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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 770352

MARCELLA JEAN JORDAN
Appellant

v.

NEIL SAUVE AND KOONS FORD, INC.
Appellee

APPENDIX

Gwendolyn Jo M. Carlberg, Esq.
Attorney at Law
117 North Fairfax Street
Alexandria, Virginia 22314

Counsel for Appellant

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GWENDOLYN JO M. CARLBERG, ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

AMENDED MOTION FOR JUDGMENT

COMES NOW the plaintiff, MARCELLA JEAN JORDAN, and moves this Honorable Court for judgment in the amount of Seventy-seven Thousand Nine Hundred Seventy-three and 52/100 Dollars ($77,973.52) together with interest, costs and attorney's fee against the defendants, jointly and severally, NEIL SAUVE and KOONS FORD, INC. As grounds for plaintiff's Motion for Judgment, she respectfully states as follows:

COUNT ONE

1. That the defendant, NEIL SAUVE, prior to and at the time of the sale to plaintiff of one 1973 Ford Pinto automobile, ID No. 3T11X311134, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees, and acting within the scope of his writing, expressly and impliedly, that the said automobile was a new automobile.

2. That the aforesaid representations were false and fraudulent; the automobile was not a new automobile but had been sold previously to one Gloria A. Wise in August, 1973, for an original amount of $2,916.00 and title for the said automobile in the name of Gloria A. Wise had been applied for from the Virginia Division of Motor Vehicles.

3. That the defendant, NEIL SAUVE, at the time of the sale of the aforesaid automobile, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees and acting

within the scope of his employment represented to plaintiff, by acts and statements orally and in writing, expressly and impliedly, that the aforesaid automobile has 201.7 miles and that the said mileage had accumulated due to moving the car from one car lot to another.

4. That the aforesaid representations were false and fraudulent; the automobile had accumulated the 201.7 miles through being driven on the public streets and elsewhere by its previous owner, Gloria A. Wise.

5. That the defendant, NEIL SAUVE, at the time of the sale of the aforesaid automobile to plaintiff, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees and acting within the scope of his employer, represented to plaintiff, by acts and statements orally that the manufacturers sticker price which was not affixed to the car, on the car window where it is normally displayed, because it had come off and that he would find it and mail it to your plaintiff.

6. That the aforesaid representations were false and fraudulent; the sticker price had been removed when it was sold to the previous owner, Gloria A. Wise.

7. That the defendant, NEIL SAUVE, at the time of the sale of the aforesaid automobile to plaintiff, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees and acting within the scope of his employment, orally and in writing on the sales contract, represented to the plaintiff that the aforesaid automobile had power disc brakes.

8. That the aforesaid representations were false and fraudulent; the aforesaid automobile does not, nor did it ever, have power disc brakes.

9. That the defendant, NEIL SAUVE, at the time of the sale of the aforesaid automobile to plaintiff, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees and acting within the scope of his employment, represented to plaintiff that the owners manual was not in the car as it was misplaced while in the showroom.

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10. That the aforesaid representations were false and fraudulent; the owners manual was not in the aforesaid automobile due to having been used and removed by the previous owner, Gloria A. Wise.

11. That the defendant, NEIL SAUVE, at the time of the sale of the aforementioned automobile to plaintiff, acting personally and through his employer, KOONS FORD, INC., and its officers, managers, agents and employees, and acting within the scope of his employment represented to the plaintiff that all of the keys to the automobile were one and the same and identical for all doors, ignition and trunk; and that he was giving to her the original keys made for the aforesaid automobile.

12. That the aforesaid representations were false and fraudulent; the defendant; NEIL SAUVE, gave the plaintiff incorrect keys, did not have all of the keys originally made for the aforesaid automobile and the keys given to plaintiff did not fit the ignition nor the trunk.

13. That the defendant, NEIL SAUVE, at the time of the sale of the aforesaid automobile to plaintiff, acting personally and through his employer, KOONS FORD, INC. and its officers, managers, agents and employees and acting within the scope of his employment induced plaintiff to sign a Virginia Automobile Retail Installment Contract without explaining to her the terms thereof and in particular, the interest rate and the inclusion of a life insurance policy and the premium rates thereof; and that this failure on the part of the defendant, NEIL SAUVE, is contrary to and prohibited by and in violation of the Truth in Lending Act.

14. That said false and fraudulent representations concerning material facts were made with knowledge on the part of the defendant, NEIL SAUVE, acting personally and thorugh his employer, KOONS FORD, INC. and its officers, managers, agents and employees and acting within the scope of his employment, of the falsity of such representations with intent to deceive plaintiff and with deliberate and reckless disregard of the truth and of plaintiff's rights. Plaintiff acted in reliance upon said representations reasonably believing them to be true.

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15. That the defendant, NEIL SAUVE, at the time of the sale of the 1973 Ford Pinto automobile, ID No. 3T11X311134, acting personally and through his employer, KOONS FORD, INC. and its officers, managers, agents, and employees and acting within the scope of his employment, represented to plaintiff by acts and statements, orally and in writing, expressly and implied, certain representations which were false and fraudulent, said statements concerning the sale of the automobile to plaintiff in general, and specifically, with regard to the normal selling price of 1973 Ford Pinto automobiles.

16. That the defendant, NEIL SAUVE, at the time of the sale of the aforesai automobile, acting personally and through his employer, KOONS FORD, INC. and his officers, managers, agents, employees and acting within the scope of his employment, represented to plaintiff by acts and statements orally and in writing, expressly and impliedly, that the sale of the automobile to plaintiff was a good deal and that it was the best bargain in town and that by purchasing the said automobile from KOONS FORD, INC., pursuant to their advertising that she was obtaining the best deal in town.

17. That the aforesaid representations were false and fraudulent; that indeed, the plaintiff paid a price in excess of the prices for other Ford Pinto automobiles of the same make, model, equipment and motor power.

18. That the plaintiff relied on the false and fraudulent representations made by NEIL SAUVE at the time of the sale of the aforesaid automobile, acting personally and through his employer, KOONS FORD, INC. and its officers, managers, agents and employees and acting within the scope of his employmenr.

COUNT TWO

1. That the defendant, KOONS FORD, INC. at all material times referred to herein, was engaged in the business of selling new and used automobiles for profit in Fairfax County, Virginia.

2. That on or about September 1, 1973, the defendant, KOONS FORD, INC. had in its employ one NEIL SAUVE, a co-defendant herein.

3. That the defendant, KOONS FORD, INC., through its agent and employee,

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NEIL SAUVE, made the false and fraudulent misrepresentations contained in Paragraphs 1, 3, 5, 7, 9, 11, 13, 15 and 16 of Count I and which are hereby incorporated by reference hereto as part of Count II pertaining to and including as a defendant, KOONS FORD, INC.

4. That said false and fraudulent representations concerning material facts were made with knowledge on the part of the defendant, KOONS FORD, INC., acting through its officers, managers, agents, and employees, of the falsity of such representations with intent to deceive plaintiff and with deliberate and reckless disregard of the truth and of plaintiff's rights. Plaintiff acte in reliance upon said representations, reasonably believing them to be true.

5. That plaintiff attempted to return the aforesaid automobile and demanded a return of her downpayment from the defendants, NEIL SAUVE and KOONS FORD, INC., upon discovering the discrepancies and false and fraudulent misrepresentatons; but that the defendants, NEIL SAUVE and KOONS FORD, INC. refused to return plaintiff's downpayment and refused to accept the return of the aforesaid automobile.

WHEREFORE, plaintiff demands judgment against the defendants, NEIL SAUVE and KOONS FORD, INC., jointly and severally, for Two Thousand Nine Hundred Seventy-three and 52/100 Dollars ($2,973.52) in compensatory damages and Seventy-five Thousand Dollars ($75,000.00) punitive damages, attorney's fees, Court costs and such other and further relief as may to the Court seem meet and just.

MARCELLA JEAN JORDAN
By Counsel

Gwendolyn Jo M. Carlberg
Counsel for Plaintiff

GWENDOLYN JO M. CARLBERG, ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Amended Motion for Judgment has been mailed, postage prepaid, this _____ day of August, 1976, to Richard E. Dixon, Esquire, 4101 Chain Bridge Road, Fairfax, Virginia 22030, Counsel for Defendants.

_____
Gwendolyn Jo M. Carlberg

ANSWER

COMES NOW the Defendants in the above styled cause and for response to the Amended Motion for Judgment filed herein, states as follows:

1. The Defendant admits the allegations of paragraph 1 of Count One.

2. The Defendant admits that the contract to sell the automobile had been executed with Gloria Wise, but that no money had ever been paid by her and that the transaction was not consummated, and deny all other allegations of paragraph 2 of Count One and ask for strict proof thereof.

3. The Defendants admit that the Defendant Neil Sauve explained that the mileage on the automobile had been accumulated "due to moving the car from one car lot to another", deny that any representations were made as to the number of miles on the car as that was fully known to the Plaintiff by her own observation and ask for strict proof of this and all other allegations of paragraph 3 of Count One.

4. The Defendant admits that some mileage would have been put on the car by Gloria Wise during the several days she had the car prior to returning it, but deny that Gloria Wise was the owner or that she accumulated all of the mileage shown on the odometer and ask for strict proof of these and all other allegations of paragraph 4 of Count One.

5. The Defendants deny the allegations of paragraphs 5, 6, 7, 8, 9 and 10 of Count One and ask for strict proof thereof.

6. The Defendants admit that some adjustment had to be made to the Plaintiff's trunk lock, but deny all other allegations of paragraphs 11 and 12 of Count One and ask for strict proof thereof.

7. The Defendants deny the allegations of paragraphs 13, 14, 15, 16, 17 and 18 of Count One and ask for strict proof thereof.

8. The Defendants deny the allegations of paragraphs 1, 2, 3 and 4 of Count Two and ask for strict proof thereof.

9. The Defendant admits the Plaintiff attempted to return the automobile, but denies she gave as her reasons the "discrepancies and false and fraudulent misrepresentations" which had been developed by her attorney and deny this and all other allegations of paragraph 5 of Count Two.

WHEREFORE, having fully responded to the allegations of the Amended Motion for Judgment the Defendants pray the same be dismissed with reasonable costs expended by them.

/s/ Neil Sauve
NEIL SAUVE
By Counsel

/s/ Koons Ford, Inc.
KOONS FORD, INC.
By Counsel

KELLY, LOUK, LAWSON, SWINBURNE & DIXON

BY R E Dixon
Richard E. Dixon
Counsel for Defendants
4101 Chain Bridge Road
Fairfax, Virginia 22030

CERTIFICATE

I CERTIFY that I mailed a copy of the foregoing ANSWER, postage prepaid, this 25th day of August, 1976, to Gwendolyn Jo M. Carlberg, Counsel for Plaintiff, 117 N. Fairfax Street, Alexandria, Virginia 22314.

R E Dixon
RICHARD E. DIXON

PINTO STANDARD EQUIPMENT

EXTERIOR	2-Door Sedan	3-Door Runabout	Station Wagon
WHEELBASE (inches)	94.2	94.2	94.2
OVERALL LENGTH (inches)	164.5	164.5	173.8
BUMPERS: Energy-absorbing	x	x	x
One-piece stamped steel, chrome-plated, front and rear	x	x	x
Front bumper guards	x	x	x
BODY: Acrylic enamel finish	x	x	x
Body, unitized construction	x	x	x
GRILLE: One-piece, corrosion-resistant, plastic grille	x	x	x
LIGHTS: Headlights, single	x	x	x
Parking/turn signal	x	x	x
Side marker, front and rear	x	x	x
Backup	x	x	x
Rear license plate	x	x	x
Emergency flasher	x	x	x
MIRRORS: Outside, left hand	x	x	x
MOLDING: Bright windshield moldings	x	x	x
Bright rear window moldings	x	x	—
Bright liftgate moldings	—	—	x
ORNAMENTATION: Tri-Color "Pinto" emblem on front fenders	x	x	x
Runabout emblem on "C" pillar	—	x	—
Bright belt moldings	—	—	x
Bright roof rail and "D" pillar moldings	—	—	x
WHEELS: Hub caps, bright metal	x	x	x

INTERIOR			
ARM RESTS: Front and rear	x	x	x
ASH TRAYS: Front	x	x	x
CARPET: Color-keyed—passenger and cargo area	—	x	x
COAT HOOKS: Two	x	x	x
DOOR CHECK: "Hold Open" mechanism feature	x	x	x
DOOR HANDLES: Integral type	x	x	x
DOOR LATCHES: Bear-Hug type	x	x	x
FLOOR MATS: Color-keyed	x	—	—
IGNITION SWITCH: Right-hand of steering column	x	x	x
INSTRUMENT PANEL: Padded instrument panel; two prominent round clusters containing all gauges, speedometer and warning lights; bright accents around pods, heater control bezels and vent registers	x	x	x
LIGHTS: Dome light—driver door operated and integral with headlight switch; color-keyed bezel	x	x	x
Illuminated wiper/washer and climate controls	x	x	x
Emergency Flasher—column mounted switch	x	x	x
GLOVE BOX: Fully enclosed	x	x	x
MINI-CONSOLE: Mounted under instrument panel	x	x	x

INTERIOR	2-Door Sedan	3-Door Runabout	Station Wagon
MIRROR: Inside, windshield mounted	x	x	x
SEATS: High-back bucket, self-locking folding front seat backs	x	x	x
One-piece folding rear seat	—	x	x
Adjustable seat, driver and front passenger	x	x	x
SEAT BELTS: Inboard front seat belt boot	x	x	x
SEAT TRIM: All vinyl	x	x	x
SCUFF PLATES: Bright aluminum	x	x	x
STEERING WHEEL: Deep dish with padded hub and "Pony" emblem	x	x	x
SUN VISOR: Dual safety padded	x	x	x
SUSPENDED PEDALS: Brake, clutch and accelerator	x	x	x
TURN SIGNALS: Lane changing feature	x	x	x

FUNCTIONAL			
ALTERNATOR AND REGULATOR: 38 amp.	x	x	x
BATTERY: 45 amp. hr.	x	x	x
BRAKES: Drum type, self-adjusting; front and rear	x	x	—
Disc type—front, drum type—rear	—	—	x
Parking brake, tunnel mounted	x	x	x
ENGINE: 1600 cc four-cylinder	x	x	—
2000 cc four-cylinder OHC	—	—	x
FUEL TANK: 11 gallon capacity	x	x	x
HEATER/DEFROSTER: Hot water, blend air type with 3-speed blower	x	x	x
KEYS: Reversible design	x	x	x
Single ignition/door lock key system	x	x	x
MUFFLER: Aluminized	x	x	x
PRINTED CIRCUITS: Instrument cluster	x	x	x
HOOD: Single-action with safety catch	x	x	x
TRANSMISSION: Fully synchronized 4-speed manual	x	x	x
STEERING: Rack and pinion type	x	x	x
COOLANT: Two-year	x	x	x
VENTILATION: High level DirectAire system with outboard instrument panel outlets	x	x	x
THIRD DOOR: Lift-up with large glass area and gas cylinder hold-up design	—	x	—
LIFTGATE: Full upswinging with fixed backlite and counter-balanced supports	—	—	x
JACK: Scissors type, car-side	x	x	x
WINDOWS: Rear compartment flipper type	—	—	x
WINDSHIELD WIPERS: Two-speed electric with washers	x	x	x
TIRES: A78x13 BSW	—	—	x
6.00x13 BSW	x	x	—

FORD MOTOR RESERVES THE RIGHT TO CHANGE OPTIONAL OR STANDARD EQUIPMENT WITHOUT NOTIFICATION

TJ. OVERTON 4-6-76

DESCRIPTION

APPEARANCE/PROTECTION EQUIPMENT

Accent Group (Includes vinyl insert body side molding, wheellip moldings, wheel covers; 2-door Sedan and Runabout models also include bright door and quarter window frame, "B" pillar cap, drip and belt moldings.) (Standard with Luxury Decor Group, N.A. with Protection Group, Squire Option or Sports Accent Group. Requires passenger compartment color-keyed carpeting on 2-door sedan at extra cost.)

Deluxe Bumper Group (Includes rear bumper guards, rubber inserts on front and rear bumper guards and rub strips on front and rear bumpers.) (Standard with Protection Group.)

Bumper Guards, Rear (Includes rubber inserts, front and rear.)

Carpeting, Passenger Compartment Color-Keyed (Standard on Runabout and station wagon.) (N.A. with Sports Accent Group or luxury Decor Group. Required at extra cost on 2-door sedan equipped with Accent Group.)

Decor Group, Luxury (See page F-14 for content.) (N.A. with Accent Group, Protection Group, Squire Option or Sports Accent Group.)

Door Edge Guards

Floor Mats with Carpet Inserts (Includes front color-keyed floor mats.)

Molding, Vinyl Insert Body Side (Includes black vinyl insert, brown with Squire Option.) (Standard with Accent Group, Luxury Decor Group, Appearance Protection Group. N.A. with Sports Accent Group.)

Moldings, Rocker Panel (Standard with Luxury Decor Group.) (N.A. with tu-tone lower body side tape/paint option, Sports Accent Group, Squire Option.)

Paint, Metallic Glow (Available in ivy glow, gold glow and blue glow.) [illegible]

Protection Group–Vinyl Insert Body Side Molding (Includes vinyl insert body side molding, rear bumper guards, rubber inserts on front and rear bumper guards, bumper rub strips, spare tire lock.) (N.A. with Accent Group, Luxury Decor Group, Sports Accent Group.)

Roof, Vinyl (Includes bright drip moldings.) (N.A. on station wagon.) [illegible]

Squire Option (Exterior includes: wheel covers, simulated woodgrain on body side and liftgate with exterior script. Interior includes: choice of deluxe or pleated vinyl seat trim, deluxe door trim panels, cut pile carpeting, deluxe two-spoke steering wheel, multi-directional vent registers, front cigar lighter, rear seat ash tray, instrument panel and quarter trim panels with woodgrain appliques, bright parking brake with woodgrain grip and color-keyed boot, woodgrain accents on shift lever, deluxe seat and shoulder belts, cargo light, passenger-side door courtesy light switch.) (Available only on station wagon.) (N.A. with Accent Group, Luxury Decor Group, rocker panel molding.)

Starter Interlock

Tape/Paint, Tu-Tone Lower Body Side (Includes lower back panel periphery molding.) (N.A. on station wagon model or with rocker panel moldings. Models ordered with Luxury Decor Group will have rocker panel moldings deleted. [illegible] on Sports Accent Group, or sedans. [illegible] avocado yellow, white and brown. Sedans only.)

Trim Rings/Hub Caps

Wheel Covers (Standard with Accent Group, Luxury Decor Option, Sports Accent Group and Squire Option.)

AUDIO EQUIPMENT

Radio, AM

Radio, AM/FM Monaural

Radio, AM/FM Stereo (Includes 2 speakers.)

COMFORT/CONVENIENCE EQUIPMENT

[illegible]

Air Conditioner, SelectAire (Includes new center mounted register and 4-speed blower.) (N.A. with 1600 cc IV engine.) (Tinted glass, complete, recommended.)

Convenience Group (Includes inside day/night rearview mirror, outside left-hand remote control color-keyed racing mirror, glove box lock, deluxe seat and shoulder belts.) [illegible]

Electric Rear Window Defroster (Includes tinted glass.) (N.A. on Runabout model equipped with 1600 cc IV engine.)

Glass, Tinted-Backlite (Available only on Runabout.) (Standard with electric rear window defroster.)

Glass, Tinted-Complete (Recommended with air conditioning.)

Luggage Rack (N.A. with manual operated Sunroof.)

Mirrors, Outside Color-Keyed Dual Racing. (Includes left-hand remote control and right-hand manual control mirrors.) (N.A. with special paint.)

Rear Quarter Windows, Flipper (Standard on station wagon model.) (Includes bright door and window frame, "B" pillar cap, roof drip and belt moldings.)

Steering Wheel, Leather Wrapped (Includes deluxe two-spoke steering wheel.)

Sunroof, Manual Operated (N.A. on station wagon or with roof luggage rack.)

ENGINES/TRANSMISSIONS

2000 cc 4-Cylinder 2V 122 CID (Standard on station wagon.) (Requires manual front disc brakes at extra cost.)

Transmission, SelectShift Cruise-O-Matic (Available only with 2000 cc 2V engine.)

TRAILER TOWING/SPECIAL AND HEAVY-DUTY EQUIPMENT

Battery, Heavy-Duty-54 ampere.

Disc Brakes, Manual Front (Standard on station wagon.) (Required at extra cost on models equipped with 2000 cc 2V engine.)

Suspension, Handling (Includes heavy-duty springs, shock absorbers and front stabilizer bar.) (Available only on 2-door sedan and Runabout models with 2000 cc engine.)

Trailer Towing Package (Includes heavy-duty radiator and shroud.) (N.A. on station wagon. Requires 2000 cc engine, manual front disc brakes and Cruise-O-Matic transmission at extra cost.) Note: See trailer towing warranty statement, page ii.

Wheels, Forged Aluminum (N.A. with 6.00 x 13 BSW tires.)

TIRES

A78x13 non-belted BSW

A78x13 non-belted WSW

A70x13 wide oval belted B/WL

13-inch-steel-belted radial ply BSW

13-inch-steel-belted radial ply WSW

FORD MOTOR CO RESERVES THE RIGHT TO CHANGE OPTIONAL OR STANDARD EQUIPMENT WITH OUT NOTIFICATION.

T.J. Overton

MUSTANG

[illegible] E. BROAD STREET
FALLS CHURCH, VIRGINIA 22046
PHONE 534 - 6000

PURCHASER'S NAME Gloria Ann Wise (PRINT OR TYPE) DATE 8-20-1973

PLEASE ENTER MY ORDER FOR ONE ☒ NEW ☐ USED AS FOLLOWS:

MAKE	MODEL	COLOR	TYPE	YEAR
FORD	Pinto			1973
ENGINE NO.	SERIAL NO. 3T11X311194		TO BE DELIVERED ON OR ABOUT ASAP	19

CASH PRICE OF CAR	
2000 Eng.	
Disc Brakes	
A.M. Radio	
A 78 W SW	
BSMDG	
D4X Bump. Stp.	
C10 - Paint	
OK Typ	
Undercoating —	295 30
TOTAL	2,533 00
TAX	50 66
LICENSE 26 00 TRANSFER ✓ TITLE ✓ REGISTRATION FEE ✓	26 00
TOTAL CASH DELIVERED PRICE	2609 66

CREDITS

CASH DEPOSIT SUBMITTED WITH ORDER	400 00 — 400 00
ALLOWANCE FOR USED CAR TRADE-IN, AS APPRAISED N/A	
LESS BALANCE OWING TO —	
CASH TO BE PAID AT TIME OF DELIVERY	

DESCRIPTION OF TRADE-IN

MAKE	MODEL	TYPE	YEAR
	NT		19
ENG. No.	LICENSE No.	AUTO TRANSMISSION No.	
SER. No.	TITLE No.		

TOTAL CREDITS	
BALANCE DUE	2209 66
COST OF INSURANCE	
BALANCE TO BE FINANCED	
COST OF FINANCING	
AMOUNT OF CONTRACT	

ANNUAL PERCENTAGE RATE %

PURCHASER SOCIAL SECURITY # 225-32-7289

MILEAGE NEW CAR

MILEAGE USED CAR

CONTRACT PAYMENTS ____ AT $ ____ ____ AT $ ____

FIRST PAY'T DUE

NAME OF FINANCE CO. FMCC

he front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered ito, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

SALESMAN

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 21 years of age, or older, and hereby acknowledge receipt of a copy of this order.

PPROVED
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

SIGNED: Gloria A. Wise PURCHASER

SUBJECT TO SATISFACTORY CREDIT RATING

ADDRESS 5132 N. 19th Rd.

REDIT APPROVED

RES. PHONE 525-0760 BUS. PHONE 961-1332

00011

AGREEMENT

I agree to pay the balance on the terms specified and accept delivery of Car or Truck within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of Car or Truck when notified, my deposit may be retained as liquidated damages for your expense and efforts in the matter, and you may dispose of the Car or Truck without any liability to me whatsoever.

If an allowance on a used car is involved in this purchase, it is agreed that in the event the used car is delivered to you and this order is thereafter cancelled you will return the used car to me upon receipt of payment for your reasonable charges for storage and for any repairs made by you while in your possession. If the used car has been sold by you before said cancellation you agree to pay me the proceeds of such sale less a selling commission of fifteen per cent (15%) and less any expense incurred by you in storing, conditioning and advertising the said car for sale. If my used car is not delivered to you until I receive the within ordered Car or Truck, it is agreed that the used car will be subject to re-appraisal and that your appraisal at the time of delivery is to be the allowance for my used car.

It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as a deposit on this order shall be held in trust by you until delivery is effected.

It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.

The price quoted is for immediate delivery, but if the price of either Car or Truck, or accessories should be changed by the Manufacturer before Car or Truck has been assigned to me, then this order shall be construed as if the changed price was originally inserted herein or shall be annulled at my option.

It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

There are NO WARRANTIES, express or implied, made by the Selling Dealer or the manufacturer on the new vehicle or chassis described on the front of this order, except the most recent printed Ford Motor Company warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as of here set forth in full. A copy of such Ford Motor Company warranty or warranties will be furnished to the purchaser upon delivery of the vehicle or chassis, and they shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new vehicle, chassis or any part thereof, including any implied WARRANTY of MERCHANTABILITY or FITNESS and of any other obligation on the part of Ford Motor Company or the Selling Dealer.

NO WARRANTIES, express or implied, of MERCHANTABILITY or FITNESS or otherwise, are made by the Selling Dealer or Ford Motor Company with respect to any used vehicle or chassis described on the front of this order except such warranty, if any, as may be expressed completely in writing by the Selling Dealer or Ford Motor Company on this order or separate instrument delivered to the purchaser. The applicability of any such warranty shall be subject to all the terms and conditions therein stated.

AFFIDAVIT TO BE USED WHEN TRADE-IN IS INVOLVED

_____ being duly sworn deposes and says: that _____ resides at _____

_____ and is of legal age and competent to make this contract and that _____ he is the sole true and lawful owner of the used car described in this contract and which _____ is trading (or replacing on sale) in accordance with the terms hereof; that there is no lien, mortgage, unpaid balance on any conditional sales agreement, or other encumbrances of any kind or character, including lien of any judgment or execution, except as follows _____

_____

that this statement and affidavit is made for the purpose of obtaining credit and to guarantee title to the above mentioned used car to be as aforesaid and that all statements made herein are true and correct; and that all of the above statements were made of _____ own free will and accord.

_____

Subscribed and sworn to this _____ day of _____ 19____

Notary Public _____ PLF DEF EXH. # 3 My Commission Expires _____

(Rev. 4-68) DATE 9/27/76

JUDGE _____

ACCOUNT NO.

VIRGINIA AUTOMOBILE RETAIL INSTALMENT CONTRACT

DATE August 20, 1973

Buyer (and Co-Buyer) - Name and Address (Include County)
ria Ann Wise
132 No. 19th Rd., Arlington, Virginia 22207

Seller - Name and Address
Koons Ford, Inc.
1051 East Broad St.
Falls Church, Va.

Buyer (which means the undersigned Buyers and Co-Buyers, jointly and severally) having been quoted both a time sale price and a lesser cash price hereby purchases from Seller on a time price basis, upon the terms and conditions set forth on the face and reverse sides hereof, the following property (hereinafter called the "Property") delivery and acceptance of which in good order hereby are acknowledged by Buyer.

New or Used	Year and Make	Series	Body Style	No. Cyl.	If Truck Ton Capacity	Manufacturer's Serial Number	Use For Which Purchased
1973	Ford Pinto Model # 11 3	dr. Runabout		4 cyl.		Ser.#3T11X311194	[XXX] Personal [ ] Business [ ] Agriculture

INCLUDING: [XXX] Radio [ ] Air Conditioner [ ] Automatic Transmission [ ] Power Steering [XXX] Power Brakes [ ] Power Seats [ ] Power Windows [ ] PA1186

DESCRIPTION OF TRADE IN

(Year and Make) _____ $ None (Gross Allowance)

(Serial Number) _____ $ None (Amount Owing)

OPTIONAL INSURANCE

uyer authorizes Seller to obtain the following insurance coverages:

a) **Automobile Physical Damage Insurance:** Coverages checked below for a term of _____ months (or for such shorter term as the insurer to whom Seller shall apply therefor will provide for the amount included herein) from the date hereof, payable to Buyer or Seller as interests may appear:

[ ] Comprehensive [ ] Fire-Theft & Combined Additional Coverage
[ ] $ ____ Deductible Collision [ ] Towing & Labor Costs ($25.00 Limit)
$ None (a)

b) **Credit Life Insurance** on the life of Gloria Ann Wise (Insured Person)

[ ] Provided under Ford Life Insurance Company's Group Policy No. 2200 in accordance with the "Credit Life Insurance Eligibility" section below.

[ ] Provided by Colonial National Life Insurance in accordance with the separate Application, Notice, Certificate or Policy delivered to Buyer this date.

$ 68.23 (b)

c) **Credit Accident and Health Insurance** provided by _____ in accordance with the separate Application, Notice, Certificate or Policy delivered to Buyer this date ..... $ 110.81 (c)

Other Optional Insurance _____ (Itemize) $ None (d)

Total Cost of Optional Insurance ..... $ 179.04

DETAILS OF TRANSACTION

(1) **Cash Price** $ 2533.00 (1)
Cash Down Payment $ 400.00
Trade In (See Opposite) $ None

(2) **Total Down Payment** $ 400.00 (2)

(3) **Unpaid Balance of Cash Price** (Difference between Items 1 & 2) $ 2133.00 (3)

(4) **Other Charges**
Optional Insurance (See Opposite) $ 179.04
Official Fees $ None
Taxes (Not included in Cash Price) $ 50.66
License, Title & Registration Fees $ 26.00
Total Other Charges $ 255.70 (4)

(5) **Unpaid Balance – Amount Financed** $ 2388.70 (5)

(6) **FINANCE CHARGE** $ 527.30 (6)

(7) **ANNUAL PERCENTAGE RATE** 13.45 % (7)

(8) **Total of Payments** (Sum of Items 5 & 6) $ 2916.00 (8)

(9) **Payment Schedule:** Buyer hereby agrees to pay to Seller the Total of Payments (Item 8 above) in 36 monthly instalments of $ 81.00 each and one final instalment of $ None on the like day of each month commencing October 5, 1973 19__; or if no date is specified, one month after the date of this contract.

(10) **Balloon Payment(s)** $ None on _____; $ None on _____
(Insert amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment) A balloon payment may be refinanced only upon such terms and conditions as the then parties to this contract may agree as of its due date.

Exhibit 5

)TICE TO BUYER: (1) You are not required to obtain the Credit Life d/or Credit Accident and Health Insurance for which a charge is in-ated above and such is not a factor in the Seller's approval of this edit. (2) You have the right to choose the person through whom the utomobile Physical Damage Insurance required under this contract to be obtained. ACKNOWLEDGING the foregoing, BUYER requests d authorizes SELLER to obtain each insurance coverage for which amount is included above.

Buyer Gloria A. Wise Date August 20, 1973

(Cost of Insurance to be included only if signed and dated by Buyer)

No Liability Insurance Included

CREDIT LIFE INSURANCE ELIGIBILITY

Credit life insurance under Ford Life Insurance Company's Group Policy No. 2200 is available only on the life of one natural person who is obligated to make payments under this retail instalment instrument and who is under the age of 66 on the date hereof. Benefits will be limited to a refund of premiums if there is no person eligible for such insurance, or if death results from suicide within one year from the date hereof or from certain pre-existing diseases or conditions within ninety days from the date hereof. For details see Notice of Proposed Group Credit Life Insurance on reverse side of Buyer's Copy.

ie foregoing contract hereby is accepted by the Seller and assigned Ford Motor Credit Company in accordance with the terms of the ssignment set forth on the reverse side hereof.

Koons Ford, Inc.

Seller Koons Ford, Inc.

By _____ Title Business Manager

(11) **Deferred Payment Price** (Sum of Items 1, 4 & 6) $ 3316.00 (11)

(12) **Delinquency Charges:** Buyer hereby agrees to pay a delinquency charge on each instalment in default for more than 10 days in the amount of 5% thereof or $10.00, whichever is less, plus such expenses incurred by Seller in effecting collection hereunder as may be allowed by law.

(13) **Security Interest:** Seller shall have a security interest under the Uniform Commercial Code in the Property (described above) and in the proceeds thereof to secure the payment in cash of the Total of Payments and all other amounts due or to become due hereunder.

(14) **Prepayment Rebate:** Buyer may prepay his obligations under this contract in full at any time prior to maturity of the final instalment hereunder, and, if he does so, shall receive a rebate of the unearned portion of the Finance Charge computed under the sum of the digits method after first deducting an acquisition fee of $35.00. No rebate will be made if the amount thereof is less than $1.00.

(15) **Additional Terms and Conditions:** The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces.

You are entitled to an exact copy of the contract you sign.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs Gloria A. Wise

Gloria Ann Wise

(Co) Buyer Signs

M C C
AR 70 11245

FOR SELLER'S USE ONLY

REVIOUS EDITION MAY NOT BE USED

SELLER'S COPY (NON-TRANSFERABLE)

FALLS CHURCH, VIRGINIA 22046

PHONE 534 - 6000

PURCHASER'S NAME Gloria A. Teal (PRINT OR TYPE) DATE 8-28 19 75

PLEASE ENTER MY ORDER FOR ONE Ford ☑ NEW ☐ USED AS FOLLOWS:

MAKE	MODEL	COLOR	TYPE	YEAR
Ford	10	M. Brown	Pick	19 75

ENGINE	SERIAL No.	TO BE DELIVERED ON OR ABOUT
	3T10X359249	19

CASH PRICE OF CAR	Stock 5955	
Radio CC Eagle		
Guarantee		
Air Bags		
2 M Radio		
1975 13 tires & all tires		
Floormat		
Good		
Carpet		
Dealer Service		
Alex Shafer Ford		
	TOTAL	2974 78
	59.50 TAX	~~59 [illegible]~~
LICENSE TRANSFER TITLE REGISTRATION FEE	25.99	26-00
	TOTAL CASH DELIVERED PRICE	3060 27
CASH DEPOSIT SUBMITTED WITH ORDER		400.00
ALLOWANCE FOR USED CAR TRADE-IN, AS APPRAISED	N/T	
LESS BALANCE OWING TO—		
CASH TO BE PAID AT TIME OF DELIVERY		

DESCRIPTION OF TRADE-IN

MAKE	MODEL	TYPE	YEAR 19

ENG. No.	LICENSE No. N/T	AUTO TRANSMISSION No.
CHR. No.	TITLE No.	

ANNUAL PERCENTAGE RATE %

TOTAL CREDITS	400 00
BALANCE DUE	2660 27
COST OF INSURANCE	160
BALANCE TO BE FINANCED	
COST OF FINANCING	2500
AMOUNT OF CONTRACT	

PURCHASER SOCIAL SECURITY # 228-72-3289

MILEAGE NEW CAR

MILEAGE USED CAR

CONTRACT PAYMENTS 1 AT $ 166.27; 36 AT $

FIRST PAY'T DUE

NAME OF FINANCE CO.

front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

Nuckles / Wooten SALESMAN

ROVED mob

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

SUBJECT TO SATISFACTORY CREDIT RATING

DIT APPROVED:

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 21 years of age, or older, and hereby acknowledge receipt of a copy of this order.

SIGNED Gloria A. Teal PURCHASER

ADDRESS 5132 N. 19th Rd Arlington VA. 22207

RES. PHONE 525-5060 BUS. PHONE 961-1332

AGREEMENT

I agree to pay the balance on the terms specified and accept delivery of Car or Truck within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of Car or Truck when notified, my deposit may be retained as liquidated damages for your expense and efforts in the matter, and you may dispose of the Car or Truck without any liability to me whatsoever.

If an allowance on a used car is involved in this purchase, it is agreed that in the event the used car is delivered to you and this order is thereafter cancelled you will return the used car to me upon receipt of payment for your reasonable charges for storage and for any repairs made by you while in your possession. If the used car has been sold by you before said cancellation you agree to pay me the proceeds of such sale less a selling commission of fifteen per cent (15%) and less any expense incurred by you in storing, conditioning and advertising the said car for sale. If my used car is not delivered to you until I receive the within ordered Car or Truck, it is agreed that the used car will be subject to re-appraisal and that your appraisal at the time of delivery is to be the allowance for my used car.

It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as a deposit on this order shall be held in trust by you until delivery is effected.

It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.

The price quoted is for immediate delivery, but if the price of either Car or Truck, or accessories should be changed by the Manufacturer before Car or Truck has been assigned to me, then this order shall be construed as if the changed price was originally inserted herein or shall be annulled at my option.

It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

There are NO WARRANTIES, express or implied, made by the Selling Dealer or the manufacturer on the new vehicle or chassis described on the front of this order, except the most recent printed Ford Motor Company warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as of here set forth in full. A copy of such Ford Motor Company warranty or warranties will be furnished to the purchaser upon delivery of the vehicle or chassis, and they shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new vehicle, chassis or any part thereof, including any implied WARRANTY of MERCHANTABILITY or FITNESS and of any other obligation on the part of Ford Motor Company or the Selling Dealer.

NO WARRANTIES, express or implied, of MERCHANTABILITY or FITNESS or otherwise, are made by the Selling Dealer or Ford Motor Company with respect to any used vehicle or chassis described on the front of this order except such warranty, if any, as may be expressed completely in writing by the Selling Dealer or Ford Motor Company on this order or separate instrument delivered to the purchaser. The applicability of any such warranty shall be subject to all the terms and conditions therein stated.

AFFIDAVIT TO BE USED WHEN TRADE-IN IS INVOLVED

_____ being duly sworn deposes and says: that _____ resides at _____

_____ and is of legal age and competent to make this contract and that _____ he is the sole true and lawful owner of the used car described in this contract and which _____ is trading (or replacing on sale) in accordance with the terms thereof; that there is no lien, mortgage, unpaid balance on any conditional sales agreement, or other encumbrances of any kind or character, including lien of any judgment or execution, except as follows _____

_____

that this statement and affidavit is made for the purpose of obtaining credit and to guarantee title to the above mentioned used car to be as aforesaid and that all statements made herein are true and correct; and that all of the above statements were made of _____ own free will and accord.

_____

Subscribed and sworn to (PLT-DEF EXH. # 4) day of _____ 19____

Notary Public _____ DATE 9/27/76 My Commission Expires _____

(REV. 4-68) JUDGE _____

00016

COMMONWEALTH OF VIRGINIA

DIVISION OF MOTOR VEHICLES

APPLICATION FOR CERTIFICATE OF TITLE
FOR A MOTOR VEHICLE OR TRAILER

ODOMETER READING AT TIME OF TRANSFER 7

NAME GLORIA A. WISE

STREET 5132 N. 19TH STREET

CITY-STATE ARLINGTON VA COUNTY CITY OF RESIDENCE

Method of payment CASH Vehicle is now subject to the following liens and no other:

1 - Original amount $ 2916.00 Date 08-20-73

Name FORD MOTOR CREDIT CORP.

Address 7115 LEESBURG PIKE FALLS CHURCH, VA. 22043

2 - Original amount $ WITHDRAWN Date

Name

Address

VALID LIEN KINDS
Check one
A S/A Security Agreement
C C/M Conditional Sale
D I/C Inv Cat Trust
E E/T Equipment Trust
L L Lease Agreement
M C/M Chattel Mortgage
R R/T Reserve Title
T Tax/Tax Lien
O Open Open End Lien

New X Used

From whom purchased KOONS FORD, INC.

Dealer's license no. 74 Purchase date 08-20-73

Sale price $ 2533.00 tax $ 50.66 Make or trade name FORD

Body style 2 DR SDN 2 DR SDN 2 DR HT 4 DR HT 2 DR SW 4 DR SW CONV. SPECIFIC CLASS 308

Identification no. 3T11X311134 Model year 1973

Shipping weight 2166 lbs. Empty weight Gross weight

No. of axles 2 Fuel used for motive power X Seating capacity

NOTARIZED BRANDS OF OTHER STATES ACCEPTED BY MOTOR VEHICLES AND CORPORATIONS NOT DOMICILED IN VIRGINIA

The undersigned owner of the described vehicle hereby makes application for a certificate of title to the same and states under the above facts.

Given under my hand this 20 day of AUG 19 73

228-32-7289

PLF DEF EXH. # 5
DATE 9/27/76
JUDGE

00017

AUG 29 73

Sale price $ 2999.00 2% tax $ 59.98 time of transfer

Now received I/We, hereby sell, assign or transfer unto

GLORIA A. WISE

5132 N. 19TH STREET, ARLINGTON VA

City or Town State Zip Code

the Motor Vehicle described on the reverse side of the Application, and I/We hereby warrant the title to said Vehicle and certify that it does or delivers the same is subject to the following liens or encumbrances,

Amount $ 2916.00 Kind of Lien C/S Date 08-20-73

(Conditional Sale Deed of Trust, Chattel Mortgage, Security Agreement)

FORD MOTOR CREDIT CORP. 7115 LEESBURG PIKE

Address

Amount $ Kind of Lien Date

(Conditional Sale Deed of Trust, Chattel Mortgage, Security Agreement)

Address

Note: Not recorded in conditional sales contract, security agreement, reservation of title contract, deed of trust or mortgage. A promissory note is not a valid lien and cannot be recorded on title as such.

20, AUG 73

Date day 19

KOONS FORD, INC.

Signature of dealer

Application for Special Application Form for Home Made Trailers and Semi-Trailers

00018

DRM09 S

1973 2 FORD

3T11X311134

2166 228-32-7289

GLORIA A. WISE

5132 N. 19TH STREET

ARLINGTON VA

ARLINGTON

AUTOMOBILE INSURANCE COVERAGE

I, the undersigned, hereby certify that collision insurance coverage in a deductible amount of $ 100.00 and comprehensive coverage has been or will be secured through _____ Insurance Company

Represented by _____ Agent Phone _____ Effective, 8/29/73 19

On a 19 73 Make FORD Model Pinto #10 Purchased through Koons Ford, Inc

and the Agent _____

and the Agent has been notified to send a copy of said policy to and showing "The F.M.C.C. "as" LOSS PAYEE.
I also agree to furnish continuous insurance coverage until the loan obligation is paid in full.

Date 8/29/73 SIGNED: Gloria A. Hesi
Purchaser - Borrower

Ford Motor Credit Company No. 26773 68-111/560

SIGHT DRAFT

CITY FALLS CHURCH STATE VA DATE 08-28-73 19

SIGHT PAY TO THE ORDER OF KOONS FORD, INC. $ 2873.25

SUM OF TWO THOUSAND EIGHT HUNDRED SEVENTY THREE AND TWENTY FIVE CENTS DOLLARS

Ford Motor Credit Company
FALLS CHURCH, VIRGINIA

KOONS FORD, INC. DEALER

James J. Gernan TITLE
Bus. Mgr.

FIRST VIRGINIA BANK
ARLINGTON, VIRGINIA

E 064516
'0 X289247

⑆0560⑈0111⑆

PREVIOUS EDITIONS MAY BE USED

FMCC JUL 68 7907- JT

PLT DEF EXH. # 6
DATE 9/27/76
JUDGE

FALLS CHURCH, VIRGINIA 22046

PHONE 534 – 6000

PURCHASER'S NAME [illegible] TOM JORDAN (PRINT OR TYPE) DATE SEPT 1 19 72

PLEASE ENTER MY ORDER FOR ONE FORD [X] NEW [ ] USED AS FOLLOWS:

MAKE	MODEL	COLOR	TYPE	YEAR
[illegible]	11	Gold Glow	302 RUNABOUT	19 73
ENGINE No.	SERIAL No. [illegible]		TO BE DELIVERED ON OR ABOUT WAIT	19

CASH PRICE OF CAR		
	# 302 V8 engine	
	# 3 speed Tilting	
	4 Wheel Brakes	
	Radios	
	Undercoating	
	3/Scale Mldg	
	Bumper	
	175x13 whitewall	
	5 Lug Rims	
	Glow Paint	2633 90
1678	Less Spec Disc	183 90
	TOTAL	2450 00
	TAX	49 00
LICENSE TRANSFER TITLE REGISTRATION FEE		21 00
	TOTAL CASH DELIVERED PRICE	2520 00
CASH DEPOSIT SUBMITTED WITH ORDER		1000 00
ALLOWANCE FOR USED CAR TRADE-IN, AS APPRAISED		
LESS BALANCE OWING TO—		
CASH TO BE PAID AT TIME OF DELIVERY		

DESCRIPTION OF TRADE-IN

MAKE	MODEL	TYPE	YEAR 19
ENGINE No.	LICENSE No.	AUTO TRANSMISSION No.	
SERIAL No.	TITLE No.		

ANNUAL PERCENTAGE RATE %

TOTAL CREDITS	1000 00
BALANCE DUE	2525 00
COST OF INSURANCE	
BALANCE TO BE FINANCED	
COST OF FINANCING	
AMOUNT OF CONTRACT	

PURCHASER SOCIAL SECURITY # [illegible] 1620

MILEAGE NEW CAR [illegible]

MILEAGE USED CAR

CONTRACT PAYMENTS ____ AT $ ____ ____ AT $ ____

FIRST PAY'T DUE

NAME OF FINANCE CO. [illegible]

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

SALESMAN [illegible]

APPROVED [illegible]

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

SUBJECT TO SATISFACTORY CREDIT RATING

CREDIT APPROVED

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 21 years of age, or older, and hereby acknowledge receipt of a copy of this order.

SIGNED: [illegible] PURCHASER

ADDRESS 5105 So 10th St Arl VA 22204

RES. PHONE 671-1525 BUS. PHONE 525-0590

00021

AGREEMENT

I agree to pay the balance on the terms specified and accept delivery of Car or Truck within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of Car or Truck when notified, my deposit may be retained as liquidated damages for your expense and efforts in the matter, and you may dispose of the Car or Truck without any liability to me whatsoever.

If an allowance on a used car is involved in this purchase, it is agreed that in the event the used car is delivered to you and this order is thereafter cancelled you will return the used car to me upon receipt of payment for your reasonable charges for storage and for any repairs made by you while in your possession. If the used car has been sold by you before said cancellation you agree to pay me the proceeds of such sale less a selling commission of fifteen per cent (15%) and less any expense incurred by you in storing, conditioning and advertising the said car for sale. If my used car is not delivered to you until I receive the within ordered Car or Truck, it is agreed that the used car will be subject to re-appraisal and that your appraisal at the time of delivery is to be the allowance for my used car.

It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as a deposit on this order shall be held in trust by you until delivery is effected.

It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.

The price quoted is for immediate delivery, but if the price of either Car or Truck, or accessories should be changed by the Manufacturer before Car or Truck has been assigned to me, then this order shall be construed as if the changed price was originally inserted herein or shall be annulled at my option.

It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

There are NO WARRANTIES, express or implied, made by the Selling Dealer or the manufacturer on the new vehicle or chassis described on the front of this order, except the most recent printed Ford Motor Company warranty, or warranties applicable to such new vehicle or chassis which are made a part of this order as of here set forth in full. A copy of such Ford Motor Company warranty or warranties will be furnished to the purchaser upon delivery of the vehicle or chassis, and they shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new vehicle, chassis or any part thereof, including any implied WARRANTY of MERCHANTABILITY or FITNESS and of any other obligation on the part of Ford Motor Company or the Selling Dealer.

NO WARRANTIES, express or implied, of MERCHANTABILITY or FITNESS or otherwise, are made by the Selling Dealer or Ford Motor Company with respect to any used vehicle or chassis described on the front of this order except such warranty, if any, as may be expressed completely in writing by the Selling Dealer or Ford Motor Company on this order or separate instrument delivered to the purchaser. The applicability of any such warranty shall be subject to all the terms and conditions therein stated.

AFFIDAVIT TO BE USED WHEN TRADE-IN IS INVOLVED

_____ being duly sworn deposes and says: that _____ resides at _____

_____ and is of legal age and competent to make this contract and that _____ he is the sole true and lawful owner of the used car described in this contract and which _____ is trading (or replacing on sale) in accordance with the terms thereof; that there is no lien, mortgage, unpaid balance on any conditional sales agreement, or other encumbrances of any kind or character, including lien of any judgment or execution, except as follows _____

_____

that this statement and affidavit is made for the purpose of obtaining credit and to guarantee title to the above mentioned used car to be as aforesaid and that all statements made herein are true and correct; and that all of the above statements were made of _____ own free will and accord.

_____

Subscribed and sworn _____ day of _____ 19____

Notary Public _____ My Commission Expires _____

(REV. 4-68)

PLF-DEF EXH. # 7

DATE 9/27/76

JUDGE

00022

Buyer (which means the undersigned Buyers and Co-Buyers, jointly and severally) having been quoted both a time sale price and a lesser cash price hereby purchases from Seller on a time price basis, upon the terms and conditions set forth on the face and reverse sides hereof, the following property (hereinafter called the "Property") delivery and acceptance of which in good order hereby are acknowledged by Buyer.

New or Used	Year and Make	Series	Body Style	No. Cyl.	If Truck Ton Capacity	Manufacturer's Serial Number	Use For Which Purchased
New	1973 Ford Pinto Model	# 11	3 dr. Runabout	4 cyl.		Ser. #3T11X311134	[X] Personal [ ] Business [ ] Agriculture

INCLUDING: [X] Radio [ ] Air Conditioner [ ] Automatic Transmission [ ] Power Steering [ ] Power Brakes [ ] Power Seats [ ] Power Windows [ ] FA1866

DESCRIPTION OF TRADE IN

_____ (Year and Make) $ n.a. (Gross Allowance)

_____ (Serial Number) $ n.a. (Amount Owing)

OPTIONAL INSURANCE

Buyer authorizes Seller to obtain the following insurance coverages:

(a) **Automobile Physical Damage Insurance:** Coverages checked below for a term of _____ months (or for such shorter term as the insurer to whom Seller shall apply therefor will provide for the amount included herein) from the date hereof, payable to Buyer or Seller as interests may appear:

[ ] Comprehensive [ ] Fire-Theft & Combined Additional Coverage
[ ] $____ Deductible Collision [ ] Towing & Labor Costs ($25.00 Limit)
$ n.a. (a)

(b) **Credit Life Insurance** on the life of Marcella Jean Jordan (Insured Person)

[ ] Provided under Ford Life Insurance Company's Group Policy No. 2200 in accordance with the "Credit Life Insurance Eligibility" section below.

Lincoln National Life Insurance Co. Provided by _____
[ ] in accordance with the separate Application, Notice, Certificate or Policy delivered to Buyer this date.
$ 46.18 (b)

(c) **Credit Accident and Health Insurance** provided by _____ in accordance with the separate Application, Notice, Certificate or Policy delivered to Buyer this date ..... $ n.a. (c)

(d) **Other Optional Insurance** _____ (Itemize) $ n.a. (d)

Total Cost of Optional Insurance ..... $ 46.18

NOTICE TO BUYER: (1) You are not required to obtain the Credit Life and/or Credit Accident and Health Insurance for which a charge is indicated above and such is not a factor in the Seller's approval of this credit. (2) You have the right to choose the person through whom the Automobile Physical Damage Insurance required under this contract is to be obtained. ACKNOWLEDGING the foregoing, BUYER requests and authorizes SELLER to obtain each insurance coverage for which an amount is included above.

Marcella J. Jordan
Buyer _____ Date _____
(Cost of Insurance to be included only if signed and dated by Buyer)

No Liability Insurance Included

CREDIT LIFE INSURANCE ELIGIBILITY

Credit life insurance under Ford Life Insurance Company's Group Policy No. 2200 is available only on the life of one natural person who is obligated to make payments under this retail instalment instrument and who is under the age of 66 on the date hereof. Benefits will be limited to a refund of premiums if there is no person eligible for such insurance, or if death results from suicide within one year from the date hereof or from certain pre-existing diseases or conditions within ninety days from the date hereof. For details see Notice of Proposed Group Credit Life Insurance on reverse side of Buyer's Copy.

The foregoing contract hereby is accepted by the Seller and assigned to Ford Motor Credit Company in accordance with the terms of the Assignment set forth on the reverse side hereof.

Seller Koons Ford, Inc.

Koons Ford, Inc. 00023

DETAILS OF TRANSACTION

(1) **Cash Price** $ 2450.00 (1)
Cash Down Payment $ 1000.00
Trade In (See Opposite) $ n.a.

(2) **Total Down Payment** $ 1000.00 (2)

(3) **Unpaid Balance of Cash Price** (Difference between Items 1 & 2) $ 1450.00 (3)

(4) **Other Charges**
Optional Insurance (See Opposite) $ 46.18
Official Fees $ n.a.
Taxes (Not included in Cash Price) $ 49.00
License, Title & Registration Fees $ 26.00
Total Other Charges $ 121.18 (4)

(5) **Unpaid Balance – Amount Financed** $ 1571.18 (5)

(6) **FINANCE CHARGE** $ 402.34 (6)

(7) **ANNUAL PERCENTAGE RATE** 15.4% (7)

(8) **Total of Payments** (Sum of Items 5 & 6) $ 1973.52 (8)

(9) **Payment Schedule:** Buyer hereby agrees to pay to Seller the Total of Payments (Item 8 above) in 36 monthly instalments of $ 54.82 each and one final instalment of $ n.a. on the like day of each month commencing October 15, 1973 19____, or if no date is specified, one month after the date of this contract.

(10) **Balloon Payment(s)** $ n.a. on _____; $ n.a. on _____
(Insert amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment) A balloon payment may be refinanced only upon such terms and conditions as the then parties to this contract may agree as of its due date.

(11) **Deferred Payment Price** (Sum of Items 1, 4 & 6) $ 2973.52 (11)

(12) **Delinquency Charges:** Buyer hereby agrees to pay a delinquency charge on each instalment in default for more than 10 days in the amount of 5% thereof or $10.00, whichever is less, plus such expenses incurred by Seller in effecting collection hereunder as may be allowed by law.

(13) **Security Interest:** Seller shall have a security interest under the Uniform Commercial Code in the Property (described above) and in the proceeds thereof to secure the payment in cash of the Total of Payments and all other amounts due or to become due hereunder.

(14) **Prepayment Rebate:** Buyer may prepay his obligations under this contract in full at any time prior to maturity of the final instalment hereunder, and, if he does so, shall receive a rebate of the unearned portion of the Finance Charge computed under the sum of the digits method after first deducting an acquisition fee of $35.00. No rebate will be made if the amount thereof is less than $1.00.

(15) **Additional Terms and Conditions:** The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces.
You are entitled to an exact copy of the contract you sign.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Marcella J. Jordan
Buyer Signature Marcella Jean Jordan

Exhibit 8

64614

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

FORT WAYNE, INDIANA

No. CS 2632 Creditor Beneficiary: FMCC

Insured Debtor JORDAN (Last) MARCELLA (First) T (Middle Initial) Age Last Birthday 26

Address 5105 S. 10TH PLACE ARLINGTON VA 22204

COVERAGES	TERM of INSURANCE		INITIAL AMOUNT of INSURANCE	PREMIUM
☑ DECREASING TERM LIFE ☐ LEVEL TERM LIFE	commencing 9-1 1973 and ending 36 months thereafter		$ 1973.52 $	$ 46.18 $

Secondary Beneficiary _____

(Right To Change Secondary Beneficiary Is Reserved By Insured Debtor)

Maximum aggregate term life insurance, all certificates issued to the insured $ [redacted]

Certificate of Insurance

The Company hereby certifies that under and subject to the terms of a Creditor Group Life Insurance Policy issued by the Company to the Creditor, the Debtor is insured for the amount indicated above, with respect to the unpaid balance of his note (or other credit instrument evidencing the indebtedness) to the Creditor Beneficiary, against the contingency of death.

With respect to level term life insurance, the amount of insurance shall at all times be the Initial Amount of Insurance stated above.

With respect to decreasing term life insurance, the amount for which the Debtor's life is insured during the first month commencing on the date specified above, shall be the Initial Amount of Insurance. Thereafter, the amount for which the Debtor's life is insured shall at any time be the product of (a) the number of full months remaining from the date of the Debtor's death to the scheduled termination date of the insurance and (b) the Initial Amount divided by the number of months specified in the above term of insurance.

In no event will the Initial Amount of Insurance on the life of the Debtor, either level or decreasing term, provided under this or other certificates issued in connection with indebtedness of the Debtor to the Creditor exceed the maximum aggregate term life insurance limit specified above. In the event that, through error, the maximum aggregate amount of term life insurance issued on the life of the Debtor exceeds such limit, the sole liability of the Company and the Creditor with respect to such excess shall be to return to the Debtor all charges paid by the Debtor applicable to such excess.

Upon receipt of due proof of the Debtor's death while insured, the Company will pay to the Creditor Beneficiary the amount for which the Debtor's life is insured at the time of his death, to be applied to reduce or extinguish the indebtedness of the Debtor to the Creditor Beneficiary, except that if the amount of insurance exceeds the unpaid indebtedness, such excess shall be paid to the designated Secondary Beneficiary, if any. If the Debtor has failed to designate a Secondary Beneficiary, or if no designated Secondary Beneficiary survives the Debtor, such excess shall be paid to the Debtor's surviving (1) spouse; (2) child or children, equally; (3) parent or parents, equally; and in that order; provided, however, that the Company may, at its option, pay such excess to the duly qualified executor or administrator of the Debtor's estate. Payment by the Company to the Creditor Beneficiary or to the [illegible] shall completely discharge the Company's liability with respect to the amount so paid.

Form 8615-C81-PS

PLF-DEF EXH. # 9
DATE 9/27/76
JUDGE [illegible]

00024

SUICIDE: In the event of death of the Debtor as a result of suicide, while sane or insane, within two years of the initial date of the insurance, the liability of the Company shall be limited to an amount equal to the amount of premium paid with respect to the indebtedness of the Debtor.

The insurance of the Debtor shall automatically terminate immediately upon the earliest of the following dates: (a) the date the Debtor's indebtedness is completely discharged including, but not by way of limitation, refinancing or renewal, (b) the date ownership of the Debtor's indebtedness is transferred to a creditor other than the Creditor named herein, (c) the date of the original maturity of the indebtedness in connection with which the insurance is effected, (d) the date of repossession of the collateral given as security for the indebtedness.

The amount collected by the Creditor from the Debtor for such insurance shall not exceed the premiums charged by the Company for such insurance.

If all or any part of the insurance is terminated prior to its scheduled maturity date, for any reason other than death, the Company shall promptly refund to the Creditor, and the Creditor shall promptly refund to the Debtor the unearned premium. Such unearned premium, in the case of any life insurance on the decreasing term plan, shall be computed by the "Rule of 78" method. In the case of any life insurance on the level term plan, such unearned premium shall be computed by the "pro rata" method. No refund will be made if the amount of unearned primium is less than one dollar.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By Thomas A. Watson
President

1051 E. BROAD STREET
FALLS CHURCH, VIRGINIA 22046
PHONE 534 - 6000

MUSTANG

PURCHASER'S NAME (PRINT OR TYPE): MARCELLA JEAN JORDAN DATE SEPT 1 19 73

PLEASE ENTER MY ORDER FOR ONE FORD [X] NEW [ ] USED AS FOLLOWS:

MAKE	MODEL	COLOR	TYPE	YEAR
PINTO	11	GOLD GLOW	3 DR. RUNABOUT	19 73
ENGINE No.	SERIAL No. 3T11X311134		TO BE DELIVERED ON OR ABOUT WAIT	19

CASH PRICE OF CAR		
2000 cc engine		
3 speed Trans		
P/Disc Brakes		
Radio		
Undercoat		
B/Side Mldg		
Blk Bumpers		
A78x13 w/Tires		
D + H + Prep		
STK# 6678 Glow Paint	2633	98
Less Spare Disc	183	98
TOTAL	2450	00
TAX	49	00
LICENSE TRANSFER TITLE REGISTRATION FEE	26	00
TOTAL CASH DELIVERED PRICE	2525	00

CREDITS		
CASH DEPOSIT SUBMITTED WITH ORDER	1000	00
ALLOWANCE FOR USED CAR TRADE-IN, AS APPRAISED		
LESS BALANCE OWING TO—		
CASH TO BE PAID AT TIME OF DELIVERY		

DESCRIPTION OF TRADE-IN

MAKE	MODEL	TYPE	YEAR 19
ENG. No.	LICENSE No.	AUTO TRANSMISSION No.	
DER. No.	TITLE No.		

ANNUAL PERCENTAGE RATE %

TOTAL CREDITS	1000	00
BALANCE DUE	1525	00
COST OF INSURANCE		
BALANCE TO BE FINANCED		
COST OF FINANCING		
AMOUNT OF CONTRACT		

PURCHASER SOCIAL SECURITY # 223-04-1520

MILEAGE NEW CAR 201.7

MILEAGE USED CAR

CONTRACT PAYMENTS ____ AT $ ____ ____ AT $ ____

FIRST PAY'T DUE

NAME OF FINANCE CO FMCC

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered to, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

SALESMAN

APPROVED

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

SUBJECT TO SATISFACTORY CREDIT RATING

CREDIT APPROVED:

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 21 years of age, or older, and hereby acknowledge receipt of a copy of this order.

SIGNED: Marcella J. Jordan PURCHASER

ADDRESS 5105 So. 10th Pl. Arl. VA 22204

RES. PHONE 671-1525 BUS. PHONE 525-4890

AGREEMENT

I agree to pay the balance on the terms specified and accept delivery of Car or Truck within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of Car or Truck when notified, my deposit may be retained as liquidated damages for your expense and efforts in the matter, and you may dispose of the Car or Truck without any liability to me whatsoever.

If an allowance on a used car is involved in this purchase, it is agreed that in the event the used car is delivered to you and this order is thereafter cancelled you will return the used car to me upon receipt of payment for your reasonable charges for storage and for any repairs made by you while in your possession. If the used car has been sold by you before said cancellation you agree to pay me the proceeds of such sale less a selling commission of fifteen per cent (15%) and less any expense incurred by you in storing, conditioning and advertising the said car for sale. If my used car is not delivered to you until I receive the within ordered Car or Truck, it is agreed that the used car will be subject to re-appraisal and that your appraisal at the time of delivery is to be the allowance for my used car.

It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as a deposit on this order shall be held in trust by you until delivery is effected.

It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.

The price quoted is for immediate delivery, but if the price of either Car or Truck, or accessories should be changed by the Manufacturer before Car or Truck has been assigned to me, then this order shall be construed as if the changed price was originally inserted herein or shall be annulled at my option.

It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

There are NO WARRANTIES, express or implied, made by the Selling Dealer or the manufacturer on the new vehicle or chassis described on the front of this order, except the most recent printed Ford Motor Company warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as of here set forth in full. A copy of such Ford Motor Company warranty or warranties will be furnished to the purchaser upon delivery of the vehicle or chassis, and they shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new vehicle, chassis or any part thereof, including any implied WARRANTY of MERCHANTABILITY or FITNESS and of any other obligation on the part of Ford Motor Company or the Selling Dealer.

NO WARRANTIES, express or implied, of MERCHANTABILITY or FITNESS or otherwise, are made by the Selling Dealer or Ford Motor Company with respect to any used vehicle or chassis described on the front of this order except such warranty, if any, as may be expressed completely in writing by the Selling Dealer or Ford Motor Company on this order or separate instrument delivered to the purchaser. The applicability of any such warranty shall be subject to all the terms and conditions therein stated.

AFFIDAVIT TO BE USED WHEN TRADE-IN IS INVOLVED

_____ being duly sworn deposes and says: that _____ resides at _____

_____ and is of legal age and competent to make this contract and that _____ he is the sole true and lawful owner of the used car described in this contract and which _____ is trading (or replacing on sale) in accordance with the terms hereof; that there is no lien, mortgage, unpaid balance on any conditional sales agreement, or other encumbrances of any kind or character, including lien of any judgment or execution, except as follows _____

_____

that this statement and affidavit is made for the purpose of obtaining credit and to guarantee title to the above mentioned used car to be as foresaid and that all statements made herein are true and correct; and that all of the above statements were made of _____ own free will and accord.

_____

Subscribed and sworn to this _____ day of _____ 19____

Notary Public _____ My Commission Expires _____

(REV. 4-68)

DEF EXH. # 10

DATE 9/27/76

JUDGE

00027

FORD DIVISION OF Ford Marketing Corporation

6678-O

DEALER NO.	VEHICLE IDENTIFICATION NO.
17A 013	3T11X 311134

		SUGGESTED RETAIL PRICE	
PINTO 3 DOOR RUNABOUT	64B	2144	00
INCLUDES AT NO EXTRA COST:			
FRONT BUMPER GUARDS, LOAD AND		NC	
PASSENGER AREA CARPETING		NC	
FOLD-DOWN REAR SEAT		NC	
ALL-VINYL BUCKET SEATS		NC	
GOLD GLOW /6F/			
METALLIC GLOW PAINT		29	12
2000 CC 2V 4 CYLINDER ENGINE		48	53
4-SPEED MANUAL TRANSMISSION		NC	
/5/ A78X13 WSW TIRES		42	03
MANUAL FRONT DISC BRAKES		31	08
DELUXE/BUMPER GROUP		24	00
AM RADIO		59	17
VINYL INSERT BODY SIDE MLDG		30	05
TOTAL OPTIONS		263	98
THIS VEHICLE COVERED BY U.S. ENVIRONMENTAL PROTECTION AGENCY 1973 CERTIFICATE OF CONFORMITY			

Extra Copy

B-156578

604B 6F AFA 5717

6678

RECEIVED
KOONS FORD, INC.
AUG 2 1973

DATE DUE _____
DAYS DELAY _____

D & D: SCHEDULE A (MEMO)-	SCHEDULE B-	96	00
TOTAL FOR VEHICLE		2503	98

6 GALS GAS
FDAF
PREP & CONDITIONING ALLOWANCE
REFUNDABLE TO THE DEALER

1

ENTERED AUG 6 1973

	ACCOUNTING USE ONLY			
*=SUB TOTAL	42 73	1829 73	96	00
47 97	5 24	224 68	00	TOTAL FOR VEHICLE AND DEALER CHARGES

KEY CODES: FE/FA 11 86 FB

FURTHER TERMS ON REVERSE SIDE

DATE SHIPPED AUG 23 PAID

SOLD TO
KOONS FORD INC 17A013
1051 EAST BROAD ST
FALLS CHURCH VA 22044

T.O.	FORM 78	DATE INV. PREPARED			ITEM NUMBER	TRIM	TRANSIT TIME
2	0	07	28	73	17H8255	AFA	03

0206

SHIP TO (IF OTHER THAN ABOVE)
KOONS FORD INC
400 ROOSEVELT BLVD
FALLS CHURCH VA

SHIP THROUGH

AUG 1 1973

00028

FINANCE - AAD419C (REV. 1-73) (PRINTED IN U.S.A.)

INSPECTION CERTIFICATE

ISSUED UNDER THE DIRECTION OF

VIRGINIA STATE POLICE

FORM S.P. 131

D459298

Equipment Inspected	O. K.	Adjust	Install
BRAKES	✓		
HEADLIGHTS	✓		
OTHER LIGHTS	✓		
SIGNAL LIGHTS	✓		
HORN	✓		
STEERING	✓		
MIRROR	✓		
WINDSHIELD	✓		
OTHER GLASS	✓		
WINDSHIELD WIPER	✓		
TAG MOUNTING	✓		
EXHAUST LINE	✓		
TIRES	✓		
SEAT BELTS	✓		
HOOD LATCH	✓		

AUGUST

Date 8-21-73

Lic. No.

Make Pinto

Body Type 3 dr

Year Built 73

Speedometer Reading 00004

Charges $ 3.00

Identification No. 3TTT311134

Eqp. Removed None

Bus. No. 25772

Station Name Kopsi Pro

INSPECTOR

CARRY THIS RECEIPT WITH YOU AT ALL TIMES WHILE OPERATING THIS VEHICLE

THIS STICKER EXPIRES FEBRUARY 28

(Over)

PLF DEF EXH. # 12

DATE 9/27/76

JUDGE

Removed by owner's manual 9/28

GASOLINE OCTANE RATING

All 1973 engines are designed to operate on "regular" gasoline with a research octane rating of at least 91 when the engine is adjusted to factory recommended specifications. At some service stations, gasoline is designated by a symbol with a number in the center. Where this symbol method is used, gasoline used is at a rating of at least #2.

To obtain best performance with these fuels, it is important to have the maintenance services performed at the recommended intervals.

If you plan to drive your vehicle outside the United States or Canada, check into the quality of gasoline available in the area you expect to visit.

OCTANE SYMBOL (some stations)

KEY RECORD

Identification numbers are stamped on the tags which are attached to the keys. Have them available to enable your dealer or locksmith to make duplicates in the event of loss or damage. We suggest you remove these tags and put them in your wallet.

00030

PLF-DEF EXH. # 13 ID
DATE 9/27/76
JUDGE

May 21, 1974

Koons Ford Inc.
1051 E. Broad St.
Falls Church, VA 22046

Gentlemen(?):

On September 1, 1973, I purchased a purportedly "new" 1973 Pinto Runabout from your company. After the sale, I became convinced that I had been victimized and had made a bad deal (see details of events in enclosed Chronology). Because I could obtain no satisfaction from Koons Ford and because of the rude manner of your sales personnel, I contacted a lawyer regarding the entire transaction. It was my lawyer who discovered that the "new" car sold me had in fact been previously owned by a Miss Gloria Wise of Arlington, Virginia.

I herewith charge Koons Ford with fraud in the sale of an automobile, gross and willful misconduct before and after the sale, and using false pretenses to induce a sale. As a consumer, and as a member of the Board of Directors of the Advertising Club of Washington Junior Division, I further charge that your television advertising campaign, "If you don't buy your car from Koons Ford, you'll be getting the second best deal in town," is deceptive. From my experience, if one does buy a car from Koons Ford, that person will be getting the worst deal in town.

As I am sure you are aware, these are most serious charges. Please let me know within one week what you intend to do about this matter, or you will be hearing from me as to what I intend to do about it. You may contact me in writing at the address below or by telephone at 525-4890 (9:00 to 5:00). Do not suggest that I come to your office to discuss this matter, as I intend never again to set foot on your premises.

Most sincerely,

Marcella J. Jordan

(Ms.) Marcella J. Jordan
5105 S. 10th Pl., #203
Arlington, VA 22204

Enclosure

KOONS FORD, Inc.

1051 East Broad Street
FALLS CHURCH, VA. 22046
534-6000

13.45

GLORIA A. WISE

5132 N. 19TH STREET
ARLINGTON VA

G
C

MODEL	NEW OR USED	COLOR	SERIAL NO.
PINTO	NEW	GOLD GLO	3T11X311134

NUCKLES KEY NOS. FA1186

E COVERAGE INCLUDES WARRANTY NO.

NO LIABILITY INSURANCE INCLUDED

GROUP DESCRIPTION PRICE

EQUIPPED:
U/COAT

Car Rtd to Stock
Cust. purchased Stk 5955

TRADE ALLOWANCE $
PAYOFF BALANCE $
PAYOFF TO
P/O CHECK NO. NET TRADE $

USED CAR TRADED

MAKE	MODEL	SERIAL NO.	ENGINE NO.

47195

DATE	INVOICE NO.	STOCK NO.
08-20-73	65974	6678

SOURCE 10 20 SALESMAN NUMBER C8854

PRICE OF CAR	DESCRIPTION	COST	KEY	ACC'T NO.	SALE
	N. CAR-FORD		C	3000	
	TORINO		C	3010	
	PINTO		C	3024	
	MAVERICK		C	3030	
	MUSTANG		C	3040	
	THUNDERBIRD		C	3050	
	FLEET		C	3080	
	PINTO		C		2533.00
			C		
			C		
			C		
			C		
	U. CAR-RETAIL		C	3200	
	WHLSE.		C	3210	
			C		
			C		
	CAR DEAL NO.	63213	I		
	LICENSE AND TITLE			2310	50.66
	LICENSE AND TITLE			2100B	26.00
				TOTAL CASH PRICE	2609.66
	FINANCING LIFE 68.23 A&H 110.81				507.30
	INSURANCE				179.04
				TOTAL TIME PRICE	3316.00
SETTLEMENT	DEPOSIT			1010A	400.00
	CASH ON DELIVERY (CAR ACCTS. REC.)			1010A	
	USED CAR ALLOWANCE				
	PAYMENTS MONTHS 36 DOLLARS 91.00 PER MONTH			10-05-73	2916.00
	FORD MTR CRD CORP				3316.00
				TOTAL	
	PAY OFF BAL. OWING FIN. CO.			2100A	
	FINANCE CONTRACTS			1020	
	RECONDITIONING-USED CAR-RETAIL			4201	
	WHLSE.			4211	
	COST OF SALES-USED CAR-RETAIL			4200	
	WHLSE.			4210	
	VALUE OF TRADE STOCK NO.		I	1230	
			I		

FORD

KOONS FORD, Inc.
1051 E. Broad Street
FALLS CHURCH, VIRGINIA 22046
Phone 534-6000

A 66461

August 30 19 73

68-111
560

PAY 2388 70 DLS

$ 2388.70

TO THE ORDER OF Ford Motor Credit Co.

KOONS FORD, Inc.

FIRST VIRGINIA BANK
FALLS CHURCH, VIRGINIA

NON-NEGOTIABLE

VC-299-SPEC.

KOONS FORD, Inc. • FALLS CHURCH, VIRGINIA 22046

DETACH BEFORE DEPOSITING

REMITTANCE ADVICE

DATE	REF. NO.	AMOUNT	DISCOUNT	NET
	To repurchase contract on Gloria A. Wise			

CHECK NUMBER	CONTROL NUMBER	KEY
A 66461	63213	I

OFFICE USE ONLY
CASH DISBURSEMENTS JOURNAL - SOURCE 60

ACCOUNT	ACC'T. NO.	AMOUNT	KEY
ACCOUNTS PAYABLE	2100 :		+
NOTE PAY. - NEW CAR & TRK.	2000 :		+
CAR CASH	1010 A		+
LIEN PAYOFFS	2100 A		+
CUST. ACCOMMODATION	2310 :		+
ACCTS. RECEIVABLE	1120 :		+
	1020-0	2388.70	+
CASH	1001 :		−
CASH DISCOUNT EARNED	9700 :		−
			−
			−

THE REYNOLDS & REYNOLDS CO., CELINA, OHIO

DETACHED CHECK IS PAYMENT IN FULL OF ACCOUNT SHOWN ABOVE. IF INCORRECT RETURN WITHOUT ALTERATIONS.

© by REYNOLDS & REYNOLDS

TERMS	INT RATE	APR	SALES TAX	S SLSMN NO
36		13.45		

Worksheet

PRICE OF CAR	2533.00	
ACCESSORIES		
OTHER		
OTHER	.00	
TRADE	.00	
TRIM		
NET	2533.00	
WARRANTY		
OTHER		
FEE		
TAX	.00	
TAG	26.00	
REGISTRATION	.00	
TITLE		
TERMINAL		
TITLE		
OTHER	.00	OSTF
TOTAL	26.00	
TOTAL PRICE	2533.00	
SALES TAX	50.66	
DEPOSIT	.00	
TOD	400.00	
AMOUNT TO BE FINANCED	2209.66	
FINANCE CHARGE	168.23	
LIFE	110.81	
A & H	.00	.00 .00
	2388.70	
UPD	527.30	
TOTAL AMOUNT FINANCED	2916.00	
PAYMENTS	36	81.00

DEALER	1ST PAYMENT DUE	LAST	FIRST PAYMENT DUE
2 FORD MTR CRD CORP	10-05-73	08-20-76	

GLORIA A. WISE 5132 N. 19TH STREET

ARLINGTON VA ARLINGTON

00-00-00 525-5060

961-1332

USED					
1	1973	FORD	PINTO	3 DR. RU	3T11X3111341
11	6678				GOLD GLO

FA1186 4 27

GROSS 52 EMPTY WEIGHT

2 2166

53 VEHICLE PURCHASED 1=CAR, 2=TRUCK 1 CODE

55 PURCHASED MILAGE 7

57 BUYERS SOC SEC 228-32-8289

9 00034 5132 N. 19TH STREET

NC0000199 04014

36	APR 15.46	SALES TAX %	5 SLSMN NO

PRICE OF CAR	2450.00	6 ACCT NO	
	.00	COST	
	.00	ACV	
	2450.00	EQUITY	
		SLSMN COMM	
		PROFIT	
	.00		
	26.00		
	.00		
	.00	OSTF	
	26.00		
	2450.00		
	49.00		
	1000.00		
	.00		
	1525.00		
	46.18	RESERVE	COMM
		RESERVE	COMM
	.00	RESERVE .00	COMM .00
	1571.18	INTRST	TOTAL
	402.34		
	1973.52		

FINANCE RES		TOT PROFIT	TOT TIME
36		54.82	

ORD MTR CRD CORP 10-15-73 09-01-76

RCELLA JEAN JORDAN 5105 S. 10TH PLACE

LINGTON VA 22204 ARLINGTON

-00-00

1 1973 FORD PINTO 3 DR. 3T11X311134

11 6678 GOLD GLO

1866 4 27

GROSS 52 EMPTY WEIGHT

2166

00035

Time Noon Date 9/1/73 Dealer Koons Salesman Sacne Initial

→ INSERT INTO MACHINE →

FULL NAME	AGE	DATE OF BIRTH	NUMBER OF DEPENDENTS	PHONE #
MARCELLA JEAN JORDAN	26	6-5-47		671-1525

AGE	MARRIED	SEP	DIV	SINGLE	DRAFT STATUS
	☐	☐	☐	☒	

PRESENT ADDRESS: 5105 So. 10TH PL. #203 ARL. CITY VA 22204 — HOW LONG AT THIS ADDRESS: 7 MOS — HOW LONG IN AREA: 13 YRS

FORMER ADDRESS: 1511 No. 16TH RD #4 CITY ARL STATE VA — HOW LONG THERE: 1 YR

NEAREST RELATIVES NOT LIVING WITH YOU

	NAME	STREET	CITY	STATE	RELATIONSHIP
SELF	MR. RUSSELL D. JORDAN	4009 So. 19TH ST.	ARL.	VA 22204	

EMPLOYER	POSITION OR RANK	HOW LONG	SERIAL NUMBER	PHONE #
ASSOC. FOR THE ADVANCEMENT OF MEDICAL INSTRUMENTATION	MGR. EDITOR	1 1/2		525-4890

BUSINESS ADDRESS: 700 WILSON BLVD #417 ARL, VA — INCOME WEEKLY / MONTHLY / ANNUAL 9200 — NAME OF SUPERVISOR: MR. MIKE MILLER

PREVIOUS EMPLOYER: NATL OFFICE PRODUCTS ASSOC SUITE ARL, VA — HOW LONG: 2 YRS — BANK WITH: CLARENDON BANK + TRUST

WIFE'S EMPLOYER: SEE WILSON BLVD SUITE #1200 — HOW LONG — BRANCH & ADDRESS: ROSSLAND BRANCH, VA

BUSINESS ADDRESS — PHONE # — INCOME WEEKLY / MONTHLY — CHECKING ☒ SAVINGS ☐

OWN	RENT	MONTHLY TRUST OR RENT PAYMENTS	IF OWN YEAR PURCHASED	COST	BALANCE
☐	☒	$ 160.00			

1ST TRUST HOLDER NAME: FEDERAL ENTERPRISE INC. — 2ND TRUST HOLDER NAME: Rental Agent - MR. MANUEL SERRA 333-3905 — 3316 DENT P. N.W.

CURRENT OBLIGATIONS AND PAST TRADE REFERENCES		ORIGINAL DEBT	BALANCE	MONTHLY PAYMT
1	Acct # BJA4 1BTT6 FORD MTR CR. WHEATON, MD	2867	1530.74	79.65
2	NATL BANK OF WASH. 1ST & I ST NW	1000	342	57.45
3	CENTRAL CHARGE		300	18.00

LAST CAR BOUGHT FROM: BILL BOGLEY LINCOLN MERC WISC. AVE BETHESDA, MD — FINANCED BY: FORD MOTOR CR. CO WHEATON MD

NAME OF PRINCIPAL DRIVER: AS ABOVE — AGE: 26 — CUSTOMER'S SIGNATURE: x

MAKE	BODY	MODEL	ENGINE H.P.	YEAR	NEW	DEMO	USED
PINTO	2DR	11	2000cc	1973	☒	☐	☐

AUTOMATIC TRANSMISSION ☐ AIR CONDITIONING ☐ RADIO ☒ HEATER ☒ POWER BRAKES ☒ POWER STEERING ☐

Cash Delivery Price $ 2633.98
Tax & Tags $ 25.00
Discount $ 183.98
Less Equity in Trade-In $
Less Cash Down $ 1000.00

Trade-In Allowance on ____ Year ____ Make $
Pay Off on Trade-In $
Equity in Trade-In $
Approved or Declined By
Time & Date
Dealer Cost $
& Pick-Up Payment of $

Unpaid Balance $ 1525.00 for 36 #of mos.

1157

FORD

KOONS FORD, Inc.
1051 E. Broad Street
FALLS CHURCH, VIRGINIA 22046
Phone 534-6000

A 66901

September 13, 19 73

68-111
560

PAY 1607 49 cts

$ 1607.49

TO THE ORDER OF Virginia Tag and Title Service

KOONS FORD, Inc.

FIRST VIRGINIA BANK
FALLS CHURCH, VIRGINIA

NON-NEGOTIABLE

KOONS FORD, Inc. - FALLS CHURCH, VIRGINIA 22046

DETACH BEFORE DEPOSITING

REMITTANCE ADVICE

DATE	REF. NO.	AMOUNT	DISCOUNT	NET

CHECK NUMBER: A 66901

CONTROL NUMBER: See Attached

OFFICE USE ONLY
CASH DISBURSEMENTS JOURNAL - SOURCE 60

ACCOUNT	ACC'T. NO.	AMOUNT	KEY
ACCOUNTS PAYABLE	2100		
NOTE PAY. - NEW CAR & TRK.	2000		
CAR CASH	1010 A		
LIEN PAYOFFS	2100 A		
CUST. ACCOMMODATION	2310	1607.49	
ACCTS. RECEIVABLE	1120		
See Attached for Contd H's	2310	17832	
CASH	1001		
CASH DISCOUNT EARNED	9700	16.83	

DETACHED CHECK IS PAYMENT IN FULL OF ACCOUNT SHOWN ABOVE. IF INCORRECT RETURN WITHOUT ALTERATIONS.

00037

PLF-DEF EXH. # 20
DATE 9/23/76
JUDGE

September 13, 1[illegible]

collect	Name	Control #		
15.00	Richard D. [illegible]	64773	6280	5[illegible]
110.24	Paul M. [illegible]	64751	10[illegible]05	3B[illegible]
91.51	[illegible]	[illegible]	9459	[illegible]
110.00	Mastoni [illegible]	64761	110.00	3E[illegible]
92.00	Howard S. Fitzgerald	[illegible]	9500	F10
134.42	Frank H. [illegible]	[illegible]	13419	3F
54.50	Monroe M. [illegible]	[illegible]	4500	1[illegible]
114.90	Charles T. [illegible]	[illegible]	[illegible]	[illegible]
85.49	Glenn A. [illegible] - Glenn Wise	[illegible]	8550	51
82.00	Joseph [illegible]	[illegible]	7500	37
66.00	Kathy M. [illegible]	64651	4200	2
47.54	Sandra S. [illegible]	64651	4754	1
82.45	George C. [illegible]	64743	1744	31
101.00	Edward J. [illegible]	64741	9398	31
78.00	[illegible]	[illegible]	7300	F[illegible]
53.00	James C. [illegible]	64710	4758	2
150.00	Anthony E. [illegible]	64734	14455	
76.50	Harold C. [illegible]	64732	7600	F
76.99	Frank E. [illegible]	64751	6204	3
79.90	Jay F. [illegible]	[illegible]	6840	F
1718.32			16749	

66701

Total

00038

NC0066163	64516	08-28-73	NUCKLES/WOOTEN

TERMS	INT RATE	APR	SALES TAX %	5 SLSMN NO
36		13.63		

PRICE OF CAR	2974.78		6 ACCT NO
ACCESSORIES			
OTHER CHARGES			COST
DISCOUNT	.00		
TRADE ALLOW	.00		ACV
LEIN		EQUITY	
SETTLEMENT	2974.78		SLSMN COMM
WARRANTY		PROFIT	
OTHER TAXABLE			
CERT OF TITLE			
TRANSFER	.00		
LICENSE	25.99		
RECORDING FEE	.00		
TITLE LEIN RECORDING			
TERMINATION FEE			
TITLE & TAG SERV			
OTHER NON TAXABLE	.00	OSTF	
NON TAXABLE	25.99		
TOTAL TAXABLE	2974.78		
SALES TAX	59.50		
DEPOSIT	400.00		
COD	.00		
AMOUNT TO BE FINANCED	2660.27		
VEHICLE INSURANCE		RESERVE	COMM
LIFE INSURANCE	212.98	RESERVE	COMM
A & H INSURANCE		RESERVE	COMM
PICKUP FEE	160.00	INTRST .00	TOTAL 160.27
SUB-TOTAL	2712.98		
FINANCE CHARGE	595.42		
TOTAL AMOUNT FINANCED	3308.40		

FINANCE RES %	FINANCE RES	TOT PROFIT	TOT COMM

NO OF PAYMENTS 36 MONTHLY PAYMENT 91.90

FINANCER	1ST PAYMENT DUE	PL-PD EXP	PICKUP FEE DUE
FORD MTR CRD CORP	10-12-73	08-28-76	09-28-73

CUSTOMER INFORMATION

BUYER	8 CO-BUYER	9 STREET
GLORIA A. WISE		5132 N. 19TH RD

CITY	11 STATE	12 ZIP	13 COUNTY	14 BUYER'S AGE
ARLINGTON	VA.	22207	ARLINGTON	

BUYER'S BIRTH DATE	15 CO-BUYER'S AGE	17 CO-BUYER'S BIRTH DATE	18 TELE NO
00-00-00			525-5060

TELE NO	20 BUYER'S SOUNDEX	21 CO-BUYER'S SOUNDEX

VEHICLE INFORMATION

NEW USED	23 YEAR	24 MAKE	25 MODEL	26 BODY	27 SERIAL NO
1	1973	FORD	PINTO	2DR. SDN.	3T10X289247

STOCK NO	29 SERIAL NO	30 TITLE	31 LIC NO	32 STICKER NO	33 COLOR
10	5955				BROWN

STOCK	35 COMP KEY	36 CYL	37 HOUSEHOLD / BUSINESS / AGRICULTURE	OPTIONS
FA0723	FB1074	4		27

GROSS 40 BRAKE HORSEPOWER 41 TONS 52 EMPTY WEIGHT 2128

3 VEHICLE PURCHASED 1=CAR, 2=TRUCK 1 CODE

PURCHASED MILAGE 7

PLEADER EXH. # 21

00039

VEHICLE SERVICES ADMINISTRATOR
C. SKELTON
FIELD SERVICES ADMINISTRATOR

R. E. SPRING
DRIVER SERVICES ADMINISTRATOR
R. P. VAN BUREN
MANAGEMENT OPERATIONS ADMINISTRATOR

COMMONWEALTH of VIRGINIA

Division of Motor Vehicles
2220 West Broad Street

MAIL ADDRESS
P. O. BOX 27412
RICHMOND, VIRGINIA 23269

April 12, 1976

Richard E. Dixon
4101 Chain Bridge Road
Fairfax, Virginia 22030

Dear Sir:

Pursuant to our phone conversation of April 9, 1976, in referance to your letters of February 2, 1976, March 22, 1976 and March 29, 1976, concerning a 1973 Ford, identification number 3T11X311134.

An extensive search has been made of our records concerning the titles of Gloria A. Wise and Marcella J. Jordan. We are unable to locate the title in the name of Gloria A. Wise. The only active record we have is in the name of Marcella J. Jordan.

On March 31, 1976, we contacted Koons Ford Incorporated and Ford Motor Credit Corporation. According to Koons Ford records a refund was made to Gloria A. Wise. Ford Motor Credit Corporation stated that they had in their possession only one title belonging to Marcella J. Jordan, and had never received a title in the name of Gloria A. Wise. Since the Jordan title appear in the records as the last title issued it is our assumption that this title should be the valid and outstanding certificate. Due to the destruction of our 1973 correspondence we are unable to determine whether there had been correspondence concerning these titles.

We hope that the above information will be of assistance to you. If we can be of any further help, please feel free to contact us.

Yours very truly,

C. H. Bradbery

C. H. Bradbery, Manager
Vehicle Dealer and Records Department
(804) 786-5061

par
enclosure

PLF/DEF. EXH. # [illegible]
DATE 4/28/76
JUDGE [illegible]

6678

Manufacturer's (or Importer's) and Distributor's Statement of Origin to a Motor Vehicle

The undersigned Corporation, Ford Motor Company, hereby certifies that the new motor vehicle described below, manufactured or imported by and the property of said Corporation has been transferred to the undersigned Corporation, Ford Marketing Corporation, as Distributor, and said Distributor hereby certifies that said motor vehicle has been transferred by it

28TH JULY 19 73 311134 2

to (Distributor, Dealer, Etc.)

KOONS FORD INC

whose address is (Street, City and State)

1051 EAST BROAD ST

FALLS CHURCH VA 22044

Trade Name	Series or Model	Year
FORD	11	1973

Body Type	No. Cyl.
PINTO 3 DOOR RUNABOUT	4

Manufacturer's Motor Vehicle Identification No.

3T11X311134

H. P. (SAE)	Shipping Weight
20.50	2166

If Truck or Commercial Vehicle, Give Capacity (To be given in terms as required by the State)

The Corporation further certifies that its said transfer was the first transfer by it of such new motor vehicle in ordinary trade and commerce.

By _____ Ford Marketing Corporation Secretary — Dearborn, Michigan (City, State)

By _____ Ford Motor Company Secretary — Dearborn, Michigan (City, State)

Finance Aug 71 76 (Previous editions may not be used)

Printed in U.S.A.

00041

FIRST ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____

Address _____

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated _____ 19____, at _____, _____

Transferor (Firm Name) _____ By: _____

Dealer License (Permit) No. _____ Sign Here _____ Position

Before me personally appeared _____ who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

_____ Notary Seal Notary Public for _____ County, State of _____

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____

Address _____

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated _____ 19____, at _____, _____

Transferor (Firm Name) _____ By: _____

Dealer License (Permit) No. _____ Sign Here _____ Position

Before me personally appeared _____ who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

_____ Notary Seal Notary Public for _____ County, State of _____

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____

Address _____

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated _____ 19____, at _____, _____

Transferor (Firm Name) _____ By: _____

Dealer License (Permit) No. _____ Sign Here _____ Position

Before me personally appeared _____ who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

_____ Notary Seal Notary Public for _____ County, State of _____

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

MARCELLA JEAN JORDAN

Plaintiff

v. At Law No. 34321

NEIL SAUVE, et al

Defendants

STATEMENT OF FACTS

The parties file the following written Statement of Facts, testimony of witnesses and incidents at trial, to become a part of the record pursuant to Rule 5:9(c) of the Rules of the Supreme Court of Virginia, to-wit:

1. Marcella Jean Jordan, plaintiff herein, on September 1, 1973, purchased a 1973 Ford Pinto, three-door runabout automobile, ID No. 3T11X311134, from Koons Ford, Inc., Falls Church, Virginia.

2. Ms. Jordan went to Koons Ford, Inc., pursuant to their television advertising and after telephoning about a sale and talking to a salesman by the name of Neil Sauve.

3. The salesman who represented Koons Ford. Inc., in the sale of the car to Ms. Jordan, was Neil Sauve, one of the defendants herein.

4. Ms. Jordan went to Koons Ford, Inc., that day with her mother, Clara Jordan.

5. Ms. Jordan went to Koons Ford, Inc., to specifically purchase a new Ford Pinto runabout.

6. Ms. Jordan found a car she liked (and ultimately purchased) on the showroom floor of Koons Ford, Inc. It is the automobile described in No. 1 herein.

7. Ms. Jordan and her mother noticed that there were 201 miles registered on the odometer.

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8. They inquired as to why the mileage was so high. Neil Sauve, the salesman, informed them that it could come from moving the car from lot to lot or exchange from another dealer. Mr. Sauve testified further that he gave that explanation because it happens as some dealers are located long distances away. He said he had seen it done before.

9. Testimony of John Morris, Vice President and Treasurer of Koons Ford, Inc., was that the lots of Koons Ford, Inc., were within one mile of the dealership where the car was purchased.

10. There was no sticker price affixed to the window of the said automobile.

11. Ms. Jordan and Mrs. Clara Jordan were told by Neil Sauve that the sticker price must have fallen off.

12. The total contract price was $2,633.98, but the sales price after discount of $183.98 as shown on the contract, was $2,450.00. This was also the sales price shown on the title application to the Division of Motor Vehicles.

13. The sticker price which the manufacturer had stated on the sticker price affixed to the window when the first purchaser, Gloria A. Wise, purchased the automobile was $2,503.98.

14. The same automobile was purchased by one Gloria A. Wise on August 20, 1973, for the sales price of $2,533.00.

15. Defendants did not inform plaintiff about the Wise contract. Defendants represented to plaintiff that the car was new.

16. Defendant Neil Sauve charged plaintiff for dealer handling and preparation.

17. Defendant Neil Sauve charged plaintiff $30.00 for undercoating, which was included in the total contract price.

18. The Gloria Wise contract indicated undercoating and the Jordan contract did not.

19. Plaintiff testified that defendants represented to plaintiff that she was receiving a close-out discount of $183.98.

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20. The first purchaser, Gloria Wise, had never driven a stick shift car prior to purchasing the car in question. In order for her to drive the car off the lot and home, a salesman of Koons Ford, Inc. gave her a driving lesson.

21. Plaintiff's previous car had had power disc brakes.

22. Plaintiff testified that defendant Neil Sauve represented to plaintiff that the car had power disc brakes and wrote power disc brakes on the sales ticket of plaintiff. The defendant Sauve denied that he represented that the car had power disc brakes. He admitted that he did write P/disc brakes on the sales contract.

23. Defendant Neil Sauve changed the "P" to an "F" on the original sales ticket after the car was purchased by plaintiff.

24. Testimony of defendant Neil Sauve was that the "F" represented "front".

25. Defendant Neil Sauve admitted that he changed the original ticket.

26. Defendant Neil Sauve testified that he listed options on invoice; that in error, he put P/disc brakes when it should have been otherwise; that 1973 Pintos did not have power brakes; that he recalled telling plaintiff on one occasion that it did not have power brakes; that he told plaintiff the car did not have power disc brakes before the order; that he put it on order in error; that "P" was changed when plaintiff came in to get window price sticker; that plaintiff claimed she was charged for power brakes and did not get them; that he told her she did not pay for them as it was a mistake.

27. In addition to indicating power brakes equipment on sales ticket, defendant Neil Sauve, on the finance application sheet of plaintiff, marked that the car had power disc brakes.

28. Defendant admitted that the car had been previously under contract to Gloria A. Wise.

29. After plaintiff purchased the car, she discovered that it had no

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owners manual, but she was furnished a manual within several days after purchase.

30. At the time it was sold to plaintiff, the car did not have the correct keys. She brought the car to Koons Ford and that was corrected.

31. The locks on the car had to be changed by Koons Ford to match the keys which defendant, Neil Sauve, had given to plaintiff when she purchased the car.

32. Plaintiff testified that she attempted to return the car to Koons Ford, Inc., and receive a refund of her deposit on Tuesday, September 4, the first day of business after its purchase on September 1, 1973. Defendant Sauve testified that he did not recall plaintiff ever mentioning to him about returning the car.

33. The first purchaser, Gloria A. Wise, bought the car on August 20, 1973, and returned it on August 30, 1973.

34. Gloria A. Wise bought another car on August 30, 1973, from Koons Ford, Inc., which contract was later cancelled or voided. Defendants went over and picked it up. Gloria Wise testified that she did not pay anything for either car.

35. Gloria A. Wise testified that she never received a title for the car in question, but that she had received a registration card from DMV.

36. Plaintiff learned of the first purchaser, Gloria A. Wise, by receiving a copy of the title application of Ms. Wise.

37. Plaintiff testified that she requested bank financing of the car.

38. Plaintiff and her mother testified that defendant Neil Sauve told plaintiff that it was not necessary for plaintiff to go to her bank to obtain financing as Koons Ford, Inc., had banks through which plaintiff could obtain financing. Defendant Sauve testified that he took plaintiff to the finance office for closing of deal.

39. Defendants processed the financing of her car through Ford Motor Credit Corporation at 15.46% annual percentage rate. Plaintiff signed Virginia Automobile Retail Installment Contract (Plaintiff's Exhibit 3).

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40. A bank official, Mr. Olmstead, from plaintiff's bank of Clarendon Bank and Trust, Arlington, Virginia, testified at that time of the purchase of the car on September 1, 1973, the interest to plaintiff if she had obtained financing through her bank would have been approximately 8 3/4%.

41. Plaintiff testified that she did not read the installment contract before signing same and after reading the installment contract, she discovered that the financing of her car was through Ford Motor Credit Corporation instead of a bank. She called Clarendon Bank and Trust and was informed that to now obtain financing, the percentage of interest would be close to 15 3/4% due to the prepayment penalty required by Ford Motor Credit Corporation under the financing agreement.

42. In the financing agreement, the defendants also included life insurance at a cost to plaintiff of $46.18. Plaintiff testified that she did not request life insurance.

43. At the time the car was sold to plaintiff by defendant Neil Sauve, he had had sixteen years experience as a car salesman.

44. John Morris, Vice President and Treasurer of Koons Ford, Inc. testified that if the deal does not go through, the procedure is reversed. The control card goes back to index file for use by the salesman. If the card is back in the index file, the only way a salesman would know that a car was not new is if he personally knew it to be a used car. Defendant testified that he had knowledge that the car had been previously sold after the suit was filed.

45. John Morris testified at the trial and stated in his deposition that Koons Ford Inc. would do all it could to sell a car.

46. Neil Sauve admitted that he made a commission on the sale of the car to plaintiff and that the higher the price of the car, the higher his commission would be.

47. Neil Sauve admitted that he did not verify with his sales manager as to whether the car was new or not and the reason for the large number of miles on the car, the equipment which was on the car or what was the

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sticker price of the car.

48. Neil Sauve testified that if he had known that the car had been driven on the road to the extent that it was driven by Miss Wise, he still would have sold it to plainitff as a new car. Neil Sauve further testified that if he had known how the mileage was accumulated, he would have told plaintiff.

49. John Morris, Vice President and Treasurer of Koons Ford, Inc., testified that if he had known that the car had been driven on the road to the extent that it was driven by Miss Wise, he still would have sold it as a new car.

50. John Morris testified that the corporation records reflect that a title application to the title to the car in the name of Gloria A. Wise had been made by Koons Ford, Inc., to the Division of Motor Vehicles of Virginia.

51. At the conclusion of plaintiff's case, defendants made a motion to strike with regard to compensatory damages and punitive damages.

52. Plaintiff made argument against defendants' motion to strike plaintiff's compensatory damages and punitive damages.

53. Further, secondly, the Judge ruled against defendants' motion to strike compensatory damages and the question of compensatory damages was submitted to the jury.

54. Before defendants had put on their case, the next day, plaintiff renewed her motion to overrule defendants' motion to strike plaintiff's damages.

55. After argument, the Court sustained the motion to strike plaintiff's punitive damages.

56. The jury returned a verdict of the plaintiff for compensatory damages in the amount of $430.00.

Respectfully submitted

Gwendolyn Jo M. Carlberg
Counsel for Plaintiff

GWENDOLYN JO M. CARLBERG, ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

SEEN AND AGREED

_____
Richard E. Dixon
Counsel for Defendants

I hereby certify that the above is a correct statement of facts.

_____
Circuit Court Judge

Dated: _____

GWENDOLYN JO M. CARLBERG, ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

V I R G I N I A:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

MARCELLA JEAN JORDAN	:	
Plaintiff,	:	
v.	:	AT LAW NO. 34321
NEIL SAUVE, et al	:	
Defendants.	:	

ORDER OF JUDGMENT

THIS CAUSE came on to be heard on the Renewed Motion for Judgment, the responsive pleadings thereto and upon testimony, evidence and argument of counsel taken in open Court; and

IT APPEARING TO THE COURT that this matter was tried on September 27, and September 28, 1976. The jury was inpanelled, opening arguments were heard and the evidence of the Plaintiff was presented, including documentary evidence and the testimony of witnesses. At that time Defendants moved to strike the evidence of the Plaintiff on the grounds that fraud had not been shown by the evidence and on the grounds that no evidence existed which would justify the Plaintiff's claim to punitive damages. After argument of counsel, the Court sustained the motion to strike the claim for punitive damages, but denied the motion as to the fraud, at which time evidence was presented by the Defendants, including documentary evidence and the testimony of witnesses; and

IT APPEARING TO THE COURT that after the Defendants rested their case, no rebuttal evidence was presented by the Plaintiff, at which time the instructions were argued by counsel, ruled on by the Court, and given to the jury. Counsel for Plaintiff and the Defendants then presented closing arguments; and

IT APPEARING TO THE COURT that the jury returned a verdict in favor of the Plaintiff against the Defendants, said verdict reciting: "We the jury on the issue join in the case of Marcella Jean Jordan, Plaintiff v. Neil Sauve and Koons Ford, Defendants, find in favor of the Plaintiff and fix her compensatory damages in the amount of $430.00"; and

IT FURTHER APPEARING TO THE COURT that Plaintiff takes exception to the granting of the motion to strike the claim for punitive damages, and the Defendants take exception to the finding of the jury for compensatory damages.

WHEREFORE, IT IS ADJUDGED AND ORDERED that judgment be and hereby is granted to the Plaintiff against the Defendants in the amount of FOUR HUNDRED THIRTY DOLLARS ($430.00), together with interest from September 28, 1976, and her costs.

AND THIS CAUSE IS FINAL.

ENTERED this 23 day of ~~October~~ November, 1976.

JUDGE

EXCEPTED TO AS TO THE AWARD OF COMPENSATORY DAMAGES:

KELLY, LOUK, LAWSON, SWINBURNE & DIXON

BY

Richard E. Dixon
Counsel for Defendants
4101 Chain Bridge Road
Fairfax, Virginia 22030

Excepted to as the Court's refusal to allow the Issue of Punitive Damages to go to the jury.

11/19/76 *

Gwendolyn Jo M. Carlberg
Counsel for Plaintiff
117 North Fairfax Street
Alexandria, Virginia 22314

A COPY ... CLERK
By ... Deputy Clerk

IV. ERRORS ASSIGNED:

1. The trial court erred in striking plaintiff's claim for punitive damages at the close of plaintiff's case.

2. The trial court erred in not submitting the claim for punitive damages to the jury.

V. QUESTIONS INVOLVED:

1. Where substantial evidence of fraudulent conduct on the part of defendants was established, did the court err in striking plaintiff's claim for punitive damages at the close of plaintiff's case?

2. Is the question of whether defendants' fraudulent conduct was such to merit an award of punitive damages a question of law for the judge or a question of fact for the jury?

3. Did the court abuse its discretion in striking the claim for punitive damages first, and then subsequently ruling to submit the issue of fraud and claim for compensatory damages to the jury?

4. By what criteria may a judge strike a claim for punitive damages?

5. What is the proper role of judge and jury in a claim for punitive damages?

VI. STATEMENT OF FACTS:

Marcella Jean Jordan, along with her mother, went to Koons Ford, Inc., of Falls Church, Virginia on September 1, 1973 and there found and purchased a 1973 Ford Pinto, three-door runabout automobile. Discovering that there were 201 miles registered on