

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 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.

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 Courtr. ¶ 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

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:

or

Other party

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**

Edward Farley

v

Ubiratan Marinho, Jr (1) | **1st AMENDED COMPLAINT**
And | **PURSUANT TO**
Prime Auto Center, LLC | **DECLARATORY**
(2) | **JUDGMENT IN**
jury trial requested | **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 mislead 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 Guru 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 1st 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)

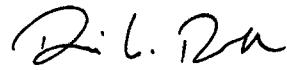
CERTIFICATION OF SERVICE

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.



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 vehicle 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

Law Firm, if applicable

Bar ID # of attorney

472 Wallis Rd

Address

Rye, NH 03870

City

State

Zip code

/s/ Edward Farley

5/3/23

Signature of Filer

Date

(603) 502-9039

Telephone

e.farley@yahoo.com

E-mail

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 equivalent 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.

PRIME AUTO CENTER

Orlando

OFFICE: (561) 429-4241 (TEL:5614294241) CELL: (443) 415-5854 (TEL:4154155854) CELL: (561) 420-3714 (TEL:4614215714)

1800 SOUTH CONGRESS AVE PALM SPRINGS FL 33408

<https://www.facebook.com/primeautocenterfl>

<https://www.youtube.com/channel/UC22asfz0m0qVQJ1sP6>

HOME CARS FOR SALE SPECIALS FINANCE CONTACT US

Home (97) Inventory (Cars for Sale) / Mercedes-Benz (Cars for Sale) / Make: Mercedes-Benz / GLK (Cars for Sale) / Make: Mercedes-Benz & Model: GLK

2012 MERCEDES-BENZ GLK GLK 350 4MATIC



66 Photos (18)

PRICE: **SOLD** BASE: **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

INCAPTURE
Powered by Formstack

[SEND EMAIL](#)

By clicking "SEND EMAIL", contact will be connected to Captivate.com and the dealer will get 10 visitors to any website (number 1 priority), listing, review, instant lead, customer satisfaction and our response to the car dealer or communication card using an instant or recorded message. The above message constitutes my written consent to receive such communications.

MPN:	16 City / 21 Hwy.	Condition:	Used
Style:	WAD GLK350 4MATIC AMG SUV	Exterior Color:	White
Engine:	3.5L V6	Interior Color:	Black
Transmission:	Automatic 7-Speed	Interior Fabric:	Leather
Fuel:	Gasoline	Stock:	612006
Drivetrain:	AWD	VIN:	Request VIN
DESCRIPTION	OPTIONS		

[APPLY FOR AN AUTO LOAN
\(FINANCER
ID=34041744&SOURCEID=9\)](#)

DEALER INFO

PRIME AUTO CENTER

1800 South Congress Ave
Palm Springs, FL 33408
<https://m2m2s.automx.com/>

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, license and fees.

or 18008226400 ext 202 Congress St 20th floor 200 Congress St Boston MA 02111

1 (617) 429-4241 mobile 511 429-4241

• [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)

1999 - 2020 Powered by CarFenderSelect.com <https://www.carfenderselect.com/>

[PRIVACY STATEMENT](#)

[Terms and Conditions](#)

[Dealer Sign-in](#) <https://www.carfenderselect.com/>



Office of
Clerk of Superior Court
Rockingham County

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

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,

A handwritten signature in black ink, appearing to read "J. M. HAGGAR".
Jennifer M. Haggar, Clerk
/sp
enc

PRIME AUTO CENTER

Channel

FAX: (561) 363-3984

OFFICE: (561) 428-4241 (TEL:5614284241) CELL: (443) 435-5854 (TEL:4434355854) CELL:

(561) 428-3714 (TEL:5614283714)

1800 SOUTH CONGRESS AVE PALM SPRINGS FL 33408

 (<https://www.facebook.com/primeautocenterfl>)

 (<https://www.youtube.com/channel/UCG9Rf3zQsqMqjwqjw>)

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/sharer/sharer.php?u=https%3A%2F%2F>

glk%2F56107463%3bum_source%3dfacebook%26utm_medium%3dsocial_sharer&t=glk%2F56107463%3bum_source%3dutm%26utm_medium%3dsocial_y

2012 MERCEDES-BENZ GLK GLK 350 4MATIC

PRIME AUTO CENTER



AUTO CENTER
Driving Quality Since 1983
561.428.4241
www.primeautocenterfl.com
CARFAX: 1JWGL5BD0BD100000

68 FEETUS (89)

PRICE **SOLD** RELEASE
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.

INQUIRIES
Money Trans.

SEND EMAIL

By clicking "Send Email", I consent to be contacted by CarfaxUSA.com and our dealer selling my vehicle at any telephone number I provide, including, without limitation, calls or messages sent to my telephone or email (text or communication) device using an automatic or pre-recorded message. This information may be used by our service providers to make such 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=3404744830URCEID=3)**

DEALER INFO

PRIME AUTO CENTER

1800 South Congress Ave
Palm Springs, FL 33408
(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.

[Call Dealer](#) [Text Dealer](#) [Email Dealer](#) [Report a Problem](#)

or 1800-322-5000 or 420 Congress St, 203-207-2050 or 1-800-420-4200

or 15611429-4241 (or 15611429-4241)

[Send a Text](#)



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

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

1999 - 2010 Powered by [CarsOnSale.com](#) (<http://www.carsonsale.com>)

[About Us](#)

[Terms and Conditions](#) [Privacy and Security](#)

[Dealer Login](#) (<https://signon.carsonsale.com>)

BILL OF SALE

DATE: 5/08/2020

STOCK #: 812006

BUYER INFORMATION:		SELLER INFORMATION:	
Edward N G Farley 472 Wallis Rd RYE, NH 03870 HOME: CELL: 603-502-9039 WORK: DL/STATE ID #: NHL189664858 STATE: NH EXP. DATE: 4/24/23 D.O.B.: 04/24/64		PRIME AUTO CENTER, LLC 1800 SOUTH CONGRESS AVE PALM SPRINGS, FL 33406 561-429-4241	
		SALESPERSON:	

VEHICLE INFORMATION:			
YEAR: 2012	COLOR 1: COLOR 2:	VIN: WDCGG8HB2CF812006	STOCK: 812006
MAKE: MERCEDES-BENZ	STYLE: 350 4MATIC	CYL: 6	TRANS: AUTO
MODEL: GLK	BODY: 4DR	MILEAGE: 111729	
<input type="checkbox"/> 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. 881), or is a flood vehicle. (Indicate prior users, brands or types)			

TRADE-IN INFORMATION:		SETTLEMENT	
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	
BALANCE OWED: \$ 0.00	GOOD THROUGH:	License Fee: 0.00	
ALLOWANCE: \$ 0.00	QUOTED BY:	Registration Fee: 0.00	
		Transfer Fee: 0.00	
		Temp Tag Fee: 0.00	
		Payoff on Trade-in: N/A	

INSURANCE INFORMATION:			
COMPANY:			
AGENT:			
PHONE:	POLICY #:		
LIEN HOLDER INFORMATION:			
COMPANY:			
STREET:			
CITY, STATE, ZIP:			
REMARKS:			
TOTAL DUE 10,300.00			

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 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 *[Signature]* 5/08/20 *[Signature]* X 5/08/20 *[Signature]*

Accepted by Authorized Representative of Seller Date Buyer Date Co-Buyer Date

FZ-FI-BO3 rev. 05/19 ©2018 Frazier Computing, Inc.

INVOICE

Invoice No. 459577

Bow Auto Parts
1317 RT 3A
Bow, NH 03304



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

Order # 1332417/2
Claim Number
Customer PO#
Customer RO#
Contact EDDY 603-502-9039
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: WDCOG8H37BF681070 Vehicle Color: Unknown Part Comments: SPARE Discount	170.00 -46.00 Sub Total: 125.00 Tax1: 0.00 02/23/21 Payment: Credit Card 4004 125.00 Total: 125.00 Amount Due: 0.00 Tax2: 0.00 Total: 125.00

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 & CLICK ON WARRANTY TAB ON TOP OF HOME PAGE!



Safelite® AutoGlass

WAPELITE AUTOGLASS
129 N. MILITARY TRAIL
WEST PALM BEACH, FL 33415
** SERVICE QUESTIONS **
** CALL 661-683-1221 **

Date & Time: 05/14/20 11:17AM
Proposed Work Completion Date:
Mobile 05/14/20
Actual Time:11:00 Needed by 01:00
#1051074

Customer: **Fred** Home Phone: **551-429-4241**
Organization: **McGALVINES, FRED** Work Phone: **551-429-4241**
Address: **1600 S CONGRESS AVE** Service Phone: **551-429-4241**
City: **MIAMI SPRINGS, FL 33146** Work Order #: **01640 125553**
(95164_125553)

Year 2012	Make MERCEDES BENZ	Model QLK350
License PRIMEAUTO4	Style DOOR UTILITY	Stock/Units
Mileage 1	VIN WDCGG8HB2CF912006	

Purchase Order#

Qty	Part	List Price		Selling Price		Kit	NET
		Part	Price	Part	Price		
1	DISPOSAL FEE				8.99	7.99	8.99
1	FMW3383 CTV02M		422.55		62.99	8.99	8.99
1	WPT F3383		7.44		8.99	8.99	8.99
	FUEL BURCHARGE			8.99	9.99	8.99	8.99

Technician Name: **Technician 10**
Initials: **1840-081**

VEHICLE PRE-INSPECTION

Area:	Dash
Images:	Brittle + Cracked
Notes/Info:	front screen not cr
<hr/>	
Area:	Seats
Images:	
Notes/Info:	
<hr/>	
Area:	Headliner
Images:	Sailed
Notes/Info:	water stains
<hr/>	
Area:	Other Interior
Images:	main screen not activated
Notes/Info:	
<hr/>	
Area:	Windshield: Other Exterior
Images:	
Notes/Info:	
<hr/>	
Area:	Windshield: Coat/Film/Molding
Images:	Brittle
Notes/Info:	side moldings paint peeling chipping

Part Subtotal:	428.88
Net Labor Subtotal:	77.98
Subtotal:	506.97
ales Tax:	35.56
total:	542.53

Inductible: **0.00**

Interest in Paid: **0.00**

卷之三

Flagship Motorcars
 385 Broadway, Rte. 1 North
 Lynnfield, MA 01940
 781-596-9700
www.herbchambers.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 ID#	DRIVER ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.	
				HOURLY RATE	LICENSE NO.
101281	3729 RENAN MARCHET	T861Y	06 Apr. 2021	381451	
EDWARD FARLEY				0.00	
472 WALLIS RD					
RYE, NH 03870-2243					
EMAIL ADDRESS	CELL PHONE	DALES PERIOD			
email@e.farley@yahoo.com/home	603-502-9039				
TEL HOME	TEL BUSINESS/EXT.	COMMENTS: ENG:3.5 Liter 1			

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL
 A CUSTOMER STATES THE HEADLINER IS HANGING DOWN

60 INTERIOR TRIM
 3874 CPM 525.00 525.00

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 1720.00 1720.00

3874 CPM 240.60 240.60 481.60

2 204-240-20-17-64 ENGINE MOUNT 121.90 121.90 121.90

1 221-240-05-18 RUBBER MOUNTING 14.00 14.00 14.00

1 000-990-25-52 NUT 11.90 11.90 23.80

2 129-990-04-10 BOLT AND WASHER ASSY. 641.30 1720.00 0.00 TOTAL LINE B: 2361.30

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
 MBL MOUNT & BALANCE 1 TIRE, SET PRSSURES

3874 CPM 40.00 40.00

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 34.00 34.00

3874 CPM 220.95 74.00 0.00 TOTAL LINE C: 294.95

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. 1	<input type="checkbox"/> OTHER	DESCRIPTION	TOTALS
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD		Labor Amount	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE		Parts	
			Service Charge	
			Tire Repair	
			OSCILLATION CHARGE	
			Total Charges	
			Miss Discount/Stamp	
			AMT Tax	
			PLEASE PAY THIS AMOUNT	

THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS

Customer Signature

Environmental Compliance

Please note that this invoice does not reflect environmental charges. Environmental charges reflect our obligation to federal and state law in addition to our obligation to the environment.

CUSTOMER COPY

Flagship Motorcars
 385 Broadway, Rte. 1 North
 Lynnfield, MA 01940
 781-596-9700
www.herbchambers.com



Our Other Mercedes-Benz Locations:

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

Mercedes-Benz of Boston
 259 McGrath Highway
 Somerville, MA 02145
 617-666-6100

Mercedes-Benz

CUSTOMER NO.	SERVICE ATTENDANT	TAG NO.	INVOICE DATE	INVOICE NO.
101281	3729 RENAN MARCHET	T861Y	06 Apr 2021	381451
	HOURLY RATE	LICENSE NO.	PO NO.	NO. ENDS/END NO.
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	0.00			
	YEAR/MAKE/MODEL	12 MLT GLK350 4MATIC		MILEAGE IN
	VEHICLE IDENTIFICATION NO.	WDCGG8HB2CF812006		MILEAGE OUT
MAIL ADDRESS emaille.farley@yahoo.com home	TELEPHONE	603-502-9039	SALES PERSON	DELIVERY DATE
TEL HOME	TEL BUSINESS FAX			03 Mar 2021
		COMMENTS ENG:3.5 Liter 1		MAN EXP.

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL
 D CHCK SPARE TIRE INFLATOR
 85 ACCESSORIES

3874 CPM
 1 000-503-15-02 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 3874 CPM 0.00 0.00

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	DESCRIPTION	TOTALS
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD		LABOR & MATER	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE		PARTS	
			85.00	
			85.00	
			7.65	
			92.50	
			185.15	
			SUPER SAVINGS	
			MISCELLANEOUS CHARGES	
			TOTAL EXPENSE	
			185.15	
			DISCOUNT/INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS

Customer Signature

Environmental Compliance

Federal and state laws require that hazardous waste (oil, solvents, acids, bases, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our adherence to federal and state law in addition to our commitment to the preservation of the environment.

CUSTOMER COPY

Flagship Motorcars
385 Broadway, Rte. 1 North
Lynnfield, MA 01940
781-596-9700
www.herbchambers.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

INVOICE NO.	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
101281	3729 RENAN MARCHET	T861Y	06 Apr 2021	381451
	HOURLY RATE	PO NO.	COLOR	NO STOCK / STOCK NO
	0.00			
EDWARD FARLEY	VEHICLE MODEL		RELEASED IN	MESSAGE OUT
472 WALLIS RD	12 MLT GLK350 4MATIC		112081	112086
RYE, NH 03870-2243	VIN/VEHICLE IDENTIFICATION NO.		RECOVERY DATE	IN SERVICE DATE
	WDCGG8HB2CF812006		22 Dec 2011	
EMAIL ADDRESS	CELL PHONE	SALE PERSON	PO. DATE	WAV EXP.
email:e.farley@yahoo.com home	603-502-9039		03 Mar 2021	22 Dec 2011
TEL NUMBER	TEL NUMBER	COMMENTS		
		ENG:3.5 Liter 1		

LINE QPCODE 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 78.75 78.75 78.75

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 273.05 273.05 273.05

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 19.50 19.50 19.50

1 204-919-26-20-9051 COVERING 16.45 16.45 16.45

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 108.75 108.75 108.75

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

<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK CK NO. []	<input type="checkbox"/> OTHER	DESCRIPTION	TOTALS
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD		LABOR AMOUNT	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE		PARTS	
			EXCL. TAX	
			SALES TAX	
			DISCOUNT/REFUNDS	
			PLEASE PAY THIS AMOUNT	

THANK YOU FOR CHOOSING FLAGSHIP MOTORCARS

Customer Signature

Environmental Compliance

Federal and state laws require that all hazardous waste (lead, asbestos, asbestos, and I) must be disposed of by a licensed contractor of an environmental waste carrier. Any charges for environmental cleanup reflect our commitment to federal and state law in addition to our commitment to the protection of the environment.

CUSTOMER COPY

Flagship Motorcars
385 Broadway, Rte. 1 North
Lynnfield, MA 01940
781-596-9700
www.herbchambers.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

CHASSIS NO.	SERVICE ADVISOR	TAO NO.	INVOICE DATE	INVOICE NO.
101281	3729 RENAN MARCHET	1861Y	06 Apr 2021	381451
	HOURLY RATE	LINE NO.	ITEM NO.	ITEM STOCK/STOCK NO.
	0.00			
EDWARD FARLEY 472 WALLIS RD RYE, NH 03870-2243	YEAR/MAKE/MODEL	VEHICLE IN	VEHICLE OUT	
	12 MLT GLK350 4MATIC	112081	112086	
	VEHICLE IDENTIFICATION NO.	DELIVERY DATE	UN SERVICE DATE	
	WDCGG8HB2CF812006	22 Dec 2011		
EMAIL: emilie_farley@yahoo.com [home]	CELL PHONE	SALES PERSON	END DATE	END EXP.
TEL: HOME	603-502-9039		03 Mar 2021	22 Dec 2011
	TELE: BUSINESS/EXT	COMMENTS: ENG:3.5 Liter 1		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
Enging 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	
	2 000-423-09-12-67 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						

<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK CK NO. 1	<input type="checkbox"/> PARTS	DESCRIPTION	TOTALS
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> SERVICES	UPFRONT AMOUNT	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE	<input type="checkbox"/> OTHER	PARTS	
			SAS/SL USE	
			SUBLET/RT/RS	
			ASSESSMENT/ADJ/CHG/RCB	
			15% CHARGE	
			LESS DISCOUNT/REFUNDS	
			BALANCE DUE	
			PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Customer Signature:

Environmental Compliance
Flagship Motorcars (the) oil from this vehicle is not hazardous, infectious, etc. It must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our commitment to federal and state laws in addition to our concern for the preservation of the environment.

Flagship Motorcars
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253 North Main Street
Natick, MA 01760
508-665-5350

Mercedes-Benz of Boston
259 McGrath Highway
Saugerville, MA 02455
617-666-4100

Mercedes-Benz

CUSTOMER ID# 101281	SERVICE ADVISOR 3729 BENAN 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.	PO NO.	SALE STOCK IN STOCK NO.
	YEAR/MAKE/MODEL 12_MLT GLK350 4MATIC		MESSAGE IN 112081	MESSAGE OUT 112086
EMAIL ADDRESS emailto:farley@yahoo.com home	PHONE 603-502-9039	SELLER/PETITIONER	PO DATE 103 Mar 2021	NAME/EXP 22 Dec 2011

LINE OP/CODE TECH TYPE HOURS LIST NET TOTAL

00 QUICK SERVICE 0.00 0.00 0.00 0.00

99 CPM 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE O: 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 0.00 0.00

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

45.95

ENVIRONMENTAL COMPLIANCE CHARGE

		DESCRIPTION	TOTALS
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK CK NO. 1	LABOR/HOURLY	\$ 4296.50
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	PARTS	\$ 2949.89
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE	CAR CHARGE	\$ 0.00
		ENR. PAYMENT	\$ 0.00
		ENVIRONMENTAL CHARGE	\$ 45.95
		TOTAL CHARGE	\$ 7292.34
		LIVE DISCOUNTABLE PAYMENT	\$ 0.00
		SAFETY TAX	\$ 184.37
		PLEASE PAY THIS AMOUNT	\$ 7476.71

Environmental Compliance

Please do not litter. Use of hazardous waste (i.e. asbestos, oil, filters, etc.) must be disposed of by a licensed contractor. It is environmentally correct to recycle. Are the fees for environmental compliance reflect our company's concern for the preservation of our environment.

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: XXXXXXXXXX8007 exp XX
/XXXX

Card Type: AMEX

Payment Type: Ingenico-Swipc

Confirmation #: 503119

Dealer Associate: Renan MARCHET

Cashier: Renan MARCHET

Customer Signature

THANK YOU!

Flagship Motorcars

Processed by myKarma eBridge Payments

NORTH ATLANTIC AUTOBODY & REPAIR

58 JAYETTE ROAD
P.O. BOX 731
NORTH HAMPTON, NEW HAMPSHIRE 03862
(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.			ADVISOR	

LINE NO.	REPAIR REPLACE	DESCRIPTION OF DAMAGE	PARTS PRICE	BODY LABOR	FRAME LABOR	PAINT LABOR	MECH. LABOR	PAINT, BODY MATERIALS	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 repairs.

Payments 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 finnholder 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 _____

PARTS PRICE QUANTITY UNITS	\$
BODY LABOR UNITS 2.0	\$
FRAME LABOR UNITS 2.0	\$
PAINT LABOR UNITS 2.0	\$
MECH. LABOR UNITS 2.0	\$
FIN. MATLS.	\$
Body MATLS.	\$
SUBLET	\$
TOWING	\$
ERA Compliance Partnership for Hazardous waste disposal	\$
TAX	\$
TOTAL	\$

0006

NORTH ATLANTIC AUTOBODY & REPAIR

56 LAFAYETTE ROAD

P.O. BOX 751

NORTH HAMPTON, NEW HAMPSHIRE 03862

(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.	ADJUSTER			

LINE NO	REPAIR REPLACES	DESCRIPTION OF DAMAGE	PARTS PRICE	BODY LABOR	FRAME LABOR	PAINT LABOR	MECH. LABOR	PAINT, BODY MATERIALS	SUBLET MATERIALS
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 lessee 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 (Subject to Invoice)	\$ 142.00
BODY LABOR UNITS @ \$	\$ 2.50
FRAME LABOR UNITS @ \$	\$
PAINT LABOR UNITS @ \$	\$ 17.70
MECH. LABOR UNITS @ \$	\$
PAINT MATS	\$ 1.00
Body MATS	\$
SUBLET	\$
TOWING	\$
EPA Compliance Surcharge for Hazardous waste disposal	\$ 0.00
TAX	\$
TOTAL	\$ 1355.50



Automotive Refinements

PAINTLESS DENT REMOVAL • INTERIOR REPAIR • PAINT TOUCH UP

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

PO. # _____

Customer _____

Address: _____

City _____ State _____ Zip _____

Auto • One

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

PO. # _____

Customer _____

Address _____

City _____ State _____ Zip _____

AUTO-ONE

Automotive Refinements

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

PO. # _____
Customer _____
Address _____
City _____ State _____ Zip _____

REPAIR ORDER

Auto One Automotive Refinements

141 Banfield Road, Unit #9
Portsmouth, NH 03801
(603) 319-4376

NAME: Ed Farley

PHONE:

DATE: 02-12-2021

YEAR: 2012

MAKE: Mercedes

MODEL: GLK350

VIN# WDCGGB8H1B2CF812006

DESCRIPTION	PARTS	LABOR
1) RT. front seat damage to bottom covers & mismatched Replace R/F seat - parts by customer	3.00	.8
2) LT. front seat incorrect to vehicle, mismatched back R/F L/F seat & replace complete leanback section parts by customer	6.75	2.4
3) Dash wood grain trim RT. side cracked & delaminated, side vent control broken R/F dash vent & wood trim panel replace vent repair wood grain trim parts by customer	16.50	1.5
4) LT. & RT. front door sill plates delaminated Repair right & left sill plates	7.20	.6
	TOTAL	34.05
	GRAND TOTAL	6.3

REPAIR ORDER

Auto One Automotive Refinements

141 Banfield Road, Unit #9
 Portsmouth, NH 03801
 (603) 319-4376

NAME: Ed Farley

PHONE:

DATE: 02-02-2011

YEAR: 2012

MAKE: Mercedes

MODEL: GLK350

VIN #: WDCBG8HB2CF812006

DESCRIPTION

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

.6

Note: Spare tire has huge hole in it

Heater motor will need further diagnostic work
 to determine problemRear sunroof drains need to be checked, may be
 cause of water problem in cargo areaHeadliner delamination problem due to water leaks
 & needs full replacement

Total labor 7.3 hr

1.0

TOTAL

34.05

620.51

GRAND TOTAL

654.55

654.55

Edward Farley
472 Wallis Rd
Rye, NH 03870
603-502-9039
e.farley@yahoo.com

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,



Edward Farley