

**APPENDIX A** Decision of New Hampshire Supreme Court upholding  
denying Motion to Reconsider **dated November 7, 2024**

**THE STATE OF NEW HAMPSHIRE**

**SUPREME COURT**

**In Case No. 2024-0087, Edward Farley v. Ubiratan Marinho, Jr. & a., the court on November 7, 2024, issued the following order:**

Supreme Court Rule 22(2) provides that a party filing a motion for rehearing or reconsideration shall state with particularity the points of law or fact that the party claims the court has overlooked or misapprehended.

We have reviewed the claims made in the motion to reconsider and conclude that no points of law or fact were overlooked or misapprehended in our decision. Accordingly, upon reconsideration, we affirm our October 11, 2024 decision and deny the relief requested in the motion.

Relief requested in motion to  
reconsider denied.

MacDonald, C.J., and Bassett, Donovan, and Countway, JJ., concurred.

**Timothy A. Gudas,  
Clerk**

Distribution:

Clerk, Rockingham County Superior Court, 218-2023-CV-00566

Honorable David W. Ruoff

Edward N. Farley

Mark F. Sullivan, Esq.

Sherri L. Miscio, Supreme Court

File

**APPENDIX B** Decision of New Hampshire Supreme Court upholding  
Trial Court decision, **dated October 11, 2024**

Decision of New Hampshire Trial Court denying Motion to Reconsider

# THE STATE OF NEW HAMPSHIRE

## SUPREME COURT

**In Case No. 2024-0087, Edward Farley v. Ubiratan Marinho, Jr. & a., the court on October 11, 2024, issued the following order:**

The court has reviewed the written arguments and the record submitted on appeal and has determined to resolve the case by way of this order. See Sup. Ct. R. 20(2). The plaintiff, Edward Farley, appeals an order of the Superior Court (Ruoff, J.) denying his motion to amend his complaint against the defendants, Ubiratan Marinho, Jr. and Prime Auto Center, LLC (Prime Auto). In denying the motion, the trial court reasoned that the plaintiff's proposed amendment did not cure defects identified in its earlier dismissal of the plaintiff's complaint for lack of personal jurisdiction. We affirm.

Whether to allow an amendment to a complaint is a matter resting within the trial court's sound discretion, and we will not disturb a decision to deny a motion to amend absent an unsustainable exercise of discretion. See New London Hosp. Ass'n v. Town of Newport, 174 N.H. 68, 76 (2021). Although trial courts generally should allow liberal amendment of pleadings to correct purely technical defects, the court may deny a motion to amend when the proposed amendment would not cure a deficiency identified in the original complaint. See id. at 75-76. When reviewing whether the trial court sustainably exercised its discretion, we examine whether the record establishes an objective basis sufficient to sustain its discretionary judgment. See id. at 76.

In this case, the plaintiff, a New Hampshire resident, sued Prime Auto, a Florida limited liability company with an address in Florida, and Marinho, Prime Auto's member and agent with addresses in Florida, Connecticut, and Maryland. The plaintiff alleged that (1) he purchased a car from the defendants over the internet; (2) the defendants "deceptively advertised" the car in an on-line advertisement; (3) the defendants shipped the car to the plaintiff through "their carrier"; (4) following his purchase, the plaintiff expended \$13,290.29 to repair the car; and (5) although Prime Auto initially "agree[d] to restore [the] vehicle to [its] advertised condition," the defendants subsequently failed to do so. The plaintiff sought treble damages pursuant to the New Hampshire Consumer Protection Act. See RSA 358-A:10, I (2022).

The defendants moved to dismiss, asserting, in part, that the trial court lacked personal jurisdiction. In granting the motion, the trial court analyzed whether the plaintiff had established that the defendants maintained sufficient contacts with New Hampshire to constitutionally justify its exercise of "specific"

personal jurisdiction. See, e.g. Red Oak Apartment Homes v. Holmes Carpet Ctr., 173 N.H. 529, 533 (2020). The court concluded that the plaintiff did not demonstrate that the defendants purposely availed themselves of the protection of New Hampshire's laws such that the exercise of jurisdiction over them was foreseeable. See id. at 533-34.

The trial court gave the plaintiff thirty days from its September 25, 2023, notice of decision within which to seek to amend the complaint to cure the deficiencies it had identified, noting that any motion to reconsider would not toll the thirty-day deadline. See ERG, Inc. v. Barnes, 137 N.H. 186, 189 (1993). The plaintiff filed a motion to amend the complaint on October 27, 2023, two days following expiration of the thirty-day amendment deadline. On December 18, 2023, the trial court denied the motion to amend, ruling,

Upon review of the facts plead[ed] in this Amended Complaint, the core facts concerning “minimal contacts” remain unchanged. A one-time online purchase and sale transaction is not sufficient, or reasonable, to vest the Court with personal jurisdiction over the defendants. Although the plaintiff asserts some limited exchanges with the defendants about servicing or repairing the car — that is not enough to establish personal jurisdiction over Florida defendants.

Following the denial of his timely motion to reconsider this order, the plaintiff filed the present appeal, identifying the denial of the motions to amend the complaint and to reconsider as the decisions he is appealing.

On appeal, the plaintiff argues that the trial court erred by not addressing whether the exercise of personal jurisdiction was consistent with New Hampshire's long arm statute. The plaintiff further argues that the trial court erred by focusing upon the quantity of the defendants' contacts with New Hampshire only, and not upon their quality. According to the plaintiff, the facts of this case are “nearly identical” to the facts in Lee v. Frank's Garage & Used Cars, Inc., 97 P.3d 717 (Utah Ct. App. 2004), and thus, the plaintiff contends that the trial court erred by concluding that it lacked specific personal jurisdiction in denying the motion to amend. We disagree.

At the outset, we emphasize that the only decisions from which the plaintiff has timely appealed are the trial court's orders denying his untimely motion to amend and his motion to reconsider that decision. Indeed, because the plaintiff failed to timely move to amend his complaint, and because the trial court did not waive the untimeliness of his motion to amend within the appeal period of Rule 7, the motion to amend did not stay the running of the appeal period, resulting in the dismissal order becoming a final decision on the merits for purposes of Supreme Court Rule 7. See Sup. Ct. R. 7(1)(C) (stating that untimely post-decision motion does not stay running of 30-day appeal period

unless trial court waives untimeliness within appeal period, and that absent a waiver of untimeliness within appeal period, the trial court's ruling on untimely post-decision motion does not extend appeal period); Germain v. Germain, 137 N.H. 82, 84-85 (1993) (limiting appeal to decision denying untimely motion to reconsider and dismissing appeal as to earlier decision on the merits, because appealing party neither timely moved to reconsider nor timely appealed the final decision on the merits). Accordingly, the merits of the dismissal order are not properly before us.

We reject the plaintiff's argument that the trial court erred by not addressing whether the exercise of jurisdiction was consistent with New Hampshire's long arm statute in denying the motion to amend. In its original dismissal order, the trial court correctly observed that New Hampshire's long arm statute authorizes the exercise of personal jurisdiction to the maximum extent permitted under the Federal Due Process Clause, and thus, a due process analysis is ordinarily determinative of a personal jurisdiction question in New Hampshire. See Red Oak Apartment Homes, 173 N.H. at 533. Here, the jurisdictional defect identified in the original complaint was the failure to establish that the defendants had sufficient contacts with New Hampshire to demonstrate that they purposely availed themselves of the protection of New Hampshire's laws. This is a component of the due process analysis for specific personal jurisdiction. See id. at 533-34. Accordingly, the trial court did not err by failing to address whether the exercise of jurisdiction complied with the long arm statute when it denied the motion to amend the complaint.

Nor did the trial court focus solely upon the quantity of the defendants' contacts with New Hampshire. In its dismissal order, the trial court emphasized that the defendants' only contacts with New Hampshire established in the original complaint failed to demonstrate purposeful availment. In denying the motion to amend, the trial court correctly observed that the primary facts in the amended complaint regarding the defendants' contacts with New Hampshire remained unchanged. The trial court further acknowledged that the plaintiff had added new allegations regarding his communications with the defendants, but determined that the substance of the allegations did not establish personal jurisdiction. We conclude that the trial court, in denying the motion to amend the complaint, did not focus solely upon the quantity of the defendants' contacts with New Hampshire and ignore their quality.

Finally, we reject the plaintiff's argument that Lee v. Frank's Garage & Used Cars, Inc. compelled a different result. It was the plaintiff's burden to offer evidence that, if credited, would support a finding that the defendants purposely availed themselves of the protection of New Hampshire's laws such that the exercise of jurisdiction over them in New Hampshire was foreseeable. See Red Oak Apartment Homes, 173 N.H. at 533-34. Having reviewed the Lee court's analysis of the facts specifically pleaded in that case relative to

purposeful availment and the facts pleaded in the plaintiff's proposed amended complaint, we conclude that the plaintiff did not carry this burden with respect to the new allegations in his amended complaint. Accordingly, the trial court sustainably exercised its discretion when it denied the motion to amend. See New London Hosp. Ass'n, 174 N.H. at 75-76.

The remaining arguments in the plaintiff's brief either are insufficiently developed, see State v. Blackmer, 149 N.H. 47, 49 (2003), or otherwise do not warrant further discussion, see Vogel v. Vogel, 137 N.H. 321, 322 (1993).

Affirmed.

MacDonald, C.J., and Bassett, Donovan, and Countway, JJ., concurred.

**Timothy A. Gudas,  
Clerk**

Distribution:

Clerk, Rockingham County Superior Court, 218-2023-CV-00566

Honorable David W. Ruoff

Mr. Edward N. Farley

Mark F. Sullivan, Esquire

Francis C. Fredericks, Supreme Court

Sherri L. Miscio, Supreme Court

File

# **APPENDIX C** Decision of New Hampshire Trial Court denying Motion to Reconsider, **dated January 11, 2024**

Decision of New Hampshire Supreme Court upholding Trial Court decision



THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
<http://www.courts.state.nh.us>

Court Name: Rockingham - Superior Court  
Case Name: Edward Farley v Ubiratan Marinho, JR, et al  
Case Number: 218-2023-CV-00566  
(if known)

**MOTION:** Motion to Reconsider

1. I Edward Farley am filing this motion on my own behalf

AND/OR

I am a person authorized by court rules to appear on behalf of another in this case. I am filing this motion on behalf of \_\_\_\_\_

2. The facts supporting this motion are:

1.The Plaintiff's Amended Complaint legally satisfies the 'Minimum Contacts' that the Court erred in its order. The Plaintiff successfully references memorandums in law, Clifford Lee vs Frank's Garage/Used cars, Inc (2004) and Arguello v. Industrial Woodworking Mach. Co., 838 P.2d 1120, 1123 (1992) that apparently have been overlooked.

[See Attachment(s), item 'Item 2' (continued)]

3. With this motion, I am requesting the following relief:

WHEREAS the Plaintiff respectfully requests from the Court the following:

A)Reverse the 12/18/2023 Decision and Grant the acceptance of the Plaintiff's 1st Amended Complaint as he has shown legal proper jurisdiction as noted herein, proper statute of limitations, proper instructed affidavit of service and stated claims (causes of action),

B)Clarify all specific reasonings, and

C)Provide any other proper and just relief.

4. ☐ The other party ☐ does ☐ does not agree with the relief requested in this motion.

OR

☒ I was unable to or did not obtain the other party's opinion on this motion because:

The opposition has been steadfast in denial of accountability since onset of this case.

Moot.

Case Name: Edward Farley v Ubiratan Marinho, JR, et al

Case Number: 218-2023-CV-00566

MOTION:

**For non e-filed cases:**

I state that on this date I am ☐ mailing by U.S. mail, or ☐ Email (only when there is a prior agreement of the parties to use this method), or ☐ hand delivering a copy of this document to:

\_\_\_\_\_  
Other party or \_\_\_\_\_  
Other party's attorney

OR

**For e-filed cases:**

☒ I state that on this date I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's electronic filing system to all attorneys and to all other parties who have entered electronic service contacts (email addresses) in this case. I am mailing or hand-delivering copies to all other interested parties.

Edward Farley  
Name of Filer

Law Firm, if applicable Bar ID # of attorney

472 Wallis Rd  
Address

Rye, NH 03870  
City State Zip code

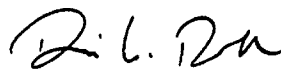
/s/ Edward Farley 12/28/23  
Signature of Filer Date

(603) 502-9039  
Telephone

e.farley@yahoo.com  
E-mail

FOR COURT USE ONLY

Upon review. Motion Denied.



Honorable David W. Ruoff

January 10, 2024

Clerk's Notice of Decision  
Document Sent to Parties  
on 01/11/2024

## To Motion to Reconsider

**Item 2 (continued)**

2. The Court erred by the proper method to determine whether personal jurisdiction exists over a nonresident defendant involves two considerations as noted in the relevant memorandum Clifford Lee V Frank's Garage (2004): See In re W.A., 2002 UT 127, ¶ 14, 63 P.3d 607, cert. denied, 538 U.S. 1035, 123 S.Ct. 2092, 155 L.Ed.2d 1065 (2003). "First, the court must assess whether New Hampshire law confers personal jurisdiction over the nonresident defendant." Id."Second, assuming New Hampshire law confers personal jurisdiction over the nonresident defendant, the court must assess whether an assertion of jurisdiction comports with the due process requirements of the Fourteenth Amendment." Id.7.Before considering the Plaintiff's two theories, some background is warranted. Personal jurisdiction can be broken down into two categories. Either a court has general jurisdiction over a defendant or it has specific jurisdiction. General personal jurisdiction permits a court to exercise power over a defendant without regard to the subject of the claim asserted. For such jurisdiction to exist, the defendant must be conducting substantial and continuous local activity in the forum state. In contrast, specific personal jurisdiction gives a court power over a defendant only with respect to claims arising out of the particular activities of the defendant in the forum state. For such jurisdiction to exist, the defendant must have certain minimum local contacts. See generally Helicopteros Nacionales de Columbia, S.A. v. Hall, 466 U.S. 408, 414, 104 S.Ct. 1868, 1872, 80 L. Ed. 2d 404 (1984); Abbott G.M. Diesel, Inc. v. Piper Aircraft Corp., 578 P.2d 850, 853 n. 6 (Utah 1978) (quoting Kristine Strachan, In Personam Jurisdiction in Utah, 1977 Utah L.Rev. 235, 253-54, 264).8.The Court erred by NOT Having applied the proper jurisdiction two-part test noted above, enunciated in In re W.A., 2002 UT 127, ¶ 14, 63 P.3d 607, the Defendant's actions satisfy the requirements of New Hampshire's long-arm statute 510.4. The Defendant's QUALITY CONTACTS with New Hampshire are sufficient to support the exercise of SPECIFIC (not general) personal jurisdiction without offending due process.13.The Utah Supreme Court has determined that contractual forum selection clauses will be upheld as fair and reasonable so long as there is some rational nexus between the forum selected and either the parties or the transaction. See, e.g., Phone Directories Co. v. Henderson, 2000 UT 64, ¶¶ 14-15, 8 P.3d 256. Hence, in this case, Dealer could have contracted for a non-Utah forum if it desired to avoid the potential of litigation in Utah.15.CONCLUSION from the Appeal Fourth District Court must be no different than this matter in New Hampshire Superior Court.¶ 16 Having applied the two-part test enunciated in In re W.A., 2002 UT 127, ¶ 14, 63 P.3d 607, it is concluded in memorandum that

If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.

To Motion to Reconsider

Defendant/Dealer's actions satisfy the requirements of Utah's long-arm statute, New Hampshire's long-arm statute, see Utah Code Ann. § 78-27-24 (2002) and New Hampshire's general personal jurisdiction , and that Defendant/Dealer's contacts with Utah are sufficient to support the exercise of SPECIFIC PERSONAL JURISDICTION without offending 14TH AMENDMENT due process. Accordingly, (the Appeal from the Fourth District Court) reversed the decision of the trial court and remand this matter for further proceedings just as this court must do.16.This Court, has the obligation to reverse its own erred decision dated 12/18/2023 and must do so with respect to the legalities of New Hampshire's long-arm statute and the Fourteenth Amendment QUALITY of contacts sufficient to support the exercise of Special Personal Jurisdiction.

**Service Information**

I state that on this date I am

☒ e-serving through the court's electronic filing system,

☐ or mailing by U.S. mail,

☐ or hand-delivering a copy of this document to:

Other party: Ubiratan Marinho, Jr

I state that on this date I am

☒ e-serving through the court's electronic filing system,

☐ or mailing by U.S. mail,

☐ or hand-delivering a copy of this document to:

Other party's attorney: Mark F. Sullivan

I state that on this date I am

☒ e-serving through the court's electronic filing system,

☐ or mailing by U.S. mail,

☐ or hand-delivering a copy of this document to:

Other party: Prime Auto Center LLC

Case Name: Edward Farley v Ubiratan Marinho, JR, et al

Case Number: 218-2023-CV-00566

MOTION:

**For non e-filed cases:**

I state that on this date I am ☐ mailing by U.S. mail, or ☐ Email (only when there is a prior agreement of the parties to use this method), or ☐ hand delivering a copy of this document to:

\_\_\_\_\_  
Other party or \_\_\_\_\_  
Other party's attorney

OR

**For e-filed cases:**

☒ I state that on this date I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's electronic filing system to all attorneys and to all other parties who have entered electronic service contacts (email addresses) in this case. I am mailing or hand-delivering copies to all other interested parties.

Edward Farley  
Name of Filer

Law Firm, if applicable Bar ID # of attorney

472 Wallis Rd  
Address

Rye, NH 03870  
City State Zip code

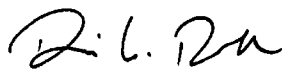
/s/ Edward Farley 12/28/23  
Signature of Filer Date

(603) 502-9039  
Telephone

e.farley@yahoo.com  
E-mail

FOR COURT USE ONLY

Upon review. Motion Denied.



Honorable David W. Ruoff

January 10, 2024

Clerk's Notice of Decision  
Document Sent to Parties  
on 01/11/2024

**APPENDIX D** Decision of New Hampshire Trial Court dismissing per  
jurisdiction, **dated December 18, 2023**

**State of New Hampshire  
Judicial Branch  
Rockingham Superior Court  
Case 218-2023-CV-00566**

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Edward Farley

v

Ubiratan Marinho, Jr (1)

And

Prime Auto Center, LLC

(2)

jury trial requested

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**1<sup>st</sup> AMENDED COMPLAINT**

**PURSUANT TO**

**DECLARATORY**

**JUDGMENT IN**

**CONTRACT LAW FRAUD**

**AND FOR UNFAIR**

**BUSINESS PRACTICES**

**PER CONSUMER**

**PROTECTION**

**Background**

The Plaintiff is and at all times a resident of New Hampshire. The Defendant was well aware of this during all pre-sale communication and post-sale communication.

The Defendant used a national advertising platform (Car Gurus) to reach sales targets well beyond their immediate local and state of Florida scope.

The Defendant used their very same specific advertising in their local advertising as they did their national advertising.

The Plaintiff and the Defendant had many pre-sale and post-sale conversations from approximately 2 weeks prior to sale through January 15, 2021 and all are specifically relevant to

their listed specific advertising conditions of the purchased vehicle BOTH LOCAL AND NATIONAL STATING THE VERY SAME SPECIFIC CONDITIONS OF THE PURCHASED VEHICLE. (attached in the original complaint).

The parties entered an illegal (as noted below) sales agreement as noted on May 8, 2020.

THE PLAINTIFF AND THE DEFENDANT KNEW THE PLAINTIFF RELIED ON THESE SPECIFIC CONDITIONS AS A REASON TO ENTER A PURCHASE AND SALES AGREEMENT WITH THE DEFENDANT.

The additional proof this communication and agreement to terms is valid, is that the Defendant continued to allude to the Plaintiff that they would specifically address and fix the found deceptions per the specific advertised and agreed condition of the car.

The Defendant also agreed to ship the car to the Plaintiff who they knew resides in New Hampshire, further solidifying the Defendant's knowledge of the Plaintiff's location from pre-sale to post sale.

Upon the car's arrival to the Plaintiff's New Hampshire location at his expert witness's interior auto shop, both the Plaintiff and his expert noted serious discrepancies from what was agreed in its condition for the sale and the actual condition of the car. The discrepancies were so egregious that immediate new continuing correspondence ensued between the parties to come to an agreed resolution per correspondences of the linked advertised specific conditions.

### **Proper Statute of Limitations is proper**

Fraud 3 years 508.4

Contract 20 years under seal 508.5, 3 years oral 508.4

### **Illegal Contract Relevance**

The 6 elements of a **legal contract** are all valid in this Bill of Sale transaction. An **Offer** was verbal, was written and implied through conduct. The intention showed agreement to the terms of the contract. The offer was specific with enough details of the exchange value of the car. The terms were clearly communicated and **accepted** by both parties in writing before and during and after the Defendant's Purchase and Sales agreement. This was an express acceptance. Both parties were aware of the **Offer** and **Acceptance**. **Consideration** was made by Both parties as to the transfer of the vehicle in the promised condition in exchange for the Plaintiff's monies. Stating "as-is" directly associated the parties to agreement that the specific condition was as specifically listed and verified. Both parties had the **Capacity** to comply with their end of the contract. The Defendant failed to comply with their end of the contract. The Defendant violated the **Legality** of the contract by misleading circumstances based on fraud and misrepresentation. Any contract that is deemed illegal is VOID and UNENFORCEABLE. **The parties contract was therefore indeed illegal.**



### **Illegal Deceptive Business Trade Practice Relevance**

The 3 elements of deceptive trade practices include **Committing** an unfair trade practice. The Defendant clearly misled by statements (both written and oral). No other explanation is valid from the claimed specific conditions of the car and the intentionally deceived actual condition of the vehicle. The agreement simply affected **Commerce**. The deception involved an exchange of monies for property. The Plaintiff has proof and acknowledgement to both parties that he was substantively financially **Injured** by the Defendants intentional deceptions. A party who is injured by an unfair or deceptive act is entitled to recover damages from the wrongdoer. The Defendant's actions were indeed illegal business trade practice.

### **Proper Jurisdiction is New Hampshire**

**Having applied the two-part test enunciated in *In re W.A.*, 2002 UT 127, ¶ 14, 63 P.3d 607, the Defendant's actions satisfy the requirements of New Hampshire's long-arm statute 510.4, and that Defendant quality contacts with New Hampshire are sufficient to support the exercise of specific personal jurisdiction without offending due process.**

The Plaintiff has claimed relevancy of the **New Hampshire Long Arm Statute** as it nearly identically applied in **case law Clifford Lee vs Frank's Garage (2004)** in parallel to Utah's long arm statute for proper jurisdiction. NH Long Arm Statute is applicable as applied by a previous court final order. **§ 510:4. Nonresident Defendant Jurisdiction.** -- Any person who is not an inhabitant of this state and who, in person or through an agent, transacts any business within this state, commits a tortious act within this state, or has the ownership, use, or possession of any real or personal property situated in this state submits himself, or his personal representative, to the jurisdiction of the courts of this state as to any cause of action arising from or growing out of the acts enumerated above.

Lee vs Frank's Garage case nearly identically overlaps this matter in its internet advertising, its long arm statute and the Federal Due Process Clause due to the FACT and no dispute that the Defendant not only mis-advertised the vehicle, they sent it to him in NEW HAMPSHIRE.

The Plaintiff has made sufficient reference to the evidence that the parties were in contact both texting, emailing and telephone calls before the sale of the vehicle in direct relation to their internet long reach national/international through Car Gurus and linking their website advertising into New Hampshire.

The Plaintiff made it clear to the Defendants and the Court that the Defendants were well aware of the Plaintiff's residence in New Hampshire per evidence of the Bill of Sale and per evidence of shipping location instructions the Defendants needed ship the vehicle to New Hampshire. The Defendant never required any in state arbitrator to intervene in the case the parties had disagreements post sale.

The specific advertising that the Defendant's used on their own website (submitted in claim) was EXACTLY the terms used to sell through CarGurus in their international advertising reach (The Defendants website was linked to the Car Gurus website). These conditions are specific contract agreements and requirements both parties agreed to. The reason there is undeniable evidence of this, is the Defendant(s) projected (used words rather than committed action to deliver what they advertised) that they would support the EXACT egregious advertising in their resolution to fix the vehicle. Otherwise, the Defendant simply would have referred to the Sold as IS comment and walked away. (As in the Lee v Frank's Garage case) Once the sale was consummated, Dealer shipped the Car to Utah. (Identical to This Case) Once the sale was consummated, Dealer shipped the Car to New Hampshire.

This Court references Curry F.3d at 399 (finding purposeful availment based upon Defendant's numerous business transactions).

In the Lee v Frank's Garage matter "[D]ue process is **not** satisfied by the quantity of the contacts with the state, but 'rather IS Satisfied upon the quality and nature' of the minimum contacts and their relationship to the claim asserted." *Arguello v. Industrial Woodworking Mach. Co.*, 838 P.2d 1120, 1123 (Utah 1992) (quoting *International Shoe*, 326 U.S. at 319, 66 S.Ct. at 159-60); see also *Starways*, 1999 UT 50 at ¶ 8.

As this complaint and amended complaint are nearly identical matter as in the **Lee v Frank's Garage case**, the Fourth District Court review is spot and must be used as the datum for this case for proper jurisdiction to New Hampshire. Simply substitute Farley for Lee and New Hampshire for Utah) and this all makes legal sense to try this matter in this Court. In Lee's matter, the Dealer advertised the Car and sold it to the Lee (Farley) of substantial value: purported value arose directly from its alleged condition and mileage. Once Lee (Farley) responded to the national advertisement offering the Car for sale, the Dealer made representations about the unique qualities of the Car, particularly its low mileage, directly to Lee (Farley) in a successful attempt to induce Lee (Farley) to purchase the Car. Lee (Farley) was a Utah (New Hampshire) resident, physically in Utah (New Hampshire), during these and other communications with Dealer. Once the sale was consummated, Dealer shipped the Car to Utah (New Hampshire). Finally, Dealer has not identified any contractual agreements between the parties indicating a forum preference or otherwise structuring the sale solely as a non-Utah (New Hampshire) transaction. Under these particular facts, we have little difficulty in concluding that Dealer's "conduct and connection with [Utah] [New Hampshire] are such that [it] should reasonably anticipate being hauled into court there" in the event of a dispute arising from the sale of the Car. *Clements*, 812 F.Supp. at 206 (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297, 100 S.Ct. 559, 567, 62 L.Ed.2d 490 (1980)).

The Utah Supreme Court has determined that contractual forum selection clauses will be upheld as fair and reasonable so long as there is some rational nexus between the forum selected and either the parties or the transaction. See, e.g., *Phone Directories Co. v.*

*Henderson*, 2000 UT 64, ¶¶ 14-15, 8 P.3d 256. Hence, in this case, Dealer could have contracted for a non-Utah forum if it desired to avoid the potential of litigation in Utah.

Additionally (as in this case), Lee's litigation arose directly from both the sale of the Car and Dealer's contacts with Utah in furtherance of that sale. Analyzing "'the **quality and nature**' of the minimum contacts and their relationship to the claim asserted," it is clear that **each and every contact between Dealer and Utah was devoted to the sale of the Car to Lee on the allegedly false premises that give rise to Lee's complaint. *Arguello v. Industrial Woodworking Mach. Co.*, 838 P.2d 1120, 1123 (Utah 1992) (citation omitted).** Ultimately, it is this close relationship between Dealer's contacts with Utah and Lee's causes of action that convinces us of the propriety of Utah exercising specific personal jurisdiction over Dealer in this matter.

CONCLUSION from the Appeal Fourth District Court must be no different than this matter in New Hampshire Superior Court. ¶ 16 **Having applied the two-part test** enunciated in *In re W.A.*, 2002 UT 127, ¶ 14, 63 P.3d 607, **we conclude that Dealer's actions satisfy the requirements of Utah's long-arm statute, see Utah Code Ann. § 78-27-24 (2002), and that Dealer's contacts with Utah are sufficient to support the exercise of specific personal jurisdiction without offending due process.** Accordingly, we (the Appeal from the Fourth District Court) reverse the decision of the trial court and remand this matter for further proceedings just as this court must do.

#### **Affidavit of Service per Court Service Instructions**

Original Complaint Verified and completed as Court directed and as presented to the Court.

The Plaintiff pleads as the matter has evolved 5 months since, that this pleading satisfies Amended Complaint affidavit of service.

#### **Stated Claims / Causes of Action Claims (as noted clearly prior)**

these claims are within the jurisdictional limits of this Court

#### **Count 1**

The Plaintiff has shown sufficient evidence that shows he is entitled to pursue contract fraud as it is illegal in nature as noted above reference **New Hampshire and Universal Code Contract law**. The Defendant's Bill of Sale is illegal and void as noted above. Invocation of NH contract law violations is relevant.

#### **Count 2**

Additionally, the Plaintiff has shown sufficient evidences that he is entitled to pursue **New Hampshire Regulation of Business Practices for Consumer Protection** recoveries per RSA 358A in relevance to a found act or practice was a willful or knowing violation of this chapter, it shall award as much as 3 times damages. The Plaintiff has listed his relevant entitled financial

injuries as direct \$13,290.29 and up to 3x that per noted willful RSA 358A conditions totaling recoverable damages to \$39,870.87. Invocation of NH Deceptive Trade Practice RSA 358A is relevant. The Defendant claimed the

**WHEREAS** the Plaintiff respectfully requests from the Court the following:

- A) Grant the acceptance of the Plaintiff's 1<sup>st</sup> Amended Complaint as he has shown legal proper jurisdiction, proper statute of limitations, proper instructed affidavit of service and stated claims (causes of action), and**
- B) Provide any other proper and just relief.**

Dated: October 25, 2023

Respectfully submitted  
By

/s/Edward Farley  
Edward Farley  
472 Wallis Road  
Rye, N.H. 03870-2243

#### VERIFICATION

I, Edward Farley, am the Plaintiff in the above-entitled action. I have read the foregoing claims and defenses and know the contents thereof. The same is true of my own knowledge, except as to those matters, which are therein alleged on information and belief, and as to those matters, I believe it to be true. I declare under penalty of perjury under U.S. law that the foregoing is true and correct and that this declaration was executed at Rye, New Hampshire 03870.

/s/Edward Farley

State of New Hampshire)  
ss)  
County of Rockingham)

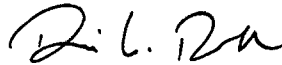
#### CERTIFICATION OF SERVICE

I hereby certify that, on October 25, 2023 I served a copy of the foregoing, by electronically delivering a copy to BOTH Defendant's attorney's address, Mark F. Sullivan, 27 Front Street, Exeter, NH 03833, exeterlaw@aol.com

/s/Edward Farley

Upon review of the facts plead in this Amended Complaint, the core facts concerning "minimal contacts" remain unchanged. A one-time online purchase and sale transaction is not sufficient, or reasonable, to vest the Court with personal jurisdiction over the defendants. Although the plaintiff asserts some limited exchanges with the defendants about servicing or repairing the car - that is not enough to establish personal jurisdiction over Florida defendants.

Motion denied. See prior order. Case dismissed.

A handwritten signature in black ink, appearing to read "D. L. Ruoff", written in a cursive style.

Honorable David W. Ruoff

December 18, 2023

**Clerk's Notice of Decision**  
**Document Sent to Parties**  
on 12/18/2023

**APPENDIX E** Petitioner's Amended Complaint, see **Appendix D**,  
**Dated October 25, 2023**

## **APPENDIX F** Petitioner's Complaint **dated May 3, 2023**

THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
<http://www.courts.state.nh.us>

Court Name: Rockingham - Superior Court  
Case Name: Edward Farley v. Prime Auto Center LLC, et al.  
Case Number: 218-2023-CV-00566  
(if known)

COMPLAINT

Requested: ☒ Jury Trial (as allowed by law) ☐ Bench Trial

1. Plaintiff's Name Edward Farley  
Residence Address 472 Wallis Rd, Rye, NH 03870  
Mailing Address (if different) \_\_\_\_\_  
Telephone Number (Home) \_\_\_\_\_ (Mobile) (603) 502-9039

2. Defendant's Name Prime Auto Center LLC  
Residence Address 1800 South Congress Avenue, Palm Springs, FL 33406  
Mailing Address (if different) \_\_\_\_\_  
[See Attachment(s), item 'Additional Defendants(s)']

3. First thing that happened (in one sentence):  
Claim amount: \$39,870.87. Defendants grossly (specifically worded in advertisement)  
deceptively advertised, sold (via internet) and shipped (via their carrier) a one  
owner vehicle (2010 Mercedes GLK 350 4Matic) to the Plaintiff via his expert  
upholstery expert (John Carrigan Portsmouth, NH expert witness) who was to install  
heated seat pads (unrelated to sale).

4. Second thing that happened (in one sentence):  
Upon arrival at the Mr. Carrigan's shop, both he and the Plaintiff noticed the  
vehicle had overwhelming cigarette smoke odor and burn damage to the interior  
(advertised as 1 owner non smoker), obvious collision damage to right and rear  
(advertised as no previous collision damage) and very significant other items that  
were duly discovered by Mercedes dealership.

5. Third thing that happened (in one sentence):  
The Plaintiff immediately demanded a refund from the Defendant's manager (Fredirico  
A Magalhaes) and that he pickup the said vehiclele and return all relevant monies  
(including shipping). Fredirico refused to refund shipping but did agree to restore  
vehicle to advertised condition which he and the Defendants failed to honor through  
multiple communication efforts.

Continue on using separately numbered paragraphs (attach additional sheets if necessary).



**Case Name:** Edward Farley v. Prime Auto Center LLC, et al.

**Case Number:**

**COMPLAINT**

For the reasons stated in this Complaint, I request that the Court issue the following orders:

A. Describe the orders you want the Court to make:

Invoke the relevant New Hampshire Long Arm Statute (RSA 510:4), and

Accept proper statute of limitations 3 years (Bill of Sale 05/08/2020) and discovery  
of vehicle's condition received well after during delivery, and

B. All other relief the Court deems fair and just. [See Attachment(s), 'Item A' (continued)]

Edward Farley

Name of Filer

/s/ Edward Farley

Signature of Filer

5/3/23

Date

(603) 502-9039

Telephone

e.farley@yahoo.com

E-mail

Law Firm, if applicable

Bar ID # of attorney

472 Wallis Rd

Address

Rye, NH 03870

City

State

Zip code

To Complaint

**Additional Defendants (s)**

Defendant #1

Officer or Authorized Agent: Ubiratan Marinho Jr Marinho, Jr

Defendant #2

Name: Ubiratan Marinho, Jr

Residence Address: 1800 Madison Avenue, Apt D8, Bridgeport, CT 06606

**Additional Claim Details**

6. In discovery time reviewing more of the vehicle that required servicing, the Plaintiff found many other significant specifically worded grossly mis-advertised defects that required Mr. Carrigan, a local Mercedes dealership and a local auto body shop to diagnose and restore. In all, the Defendants failed to honor their advertisement directly linked to their contract Bill of Sale

7. In all, the total deceptive trade restoration costs totalled \$13,290.29. As this was a knowingly and wilfull deceptive trade violation per RSA 358, common law and federal law), the Defendants are liable for 3x deceptive cost damages totalling \$39,870.87 plus court fees.

8. The Defendant stopped communicating.

**Item A (continued)**

Accept proper jurisdiction per Long Arm Statute, and

Invoke NH Deceptive Trade Practice Statute (RSA 358A) and or its commo/federal law equivelent for knowingly and wilfully deceiving and award 3x actual related damages, and

Invoke contract law violations and hold Defendants 100% accountable for all relevant expenses the Plaintiff incurred, and ALL other relief the Court deems fair and just.

Home / Inventory (cars-for-sale) / Mercedes-Benz (cars-for-sale?make=Mercedes-Benz)  
/ Get Cars for Sale?make=Mercedes-Benz&nojs=1&Kj

OFFICE: (561) 429-4241 (TEL:5614234241) CELL: (405) 435-5854 (TEL:4054355854) CELL:  
(561) 429-2714 (TEL:5614213714)

1000 SOUTH CONGRESS AVE PALM SPRINGS FL 33408

63 (HTTP://WWW.FACEBOOK.COM/PRIMEAUTOCENTERFL)

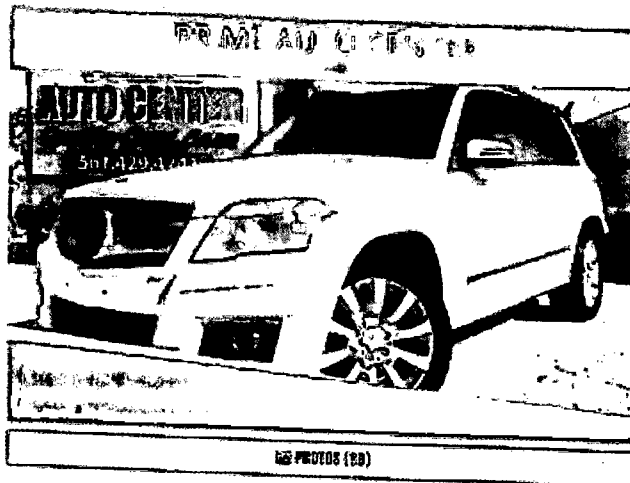
(2) (<https://www.youtube.com/channel/UC2F49F4T006QV1BQJ81P8Q>)

 [O-<https://www.facebook.com/sharer/sharer.php?u=https%3A%3F%3F>](https://www.facebook.com/sharer/sharer.php?u=https%3A%3F%3F)

globe%2F58307453M56utm\_source%3Dfacebook%26utm\_medium%3Dsocial

gk92f58567453%3dutm\_source%3dwebsite%26utm\_medium%3dsocial%3d

**2012 MERCEDES-BENZ GLK GLK 350 4MATIC**



PRICE	MAKES
SOLD	111,488

**EMAIL US** **TEXT US**

### EMAN, DEALERSHIP

First Name: Last Name:

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Could you provide more information about this 2012 Mercedes-Benz CLK GLK 350 4MATIC?

847000

**I'm not a robot**

## INCAPTIVATING

**SEND EMAIL**

By checking "Send Email", I consent to be contacted by the National Scan and the Center regarding this website at any time by phone, mail, e-mail, fax, or other means. I understand that my consent is not required if I am a resident of the United States or a citizen of the United States. I understand that my consent is not required if I am a resident of the United States or a citizen of the United States. I understand that my consent is not required if I am a resident of the United States or a citizen of the United States.

MFG:	16 Oct 2011	Condition:	Used
Style:	AWD CLK 350 4MATIC 4dr SUV	Exterior Color:	White
Engine:	3.5L V6	Interior Color:	Black
Transmission:	Automatic 7-Speed	Interior Fabric:	Leather
Fuel:	Gasoline	Stock:	012006
Drivetrain:	AWD	VIN:	See below

Request vin

\$ APPLY FOR AN AUTO LOAN  
(FINANCE?)  
ID=34041744&SOURCE18=3)

**DEALER INFO**

**PRIME AUTO CENTER**

9 1870 South Congress Ave  
Ft. Lauderdale, FL 33306  
thomas@mcos.com

● **Search Intent**



**■ (HTTPS://WWW.FACEBOOK.COM/PRIMEAUTOCENTERFL)**

● (HTTPS://WWW.YOUTUBE.COM/CHANNEL/UC2GH9FDE00POQV1BQJS1P9Q)

**BILL OF SALE**

DATE: 5/08/2020

STOCK #: 812006

<b>BUYER INFORMATION:</b>		<b>SELLER INFORMATION:</b>	
Edward N G Farley 472 Wallis Rd RYE, NH 03870 HOME:                      CELL: 603-502-9039      WORK: OJL STATE ID #: NHL189684858      STATE: NH      EXP. DATE: 4/24/23 D.O.B.: 04/24/64		<b>PRIME AUTO CENTER, LLC</b> <b>1800 SOUTH CONGRESS AVE</b> <b>PALM SPRINGS, FL 33406</b> <b>561-429-4241</b> SALES PERSON:	
COUNTY: ROCKINGHAM			

<b>VEHICLE INFORMATION:</b>			
YEAR: 2012	COLOR 1:	VIN: WDCGG8HB2CF812006	STOCK: 812006
MAKE: MERCEDES-BENZ	COLOR 2:	STYLE: 350 4MATIC	CYL: 6
MODEL: GLK	BODY: 4DR	MILEAGE: 111729	TRANS: AUTO
<input type="checkbox"/> If this box is checked, the vehicle that you are purchasing has been licensed, registered, or used as a taxcab, police vehicle, or short-term-lease vehicle, is a vehicle that is rebuilt or assembled from parts, is a kit car, glider kit, replica, street rod, custom vehicle, has been repurchased by a manufacturer under Florida's Lemon Law (Fla. Stat. ch. 881), or is a flood vehicle. (Indicate prior uses, brands or types)			

<b>TRADE-IN INFORMATION:</b>		<b>SETTLEMENT</b>	
YEAR:	COLOR:	VEHICLE PRICE 9,805.00	
MAKE:	MILEAGE:	Predelivery Service Fee [see NOTE 1] 495.00	
MODEL:	BODY:	SUBTOTAL 10,300.00	
VIN:		Sales Tax: N/A	
BALANCE OWED TO:		Title Fee: 0.00	
		License Fee: 0.00	
BALANCE OWED: \$ 0.00	GOOD THROUGH:	Registration Fee: 0.00	
ALLOWANCE: \$ 0.00	QUOTED BY:	Transfer Fee: 0.00	
		Temp Tag Fee: 0.00	
		Payoff on Trade-in: N/A	
		TOTAL DUE 10,300.00	

<b>INSURANCE INFORMATION:</b>	
COMPANY:	
AGENT:	
PHONE:	POLICY #

<b>LIEN HOLDER INFORMATION:</b>	
COMPANY:	
STREET:	
CITY, STATE, ZIP:	

<b>REMARKS:</b>	

<b>NOTE 1:</b> This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.		<table border="1" style="width:100%"> <tr> <td>TRADE-IN ALLOWANCE</td> <td>N/A</td> </tr> <tr> <td>DEPOSIT</td> <td>N/A</td> </tr> <tr> <td>DOWN PAYMENT</td> <td>10,300.00</td> </tr> <tr> <td>TOTAL CREDIT</td> <td>10,300.00</td> </tr> <tr> <td><input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance</td> <td>BALANCE DUE 0.00</td> </tr> </table>		TRADE-IN ALLOWANCE	N/A	DEPOSIT	N/A	DOWN PAYMENT	10,300.00	TOTAL CREDIT	10,300.00	<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	BALANCE DUE 0.00
TRADE-IN ALLOWANCE	N/A												
DEPOSIT	N/A												
DOWN PAYMENT	10,300.00												
TOTAL CREDIT	10,300.00												
<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	BALANCE DUE 0.00												
<b>WARRANTY DISCLAIMER:</b> Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and 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 disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for a any liability in connection with the sale of the vehicle and the related products and services.		If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).											
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY):</b> 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.													

Buyer hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

X _____ 5/08/20 Accepted by Authorized Representative of Seller Date	X  5/08/20 Buyer Date	X _____ 5/08/20 Co-Buyer Date
---	--------------------------	----------------------------------



JENNIFER M. HAGGAR, CLERK  
PATRICE D. TOUMA, DEPUTY CLERK

*Office of  
Clerk of Superior Court  
Rockingham County*

10 ROUTE 125  
BRENTWOOD, NH

---

MAILING ADDRESS  
ROCKINGHAM COUNTY COURTHOUSE  
PO Box 1258  
KINGSTON, NH 03848-1258

May 2, 2023

Edward Farley  
472 Wallis Rd  
Rye NH 03870

Dear Mr. Farley:

Re: Farley v Prime Auto Center LLC et al

The Court is returning the complaint received today's date, and ask that you re-file electronically through file and serve.  
If you have any questions do not hesitate to contact the Court at 1-855-212-1234.

Very truly yours,

Jennifer M. Haggart, Clerk  
/sp  
enc

# PRIME AUTO CENTER

(Home)

OFFICE: (561) 428-4241 (TEL:5614284241) CELL: (407) 435-5854 (TEL:4074355854) CELL:  
(561) 428-3714 (TEL:5614283714)

1800 SOUTH CONGRESS AVE PALM SPRINGS FL 33408

(HTTPS://WWW.FACEBOOK.COM/PRIMEAUTOCENTERFL)

(HTTPS://WWW.YOUTUBE.COM/CHANNEL/UC2C3D765D2P4QPL5J41P6Q)

HOME - CARS FOR SALE SPECIALS FINANCE CONTACT US

Home (/) / Inventory (Cars-for-sale) / Mercedes-Benz (Cars-for-sale?make=Mercedes-Benz)  
/ GLK (Cars-for-sale?make=Mercedes-Benz&model=GLK)

(HTTPS://WWW.FACEBOOK.COM/SHANE/SHANE.PHP?u=https%3a%2f%2f

glk%2f56507463%3futm\_source%3dfacebook%26utm\_medium%3dsocial

17 (HTTPS://TWITTER.COM/SHARE?url=https%3a%2f%2fwww.pra

glk%2f56507463%3futm\_source%3dtwitter%26utm\_medium%3dsocial\_y

## 2012 MERCEDES-BENZ GLK GLK 350 4MATIC



PRICE  
**SOLD** **111,488**

EMAIL US TEXT US

EMAIL DEALERSHIP

First Name \* Last Name \*

Email \* Phone

Could you provide more information about  
this 2012 Mercedes-Benz GLK GLK 350  
4MATIC?

84/1000

I'm not a robot.

RECAPTCHA  
Privacy Terms

SEND EMAIL

By clicking "Send Email", I consent to be contacted by Carfax.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, during off-hours and via text message to my cell phone or communication device (using an app or other device) or otherwise. I am not providing my contact information to receive any other communications.

MPG:	16 city/21 hwy	Condition:	Used
Style:	AWD GLK350 4MATIC 4dr SUV	Exterior Color:	White
Engine:	3.5L V6	Interior Color:	Black
Transmission:	Automatic 7-Speed	Interior Fabric:	Leather
Fuel:	Gasoline	Stock:	012006
Drivetrain:	AWD	VIN:	Request Vin

**\$ APPLY FOR AN AUTO LOAN  
(FINANCE?)  
ID=34047744&SOURCEID=3)**

DEALER INFO

**PRIME AUTO CENTER**

1800 South Congress Ave  
Palm Springs, FL 33406  
(https://maps.google.com/?

DESCRIPTION OPTIONS

The paint is in great shape and condition. The interior was well maintained and is extra clean. The exterior is clean and in good condition. The engine is functioning properly and has no issues. This vehicle has no previous collision damage. The transmission shifts very smoothly. The brakes are in great condition. The battery is in excellent condition. The car was previously owned by a non smoker. A mini spare tire is included with this vehicle. This vehicle comes with a spare key. This is cash price doesn't include down payment, sales taxes, plate and fees.

[qr=1800%20South%20Congress%20Auto%20Photo%20Sales&img=2013](#)

[15611429-6241 \(ph:15611429-6241\)](#)

[Send a Text](#)



 ([HTTPS://WWW.FACEBOOK.COM/PRIMEAUTOCENTERFL](https://www.facebook.com/PRIMEAUTOCENTERFL))

 ([HTTPS://WWW.YOUTUBE.COM/CHANNEL/UC2GH9FDEO0POQV1BQJS1P9Q](https://www.youtube.com/channel/UC2GH9FDEO0POQV1BQJS1P9Q))



**BILL OF SALE**

DATE: 5/08/2020

STOCK #: 812006

**BUYER INFORMATION:**

Edward N G Farley  
 472 Wallis Rd  
 RYE, NH 03870 COUNTY: ROCKINGHAM  
 HOME: CELL: 603-502-9039 WORK:  
 DL/STATE ID #: NHL189664858 STATE: NH EXP. DATE: 4/24/23  
 D.O.B.: 04/24/64

**SELLER INFORMATION:**

PRIME AUTO CENTER, LLC  
 1800 SOUTH CONGRESS AVE  
 PALM SPRINGS, FL 33406  
 561-429-4241

**SALESPERSON:**
**VEHICLE INFORMATION:**

YEAR: 2012 COLOR 1: VIN: WDCGG8HB2CF812006 STOCK: 812006  
 MAKE: MERCEDES-BENZ COLOR 2: STYLE: 350 4MATIC CYL: 6  
 MODEL: GLK BODY: 4DR MILEAGE: 111729 TRANS: AUTO

☐ If this box is checked, the vehicle that you are purchasing has been licensed, registered, or used as a taxicab, police vehicle, or short-term-lease vehicle, is a vehicle that is rebuilt or assembled from parts, is a kit car, glider kit, replica, street rod, custom vehicle, has been repurchased by a manufacturer under Florida's Lemon Law (Fla. Stat. ch. 681), or is a food vehicle. (Indicate prior uses, brands or types)

**TRADE-IN INFORMATION:**

YEAR: COLOR:  
 MAKE: MILEAGE:  
 MODEL: BODY:  
 VIN:

**BALANCE OWED TO:**

BALANCE OWED: \$ 0.00 GOOD THROUGH:  
 ALLOWANCE: \$ 0.00 QUOTED BY:

**INSURANCE INFORMATION:**

COMPANY:  
 AGENT:  
 PHONE: POLICY #:

**LIEN HOLDER INFORMATION:**

COMPANY:  
 STREET:  
 CITY, STATE, ZIP:

**REMARKS:**

**NOTE 1:** This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

**WARRANTY DISCLAIMER:**

Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and 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 disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** 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.

Buyer hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supercedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

**SETTLEMENT**

VEHICLE PRICE	9,805.00
Predelivery Service Fee [see NOTE 1]	495.00
SUBTOTAL	10,300.00
Sales Tax:	N/A
Title Fee:	0.00
License Fee:	0.00
Registration Fee:	0.00
Transfer Fee:	0.00
Temp Tag Fee:	0.00
Payoff on Trade-In:	N/A
TOTAL DUE	10,300.00

TRADE-IN ALLOWANCE	N/A
DEPOSIT	N/A
DOWN PAYMENT	10,300.00
TOTAL CREDIT	10,300.00
<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	BALANCE DUE 0.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

X \_\_\_\_\_ 5/08/2020 X \_\_\_\_\_ 5/08/2020 X \_\_\_\_\_  
 Accepted by Authorized Representative of Seller Date Buyer Date Co-Buyer Date

# INVOICE

Invoice No. 459577

Bow Auto Parts  
1317 RT 3A  
Bow, NH 03304



603-224-8400  
800-464-3141  
603-224-4042= FAX

Order # 133241772  
Claim Number  
Customer PO#  
Customer RO#  
Contact EDDY 603-502-0030

Date 23 Feb 2021  
Time 16:47:41 EST  
Salesperson eddy  
Sales Type Cash Sale

**Invoice To**

VALUED RYE CUSTOMER  
RYE, NH

**Ship To**

VALUED RYE CUSTOMER  
RYE, NH

Delivery Counter Sale



Stock #	Part Description	Price
PO #98163	2012 MERCEDES GLK-CLASS Wheel 204 Type: (GLK350), 17x6 (spare) 85094 VIN: WDCGG6H37BF601070 Vehicle Color: Unknown Part Comments: SPARE Discount	170.00
		-45.00
		<b>Sub Total: 125.00</b>
<b>Payments/Credits Allocation History</b>		<b>Tax1: 0.00</b>
02/23/21	Payment: Credit Card 4004	<b>Tax2: 0.00</b>
	Total:	<b>Total: 125.00</b>
	Amount Due:	0.00

**Invoice Terms**

THANK YOU FOR YOUR ORDER.....WE APPRECIATE YOUR BUSINESS!

Bow Auto Parts has a 3.99% Cash Discount pre-priced into all items and services. Any purchase made with a credit card will remove the discount and be displayed as a "Non-Cash Charge" on your receipt.

RETURNS ARE ACCEPTED WITHIN 30 DAYS OF PURCHASE AND MUST BE IN SAME CONDITION AS TIME OF SALE WITH NO SIGNS OF USE OR INSTALLATION.

BOW AUTO HAS A STANDARD 6 MONTH WARRANTY ON ALL OF OUR IN STOCK PARTS...AND OFFERS EXTENDED WARRANTIES INCLUDING LABOR....

FOR COMPLETE WARRANTY TERMS AND INFO... PLEASE VISIT [WWW.BOWAUTOPARTS.COM](http://WWW.BOWAUTOPARTS.COM) & CLICK ON WARRANTY TAB ON TOP OF HOME PAGE!

# Safelite AutoGlass

SAFELITE AUTOGLASS  
124 N. MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
\*\* SERVICE QUESTIONS \*\*  
\*\* CALL 661-683-8221 \*\*

Date & Time: 05/14/20 11:17AM  
Proposed Work Completion Date:  
Mobile 05/14/20  
Arrival Time 11:00 Needed by 01:00  
#451024

Customer:  
Fred

Home Phone: 561-428-4241  
Work Phone:  
Service Phone: 661-428-4241  
Work Order #: 01540\_125559  
(0616\_125559)

VEHICLES: FRED  
1600 S EDGEMORE AVE  
PALM SPRINGS, FL 33406

Year 2012 Make MERCEDES BENZ Model CLK350  
License Style PRIMEAUTO4 DOOR UTILITY Stock/Unit#  
Mileage VIN 1 WDCGG8HB2CF812006  
Purchase Order#

Qty	Part	List Price	Selling Price	Flat Labor	Kit	NTPL
1	DISPOSAL FEE		8.98	7.99	0.00	0.00
1	FWB3389 CTYDEM		422.55	00.00	0.00	0.00
1	WFT F3800		7.44	0.00	0.00	0.00
1	FUEL SURCHARGE		0.00	9.99	0.00	0.00

Technician Name Technician ID  
Joshua 1840-051  
Technician Notes

## VEHICLE PRE-INSPECTION

Area: Dash  
Images: Brittle - Cracked  
Notes/Memo: front screen not ok

Area: Seats  
Images:  
Notes/Memo:

Area: Headliner  
Images: Soiled  
Notes/Memo: water stains

Area: Other Interior  
Images:  
Notes/Memo: rain sensor not activated

Area: Windshield: Other Exterior  
Images:  
Notes/Memo:

Area: Windshield: Cowl/Trip/Molding  
Images: Brittle  
Notes/Memo: side molding paint peeling chip/ice

Part Subtotal: 428.88  
Flat Labor Subtotal: 77.99  
Subtotal: 507.97  
Sales Tax: 35.56  
Total: 543.53

Inductible: 0.00  
Inductible Paid: 0.00

**Flagship Motorcars**  
385 Broadway, Rte. 1 North  
Lynnfield, MA 01940  
781-596-9700  
[www.kerbchambers.com](http://www.kerbchambers.com)



**Our Other Mercedes-Benz Locations:**

**Mercedes-Benz of Natick**  
253 North Main Street  
Natick, MA 01760  
508-655-5350

**Mercedes-Benz of Boston**  
259 McGrath Highway  
Somerville, MA 02145  
617-666-4100

# Mercedes-Benz

CUSTOMER NO. 101281	SERVICE ADVISOR 3729 RENAN MARCHET	TAG NO. T861Y	INVOICE DATE 06 Apr 2021	INVOICE NO. 381451
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	HOURLY RATE 0.00	LICENSE NO.	NO. NO.	COLOR
	VEHICLE MAKE/MODEL 12_MLT GLK350 4MATIC		W/EXT IN 112081	IN PART OUT 112086
	VEHICLE IDENTIFICATION NO. WDCGG8HB2CF812008		DELIVERY DATE 22 Dec 2011	IN SERVICE DATE
EMAIL ADDRESS email@e.farley@yahoo.com/home	CELL PHONE 603-502-9039	SALES PERSON	R.O. DATE 03 Mar 2021	WARR EXP. 22 Dec 2011
TEL HOME	TEL BUSINESS EXT.	COMMENTS ENG:3.5 Liter 1		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THE HEADLINER IS HANGING DOWN							
60			INTERIOR TRIM				
			3874 CPM				
1	204-690-72-50-7K25		HEADLINER	900.00	877.20	877.20	
PARTS:	877.20	LABOR:	525.00	OTHER:	0.00	TOTAL LINE A:	1402.20
Headliner damaged from cigarette smoke, delaminating and stained from serious observed water roof leak into cabin, dash, and seats..							
*Necessary replacement. Noted on the 8/28/2020 invoice.							
*****							
B CUSTOMER STATES THE VEHICLE VIBRATES WHEN ACCELERATING, UNDER LIGHT ACCELERATION, FEELS LIKE A TRANSMISSION MOUNT							
10			DRIVEABILITY				
			3874 CPM				
2	204-240-20-17-64		ENGINE MOUNT	240.80	240.80	481.60	
1	221-240-05-18		RUBBER MOUNTING	121.90	121.90	121.90	
1	000-990-25-52		NUT	14.00	14.00	14.00	
2	129-990-04-10		BOLT AND WASHER ASSY.	11.90	11.90	23.80	
PARTS:	641.30	LABOR:	1720.00	OTHER:	0.00	TOTAL LINE B:	2361.30
Car observed to have excessive vibration, bucking and knocking noises in center of car during acceleration. Discovered excessively worn motor mounts and transmission mount. Aggressive driving the cause.							
*Necessary replacement.							
*****							
C CUSTOMER STATES THE RIGHT FRONT TIRE SENSOR DOES NOT READ							
MB1			MOUNT & BALANCE 1 TIRE, SET PRESSURES				
			3874 CPM				
1	000-905-72-00		TIRE PRESSURE SENSOR	215.42	215.42	215.42	
1	000-401-59-04-64		VALVE NUT	5.53	5.53	5.53	
10			REPLACE SENSOR, LEARN TO CONTROL UNIT				
			3874 CPM				
PARTS:	220.95	LABOR:	74.00	OTHER:	0.00	TOTAL LINE C:	294.95
Right front TPMS sensor found in Right Front wheel. *Necessary replacement to extinguish dash light and alert driver for safety of tire inflation.							

<input type="checkbox"/> CASH <input type="checkbox"/> CHECK   CK NO.          <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> CHARGE <input type="checkbox"/> OTHER		<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr><td>LABOR ADJUST</td><td></td></tr> <tr><td>PARTS</td><td></td></tr> <tr><td>SALES TAX</td><td></td></tr> <tr><td>SALES SERVICE</td><td></td></tr> <tr><td>WARRANTY CHARGE</td><td></td></tr> <tr><td>TOTAL CHARGE</td><td></td></tr> <tr><td>LESS DISCOUNTS/PAID</td><td></td></tr> <tr><td>DUES TAX</td><td></td></tr> <tr><td><b>PLEASE PAY THIS AMOUNT</b></td><td></td></tr> </tbody> </table>	DESCRIPTION	TOTALS	LABOR ADJUST		PARTS		SALES TAX		SALES SERVICE		WARRANTY CHARGE		TOTAL CHARGE		LESS DISCOUNTS/PAID		DUES TAX		<b>PLEASE PAY THIS AMOUNT</b>	
DESCRIPTION	TOTALS																					
LABOR ADJUST																						
PARTS																						
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WARRANTY CHARGE																						
TOTAL CHARGE																						
LESS DISCOUNTS/PAID																						
DUES TAX																						
<b>PLEASE PAY THIS AMOUNT</b>																						
<p align="center"><b>THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS</b></p> <p align="center">_____ Customer Signature</p> <p align="center"><b>Environmental Compliance</b></p> <p>Federal and some laws require that all persons be made aware of the risks of exposure to hazardous substances in the environment. This notice is provided to you for your information. It is not intended to be a contract. It is not intended to be a warranty. It is not intended to be a statement of fact. It is not intended to be a statement of opinion. It is not intended to be a statement of fact. It is not intended to be a statement of opinion. It is not intended to be a statement of fact. It is not intended to be a statement of opinion.</p>																						

**CUSTOMER COPY**

**Flagship Motorcars**

385 Broadway, Rte. 1 North

Lynnfield, MA 01940

781-596-9700

www.herbchambers.com

**Mercedes-Benz**Our Other Mercedes-Benz Locations:

Mercedes-Benz of Natick  
253 North Main Street  
Natick, MA 01760  
508-655-5350

Mercedes-Benz of Boston  
259 McGrath Highway  
Somerville, MA 02145  
617-666-4100

CUSTOMER NO. 101281	SERVICE ADVISOR 3729 RENAN MARCHET	TAG NO. T861Y	INVOICE DATE 06 Apr 2021	INVOICE NO. 381451
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	HOURLY RATE 0.00	AGENTS NO.	COLOUR	NO. STOCK / STOCK NO.
EMAIL ADDRESS emallie.farley@yahoo.com/home	VEHICLE MAKE/MODEL 12 MLT GLK350 4MATIC	PD NO.	MILEAGE IN 112081	MILEAGE OUT 112086
TEL HOME	VEHICLE IDENTIFICATION NO. WDCGG8HB2CF812006	NAME PERSON	DELIVERY DATE 22 Dec 2011	IN SERVICE DATE
TEL BUSINESS EXT.	TEL PHONE 603-502-9038	NO. DATE	03 Mar 2021	WAR EXP. 22 Dec 2011
COMMENTS ENG:3.5_Liter 1				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
0	CHCK	SPARE	TIRE	INFLATOR			
				85 ACCESSORIES			

3874	CPM				0.00	0.00	
1	000-583-15-02	COMPRESSOR		279.50	279.50	279.50	
PARTS:	279.50	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	279.50

Inflatable Spare tire found worn to limits and had an extreme blowout hole through cord structure. Inflatable compressor found missing. \*Necessary replacement. (Customer supplied like new used spare tire to reduce costs).

\*\*\*\*\*  
E CUSTOMER STATES THE LEFT TAIL PIPE STICKS OUT AND HANGS LOWER THAN THE RIGHT SIDE

14	EXHAUST						
3874	CPM				169.00	169.00	
PARTS:	0.00	LABOR:	169.00	OTHER:	0.00	TOTAL LINE E:	169.00

Car found in previous invoice with collision damage to right side and rear of vehicle. Left rear muffler was poorly adjusted/installed and required heating and maneuvering to fit properly. \*Necessary repair. Rear Bumper cover needs replacement, customer will have an autobody shop replace all parts as necessary per prior noted collision damage on the 08/28/2020 invoice.

\*\*\*\*\*  
F CUSTOMER STATES THE HEADLINER IS DAMAGED, DELAMINATING

60	INTERIOR TRIM				0.00	0.00	
3874	CPM						
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00

Requires replacement at a total of \$1402.20 plus tax. See line A.

\*\*\*\*\*  
G CIG LIGHTER DOES NOT CHARGE

52	TRIM ELECTRICAL						
3874	CPM				85.00	85.00	
1	000000-004205	FUSE LINK		7.65	7.65	7.65	
1	000-906-39-00	CIGARETTE LIGHTER		92.50	92.50	92.50	
PARTS:	100.15	LABOR:	85.00	OTHER:	0.00	TOTAL LINE G:	185.15

<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK CK NO. 1	1
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE	<input type="checkbox"/> OTHER

THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS

Customer Signature

Environmental Compliance

Proper and timely disposal of hazardous waste, oil, solvents, antifreeze, etc. must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our liability to federal and state law in addition to the protection of the environment.

DESCRIPTION	TOTALS
LABOR / WASH	
PARTS	
EST. OF LINE	
SUPPLY OF PARTS	
WARRANTY / CHARGES	
TOTAL CHARGE	
10% DISCOUNT / INSURANCE	
Sales Tax	
PLEASE PAY THIS AMOUNT	

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**Flagship Motorcars**  
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 Lynnfield, MA 01940  
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 508-655-5350

Mercedes-Benz of Boston  
 259 McGrath Highway  
 Somerville, MA 02145  
 617-666-4100

CUSTOMER NO. 101281	SERVICE ADVISOR 3729 RENAN MARCHET	TAG NO. TB61Y	INVOICE DATE 06 Apr 2021	INVOICE NO. 381451
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	HOURLY RATE 0.00	PO NO.	COLOR	NO STOCK / STOCK NO
EMAIL: e.farley@yahoo.com/home	YEAR/MODEL 12 MLT GLK350 4MATIC	PO NO.	VEHICLE IN 112081	VEHICLE OUT 112086
TEL HOME	VEHICLE IDENTIFICATION NO. WDCGG8HB2CF812006	SALES PERSON	RECEIVED DATE 22 Dec 2011	IN SERVICE DATE
TEL WORK	CELL PHONE 603-502-9039		P.O. DATE 03 Mar 2021	WHY EXP. 22 Dec 2011
COMMENTS: ENG:3.5_Liter 1				

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
 Cigarette/Auxiliary outlet. Worn from overuse and water damage.  
 \*Necessary replacement.

H STEERING COLUMN TRIM IS MISSING

60 INTERIOR TRIM  
 3874 CPM

1 204-680-73-08-9051 COVER

PARTS: 78.75 LABOR: 169.00 OTHER: 0.00 TOTAL LINE H: 247.75

Steering column is trim found damaged beyond repair from water damage found pouring behind dash. \*Necessary replacement

I CUSTOMER STATES THE BLOWER DOES NOT WORK, CHECK FOR DAMAGE

85 ACCESSORIES

3874 CPM

1 207-540-18-50-64 FUSE BOX

PARTS: 273.05 LABOR: 525.00 OTHER: 0.00 TOTAL LINE I: 798.05

Blower motor not functioning. Found auxiliary fuse box fault and blower motor fault, water damage. \*Necessary replacement. (customer supplied OEM Bosch blower for reduced costs)

J\*\* CUSTOMER STATES THAT SEAT RAIL TRIMS ARE BROKEN, PLEASE INSPECT

60 INTERIOR TRIM

3874 CPM

1 204-919-20-20-9051 COVERING

1 204-919-26-20-9051 COVERING

PARTS: 35.95 LABOR: 169.00 OTHER: 0.00 TOTAL LINE J: 204.95

Left and Right front seat rail trim are either broken or missing. Brittle. \*Necessary replacement.

K\*\* CUSTOMER APPROVED REPAIRS TO LEAKING CENTRIFUGE COVER

06 LEAKS

3874 CPM

1 272-010-06-31 HOUSING COVER W COUPLING

PARTS: 108.75 LABOR: 169.00 OTHER: 0.00 TOTAL LINE K: 277.75

☐ CASH

☐ CHECK CK NO. [ ]

☐ VISA

☐ MASTERCARD

☐ AMEX

☐ CHARGE

☐ OTHER

THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS

Customer Signature

Environmental Certificate

Readers and users have received this information under the terms of a license. It may be disclosed by a licensed contractor of an environmentally safe manner. Any changes in environmental conditions reflect our commitment to safety and state law in addition to our commitment for the preservation of the environment.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS	
DISC. OFF. LUM	
SALES TAX	
MISCELLANEOUS CHARGES	
TOTAL CHARGES	
LESS DISCOUNT(S) PAID	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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 Lynnfield, MA 01940  
 781-596-9700  
 www.herbchambers.com



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Mercedes-Benz of Boston  
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 Somerville, MA 02145  
 617-666-4100

CUSTOMER NO. <b>101281</b>	SERVICE ADVISOR <b>3729 RENAN MARCHET</b>	PAID NO. <b>T861Y</b>	INVOICE DATE <b>06 Apr 2021</b>	INVOICE NO. <b>381451</b>
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	HOURLY RATE <b>0.00</b>	LINE# NO.	COLOR	MS. STOCK / STOCK NO.
EMAIL ADDRESS <b>emille.farley@yahoo.com/home</b>	YEAR/MAKE/MODEL <b>12 MLT GLK350 4MATIC</b>	PC NO.	MS. PART IN <b>112081</b>	RELEASE DUTY <b>112086</b>
TEL. HOME	VEHICLE IDENTIFICATION NO. <b>WDCGG8HB2CF812006</b>	SALES PERSON	DELIVERY DATE <b>22 Dec 2011</b>	IN SERVICE DATE
IF, BUSINESS EXT.	CELL PHONE <b>603-502-9039</b>		R.O. DATE <b>03 Mar 2021</b>	WAT. EXP. <b>22 Dec 2011</b>
	COMMENTS <b>ENG:3.5_Liter 1</b>			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
Engine centrifuge cover leaking badly. *Necessary replacement.							
*****							
L**	REPLACE REAR BRAKE PADS, ROTORS AND SENSORS						
	RPR REPLACE REAR BRAKE PADS, ROTORS AND SENSORS						
				3874	CPM	362.50	362.50
	2	000-423-09-12-07	BRAKE DISK, VENTED		87.50	87.50	175.00
	2	220-421-01-71	PAN HEAD FIT BOLT		13.13	13.13	26.26
	1	007-420-62-20-90	TS DISK BRAKE PAD-STARPARTS		81.23	81.23	81.23
	1	211-540-17-17	BRAKE WEAR SENSOR		16.80	16.80	16.80
PARTS:	299.29	LABOR:	362.50	OTHER:	0.00	TOTAL LINE L:	661.79
Rear brakes found beyond wear limits. *Necessary replacement.							
*****							
M**	MOUNT & BALANCE 4 TIRES-RESET PRESSURES						
	MB4 MOUNT & BALANCE 4 TIRES-RESET PRESSURES						
				3874	CPM	160.00	160.00
PARTS:	0.00	LABOR:	160.00	OTHER:	0.00	TOTAL LINE M:	160.00
Tires are found to have excessive belt wear from age and aggressive driving. Car is unstable with current tires. All 4 tires replaced with new. *Necessary replacement. (Customer supplied 4 New Bridgestone tires to conserve costs.)							
*****							
N**	CUSTOMER REQUESTS INSPECTION OF TRANSMISSION OIL FOR ANY CONTAMINENTS AND TO INSPECT THE DRIVESHAFT FOR ANY WEAR						
	10 DRIVEABILITY						
				3874	CPM	169.00	169.00
PARTS:	0.00	LABOR:	169.00	OTHER:	0.00	TOTAL LINE N:	169.00
Car has slipping automatic transmission, does not shift smoothly, bucks and slips during acceleration, likely contributing to damaged/worn engine and transmission mounts. Found excessively dirty transmission fluid, low quantity and diagnose fault as torque converter damage. Cost \$3832.37. *Necessary replacement. (Customer chooses to have AAMCO replace item with used part to conserve costs							
*****							
O**	ADDITIONAL NOTES FOR REPAIR OVERVIEW						

O\*\* ADDITIONAL NOTES FOR REPAIR OVERVIEW

<input type="checkbox"/> CASH <input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> CHECK CK NO. 1 <input type="checkbox"/> MASTERCARD <input type="checkbox"/> CHARGE	<input type="checkbox"/> OTHER	DESCRIPTION	TOTALS
THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS  Customer Signature: _____ (Signature) Compliance <small>Customer and store must include this information with all orders. This must be disposed of by a licensed dealer in an environmentally safe manner. Any charges for environmental compliance reflect our commitment to federal and state law in addition to our concern for the preservation of the environment.</small>			LABOR AMOUNT	
			PARTS	
			S&S, S&L, USE	
			SALE TAX	
			WARRANTY CHARGES	
			TOTA. CHARGES	
			LESS DISCOUNT/REBATE	
			PLEASE PAY THIS AMOUNT	

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781-596-9700  
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Natick, MA 01760  
508-655-5350

Mercedes-Benz of Boston  
259 McGrath Highway  
Salem, MA 02145  
617-666-4800

CLIENT ID 101281	SALES ADVISOR 3729 BENAN MARCHET	TAG NO. T861Y	INVOICE DATE 06 Apr 2021	INVOICE NO. 381451
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	VEHICLE RATE 0.00	LICENSE NO.	COLOR	NO. STOCK / STOCK NO.
EMAIL ADDRESS email@ic.farley@yahoo.com/home	YEAR MAKE MODEL 12 MLT GLK350 4MATIC	PO NO.	MESSAGE IN 112081	MESSAGE OUT 112086
TEL. HOME	USDA FIC IDENTIFICATION NO. WDCGG8HB2CF812006	SALES PERSON	DELIVERY DATE 22 Dec 2011	IN SERVICE DATE
TEL. BUSINESS EXT.	CELL PHONE 803-502-9039		PO DATE 03 Mar 2021	INWARRANT 22 Dec 2011
COMMENTS: ENG:3.5_Liter 1				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
00	QUICK SERVICE					0.00	0.00
99	CPM						0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE 0:	0.00
Overall, the car's condition shows aggressive driving and neglectful maintenance of the car as a whole. Smoker damage. Interior water damage, including wiring and dashboard. Engine leaks and mount damage. Transmission torque converter and mount damage. All 4 tires and spare tire were damaged. Right side and rear of car sustained collision damage. Buyer claims he purchased the car used as a one owner vehicle with 111978 miles (approximately less than 100 miles since purchase). In order to drive the vehicle safely and without neglectful repair, the high service costs are a necessity.							
*****							
*** TOUCH UP PAINT FOR C63AMG LAST 8 OF VIN: DA748775 PAINT CODE: 799							
00	QUICK SERVICE					0.00	0.00
99	CPM						
1	000-986-23-50-9799	PAINT PIN			35.00	35.00	35.00
PARTS:	35.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE P:	35.00
*****							
ENVIRONMENTAL COMPLIANCE CHARGE							45.95

<input type="checkbox"/> CASH <input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> CHECK CK NO. [      ] <input type="checkbox"/> MASTERCARD <input type="checkbox"/> CHARGE	<input type="checkbox"/> OTHER	<b>DESCRIPTION</b> LABOR/AMOUNT PARTS CAR COLLISI TIRE/ TITERS VIBRATION/SHAKES TOTAL CHARGE LESS DISCOUNT/PAID SALES TAX	<b>TOTALS</b> \$ 4296.50 \$ 2949.89 \$ 0.00 \$ 0.00 \$ 45.95 \$ 7292.34 \$ 0.00 \$ 184.37
THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS  CUSTOMER SIGNATURE (Environment) Compliance Dealer and state laws require that all hazardous waste be properly disposed of by a licensed contractor. In an environmentally safe manner. Are the proper environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.			PLEASE PAY THIS AMOUNT <b>\$ 7476.71</b>	

CUSTOMER COPY



**Flagship Motorcars**  
385 Broadway  
Lynnfield, MA 01940  
(781) 596-9700

**RECEIPT**

**Customer Information:**  
Edward Farley

**Invoice Details:**  
Invoice #: M6QUTANTKV  
Invoice Date: Tuesday, April 06, 2021 12:50 PM

(XXX) XXX-X039

Repair Order/Ref #: 381451

**Description of Product/Services**

**Amount**

Service Performed

\$ 7476.71

**Payment Details:**

Paid On: Tuesday, April 06, 2021 12:50 PM  
Credit Card: XXXXXXXXXXXX8007 exp XX/XXXX  
Card Type: AMEX  
Payment Type: Ingenico-Swipe  
Confirmation #: 503119  
Dealer Associate: Renan MARCHET  
Cashier: Renan MARCHET

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

THANK YOU!

Flagship Motorcars

Processed by myKaarna eBridge Payments

# NORTH ATLANTIC AUTOBODY & REPAIR

58 LAFAYETTE ROAD  
P.O. BOX 751,  
NORTH HAMPTON, NEW HAMPSHIRE 03842  
(603) 964-9442 FAX (603) 964-6871

NAME			PHONE		DATE
STREET			CITY		
YEAR	COLOR	MAKE	MODEL		
REGISTRATION NO.		SERIAL NO.	ODOMETER		ESTIMATE PREPARED BY
INSURANCE CO.			ADJUSTOR		

LINE NO.	REPAIR REPLACE	DESCRIPTION OF DAMAGE	PARTS PRICE	BODY LABOR	FRAME LABOR	PAINT LABOR	MECH. LABOR	PAINT BODY MATS.	SUBLET MISC.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									

This damage report is based upon our detailed inspection of your vehicle and does not include repairs other than itemized above. Occasionally, additional damage will be discovered once the work is opened up and additional repairs will be required. No written or implied warranty on rust repair.

Repairs will be made for you as owner. If you do not intend to pay with your own funds, please make certain the insurance company can deliver their check to you in time to pick up your vehicle. All repairs must be paid in full before the vehicle will be released.

If a lienholder is named on the insurance check, their endorsement must be obtained.

We are proud of our technicians and their superior quality craftsmanship. Thank you for letting us serve you.

Authorization X \_\_\_\_\_

PARTS PRICE (estimated)		\$
BODY LABOR	UNITS 0.3	\$
FRAME LABOR	UNITS 1.0	\$
PAINT LABOR	UNITS 1.5	\$
MECH. LABOR	UNITS 0.5	\$
PNT MATS		\$
Body MATS		\$
SUBLET		\$
TOWING		\$
EPA Compliance (Surcharge for hazardous waste disposal)		\$
TAX		\$
<b>TOTAL</b>		\$

0006

**NORTH ATLANTIC AUTOBODY & REPAIR**

55 LAFAYETTE ROAD

P.O. BOX 751

NORTH HAMPTON, NEW HAMPSHIRE 03868

(603) 964-8442 FAX (603) 964-8871

NAME <i>John J. Smith</i>			PHONE <i>903-9039</i>	DATE <i>4-22-21</i>
STREET <i>123 Main St</i>			CITY <i>North Hampton</i>	
YEAR <i>2000</i>	COLOR <i>Black</i>	MAKE <i>Ford</i>	MODEL <i>Mustang</i>	
REGISTRATION NO. <i>WD865 2412 0058</i>		SERIAL NO. <i>1A800000000000000000</i>	ODOMETER <i>10000</i>	ESTIMATE PREPARED BY <i>John J. Smith</i>
INSURANCE CO. <i>State Farm</i>			ADJUSTOR <i>John J. Smith</i>	

LINE NO.	REPAIR / REPLACE	DESCRIPTION OF DAMAGE	PARTS PRICE	BODY LABOR	FRAME LABOR	PAINT LABOR	MECH. LABOR	PNT. BODY MATLS.	SUBLET ASSC.
1		Front end damage	100.00	1.0					
2		Left front fender	50.00	1.0					
3		Left front door	50.00	1.0					
4		Left front quarter panel	50.00	1.0					
5		Left front bumper	50.00	1.0					
6		Left front wheel	50.00	1.0					
7		Left front suspension	50.00	1.0					
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									

This damage report is based upon our detailed inspection of your vehicle and does not include repairs other than itemized above. Occasionally, additional damage will be discovered once the work is opened up and additional repairs will be required. No written or implied warranty on rust repair.

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Authorization X \_\_\_\_\_

PARTS PRICE (subject to invoice)	\$	1243.00
BODY LABOR UNITS @ \$	\$	9.50
FRAME LABOR UNITS @ \$	\$	
PAINT LABOR UNITS @ \$	\$	25.00
MECH. LABOR UNITS @ \$	\$	
PNT. MATLS	\$	10.00
Body MATLS	\$	
SUBLET	\$	
TOWING	\$	
EPA Compliance Surcharge for Hazardous waste disposal	\$	5.00
TAX	\$	
<b>TOTAL</b>	<b>\$</b>	<b>1355.50</b>



603.498.2077 • P.O. Box 752 • Rye Beach, NH 03871

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

[illegible]



603.498.2077 • P.O. Box 752 • Rye Beach, NH 03871

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

[illegible]



**PAINTLESS DENT REMOVAL • INTERIOR REPAIR • PAINT TOUCH UP**  
**603.498.2077 • P.O. Box 752 • Rye Beach, NH 03871**

[illegible]

## Auto One Automotive Refinements

NAME: Ed Farley  
YEAR: 2012

MAKE: Mercedes

DATE: 09-12-2021

VIN#	W	D	C	G	8	H	B	2	C	F	8	1	2	0	0	6
------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

DESCRIPTION	PARTS	LABOR
1) RT. front seat damage to bottom covers & mismatched		
Replace R/F seat - parts by customer	3.60	.8
2) LT. front seat incorrect to vehicle, mis matched back		
R&L L/F seat & replace complete lean back section parts by customer	6.75	2.4
3) Dash wood grain trim RT. side cracked & delaminated, side vent control broken		
R&L dash vent & wood trim panel replace vent repair wood grain trim parts by customer	16.50	1.7 .3 1.5
4) LT. & RT. front door sill plates delaminated		
Repair right & left sill plates	7.20	.6
TOTAL	34.05	6.3
GRAND TOTAL		

	PARTS	LABOR
3) Heater Blower Motor not working		
Access rear fuse panel found rear cargo area full of standing water		.4
Remove spare tire & drain water, clean compartment <u>Note</u> spare tire has large hole in it		.6
Heater motor will need further diagnostic work to determine problem		
Rear sunroof drains need to be checked, may be cause of water problem in cargo area		
Headliner delamination problems due to water leaks & needs full replacement		
Total labor 7.3 hr		1.0
TOTAL	34.05	620.51
GRAND TOTAL		654.55



Edward Farley

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February 5, 2025

Clerk's Office

U.S. Supreme Court

One First Street,

NE Washington, DC 20543

Dear Clerks,

Please find attached my Motion to Leave to Proceed in Forma Pauperis, Petition for Writ of Certiorari and Appendices.

Thank you so much for guidance this week.

Sincerely,

A handwritten signature in black ink, appearing to be 'E. Farley', with a long, sweeping horizontal stroke extending to the right.

Edward Farley