intentional tortious conduct against Plaintiff and others; an award of punitive and exemplary damages is more than appropriate in this case.

94. In determining an appropriate amount of punitive and exemplary damages, several factors were considered, including Defendant’s conduct in contrast with appropriate caselaw and other legal sources.

95. Pursuant to the verdicts reached in applicable caselaw, Plaintiff would be entitled to punitive and exemplary damages against Defendant in a range from **\$35,000.00** to **\$500,000.00**.

96. The amount of total damages—Special Damages, General Damages, and Punitive and Exemplary Damages—are provided in the table below.

<b>Type of Damages</b>	<b>Amount</b>
Special Damages	\$5,291.93
General Damages	\$26,459.65
Punitive and Exemplary Damages Range	\$35,000.00 - \$500,000.00
<b>TOTAL DAMAGES RANGE</b>	<b>\$66,751.58 - \$531,751.58</b>

#### **JURY DEMAND**

97. Plaintiff hereby demands a jury to adjudicate the facts of this case; Plaintiff demands that a jury of his peers act as the trier of fact in this matter, as that would satisfy the interests of justice.

#### **CONCLUSION**

In conclusion, it is undisputable that Plaintiff has suffered significant damages, injuries, and losses due to the amply proven claims against Defendant of Fraud, Breach of Expressed Warranty, Deceptive Trade Practices, and Promissory Estoppel, as has been heretofore explained and demonstrated.

Indeed, the foregoing causes of action are based on Defendant's dishonest and fraudulent conduct against Plaintiff in selling Plaintiff a vehicle with a faulty clutch and clutch assembly while purporting said vehicle to be in good condition and reliable—and even guaranteeing, through Defendant's ostensible inspection of the Vehicle, that the Vehicle was in good condition and reliable.

Defendant's dishonest and fraudulent conduct against Plaintiff has unduly caused damages, injuries, and losses upon Plaintiff, which Plaintiff cannot recover from save it be through court intervention, which Plaintiff is entitled to recover from under the due process of law as well as in the furtherance of the best interests of the law.

Furthermore, Defendant knew, or should have known, that their fraudulent course of conduct would cause significant injuries, subsequent damages, and unfair losses to Plaintiff, but Defendant went forward with that course of conduct despite this knowledge, making Defendant's course of conduct entirely intentional and reckless, as Defendant was aware, or should have been aware, of the substantial risk of harm against Plaintiff which would result from their actions, but they went forward with their course of conduct regardless of knowing the consequences that would befall upon Plaintiff.

Defendant's negligence, recklessness, and deliberate actions against Plaintiff in selling Plaintiff a vehicle in disrepair while purporting it to be in good condition and reliable, therefore, warrant the highest recourse available by the Court.

Plaintiff did not deserve the significant damages, injuries, and losses caused to it by Defendant's wanton fraudulent misrepresentations regarding the Vehicle, and so Plaintiff is entitled to relief from the Court against Defendant.

Plaintiff deserves to be made whole again and recover what Defendant has caused Plaintiff to lose.

Plaintiff deserves to be fairly compensated for the special damages, general damages, and punitive and exemplary damages suffered as a result of Defendant's deliberate and dishonest actions against Plaintiff.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Good Client, prays for judgment against Defendant, Chevrolet Dealership, as follows:

- A. awarding Plaintiff all **special damages** suffered as a result of Defendant's wrongdoings, in an amount to be proven at trial and determined by the trier of fact, but totaling no less than **\$5,291.93**;
- B. awarding Plaintiff all **general damages** suffered as a result of Defendant's wrongdoings, in an amount to be proven at trial and determined by the trier of fact, but totaling no less than **\$26,459.65**;
- C. awarding Plaintiff all **punitive and exemplary damages** as the Court deems effective and essential to punish Defendant for their wrongdoings, and to make an example out of Defendant to deter others from engaging in similar action, in an amount to be proven at trial and determined by the trier of fact, but totaling between a range of no less than **\$35,000.00 - \$500,000.00**; and
- D. awarding Plaintiff such other, further, and different relief as the Court deems just, proper, and equitable under the circumstances of this matter.

DATED July 26, 2022.

/s/ Good Client  
Good Client,  
*Plaintiff Pro Se*

# Exhibit A



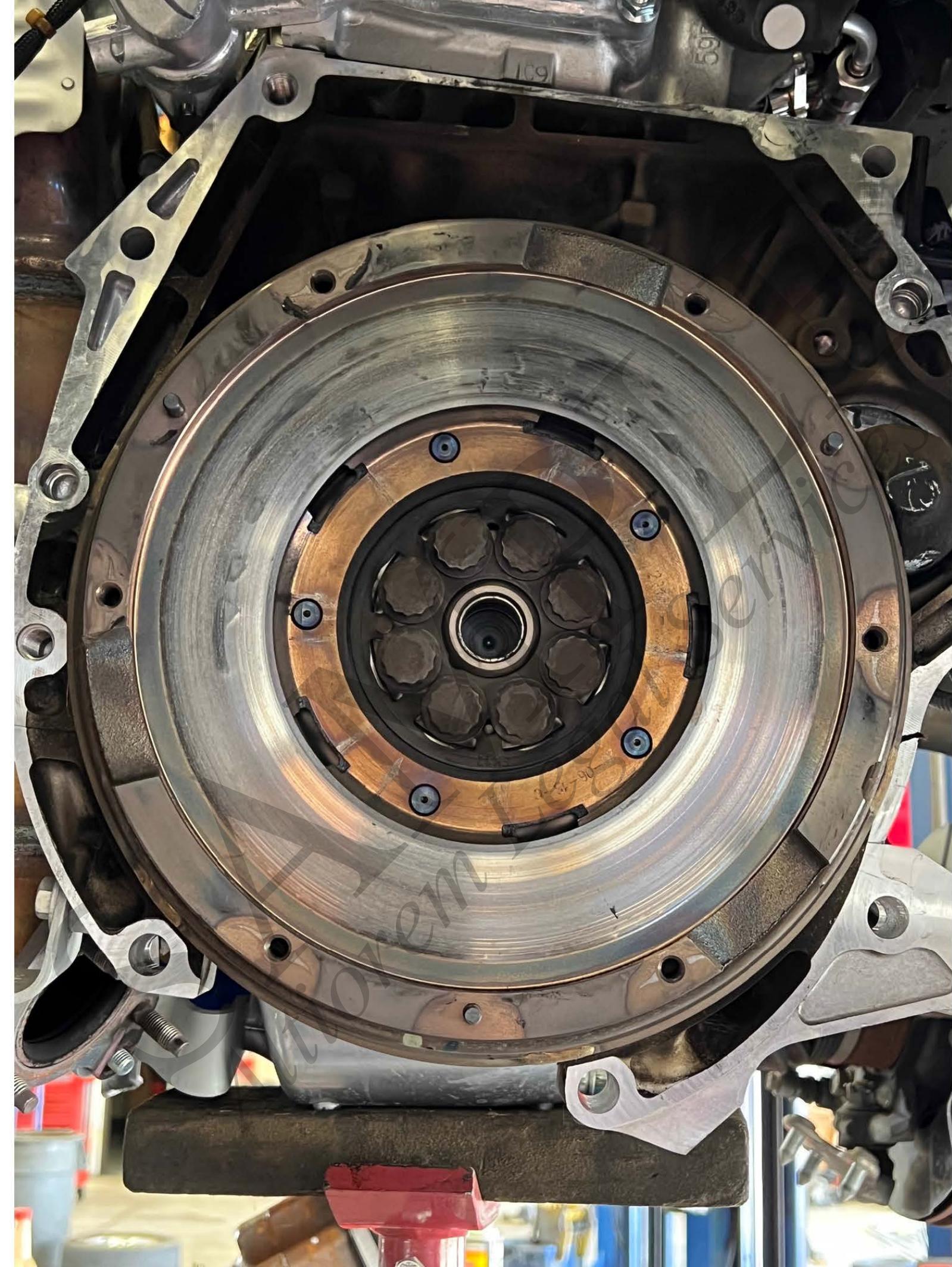


MADE IN JAPAN

8K314

SCC

M SIDE





# Exhibit B



HONDA

CUSTOMER #: [REDACTED]

\*INVOICE\*

PAGE 2

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	21	HONDA CIVIC	[REDACTED]		14679/14679	[REDACTED]
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN21 DD			19:00 14MAR22			CASH
R.O. OPENED	READY	OPTIONS: DLR:208268				
17:38 14MAR22	13:56 16MAR22					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
//					RECOMMENDED BY: [REDACTED]		
//					LINE ASSOCIATED: [REDACTED]		
					DENIAL ADDED BY: [REDACTED]		
					ESTIMATE: 3898.73		

THANK YOU FOR COMING IN TODAY  
PLEASE RATE OUR SERVICE DEPARTMENT

EXCELLENT    GOOD    FAIR    POOR

VISA  DISC  CASH   
M.C.  AMEX  UTA

MAR 16 2022

CASHIER: [REDACTED]

OUR SERVICE DEPT. HOURS  
MONDAY - FRIDAY  
7:00 A.M. TO 7:00 P.M.  
SATURDAY  
7:00 A.M. TO 5:00 P.M.

Tire pressure check/inflation service was performed.  
RF \_\_\_\_\_ psi LF \_\_\_\_\_ psi RR \_\_\_\_\_ psi LR \_\_\_\_\_ psi

Customer declined tire pressure check/inflation service.

Initials \_\_\_\_\_

IMPORTANT: PLEASE REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE, OR FOR LOSS CAUSED BY THEFT, FIRE, OR VANDALISM WHILE YOUR VEHICLE REMAINS WITH DEALERSHIP.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

SORRY. NO LOAN CARS ARE AVAILABLE.

ORIGINAL ESTIMATE	REVISED ESTIMATE	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	169.95
I acknowledge notice and oral approval of an increase in the original estimated price.		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
X _____ CUSTOMER SIGNATURE		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
WE ARE DEDICATED TO GOOD SERVICE AND WE TRUST YOU WERE SERVED IN A COURTEOUS AND PROFESSIONAL MANNER. IF YOU HAVE ANY QUESTIONS, PLEASE NOTIFY YOUR SERVICE ADVISOR IMMEDIATELY.		TOTAL CHARGES	169.95
		LESS INS./ADJ.	0.00
CUSTOMER SIGNATURE      VEHICLE RELEASE		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	169.95

E.P.A. [REDACTED] B.A.R. [REDACTED]

Notice to consumer: Please read important information on back.

CUSTOMER COPY

## STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY ACT AS FOLLOWS:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

### PARTS & ACCESSORIES

NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY [REDACTED] CONCERNING ANY PARTS OR ACCESSORIES YOU ARE PURCHASING. THE ONLY WARRANTIES, IF ANY ARE MADE BY THE MANUFACTURER, ALL PARTS AND ACCESSORIES ARE SOLD BY [REDACTED] ON AN "AS IS" OR "ALL FAULTS" BASIS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PARTS AND ACCESSORIES IS WITH YOU THE BUYER AND POSSIBLY THE MANUFACTURER, IF ANY OF THESE PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING PURCHASE, YOU THE BUYER AND POSSIBLY THE MANUFACTURER BUT NOT [REDACTED] ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

- Customer is hereby notified that the said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the dealer.
- Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
- The dealer is not responsible for unavailability of parts or delays in parts shipment beyond dealer's control.
- Due to the type of service requested some repairs must be sublet.
- All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side hereof.
- If the vehicle described herein is not called for within three (3) days after such notice is given, a storage charge of \$100.00 per day will be made for each day thereafter.
- Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
- In addition to any and all other legal remedies available, I authorize Said Dealer to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien, Said Dealer is hereby expressly authorized to sell said vehicle at public action after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles.

Said expenses for sale shall also include a reasonable attorney's fee, which may be necessarily incurred.

If any such charges remain unpaid for thirty (30) days after such request for payment, Said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

**TO OUR SERVICE CUSTOMERS:** Our usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs. You will be charged no more than the estimated price approved by you. However, if we discover that different or actual repairs are indicated, you will be contacted for your advance approval of a revised estimate

### LIMITED WARRANTY - LABOR

[REDACTED] WARRANTS ALL LABOR PERFORMED TO YOUR MOTOR VEHICLE AS SET FORTH ON THE REVERSE SIDE FOR A PERIOD OF ONLY 90 DAYS OR 4,000 MILES, WHICHEVER OCCURS FIRST. THIS TIME PERIOD AND MILEAGE DETERMINATION SHALL COMMENCE FROM THE DATE THE LABOR HAS BEEN COMPLETED.

WE USE GENUINE FACTORY PARTS (NEW OR REMANUFACTURED UNLESS SPECIFIED OTHERWISE).

GENUINE HONDA PARTS ARE GUARANTEED BY THE MANUFACTURER FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL WARRANTY WORK MUST BE PERFORMED BY [REDACTED] AT ITS PLACE OF BUSINESS LOCATED AT [REDACTED] TO OBTAIN ANY WARRANTY WORK YOU MUST BRING YOUR MOTOR VEHICLE TO THIS ADDRESS, AT OWNER'S EXPENSE, PRIOR TO THE EXPIRATION OF YOUR WARRANTY.

THIS WARRANTY IS EFFECTIVE ONLY IF THE MOTOR VEHICLE IS OPERATED IN A NORMAL AND ORDINARY MANNER.

THIS WARRANTY IS NOT TRANSFERABLE AND MAY BE ENFORCED ONLY BY YOU SO LONG AS YOU OWN THE MOTOR VEHICLE TO WHICH THIS LABOR HAS BEEN PERFORMED.

ANY IMPLIED WARRANTIES YOU MAY BE ENTITLED TO BY LAW SHALL BE LIMITED IN DURATION TO THE DURATION OF THE ABOVE DESCRIBED EXPRESS WARRANTY.

### NOTICE TO MOTORISTS SMOG CHECK CONSUMER ASSISTANCE PROGRAM

If a vehicle needs Smog Check repairs to meet California emissions standards, the State of California Consumer Assistance Program provides the following options:

**Repair Assistance** allows motorists to receive financial help for emissions related repairs from the state. Motorists must pay for any Smog Check inspection costs, as well as a copayment, in order to receive state help. Motorists may qualify in one of two ways:

- Motorists meeting certain household income requirements.

**Test Only**-Motorists who are required to have a vehicle inspected at stations that perform only tests, and no repairs (Test-Only stations). This requirement is indicated on the DMV registration renewal notice for the vehicle.

**Vehicle Retirement** allows motorists the option of selling a vehicle to the state instead of repairing it. The state will retire the vehicle at an approved dismantler.

**Repair Cost Waivers** enable motorists to temporarily register a vehicle (for up to two years) without it passing a Smog Check inspection. To qualify, a motorist must spend at least \$450 on emissions-related repairs at a licensed Smog Check station.

For more information:  
Call the Department of Consumer Affairs at 1-800-952-5210 or  
Visit the Smog Check website at [www.smogcheck.ca.gov](http://www.smogcheck.ca.gov).

Some vehicles are not eligible for the Smog Check Consumer Assistance Program.

Some emission control components are warranted by the manufacturer of the vehicle for 3 years or 50,000 miles, whichever occurs first. And some emission warranties may be greater.

**WARNING** Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65:



HONDA

CUSTOMER #: [REDACTED]

\*INVOICE\*

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
GRAY	21	HONDA CIVIC	[REDACTED]		14679/14679	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 DD			19:00 14MAR22			CASH	16MAR22

R.O. OPENED [REDACTED] READY [REDACTED] OPTIONS: DLR:208268

17:38 14MAR22 13:56 16MAR22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A DRIVING FROM UTAH AND SWITCHING GEARS AND WOULD NOT GO INTO ANY GEARS AND FELT CLUTCH GIVE OUT. SMELLED BURN. PURCHASED VEHICLE FROM [REDACTED]

DIAG1 DRIVING FROM UTAH AND SWITCHING GEARS AND WOULD NOT GO INTO ANY GEARS AND FELT CLUTCH GIVE OUT. SMELLED BURN. PURCHASED VEHICLE FROM [REDACTED]

55647 CPH 169.95 169.95

PARTS: 0.00 LABOR: 169.95 OTHER: 0.00 TOTAL LINE A: 169.95

14679 TEST DROVE VEHICLE, FOUND CLUTCH TO BE SLIPPING IN 2ND AND 3RD GEAR, UNDER NORMAL LOAD CONDITIONS, RECOMMEND REPLACING CLUTCH ASSEMBLY, IT MAY BE POSSIBLE TO RESURFACE FLYWHEEL BUT UNABLE TO TELL UNITLL FLYWHEEL IS REMOVED. RESURFACE COULD ADD 2 TO 3 DAYS TO REPAIR TIME. CUSTOMER DECLINE REPAIRS AND WILL HAVE VEHICLE TOWED OUT

\*\*\*\*\*

B PERFORM VISUAL MULTI POINT INSPECTION. CHECK AND SET TIRE PRESSURES AS PER STATE OF CALIFORNIA.

MPI PERFORM VISUAL MULTI POINT INSPECTION. CHECK AND SET TIRE PRESSURES AS PER STATE OF CALIFORNIA.

55647 CPH 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

\*\*\*\*\*

EST: 169.95 16MAR22 13:54 SA: 55601

CONTACT: [REDACTED]

[REDACTED]

DESCRIPTION: Clutch Assembly w/ Flywheel - Replac

REASON DENIED: DEC

PERSON CONTACTED: [REDACTED]

COMMENTS: None

OUR SERVICE DEPT. HOURS  
MONDAY - FRIDAY  
7:00 A.M. TO 7:00 P.M.  
SATURDAY  
7:00 A.M. TO 5:00 P.M.

- Tire pressure check/inflation service was performed.  
RF \_\_\_\_\_ psi LF \_\_\_\_\_ psi RR \_\_\_\_\_ psi LR \_\_\_\_\_ psi
- Customer declined tire pressure check/inflation service.

Initials \_\_\_\_\_

IMPORTANT: PLEASE REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE, OR FOR LOSS CAUSED BY THEFT, FIRE, OR VANDALISM WHILE YOUR VEHICLE REMAINS WITH DEALERSHIP.

ORIGINAL ESTIMATE	REVISED ESTIMATE	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
I acknowledge notice and oral approval of an increase in the original estimated price.		PARTS AMOUNT	
		GAS, OIL, LUBE	
X _____ CUSTOMER SIGNATURE		SUBLET AMOUNT	
		MISC. CHARGES	
WE ARE DEDICATED TO GOOD SERVICE AND WE TRUST YOU WERE SERVED IN A COURTEOUS AND PROFESSIONAL MANNER. IF YOU HAVE ANY QUESTIONS, PLEASE NOTIFY YOUR SERVICE ADVISOR IMMEDIATELY.		TOTAL CHARGES	
		LESS INS./ADJ.	
CUSTOMER SIGNATURE _____ VEHICLE RELEASE _____		SALES TAX	
		PLEASE PAY THIS AMOUNT	

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

E.P.A. [REDACTED] B.A.R. [REDACTED]

Notice to consumer: Please read important information on back.

SORRY, NO LOAN CARS ARE AVAILABLE.

CUSTOMER COPY

## STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY ACT AS FOLLOWS:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

### PARTS & ACCESSORIES

NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY [REDACTED] CONCERNING ANY PARTS OR ACCESSORIES YOU ARE PURCHASING. THE ONLY WARRANTIES, IF ANY ARE MADE BY THE MANUFACTURER, ALL PARTS AND ACCESSORIES ARE SOLD BY [REDACTED] ON AN "AS IS" OR "ALL FAULTS" BASIS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PARTS AND ACCESSORIES IS WITH YOU THE BUYER AND POSSIBLY THE MANUFACTURER, IF ANY OF THESE PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING PURCHASE. YOU THE BUYER AND POSSIBLY THE MANUFACTURER BUT NOT [REDACTED] ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

- Customer is hereby notified that the said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the dealer.
  - Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
  - The dealer is not responsible for unavailability of parts or delays in parts shipment beyond dealer's control.
  - Due to the type of service requested some repairs must be sublet.
  - All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side hereof.
  - If the vehicle described herein is not called for within three (3) days after such notice is given, a storage charge of \$100.00 per day will be made for each day thereafter.
  - Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
  - In addition to any and all other legal remedies available, I authorize Said Dealer to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. Said Dealer is hereby expressly authorized to sell said vehicle at public action after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles.
- Said expenses for sale shall also include a reasonable attorney's fee, which may be necessarily incurred.
- If any such charges remain unpaid for thirty (30) days after such request for payment, Said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

**TO OUR SERVICE CUSTOMERS:** Our usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs. You will be charged no more than the estimated price approved by you. However, if we discover that different or actual repairs are indicated, you will be contacted for your advance approval of a revised estimate

### LIMITED WARRANTY - LABOR

[REDACTED] WARRANTS ALL LABOR PERFORMED TO YOUR MOTOR VEHICLE AS SET FORTH ON THE REVERSE SIDE FOR A PERIOD OF ONLY 90 DAYS OR 4,000 MILES, WHICHEVER OCCURS FIRST. THIS TIME PERIOD AND MILEAGE DETERMINATION SHALL COMMENCE FROM THE DATE THE LABOR HAS BEEN COMPLETED. WE USE GENUINE FACTORY PARTS (NEW OR REMANUFACTURED UNLESS SPECIFIED OTHERWISE). GENUINE HONDA PARTS ARE GUARANTEED BY THE MANUFACTURER FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL WARRANTY WORK MUST BE PERFORMED BY [REDACTED] AT ITS PLACE OF BUSINESS LOCATED AT [REDACTED]. TO OBTAIN ANY WARRANTY WORK YOU MUST BRING YOUR MOTOR VEHICLE TO THIS ADDRESS, AT OWNER'S EXPENSE, PRIOR TO THE EXPIRATION OF YOUR WARRANTY.

THIS WARRANTY IS EFFECTIVE ONLY IF THE MOTOR VEHICLE IS OPERATED IN A NORMAL AND ORDINARY MANNER. THIS WARRANTY IS NOT TRANSFERABLE AND MAY BE ENFORCED ONLY BY YOU SO LONG AS YOU OWN THE MOTOR VEHICLE TO WHICH THIS LABOR HAS BEEN PERFORMED.

ANY IMPLIED WARRANTIES YOU MAY BE ENTITLED TO BY LAW SHALL BE LIMITED IN DURATION TO THE DURATION OF THE ABOVE DESCRIBED EXPRESS WARRANTY.

### NOTICE TO MOTORISTS SMOG CHECK CONSUMER ASSISTANCE PROGRAM

If a vehicle needs Smog Check repairs to meet California emissions standards, the State of California Consumer Assistance Program provides the following options:

**Repair Assistance** allows motorists to receive financial help for emissions related repairs from the state. Motorists must pay for any Smog Check inspection costs, as well as a copayment, in order to receive state help. Motorists may qualify in one of two ways:

--Motorists meeting certain household income requirements.

**Test Only**--Motorists who are required to have a vehicle inspected at stations that perform only tests, and no repairs (Test-Only stations). This requirement is indicated on the DMV registration renewal notice for the vehicle.

**Vehicle Retirement** allows motorists the option of selling a vehicle to the state instead of repairing it. The state will retire the vehicle at an approved dismantler.

**Repair Cost Waivers** enable motorists to temporarily register a vehicle (for up to two years) without it passing a Smog Check inspection. To qualify, a motorist must spend at least \$450 on emissions-related repairs at a licensed Smog Check station.

For more information:  
Call the Department of Consumer Affairs at 1-800-952-5210 or  
Visit the Smog Check website at [www.smogcheck.ca.gov](http://www.smogcheck.ca.gov).

Some vehicles are not eligible for the Smog Check Consumer Assistance Program.

Some emission control components are warranted by the manufacturer of the vehicle for 3 years or 50,000 miles, whichever occurs first. And some emission warranties may be greater.

**WARNING** Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65:

[Redacted]

**Customer Information**

Street: [Redacted]  
 Zip Code: [Redacted]  
 [Redacted]

**Transaction Information**

**RecurringSale2**  
 Date: 3/16/2022, 2:12:28 PM  
 Amount: \$169.95  
 Card Number: \*\*\*\*\*[Redacted]  
 Merchant Id: [Redacted]  
 Terminal Id: [Redacted]  
 Auth Code: [Redacted]  
 Auth Mode: Issuer  
 Processed as: Visa  
 Reference No: [Redacted]  
 Trace No: [Redacted]  
 Invoice No: [Redacted]  
 Response: Approved  
 Entry Method: Manual  
 Match AVS: Not Match (Y)  
 Match CVV: Not Present  
 Match ZIP: Match (Y)  
 Client Id: [Redacted]  
 User Id: [Redacted]

I Agree to Pay Above Total Amount According to Card Issuer agreement (Merchant agreement if Credit voucher).

SANMEDIASERVICES  
Altioorem Leg...

INVOICE COPY

REPAIR ORDER

REFORM 4P489 POLYPAK (50 SETS)

\* CODE N = NEW U = USED R = RESULT

QUAN.	*	PART NO. OR DESCRIPTION	AMOUNT
1	N	Clutch Disc	200.75
1	N	Pressure plate	293.13
1	N	Flywheel	769.21
1	N	Release Bearing	47.18
1	N	Rear main Seal	14.51
<b>TOTAL PARTS</b>			<b>1325.78</b>

paid/cash  
3/17/22

QUAN.	*	SUBLET REPAIRS	AMOUNT
		Warranty *	
<b>TOTAL SUBLET REPAIRS</b>			

**ESTIMATE AMOUNT - FOR PARTS AND LABOR**

ORIGINAL ESTIMATE \$ 2741.98  
 AUTHORIZED BY [Signature]  
 REASON: Replace clutch disc, flywheel, pressure plate, release bearing, rear main seal.  
 DATE: 3/17/22 TIME: 1:26p  
**ESTIMATE TOTAL** 2741.98

TIME RECEIVED: AM 12:15 P.M.  
 NAME: [Redacted]  
 ADDRESS: [Redacted]  
 CITY: [Redacted] ZIP CODE: [Redacted]  
 YEAR: 21 MAKE: Honda LICENSE: NO PLATE ODOMETER: 14,682  
 MODEL: Civic MOTOR NUMBER: SERIAL NUMBER:  
 PHONE WHEN READY: YES NO DELIVER: YES NO  
 I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREOF. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

DATE: 3/16/22  
 WRITTEN BY: [Redacted]  
 OPERATION: LUBRICATE, CHANGE OIL, CHANGE OIL FILTER CART, SERVICE AIR CLEANER, CHANGE TRANS OIL, ADJUST TRANSMISSION, CHANGE DIFF OIL, PACK FRONT WHEEL BRSS, ROTATE TIRES, ADJUST BRAKES  
 LABOR CHARGE: [Redacted]

REPAIR ORDER - LABOR INSTRUCTION

Customer stated he was only born in possession of the vehicle for 20 days. Unlikely customer rapid change to clutch in that amount of time. Check Transmission rotation operation / Clutch slipping from 2nd gear on up / Recommend replacing Clutch Assembly.  
 R/R Transmission and replaced Clutch Disc, Pressure plate, Release Bearing, Flywheel and Rear main Seal.

WE RECOMMEND THE FOLLOWING REPAIRS:

1. [Redacted]  
 2. [Redacted]  
 3. [Redacted]  
 4. [Redacted]

TOTAL 2741.98

TOTAL LABOR	AMOUNT
LABOR	1300.00
PARTS	1325.78
SUBLET REPAIRS	82.26
GAS OIL AND GREASE	
SUB TOTAL	2708.04
SALES TAX	116.92
<b>TOTAL AMOUNT</b>	<b>2824.96</b>

# Exhibit C

**SWORN AFFIDAVIT**

**TO:** ██████████

**FROM:** ██████████

**AFFIANT:** ██████████

**DATE:** April 13, 2022

---

**CONTEXT**

This Sworn Affidavit (hereinafter referred to as this “**Affidavit**”) is made in regard to ██████████’s (hereinafter referred to as “█████████”) 2021 Honda Civic Hatchback Sport Manual (VIN number ██████████; hereinafter referred to as the “**Vehicle**”), which he purchased from ██████████ (hereinafter referred to as “**Dealer**”) on **February 15, 2022**. Unbeknownst to ██████████, the clutch on the Vehicle was already severely worn out and damaged by the previous owner of the Vehicle by the time that ██████████ received the Vehicle. On **March 14, 2022**—only 27 days after ██████████ purchased the Vehicle from Dealer—█████████ was driving from Utah to California when the vehicle’s clutch and clutch assembly (which includes the flywheel, pressure plate, and throwout bearing) malfunctioned. ██████████ took the Vehicle to a mechanic, who then diagnosed the Vehicle as having a severely worn-out and damaged clutch, and the flywheel, pressure plate, and throwout bearing were so damaged that they could not be resurfaced or otherwise repaired. Images of the clutch, flywheel, pressure plate, and throwout bearing are attached hereto as “Exhibit A.” Exhibit A shows the severe condition of the clutch disk; as aforementioned, ██████████ only had the vehicle for 27 days when the incident occurred, so it is impossible that he could have worn out the clutch to such a severe extent during the time that he had the Vehicle; ██████████ did not abuse the Vehicle or otherwise cause these damages to occur. Thus, the only intelligent conclusion that can

reasonably be made is that Dealer sold the Vehicle to [REDACTED] while knowing (or they should have known) that the clutch was faulty, worn out, and damaged by the previous owner of the Vehicle.

[REDACTED] has since repaired the Vehicle, and now he seeks to recover the costs of repair, plus legal fees and other damages, from Dealer—which [REDACTED] is duly entitled to recover in consideration of the facts of this matter.

#### AFFIDAVIT

Upon the foregoing, and as the substance of this Affidavit, the affiant, [REDACTED], makes the following sworn affidavit, in the first person, as follows:

1. My name is [REDACTED].
2. I am [REDACTED] years old, and am, therefore, *sui juris*, and I am in all ways competent to make this sworn Affidavit in support of my case against Dealer.
3. I am not a mechanic and do not have credentials pertaining thereto; however, I do have the ability to appreciate the damage done to the clutch and how unusual the extent of said damage is.
4. The extent of the damage to the clutch and the clutch assembly of my Vehicle was most definitely unusual; upon consulting with multiple seasoned mechanics, I have determined and been informed that the damage seen on the clutch was much more severe than anything typically seen during vehicle clutch repairs.
5. I personally inspected the damaged clutch, flywheel, pressure plate, and throwout bearing that were taken out of my Vehicle, and I was absolutely flabbergasted and taken aback by the severity of the damage to the clutch; even with my lack of experience as a mechanic, I

was able to conclude that the damage done to the clutch was too severe and unusual to be normal; indeed, any reasonable person could see the clutch and determine that it is in a severe condition of disrepair and dilapidation—one need not be a mechanic to appreciate the obvious.

6. Because the Vehicle has very low mileage on it (approximately only 15,000 miles), it is even more strange that the clutch broke down given that it was on a new vehicle; on a vehicle with such low mileage, I should not have had any problems with the clutch or otherwise given the newness of the Vehicle.

**7. I hereby solemnly swear, declare, and certify that I did not abuse the Vehicle in any manner whatsoever that would cause the damage sustained by the clutch and clutch assembly; none of my driving habits could have caused the damage, because I drive prudently and with care; I am willing to have my driving habits fairly assessed and scrutinized in order to substantially prove that none of my driving habits caused the damage to the clutch and clutch assembly.**

8. Taking into account the fact that I did not abuse the vehicle in any manner, the newness of the Vehicle, and after my inspection of the Vehicle's damaged clutch and clutch assembly (clutch, flywheel, pressure plate, and throwout bearing), I have reasonably concluded that it is *impossible* that I could have worn out and damaged the clutch to the severe extent that it was damaged (as shown clearly in Exhibit A) in the short lapse of time that I drove the Vehicle before the clutch malfunctioned; the severe extent of the damage to the clutch—and in consideration of the short time that I had the Vehicle (only 27 days)—can only render one conclusion: the clutch and clutch assembly were already severely worn out and damaged by the previous owner of the Vehicle by the time that I purchased the Vehicle from Dealer.



**SWORN AFFIDAVIT**

**TO:** [REDACTED]

**FROM:** [REDACTED]

**AFFIANT:** [REDACTED]

**DATE:** March 25, 2022

---

This Sworn Affidavit (hereinafter referred to as this “**Affidavit**”) is made in regard to [REDACTED]’s (hereinafter referred to as “[REDACTED]”) 2021 Honda Civic Hatchback Sport Manual (VIN number [REDACTED]; hereinafter referred to as the “**Vehicle**”), which he purchased from [REDACTED] (hereinafter referred to as the “**Dealer**”) on **February 15, 2022**. Unbeknownst to [REDACTED], the clutch on the Vehicle was already severely worn out by the previous owner by the time that [REDACTED] received the vehicle. On **March 14, 2022**—only 27 days after [REDACTED] purchased the Vehicle from Dealer—[REDACTED] was driving from Utah to California when the vehicle’s clutch and clutch assembly (which includes the flywheel, pressure plate, and throwout bearing) malfunctioned. [REDACTED] took the Vehicle to a mechanic, who then diagnosed the vehicle as having a severely worn-out and damaged clutch, and the flywheel, pressure plate, and throwout bearing were so damaged that they could not be resurfaced or otherwise repaired. Images of the clutch, flywheel, pressure plate, and throwout bearing are attached hereto as “Exhibit A.” Exhibit A shows the severe condition of the clutch disk; as aforementioned, [REDACTED] only had the vehicle for 27 days when the incident occurred, so it is impossible that he could have worn out the clutch to such severe extent during the time that he had the vehicle; [REDACTED] did not abuse the Vehicle or otherwise cause these damages to occur. The only intelligent conclusion that can reasonably be made is that the Dealer sold the Vehicle to [REDACTED] knowing (or they should have known)

that the clutch was faulty and worn out by the previous owner of the Vehicle.

Upon the foregoing, and as the substance of this Affidavit, the affiant, [REDACTED]

[REDACTED], makes the following sworn affidavit, in the first person, as follows:

1. My name is [REDACTED].
2. I am 29 years old, and am, therefore, *sui juris*, and I am in all ways competent to make this sworn Affidavit in support of Mr. Aguirre's case against the Dealer.
3. I have approximately three years of experience working on cars, which includes substantive experience in vehicle clutches specifically.
4. I have in the past replaced the clutch on my own vehicle, so I know how clutches and clutch assemblies function and what they should look like.
5. I personally inspected the old clutch, flywheel, pressure plate, and throwout bearing that were taken out of [REDACTED]'s Vehicle; I was flabbergasted by the severity of the damage to the clutch.
6. Taking into account my experience working on cars, and after my inspection of the Vehicle's clutch assembly (clutch, flywheel, pressure plate, and throwout bearing), I have concluded that it is *impossible* that [REDACTED] could have worn out and damaged the clutch to such a severe extent (as shown clearly in Exhibit A) in the short lapse of time that he drove the Vehicle before the clutch malfunctioned; the severe extent of the damage to the clutch, and in consideration of the short time that [REDACTED] had the Vehicle, can only render one conclusion: the clutch and clutch assembly were already worn out by the previous owner by the time that [REDACTED] purchased the Vehicle.
7. It is my personal belief—which I am willing to testify to if called upon—that the

Dealer sold the Vehicle to [REDACTED] while knowing (or they should have known) that the clutch and clutch assembly (clutch, flywheel, pressure plate, and throwout bearing) were worn-out and faulty and could malfunction at any moment.

8. This is the end of my Affidavit; please see my sworn declaration and signature below, which applies to all the statements that I made herein.

VERIFICATION

I hereby declare and swear, under criminal penalty under the laws of the State of Utah, that everything stated in this sworn Affidavit is, to the best of my knowledge, true and correct.

[REDACTED] \_\_\_\_\_ [REDACTED] \_\_\_\_\_  
*Printed Name* *Signature*

Utah County, State of Utah \_\_\_\_\_ 03/25/2022 \_\_\_\_\_  
*Signed at (County and State)* *Date*

**SWORN AFFIDAVIT**

**TO:** ██████████

**FROM:** ██████████

**AFFIANT:** ██████████

**DATE:** May 3, 2022

---

**CONTEXT**

This Sworn Affidavit (hereinafter referred to as this “**Affidavit**”) is made in regard to ██████████ (hereinafter referred to as “██████████” 2021 Honda Civic Hatchback Sport Manual (VIN number ██████████ hereinafter referred to as the “**Vehicle**”), which he purchased from ██████████ (hereinafter referred to as “**Dealer**”) on **February 15, 2022**. Unbeknownst to ██████████ the clutch on the Vehicle was already severely worn out by the previous owner by the time that ██████████ received the vehicle. On **March 14, 2022**—only 27 days after ██████████ purchased the Vehicle from Dealer—██████████ was driving from Utah to California when the vehicle’s clutch and clutch assembly (which includes the flywheel, pressure plate, and throwout bearing) malfunctioned. ██████████ took the Vehicle to a mechanic, who then diagnosed the vehicle as having a severely worn-out and damaged clutch, and the flywheel, pressure plate, and throwout bearing were so damaged that they could not be resurfaced or otherwise repaired. Images of the clutch, flywheel, pressure plate, and throwout bearing are attached hereto as “Exhibit A.” Exhibit A shows the severe condition of the clutch disk; as aforementioned, ██████████ only had the vehicle for 27 days when the incident occurred, so it is impossible that he could have worn out the clutch to such severe extent during the time that he had the vehicle; ██████████ did not abuse the Vehicle or otherwise cause these damages to occur. The only intelligent conclusion that can reasonably be made is that Dealer

sold the Vehicle to [REDACTED] knowing (or they should have known) that the clutch was faulty and worn out by the previous owner of the Vehicle.

#### AFFIDAVIT

Upon the foregoing, and as the substance of this Affidavit, the affiant, [REDACTED] makes the following sworn affidavit, in the first person, as follows:

1. My name is [REDACTED]
2. I am 48 years old, and am, therefore, *sui juris*, and I am in all ways competent to make this sworn Affidavit in support of [REDACTED] case against Dealer.
3. I have approximately thirteen (13) years of experience working as a mechanic, including substantive experience working on vehicle clutches specifically.
4. I have in the past inspected and replaced many clutches and clutch assemblies on several diverse types of vehicles during my career as a mechanic; I know, therefore, what a new clutch and an old clutch should look like, and I am well versed as to the normal damage that clutches usually sustain over years of driving; the extent of the damage to the Vehicle's clutch was most definitely unusual—the damage is much more severe than anything seen typically during vehicle clutch repairs.
5. I personally inspected the old clutch, flywheel, pressure plate, and throwout bearing that were taken out of [REDACTED] Vehicle, and I was absolutely flabbergasted by the severity of the damage to the clutch.
6. Taking into account my experience as a mechanic, and after my inspection of the Vehicle's clutch assembly (clutch, flywheel, pressure plate, and throwout bearing), I have concluded that it is *impossible* that [REDACTED] could have worn out and damaged the clutch to

such a severe extent (as shown clearly in Exhibit A) in the short lapse of time that he drove the Vehicle before the clutch malfunctioned; the severe extent of the damage to the clutch, and in consideration of the short time that [REDACTED] had the Vehicle, can only render one conclusion: the clutch and clutch assembly were already severely worn out by the previous owner of the Vehicle by the time that [REDACTED] purchased the Vehicle.

7. It is my personal belief that Dealer sold the Vehicle to [REDACTED] while knowing (or they should have known) that the clutch and clutch assembly (clutch, flywheel, pressure plate, and throwout bearing) were worn-out, faulty, and could malfunction at any moment.

8. Reason compels the strong conclusion—and, indeed, reason has led me to strongly conclude—that because it was not any action or conduct on the part of [REDACTED] that damaged the clutch and clutch assembly on the Vehicle to the extent that they are damaged, [REDACTED] is duly entitled to recover the costs of repair of the Vehicle from Dealer.

9. This is the end of my Affidavit; please see my sworn declaration and signature below, which applies to all the statements that I made herein.

VERIFICATION

I hereby declare and swear, under criminal penalty under the laws of the State of Utah, that everything stated in this sworn Affidavit is, to the best of my knowledge, true and correct.

[REDACTED] /s/ [REDACTED]  
*Printed Name* *Signature*

Salk Lake County, State of Utah May 3, 2022  
*Signed at (County and State)* *Date*

**SWORN AFFIDAVIT**

**TO:** ██████████

**FROM:** ██████████

**AFFIANT:** ██████████

**DATE:** May 3, 2022

---

**CONTEXT**

This Sworn Affidavit (hereinafter referred to as this “**Affidavit**”) is made in regard to ██████████ (hereinafter referred to as “██████████” 2021 Honda Civic Hatchback Sport Manual (VIN number ██████████ hereinafter referred to as the “**Vehicle**”), which he purchased from ██████████ (hereinafter referred to as “**Dealer**”) on **February 15, 2022**. Unbeknownst to ██████████ the clutch on the Vehicle was already severely worn out and damaged by the previous owner of the Vehicle by the time that ██████████ received the Vehicle. On **March 14, 2022**—only 27 days after ██████████ purchased the Vehicle from Dealer—██████████ was driving from Utah to California when the vehicle’s clutch and clutch assembly (which includes the flywheel, pressure plate, and throwout bearing) malfunctioned. ██████████ took the Vehicle to a mechanic, who then diagnosed the Vehicle as having a severely worn-out and damaged clutch, and the flywheel, pressure plate, and throwout bearing were so damaged that they could not be resurfaced or otherwise repaired. Images of the clutch, flywheel, pressure plate, and throwout bearing are attached hereto as “Exhibit A.” Exhibit A shows the severe condition of the clutch disk; as aforementioned, ██████████ only had the vehicle for 27 days when the incident occurred, so it is impossible that he could have worn out the clutch to such a severe extent during the time that he had the Vehicle; ██████████ did not abuse the Vehicle or otherwise cause these damages to occur. Thus, the only intelligent conclusion that can

reasonably be made is that Dealer sold the Vehicle to [REDACTED] while knowing (or they should have known) that the clutch was faulty, worn out, and damaged by the previous owner of the Vehicle.

[REDACTED] has since repaired the Vehicle, and now he seeks to recover the costs of repair, plus legal fees and other damages, from Dealer—which [REDACTED] is duly entitled to recover in consideration of the facts of this matter.

#### AFFIDAVIT

Upon the foregoing, and as the substance of this Affidavit, the affiant, [REDACTED] makes the following sworn affidavit, in the first person, as follows:

1. My name is [REDACTED]
2. I am 44 years old, and am, therefore, *sui juris*, and I am in all ways competent to make this sworn Affidavit in support of [REDACTED] case against Dealer.
3. I started my career as a mechanic at age sixteen (16), and I am 44 years old now, so I have approximately 28 years of experience working as a mechanic, including substantive experience working on vehicle clutches specifically.
4. My credentials include being a Master Mechanic Certified in Diesel.
5. I have in the past inspected and replaced many clutches and clutch assemblies on several diverse types of vehicles during my career as a mechanic; I know, therefore, what a new clutch, an old clutch, and a damaged clutch should look like, and I have an ample understanding as to the normal damage and wear and tear that clutches usually sustain over years of driving.
6. The extent of the damage to the clutch and the clutch assembly of [REDACTED] Vehicle was most definitely unusual; the damage seen on the clutch was much more severe than

anything typically seen during vehicle clutch repairs.

7. I personally inspected the damaged clutch, flywheel, pressure plate, and throwout bearing that were taken out of [REDACTED] Vehicle, and I was absolutely flabbergasted and taken aback by the severity of the damage to the clutch; it simply was not normal.

8. However, despite the damage to the clutch, I noticed that the clutch looked new—as if it had been recently installed.

9. One possibility regarding the unusual damage to the clutch could be that the clutch was installed incorrectly, which would cause it to become damaged and worn-out much sooner than it should have.

10. When I realized that the Vehicle had very low mileage on it (approximately only 15,000 miles), it became even more strange that the clutch broke down on such a new vehicle; honestly, on a vehicle with such low mileage, I could “beat the hell out of” the vehicle and not have any problems with the clutch or otherwise.

11. Taking into account my experience as a mechanic, my credentials, and after my inspection of the Vehicle’s clutch and clutch assembly (clutch, flywheel, pressure plate, and throwout bearing), I have reasonably concluded that it is *impossible* that [REDACTED] could have worn out and damaged the clutch to such a severe extent (as shown clearly in Exhibit A) in the short lapse of time that he drove the Vehicle before the clutch malfunctioned; the severe extent of the damage to the clutch, and in consideration of the short time that [REDACTED] had the Vehicle, can only render one conclusion: the clutch and clutch assembly were already severely worn out and damaged by the previous owner of the Vehicle by the time that [REDACTED] purchased the Vehicle from Dealer.

12. It is my personal belief that Dealer sold the Vehicle to [REDACTED] while knowing (or they should have known) that the clutch and clutch assembly were damaged, worn-out, faulty, and could malfunction at any moment.

13. Reason compels the strong conclusion—and, indeed, reason has led me to strongly conclude—that because it was not any action, conduct, or driving habits on the part of [REDACTED] that damaged the clutch and clutch assembly on the Vehicle to the extent that they were damaged, [REDACTED] is duly entitled to recover the costs of repair of the Vehicle from Dealer.

14. This is the end of my Affidavit; please see my sworn declaration and signature below, which applies to all the statements that I made herein.

VERIFICATION

I hereby declare and swear, under criminal penalty under the laws of the State of Utah, that everything stated in this sworn Affidavit is, to the best of my knowledge, true and correct.

[REDACTED] \_\_\_\_\_ /s/ [REDACTED] \_\_\_\_\_  
*Printed Name* *Signature*

Salk Lake County, State of Utah \_\_\_\_\_ May 3, 2022 \_\_\_\_\_  
*Signed at (County and State)* *Date*