

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**DONALD LOUGHRAN and LINDA  
LOUGHRAN, Individually and as  
Next Friend to M.L., A Minor  
vs.**

**KIA MOTORS AMERICA, INC. and  
KIA MOTORS CORPORATION**

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CIVIL ACTION NO. 3:17-CV-1632

**NOTICE OF INTENTION  
TO TAKE DEPOSITION BY WRITTEN QUESTIONS**

TO: ALL PARTIES BY AND THROUGH THEIR ATTORNEY(S) OF RECORD AS PROVIDED IN THE ATTACHED SERVICE LIST.

You will take notice that fourteen (14) days after the service hereof, with attached questions, a deposition by written questions will be asked of the custodian of records for:

**COMPLETE AUTO GROUP-(Client Record Scope)  
14832 VENTURE DRIVE, FARMERS BRANCH, TX 75234**

Such questions to be answered on or before **09/12/2017**, before a Notary Public at the instance of:

**Written Deposition Service, LLC  
1750 Valley View Lane Suite 210  
Dallas, Texas 75234**

The deposition with attached questions may be used in evidence upon the trial of the above-styled and numbered cause pending in the above named court. Notice is further given that request is hereby made as authorized under Rules 31 & 45, Federal Rules of Civil Procedure, to the officer taking this deposition to issue a Subpoena Duces Tecum and cause it to be served on the witness to produce any and all records as described on the attached questions and/or Exhibit(s) and any other such record in the possession, custody or control of the said witness, and every such record to which the witness may have access, and to turn all such records over to the officer authorized to take this deposition so that photographic reproductions of the same may be made and attached to said deposition.

LOUGHRAN000021

Respectfully Submitted,



Cary A. Slobin

SBA #: 00797445

Bowman and Brooke LLP

5830 Granite Pkwy., Suite 1000

Plano, TX 75024

972-616-1700; Fax 972-616-1701

cary.slobin@bowmanandbrooke.com

Attorney for: Defendant Kia Motors America, Inc. and Kia  
Motors Corporation

**CERTIFICATE OF SERVICE**

I certify, as authorized agent for the attorney of record, Cary A. Slobin, that a true and exact copy of foregoing Notice of Intention to Take Deposition upon Written Questions was served to all attorneys of record in the above-styled and numbered matter, said service being effected in the following manner:

CERTIFIED MAIL/RETURN RECEIPT REQUESTED \_\_\_\_\_

HAND DELIVERY \_\_\_\_\_

TELECOPY \_\_\_\_\_

OVERNIGHT/NEXT DAY DELIVERY VIA LONE STAR OR UPS \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATED: 8/23/17

BY: Nicol White

SERVED TO ALL PARTIES LISTED BELOW:

*Donald Loughran, et al vs. Kia Motors America, Inc., et al*

**ATTORNEYS OF RECORD**

E. Todd Tracy  
The Tracy Firm  
4701 Bengal Street  
Dallas, TX 75235  
214-324-9000; Fax: 972-387-2205  
Attorney For: Plaintiff

LOUGHRAN000023

**United States District Court**  
**FOR THE NORTHERN DISTRICT OF TEXAS**  
**DALLAS DIVISION**

**DONALD LOUGHRAN and LINDA LOUGHRAN**, Individually and as  
Next Friend to M.L., A Minor  
vs.

**SUBPOENA IN A CIVIL CASE**

**KIA MOTORS AMERICA, INC. and  
KIA MOTORS CORPORATION**

Civil Action No. 3:17-CV-1632

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

**TO:** Custodian of Records for: **COMPLETE AUTO GROUP**  
**14832 VENTURE DRIVE**  
**FARMERS BRANCH, TX 75234**

☒ **Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment.

Place: The office of the custodian  
**14832 VENTURE DRIVE**  
**FARMERS BRANCH, TX 75234**

DATE AND TIME  
**09/12/2017, 10:00AM**

The Deposition will be recorded by this method: **Deposition by Written Question**

☒ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:  
**See attached Exhibit**

The provisions of Fed. R. Civ. P. 45 are attached - Rule 45(c), relating to the place of compliance; Rule 45 (d) relating to your protection as a person subject to a subpoena and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 8/23/17

\_\_\_\_\_  
CLERK OF COURT

OR

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

Cary A. Slobin  
\_\_\_\_\_  
Attorney's Signature

The name, address, e-mail, and telephone number of the attorney representing *Kia Motors America, Inc. and Kia Motors Corporation* who issues or requests this subpoena are: **Cary A. Slobin, Bowman and Brooke LLP, 5830 Granite Pkwy., Suite 1000, Plano, TX, 75024**

## **EXHIBIT**

**ANY AND ALL RECORDS, INCLUDING BUT NOT LIMITED TO, CONTRACTS, AGREEMENTS, REPAIRS AND OR MAINTENANCE RECORDS, WORK ORDERS, INVOICES, BILLS, ESTIMATES, PHOTOGRAPHS, RECEIPTS, AND EVERY SUCH RECORD, INCLUDING BUT NOT LIMITED TO, THOSE EXISTING IN ELECTRONIC OR MAGNETIC FORM, PERTAINING TO VEHICLE: 2013 KIA SOUL; VIN: KNDJT2A63D7537209**

Civil Action No. **3:17-CV-1632**

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for (name of individual and title, if any) Complete Auto Group  
was received by me on (date) 8/25/17.

I served the subpoena by delivering a copy to the named individual as follows:  
Robert Cook

on (date) 8/25/2017; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ 40.

I declare under penalty of perjury that this information is true.

Date: 8/25/17

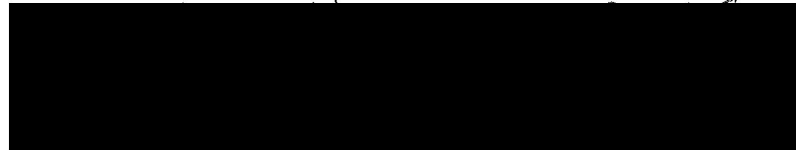
[Signature]

Server's signature

MVESEHCA

Printed name and title

Additional information regarding attempted service, etc:



LOUGHRAN000026

## Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

### c) Place of Compliance.

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

### (d) Protecting a Person Subject to a Subpoena; Enforcement.

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

### (2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

### (3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

### (e) Duties in Responding to a Subpoena.

#### (1) Producing Documents or Electronically Stored Information.

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

#### (2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

#### (g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DONALD LOUGHRAN and LINDA  
LOUGHRAN, Individually and as  
Next Friend to M.L., A Minor  
vs.

KIA MOTORS AMERICA, INC. and  
KIA MOTORS CORPORATION

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CIVIL ACTION NO. 3:17-CV-1632

DIRECT QUESTIONS TO BE PROPOUNDED TO  
THE WITNESS, CUSTODIAN OF RECORDS FOR:  
COMPLETE AUTO GROUP

1. State your full name and occupation, address and telephone number.

ANSWER: (NAME) JIMMY SANDER JR  
(OCCUPATION) owner  
(ADDRESS) [REDACTED]  
SPARMA'S branch ex 75234  
(TELEPHONE #) [REDACTED]

2. Have you received a Subpoena Duces Tecum for the production of ANY AND ALL RECORDS, INCLUDING BUT NOT LIMITED TO, CONTRACTS, AGREEMENTS, REPAIRS AND OR MAINTENANCE RECORDS, WORK ORDERS, INVOICES, BILLS, ESTIMATES, PHOTOGRAPHS, RECEIPTS, AND EVERY SUCH RECORD, INCLUDING BUT NOT LIMITED TO, THOSE EXISTING IN ELECTRONIC OR MAGNETIC FORM, PERTAINING TO VEHICLE: 2013 KIA SOUL; VIN: KNDJT2A63D7537209?

ANSWER: Yes

3. Are you able to identify these records and/or photographs as the originals or true and correct copies of the originals?

ANSWER: Yes



4. Were these records and/or photographs made and kept in the regular course of your business?

ANSWER: Yes

5. In the regular course of business of your practice, business, or institution, did the person who signed the records and/or photographs either have personal knowledge of the entries shown on the records and/or photographs, or obtain the information to make the entries from the sources who have such personal knowledge?

ANSWER: Yes

6. Were such memoranda or documents and/or photographs then transmitted to your files and thereafter maintained under your care, supervision, direction, custody or control as custodian of this facility?

ANSWER: Yes

7. Were the memoranda or documents that were transmitted to your files original entries on the part of the Custodian or other employee or member of the staff of this facility?

ANSWER: Yes

8. Were the records and/or photographs prepared at or about the time of the events and conditions they record?

ANSWER: Yes

9. Were these records and/or photographs kept as described in the previous questions?

ANSWER: Yes

10. Please examine copies of the original requested records and/or photographs. Have you produced records and/or photographs for attachment to this Deposition?

ANSWER: Yes

11. Has anything been removed from or altered in the original records and/or photographs before making these copies?

ANSWER: No

12. If you have answered the previous question yes, please state fully and precisely what alterations were made in the original records and/or photographs and attach copies of every document removed from the original records.

ANSWER: N/A

13. In the event that no records and/or photographs can be found, are there document archives (i.e. microfiche) or document retention policies which explain their absence? If so, please identify who has knowledge of those archives or policies of the above named facility.

ANSWER: N/A

14. Are you aware that it may be necessary to subpoena you or your employer to court at the time of trial if you have not provided all of the papers, notes, documents, records, general correspondence, or other tangible items of any kind pertaining to the above named individual to the Notary Public taking your deposition?

ANSWER: (circle one) YES/NO

I, J. MMY Sanders Jr (Custodian of Record), do swear or affirm that my answers to the above questions are the truth, the whole truth and nothing but the truth, so help me God.

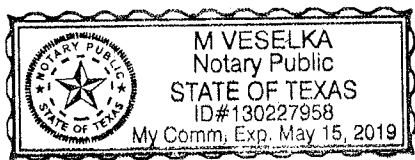
[Signature]  
Custodian of Record

I, MVESELKA, A Notary Public, do hereby certify the above Custodian was duly sworn and the non-stenographic recording of this Written Deposition is a true record of the Custodian testimony.

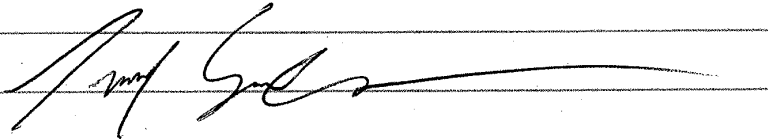
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 5<sup>th</sup> DAY OF December, 2017

[Signature]  
SIGNATURE OF NOTARY PUBLIC IN AND FOR THE STATE OF TX  
MVESELKA  
NAME OF NOTARY PUBLIC TYPED OR PRINTED

My commission expires: 5/15/2019



HI, this is Jimmy Sanders Jr owner of Prime Time Auto group... when I purchased the from Extreme Auto care, the Air bag light was on. I took it to the dealership (Classic Kia) at which point they advised me that the airbag module needed to be replaced.. (As stated on the receipt).. I ordered a used module from 1KQ... (As stated on the receipt) The module was installed by North Texas Auto Experts. (I misplaced the receipt). After that, the vehicle was inspected, & passed Texas State inspection. I have included any & all documentation that I have regarding this vehicle... The vehicle was under factory warranty, & I got all warranty work done @ Classic Kia.



**SHOW REPORT FOR TEXAS VEHICLE REGISTRATION****TEXAS VEHICLE INSPECTION REPORT**

Safety and Emissions Inspection

**VEHICLES FAILING EMISSIONS TESTS MAY BE ELIGIBLE FOR UP TO \$600 IN REPAIR ASSISTANCE. FOR MORE INFORMATION, VISIT [www.driveacleanmachine.org](http://www.driveacleanmachine.org) OR CALL 1-800-913-3321.**

Vehicle Identification

Test Date/Time: **10/29/2016, 10:23**  
Test and Type: Initial - OBDII  
Insp. Type/Exp. Date: **OBD**  
Version/Test Number: 1601/562  
License Number: [REDACTED]  
Vehicle ID Number: [REDACTED]  
Vehicle Make: KIA  
Vehicle Model: SOUL  
Vehicle Year/Type: **2013/Passenger Car**  
Engine Size/Cyl/Ign: 2000/4/D  
Authorization Number: [REDACTED]  
Transmission/GVW: Automatic/3880  
Odometer/Fuel Type: 49165/Gasoline

Station Identification

Station Name: EXTREME AUTO CARE  
Station #/Analyzer: [REDACTED]  
Station Address: TIMS Reprint  
Station City: N/A  
Station Zip Code: N/A  
Inspector First Name: WILLIAM  
Inspector Last Name: SANDEFUR

Safety Inspection Fee: 12.75  
Safety Repair Costs: --.--  
Emissions Test Fee: 12.75  
Emissions Repair Costs: --.--  
Total Inspection Cost: 25.50

Emissions Test Results

Status of Bulb Check	Monitors	Status	Monitors	Status	Monitors	Status	
MIL Cmd Status:	Off	Misfire:	Ready	Heated Cat:	N/S	O2 Sensor:	Ready
MIL:		Fuel Sys:	Ready	Evap Sys:	Ready	Heated O2:	Ready
Engine On:	PASS	Comp Cmpnt:	Ready	Secondary:	N/S	EGR/VVT:	Ready
Engine Off:	PASS	Catalyst:	Ready	Air Cond:	N/S	DLC:	PASS

Fault Codes: No Codes Present

Gas Cap Integrity: PASS

Overall Result: PASS

Safety Items: PASS

CONGRATULATIONS, your vehicle has passed the emissions (I/M) test portion of your safety inspection! By maintaining your vehicle in good working condition, you are doing your share for clean air. You are also saving money on gas and extending the life of your vehicle because your emissions control equipment is working as it should.

I certify that I have properly performed the emissions test according to state regulations and procedure manuals, and as the undersigned duly appointed inspector, hereby certify that I have physically examined the manufacturer's vehicle identification number of the motor vehicle described above.

Certified Inspector's Signature



2V7537209



KNDJT2A63D7537209



2920 N. Interstate 35 E  
Carrollton, Texas 75007  
Phone: (972) 798-6900

#### DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 06 DEC 16	YOUR ORDER NO.	DATE SHIPPED 06 DEC 16	INVOICE DATE	INVOICE NUMBER	204229
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**\*\*PREPAID\*\***

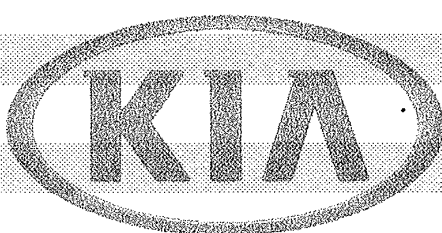
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ACCOUNT NO. P98  
JIMMY SANDERS

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PAGE 1 OF 1

(469) 525-3492

SHIP VIA			SLSM. 4097	B/L NO.	TERMS CASHR	F.O.B. POINT CARROLLTON TX											
ORD	QUANTITY	SHIP	PART NO.	DESCRIPTION	LIST	NET	AMOUNT										
1	1	0	86517-2K500	1118ECAP-FR HO	11.82	11.82	11.82										
1	1	1	84658-2KBD0	COVER-SHI	2.95	2.95	2.95										
<p>*** ABOVE PART IS PREPAID ***</p> <p>The following parts have been special ordered:</p> <p>1 84658-2KBD0 COVER-SHIP</p>																	
																	
NO CASH REFUNDS					<table border="1"> <tr> <td>PARTS</td> <td>14.77</td> </tr> <tr> <td>SUBLET</td> <td></td> </tr> <tr> <td>FREIGHT</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>1.22</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$15.99</b></td> </tr> </table>			PARTS	14.77	SUBLET		FREIGHT	0.00	SALES TAX	1.22	<b>TOTAL</b>	<b>\$15.99</b>
PARTS	14.77																
SUBLET																	
FREIGHT	0.00																
SALES TAX	1.22																
<b>TOTAL</b>	<b>\$15.99</b>																
CUSTOMER'S SIGNATURE X					<p>*No Returns on Electrical Items</p> <p>*No Returns After 30 Days</p> <p>*No Returns Without Original Container</p> <p>*No Returns Special Order Parts</p> <p>*20% Restocking Charge on ALL Return Parts.</p> <p>*NO CASH REFUNDS</p>												

CUSTOMER #: D7537209

342113

\*INVOICE\*

JIMMY SANDERS  
4701 ROCKCREEK LANE

PAGE 1

2920 N. Interstate 35 E · Carrollton, Texas 75007  
Phone: (972) 798-6900

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
DUNE	13	KIA SOUL	KNDJT2A63D7537209		49213/49213	T9059
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
19DEC12 DD			WAIT 05DEC16			CASH
R.O. OPENED	READY	OPTIONS:	ENG:2.0_Liter_DOHC			
11:17 05DEC16	16:54 05DEC16					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C.S	AIRBAG	LIGHT IS ON				

CD CUSTOMER DECLINED REPAIRS

4075 IS 1.00

(N/C)

49213 1.00 retrieved DTC B1670 (crash recorded in full stage). air bag module has to be replaced and rescanned the air bag system. customer declined repair.

\*\*\*\*\*

B C/S DRIVER SIDE REAR SEAT IS COMING LOOSE AND CAN BE LIFTED UP;

PLEASE CHECK AND ADVISE

CD CUSTOMER DECLINED REPAIRS

4075 IS 0.00

(N/C)

49213 rear seat bottom is been damaged. it needs to be replaced. customer declined repair.

\*\*\*\*\*

C INTERIOR DOOR HANDLE(S) INSPECTION AND/OR REPLACEMENT

CAUSE: F

SOP SPECIAL ORDER PART, SERVICE ADVISOR WILL

CONTACT YOU UPON ARRIVAL

4075 IS 0.00

(N/C)

49213 sop right front door handle

\*\*\*\*\*

WE APPRECIATE YOUR BUSINESS AND WANT YOU TO BE COMPLETELY SATISFIED WITH YOUR VISIT. PLEASE CONTACT OUR SERVICE DIRECTOR, JACK WINN WITH ANY QUESTIONS OR COMMENTS. PHONE # 972-798-6951

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



DEM Recycled - Aftermarket by Keystone

<b>Sold To</b>	J&S AUTO SERVICE 1514 14TH ST PLANO, TX 75074 Fax	947004	<b>Ship To</b>	**DUP** J&S AUTO SERVICE 14832 VENTURE DR DALLAS, TX 75234	80521922

<b>PAYMENT TERMS</b>		<b>PHONE NUMBER</b>	<b>ORDER BY</b>	<b>DEPARTMENT</b>	<b>P.O. NUMBER</b>	<b>INVOICE DATE</b>
PAID BY INTERCO		972-423-5023				12/07/2016
<b>INVOICE #</b>	<b>MAIL COPY</b>	<b>DISMANTLER</b>	<b>READY</b>	<b>CORE EXCHANGE</b>	<b>R/O NUMBER</b>	<b>TRUCK LINE</b>
80521922						63-3 063023
					<b>SALES PERSON</b>	<b>DATE ORDERED</b>
						12/06/2016 08:19AM

DESCRIPTION	STOCK #	LOC.	AMOUNT
1 Electronic Chassis Control Modules (KNDJT2A58D7585263) Recycled #701 KIASOU 13 Int.72373 1 Air Bag; (center console) IC Desc:Air Bag; (center console) GUID:128909336 Source:Inventory Yard:701-LKQ of North Texas-Burleson AUT Color:RED Ship Date:12/06/2016 DEPT:1000.41300 Truck Route:63-3063023 CM WD#: Core Amount Warranty (12 Months Warranty) This part comes with a 12 Month warranty from the original date of Purchase. This part does NOT carry Labor or Rental Coverage of any kind. Any warranty issues, please call 972-225-1600 with your invoice number. The price of this part requires customer to return a core to LKQ. When the failed part is removed from the vehicle, please call 972-225-1600 to make arrangements for returning the core to LKQ. All cores must be returned within 30 days of purchase.	\$TN881-701 3063023		115.00
			0.00

**Thank you for your order! GERALD J TRIMBLE**  
**972-225-1600**

Customer Signature: \_\_\_\_\_  
I acknowledge receipt of all part(s) and agree to pay the total amount due per the payment terms specified on this invoice.  
Please visit [www.lkqcorp.com/warranty](http://www.lkqcorp.com/warranty) for limited warranty terms

<b>SUB TOTAL</b>	115.00
<b>SALES TAX</b>	9.49
<b>SHIPPING</b>	0.00
<b>TOTAL</b>	124.49
<b>AMOUNT PAID</b>	124.49
<b>AMOUNT DUE</b>	0.00

**PAYMENT TYPE:**  
Legal Entity:LKQ Auto Parts of North Texas, L.P. NTEXTX  
\*\*\* 702 \*\*\* LKQ North Texas \*\*\* 702 \*\*\*  
904 I-45 South  
HUTCHINS, TX 75141 PH:972-225-1600 FAX:972-225-8839

US DOLLARS



**INV-80521922 Pg 1 of 1**

ALL PAYMENTS ARE DUE IN FULL BY THE DUE DATE STATED ON THE INVOICE. BALANCES NOT PAID BY THE DUE DATE WILL BE SUBJECT TO A LATE PAYMENT FEE OF THE GREATER OF (i) 2% PER MONTH COMPOUNDED MONTHLY (26.8% PER YEAR) OR (ii) \$5.00. IN ADDITION THE CUSTOMER IS RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS FEES AND OTHER FEES INCURRED IN THE COLLECTION PROCESS. CUSTOMER WILL BE CHARGED A \$25 ADMINISTRATIVE FEE FOR ANY CHECK RETURNED FOR INSUFFICIENT FUNDS. IF THE FOREGOING CHARGES EXCEED THE RATE THAT MAY BE LAWFULLY CHARGED, THEN SUCH CHARGES SHALL BE CALCULATED AT THE HIGHEST LAWFUL RATE.

61190-1

LOUGHRAN000035  
Complete Auto Group -00005