

EXHIBIT “1”

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.:

DIVISION:

LEONARDO CRESPO,

Plaintiff,

vs.

TESLA, INC., a foreign corporation,

TESLA FLORIDA, INC., a Florida corporation,

Defendant.

_____ /

COMPLAINT

1. This is a civil action brought by Plaintiff, Leonardo Crespo, a resident of Palm Beach Gardens, Florida, against Defendant Tesla , Inc., a foreign corporation authorized to do business in Palm Beach County, Florida, and its subsidiary, Tesla Florida, Inc., a Florida corporation, seeking revocation of acceptance of a vehicle under Fla. Stat. § 672.608 of the Uniform Commercial Code (UCC).

2. Plaintiff brings this claim for revocation of acceptance based on the statute's provision that allows such action when goods, after acceptance, are found to have a substantial nonconformity that impairs their value to the buyer. This claim is distinct from, and not governed by, Lemon Law, Magnuson-Moss Warranty Act, or other warranty-related statutes.

3. Plaintiff seeks a return to pre-contract conditions under Fla. Stat. § 672.608(3), including Defendant's repurchase of the vehicle, payment of the outstanding loan balance, refund of the down payment, reimbursement of loan payments and towing costs, and release of any lien on the vehicle.

4. This Court has jurisdiction under Florida law, as the transaction occurred in Florida and the Defendant conducts business in Palm Beach County, making the venue proper.

5. The Plaintiff has properly opted out of the arbitration clause imposed by the Defendant by adhering to the procedure outlined in the Order Agreement (see Exhibit A - Order Agreement) and sending a letter to Tesla, Inc. at P.O. Box 15430, Fremont, CA 94539-7970 (see Exhibit B - Opt Out of Arbitration).

FACTS OF THE CASE

6. On July 2, 2024, the Plaintiff bought a new Tesla Model X from the Defendant, order number RN122140103 (see Exhibit A - Order Agreement)

7. On July 9, 2024, the Plaintiff took delivery of a Tesla Model X (VIN: 7SAXCDE54RF446932) bought at Tesla Florida, located at 5544 Okeechobee Blvd, West Palm Beach, FL, 33417. (see Exhibit C - Lending Agreement)

8. Upon taking possession of the vehicle at 6 PM, the Plaintiff immediately discovered severe suspension issues impairing the vehicle's drivability. At 6:34 PM, the Plaintiff reported the defect via the Tesla App, stating: "The car is not drivable. I'm not taking it for service, it needs to be replaced." (see Exhibit D - Taking Delivery).

9. On July 10, 2024, the Plaintiff reported additional defects with the windshield, including texturization and optical distortion that caused headaches and nausea (see Exhibit E - Windshield Defects).

10. On July 11, 2024, loud steering wheel cracking noise and vibrations emerged impairing the vehicle's maneuverability and safety (see Exhibit F - Steering Wheel Defects).

11. On July 12, 2024, the Plaintiff reported excessive noise and vibration while driving over simple road signs. The noise and vibration were so intense that they were clearly captured by the phone's microphone (see Exhibit G - Suspension Defects).

12. On July 13, 2024, Plaintiff formally revoked acceptance of the vehicle by returning it to Tesla Florida and providing written notice to Tesla representative William Hoadley. Tesla acknowledged receipt of this revocation letter, which was also uploaded to the Tesla App, and initiated a buyback request. The Plaintiff explicitly rejected any repairs and made it clear that there was no intention of using the vehicle. These actions were consistent with a formal revocation of acceptance under Fla. Stat. § 672.608. (See Exhibit H - Revocation of Acceptance July 13).

13. Still on July 13, 2024, Tesla's representative William Hoadley informed the Plaintiff that Tesla would proceed with repairs to the vehicle regardless of the outcome of the repurchase request. This unilateral decision to repair the vehicle did not alter the Plaintiff's revocation of acceptance.

14. On July 26, 2024, Tesla refused to buy back the vehicle (see Exhibit I - Tesla Declines Repurchase).

15. On July 27, 2024, the Plaintiff formalized the revocation of acceptance through certified mail and email. The certified mail was delivered on July 29, 2024, and signed by Chelsea Winick (see Exhibit J - Revocation of Acceptance July 27).

16. The Plaintiff requested a copy of all messages exchanged with Tesla through the Tesla App. However, Tesla has ignored this request and subsequently deleted the entire

conversation with the Plaintiff from the Tesla App. Anticipating such action, the Plaintiff recorded a video of the entire conversation on his phone.

17. On August 13, 2024, despite being aware of the revocation, Tesla towed the vehicle (see Exhibit K - Alpine Towing).

18. The financing company TD Auto Finance collected the vehicle from Alpine Towing. On September 5, 2024, Plaintiff was forced to pay \$1,591 to TD Auto Finance to avoid having the vehicle being sold in order to pay the towing fees (see Exhibit L - Towing Fee).

19. On September 09, 2024, the Plaintiff retrieved the vehicle from Phantom Asset Recovery at 4201 Southwest 6th ave, Davie, FL, to avoid further fees from accruing.

LEGAL GROUNDS FOR REVOCATION

20. Under Fla. Stat. § 672.608, a buyer is entitled to revoke acceptance of goods if their nonconformity substantially impairs their **value to the buyer**.

21. The Plaintiff identified multiple defects shortly after taking possession of the vehicle, including suspension issues, windshield texturization and distortion causing headaches and nausea, and loud steering wheel noise and vibrations impairing maneuverability and safety. No reasonable buyer would pay full price for a brand new luxury vehicle with such issues.

22. Tesla's own service records from July 19, 2024, provide definitive evidence of the critical defects, explicitly mentioning the need to replace both "*damaged*" front halfshafts, the entire windshield, and components related to the steering wheel (see Exhibit M - Tesla Service Records).

23. The defects occurred immediately after delivery and in multiple unrelated critical areas—suspension, windshield, steering wheel—, fundamentally undermining the Plaintiff's

confidence in the car's reliability and long-term performance, which constitutes substantial impairment of value.

24. Each defect individually impaired the vehicle's value. However, it is the combination of these multiple defects that compounded the impairment of value to the Plaintiff, shattering confidence in the vehicle's reliability, safety, and long-term performance.

25. The simultaneous occurrence of these substantial problems across different areas in a short time indicates a profound lack of quality control and created an overwhelming sense of uncertainty regarding the vehicle's future reliability. Plaintiff had reasonable grounds to expect further problems, further devaluing the vehicle to him.

26. While the vehicle could technically be driven, it was unsafe and unsuitable for normal use. Plaintiff's limited and cautious use between July 9 and July 13, 2024, does not indicate acceptance, but rather a reasonable attempt to assess the severity of the defects.

27. From July 13, 2024, to July 26, 2024, while Tesla was processing the Plaintiff's buyback request, Tesla proceeded with repairs to the vehicle despite the Plaintiff's explicit revocation of acceptance and **rejection** of any repairs. Since the Plaintiff had already returned the vehicle to Tesla and relinquished responsibility for it, the Plaintiff had no control over Tesla's decision to attempt repairs.

28. The right to cure under Fla. Stat. § 672.605 does not apply here, as the Plaintiff revoked acceptance on July 13, 2024. Any repair attempts made after this revocation are irrelevant to the validity of the Plaintiff's claim.

29. Tesla's post-revocation repair attempts do not negate the Plaintiff's right to revoke, as the defects existed at delivery and substantially impaired the vehicle's value to the Plaintiff.

The right to revoke hinges on whether defects existed at the time of delivery and impaired the vehicle's value to the buyer, regardless of later repairs.

30. Under Fla. Stat. § 672.608(1)(b), a buyer may revoke acceptance of goods “without discovery of such nonconformity if his or her acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the seller’s assurances.”

31. Tesla represented that the vehicle was free of defects at the time of purchase. Plaintiff reasonably relied on this representation and was unaware of the major defects until after taking delivery.

32. The critical defects were not apparent at the time of delivery and only became fully evident after acceptance. This is precisely the type of situation the statute is designed to address, justifying the Plaintiff’s right to revoke.

TIMELINESS OF REVOCATION

33. Fla. Stat. § 672.608(2) states: “*Revocation of acceptance must occur within a reasonable time after the buyer discovers or should have discovered the ground for it.*” The Plaintiff reported the first major defect within 34 minutes of taking possession of the vehicle on July 9, 2024, using the Tesla App.

34. Plaintiff reported additional defects progressively—suspension on July 9, windshield on July 10, steering on July 11, suspension again on July 12— and revoked acceptance promptly on July 13, demonstrating timely action.

35. After Tesla refused to buy back the vehicle on July 26, 2024, Plaintiff formalized the revocation via certified mail and email on July 27, 2024, with the mail delivered on July 29, 2024. These actions were taken before any material change in the vehicle’s condition, as required by law.

36. Plaintiff explicitly declined any repairs to the vehicle both in person to Tesla representative William Hoadley and in writing. Plaintiff's decision to leave the vehicle with Tesla after July 13, 2024, was part of the revocation process, not an acceptance of any repairs. Plaintiff did not use the vehicle after that date, reinforcing the rejection of the vehicle.

IMPROPER TOWING AFTER REVOCATION OF ACCEPTANCE

37. Tesla acted improperly by towing the vehicle on August 13, 2024, despite being fully aware of the Plaintiff's formal revocation of acceptance on July 13, 2024. Under **Fla. Stat. § 672.602(2)(b)**, the buyer is required only to hold the goods with reasonable care for a time sufficient to permit the seller to remove them. In this case, Tesla already had possession of the vehicle. After that, **§ 672.602(2)(c)** makes it clear that the "*buyer has no further obligations with regard to goods rightfully rejected*". Since Tesla had possession of the vehicle at its service center after the revocation, it was Tesla's responsibility to handle the vehicle in a commercially reasonable manner.

38. Tesla's decision to tow the vehicle from its service center, where it was already secure, was unnecessary and imposed additional financial burdens on the Plaintiff. In **Colonial Dodge, Inc. v. Miller, 420 Mich. 452 (1984)**, the court similarly held that after revocation, the seller must manage the goods appropriately without imposing additional costs on the buyer. Accordingly, Tesla is liable for all towing-related expenses incurred by the Plaintiff.

REBUTTAL TO POTENTIAL DEFENSES

39. Anticipating the Defendants' potential arguments against revocation of acceptance, the Plaintiff asserts the following rebuttals:

40. Tesla may attempt to frame this case as one involving the Lemon Law, Magnuson-Moss Warranty Act, or standard warranty claims; however, these are irrelevant to the issue of revocation of acceptance. The claim here is based solely on Fla. Stat. § 672.608's provision for revocation, which permits a buyer to revoke acceptance if nonconformities in the goods substantially impair their value to the buyer. The criteria and remedies under Lemon Law or warranty statutes do not apply to revocation, and therefore, any argument based on those laws is inapplicable and should be disregarded.

41. Tesla may argue that the defects did not substantially impair the vehicle's objective value. However, a vehicle with defects in the suspension, windshield, and steering wheel is objectively of significantly lower value to any reasonable buyer. Moreover, the Plaintiff asserts that revocation is based on the value of the goods to the buyer. The simultaneous occurrence of defects affecting these critical components immediately upon delivery substantially impaired the vehicle's value to the Plaintiff. While each defect alone would justify revocation, their combination further strengthens the Plaintiff's position. These significant defects shattered the Plaintiff's confidence in the vehicle, rendering it unsuitable for its intended use and severely impairing its value to him.

42. Tesla may argue that the Plaintiff should have allowed an opportunity for repair; however, under Fla. Stat. § 672.608, once substantial impairment is established, the buyer is not required to offer such an opportunity. Revocation of acceptance is a unilateral right, and any obligation to cure ends upon revocation. **Fla. Stat. § 672.605** only applies before revocation or

when time for performance remains. The Plaintiff explicitly rejected repairs and revoked acceptance on July 13, 2024, due to substantial defects. Despite this, Tesla proceeded with repairs while the buyback request was being processed, making their repair attempts legally irrelevant. Repair attempts allowed by Lemon Laws, Magnuson-Moss, and warranty statutes do not apply to revocation under Fla. Stat. § 672.608. The Florida UCC supports that revocation is effective upon notice, entitling the buyer to return to their pre-contract position. Therefore, Tesla's repairs after July 13 cannot affect the validity of the revocation.

43. Tesla may argue that it did not accept the Plaintiff's revocation; however, such acceptance is not required for it to be effective because revocation is a unilateral right exercised by the buyer. No formal acceptance by the seller is necessary for the revocation to take effect.

CASE LAW

44. Florida has adopted the Uniform Commercial Code (UCC), and Fla. Stat. § 672.608 mirrors the UCC's provisions on revocation of acceptance. Case law from other states interpreting the UCC is persuasive and directly applicable here.

45. The Plaintiff's claim is supported by relevant case law, including **Zabriskie Chevrolet, Inc. v. Smith**, 99 N.J. Super. 441 (1968), where the Superior Court of New Jersey upheld the buyer's right to revoke acceptance of a vehicle due to defects present at the time of delivery. In that case, the vehicle became inoperable shortly after purchase, and despite the seller's attempt to repair the defect, the buyer was entitled to revoke acceptance due to the substantial impairment of the vehicle's value.

46. **Zabriskie** further established that revocation remains valid even if the seller attempts repairs after the buyer has revoked acceptance. In this case, Tesla attempted to repair the vehicle post-revocation, but those efforts do not invalidate Plaintiff's rights under Fla. Stat. §

672.608. The key issue is the presence of defects at delivery, which is consistent with the holding in *Zabriskie*.

47. The **Zabriskie** court emphasized the buyer's right to expect that a new vehicle will be "mechanically new and factory furnished, operate perfectly, and be free of substantial defects". Here, Plaintiff expected a new luxury vehicle that met basic safety and quality standards. Instead, the vehicle exhibited severe mechanical defects that undermined its intended use and Plaintiff's confidence in its long-term reliability, reinforcing the validity of the revocation.

48. In **Colonial Dodge, Inc. v. Miller**, 420 Mich. 452 (1984), the Michigan Supreme Court upheld the buyer's right to revoke acceptance under the UCC due to a defect that impaired the vehicle's value to the buyer, even though the defect—a missing spare tire—was easily repairable. The court found that subjective concerns about safety and functionality justified revocation. In the present case, Plaintiff faced multiple serious defects, including critical safety concerns with the suspension, windshield, and steering systems. These defects had a far greater impact on the vehicle's value to the buyer than the issue in **Colonial Dodge** and therefore justify Plaintiff's revocation.

49. Like in **Colonial Dodge**, where the missing spare tire impacted the buyer's overall confidence in the vehicle, the immediate presence of multiple defects in separate areas in the Plaintiff's vehicle shattered his confidence in the vehicle's core value and trustworthiness.

50. **Colonial Dodge** also affirmed that after a buyer revokes acceptance, they have no further obligations regarding the goods. The burden is on the seller to handle retrieval or disposal of the defective item. In this case, Tesla's decision to tow the vehicle on August 13, 2024, despite being fully aware of Plaintiff's revocation, violated this principle. Tesla's actions placed

unnecessary burdens on Plaintiff and demonstrated bad faith. Therefore, Tesla is liable for all costs associated with this unjustified towing and any related financial burdens.

51. In both **Zabriskie** and **Colonial Dodge**, courts underscored the buyer's right to reject goods that fail to meet reasonable expectations of quality, even if repair attempts are made. Plaintiff's situation mirrors these rulings: Tesla delivered a vehicle that failed to conform to its promised quality, with substantial defects that impaired its value to Plaintiff. Plaintiff's revocation of acceptance is therefore fully justified under both the UCC and Fla. Stat. § 672.608.

RELIEF SOUGHT

52. Fla. Stat. § 672.608(3) states: "*A buyer who so revokes has the same rights and duties with regard to the goods involved as if he or she had rejected them.*" This statute seeks to restore both parties to their pre-contract positions as much as possible. Therefore, the Plaintiff is entitled to a return of the down payment, reimbursement for loan payments, repayment of towing costs, release of any lien on the vehicle, and full repayment of the outstanding loan balance. The Plaintiff seeks the following relief:

- f. Vehicle Repurchase: Tesla to repurchase the vehicle by refunding the Plaintiff the down payment, reimbursing all loan payments made, and paying off the remaining loan balance.
- g. Refund of Down Payment: Tesla to refund the Plaintiff the down payment of \$20,492.98. (see Exhibit C - Lending Agreement)
- h. Reimbursement of Loan Payments: Tesla to reimburse the Plaintiff for all loan payments made, including (see Exhibit N - TD Auto Finance)
 - Aug 19, 2024 = \$1,163.15.
 - Sep 22, 2024 = \$1,163.15.

- i. Full Repayment of the Remaining Loan Balance: Tesla to pay off the entire outstanding loan balance owed to TD Auto Finance as of the date of judgment, including any accrued interest, to fully release the Plaintiff from any financial obligations related to the vehicle (see Exhibit N - TD Auto Finance)
- j. Payment of Towing Costs: Tesla to cover all costs related to the towing of the vehicle, including the \$1,591.00 paid to TD Auto Finance to retrieve the vehicle and prevent its sale. (See Exhibit L - Towing Fee)
- k. Release of Lien: Tesla to ensure the release of any lien on the vehicle.
- l. Costs and Fees: The Plaintiff seeks reimbursement for all costs incurred in bringing this action, including court fees and any additional expenses.
- m. Alternative Relief: The Plaintiff also seeks such other and further relief as the Court deems just and proper.

CONCLUSION

53. The Plaintiff has fulfilled all legal requirements under Fla. Stat. § 672.608 for revocation of acceptance and respectfully requests that the Court order Tesla to repurchase the vehicle and provide the relief sought in this Complaint.

Respectfully submitted,

/s/ Leonardo Crespo

Leonardo Crespo

Plaintiff, Pro Se

13536 Bernoulli Way, Palm Beach Gardens, FL, 33418

Email: leo@leocrespo.com

Phone: 725-225-6889

Date: September 26, 2024

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM



Motor Vehicle Order Agreement

Customer Information		Vehicle Configuration	
		Description	Total in USD
Leonardo Crespo 89014 [REDACTED] 5889 le[REDACTED].com Order Number RN122140103 Order Fee \$250 Order placed with electronically accepted terms 07/02/2024		Model X Dual Motor All-Wheel Drive	\$77,990
		Ultra Red Paint	\$2,500
		20" Cyberstream Wheels	Included
		Black and White Premium Interior with Walnut Décor	\$2,000
		Five Seat Interior	Included
		Steering Wheel	Included
		Autopilot	Included
		Pay-as-you-go Supercharging	Included
		Tow Package	Included
		Subtotal	\$82,490
		Destination Fee	\$1,390
		Order Fee	\$250
		Total	\$84,130

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within fourteen (14) days of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, you agree that the sale is transacted in the state listed in the Seller's address above (the "Contracting State"). In such a case, the risk of loss of the Vehicle transfers to you in the Contracting State, and legal title to the Vehicle transfers to you in the Contracting State, at the time that Tesla receives your final payment in its entirety. If available, Tesla may, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. Upon the transfer of title, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance



under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding fund availability or your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive, you shall reimburse Tesla for the amount of the credit. Failure to reimburse Tesla will constitute a default under this Agreement at which time Tesla may exercise any remedies available to it, including repossession of the Vehicle.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Order Number or Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Connectivity. Standard Connectivity is included in your Vehicle, at no additional cost, for eight (8) years beginning on the first day your Vehicle was delivered as new by Tesla, or the first day it is put into service (for example used as a demonstrator or company vehicle), whichever comes first. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all



existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive access to the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. The warranty version applicable to your Vehicle is that which was in effect when the Vehicle was first delivered or picked up from Tesla directly, including by any previous owners. You may also obtain a written copy of your warranty from us upon request and view the current version at our Website.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith, and we'll keep your Order Fee, Order Deposit and Transportation Fee. This includes orders for which a third-party is facilitating or brokering the sale, or if the vehicles are to be exported to somewhere other than where you tell us you will be registering the Vehicle. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order. We work to fulfill your order as quickly as we can. If you become unresponsive to us or fail to complete a requested action to progress towards delivery of your Vehicle, we may cancel your order and keep your Order Fee, Order Deposit and Transportation Fee. Alternatively, Tesla may give you the option to reconfigure your Vehicle at the current pricing.

Default and Remedies. You will be in default and/or breach of this Agreement if any one of the following occurs (except as prohibited by law): you fail to perform an obligation that you have undertaken in the Agreement; or we, in good faith, believe that you cannot, or will not pay or perform the obligations you have agreed to in this Agreement. You will also be in default and/or breach of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions, including but not limited to attorney fees and costs.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery.

The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

The amount indicated on the sales contract or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due the Commissioner of Motor Vehicles. The dealer will automatically, and within 60 days of securing such registration and title, refund any amount overpaid for such fees.

For **MASSACHUSETTS** residents: ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.

For **VIRGINIA** residents: IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR



PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

From:
Leonardo Crespo
13536 Bernoulli Way, Palm Beach Gardens, 33418 FL

31 July 2024

To:
Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970,

Tesla,

I opt out of arbitration provision.

Name = Leonardo Crespo
Vehicle Identification Number = 7SAXCDE54RF446932
Order number = RN122140103

Leonardo Crespo

leocrespo

Leonardo Crespo <leo@leocrespo.com>

USPS eReceipt

DoNotReply@ereceipt.usps.gov <DoNotReply@ereceipt.usps.gov>
To: LE po.com

UNITED STATES POSTAL SERVICE®			
PALM BEACH GARDENS 3336 FAIRFIELD GARDENS AVE PALM BEACH GARDENS, FL 33416-9998 (800)275-8777			
08/01/2024			12:39 PM
Product	Qty	Price	Unit Price
PM Express 1-Day Fremont, CA 94539 Weight: 0 lb 0.80 oz Signature Waiver Scheduled Delivery Date Fri 08/02/2024 06:00 PM Money Back Guarantee Tracking® E1882795418216	1	\$46.30	
Insurance Up to \$100.00 Included		\$0.00	
Total		\$46.30	
Grand Total:		\$46.30	
Credit Card Remit		\$46.30	
Card Name: VISA Account #: [REDACTED] Approval #: 056591 Transaction #: 550 AID: A0000000031010 Contactless AL: VISA CREDIT			
<p>In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.</p> <p>Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811</p> <p>Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.</p> <p>Preview your Mail Track your Packages Sign up for FREE® https://informastelive.usps.com</p> <p>All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.</p> <p>Tell us about your experience. Go to: https://postal.service.com/postnet9 or call 1-800-410-7420.</p>			
<p>UFN: 119449-0109 Receipt #: 840-53270099-2-0452214-2 Clerk: 22</p> <p>Privacy Act Statement: Your information will be used to provide you with an electronic receipt for your purchase transaction via email. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we will be unable to process your request to receive an electronic receipt. We do not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a U.S. Postal Service auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service (service providers); to process services; to domestic government agencies if needed as part of their duties; and to a foreign government agency for violations and alleged violations of law. For more information on our privacy policies visit www.usps.com/privacypolicy.</p> <p>This is an automated email. Please do not reply to this message. This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please delete. Any other use of this email by you is prohibited.</p>			



ⓘ ALERT: TROPICAL CYCLONE HELENE, FLOODING, AND SEVERE WEATHER IN THE SOUTH... ▾

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

EI982704388US

Copy Add to Informed Delivery

Scheduled Delivery by

FRIDAY

2 August 2024 ⓘ by **6:00pm** ⓘ

Your item was picked up at the post office at 3:20 pm on August 9, 2024 in FREMONT, CA 94539. The item was signed for by T TESLA.

Get More Out of USPS Tracking:

USPS Tracking Plus®

✓ **Delivered**

Delivered, Individual Picked Up at Post Office

FREMONT, CA 94539

August 9, 2024, 3:20 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](#)

Text & Email Updates



Proof of Delivery



USPS Tracking Plus®



Product Information



Track Another Package

Enter tracking or barcode numbers



Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



HELPFUL LINKS

Contact Us
Site Index
FAQs
Feedback

USPS JOBS

Careers

ON ABOUT.USPS.COM

About USPS Home
Newsroom
USPS Service Updates
Forms & Publications
Government Services

OTHER USPS SITES

Business Customer Gateway
Postal Inspectors
Inspector General
Postal Explorer
National Postal Museum
Resources for Developers
PostalPro

LEGAL INFORMATION

Privacy Policy
Terms of Use
FOIA
No FEAR Act/EEO Contacts
Fair Chance Act
Accessibility Statement

Copyright © 2024 USPS. All Rights Reserved.



Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

RN122140103-1720387679

This is a retention copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

LAW 553-FL-ARB-e 1/24**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)**

Buyer Name and Address Leonardo Crespo 13536 Bernoulli Way Palm Beach Gardens, FL 33418 Buyer's Birth Month: [REDACTED] <small>Cell N/A Email N/A</small>	Co-Buyer Name and Address Co-Buyer's Birth Month: <small>Cell N/A Email N/A</small>	Seller-Creditor (Name and Address) Tesla Florida Inc 5544 Okeechobee Boulevard West Palm Beach, FL 33417 Palm Beach
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller-Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 6.29 % per year. The Truth-In-Lending Disclosures below are part of this contract.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

New/Used/ Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
New	2024	Tesla Model X	6,122	7SAXCDE54RF446932	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

FEDERAL TRUTH-IN-LENDING DISCLOSURES					WARRANTIES SELLER DISCLAIMS	
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.	
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of		
6.29 %	\$ 14,319.80	\$ 69,427.00	\$ 83,746.80	\$ 20,492.98 is \$ 104,239.78	Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.	
Your Payment Schedule Will Be: (e) means an estimate						
Number of Payments	Amount of Payments	When Payments Are Due			Florida documentary stamp tax required by law in the amount of \$ 243.25 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 310841368-004	
72	1,163.15	Monthly beginning 08/23/2024				
N/A	N/A	N/A			You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.	
Or As Follows: N/A						
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment. Prepayment. If you pay early, you may have to pay a penalty. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.						

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

LAW 553-FL-ARB-e 1/24 v1 Page 1 of 6

This retention copy was created on Jul 09, 2024 06:00:47 PM for Tesla, Inc..

RN122140103-1720387679

This is a retention copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
 Term N/A N/A
 Premium: Credit Life \$ N/A Credit Disability \$ N/A
 Insurance Company Name N/A Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 5A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

☒ Buyer N/A N/A ☒ Co-Buyer N/A N/A
 Date Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

☒ Buyer N/A N/A ☒ Co-Buyer N/A N/A
 Date Date

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

☒ Buyer N/A N/A ☒ Co-Buyer N/A N/A
 Date Date

Other Optional Insurance

☐ N/A N/A N/A N/A
 Type of Insurance Term Premium \$
 Insurance Company Name & Address N/A

☐ N/A N/A N/A N/A
 Type of Insurance Term Premium \$
 Insurance Company Name & Address

☐ N/A N/A N/A N/A
 Type of Insurance Term Premium \$
 Insurance Company Name & Address

☐ N/A N/A N/A N/A
 Type of Insurance Term Premium \$
 Insurance Company Name & Address

☐ N/A N/A N/A N/A
 Type of Insurance Term Premium \$
 Insurance Company Name & Address

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
 I want the insurance checked above.

☒ Buyer Signature N/A N/A ☒ Co-Buyer Signature N/A N/A
 Date Date

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 5B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs ☒ N/A Co-Buyer Signs ☒ N/A Date: N/A

RN122140103-1720387679

This is a retention copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding \$75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a \$15 extension fee. You must maintain the physical damage insurance required by this contract (see 2.d.) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.
If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the \$15 extension fee if we charge you this fee.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical

damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of your Principal Balance plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. This includes any attorneys' fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

Buyer Signature X _____ Co-Buyer Signature X _____

RN122140103-1720387679

This is a retention copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X Leonardo Crespo Co-Buyer Signs X
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Leonardo Crespo Date 07/09/2024 Co-Buyer Signs X Date N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A

Seller Signs Tesla Florida Inc Date 07/09/2024 By X Troy Jones Title President



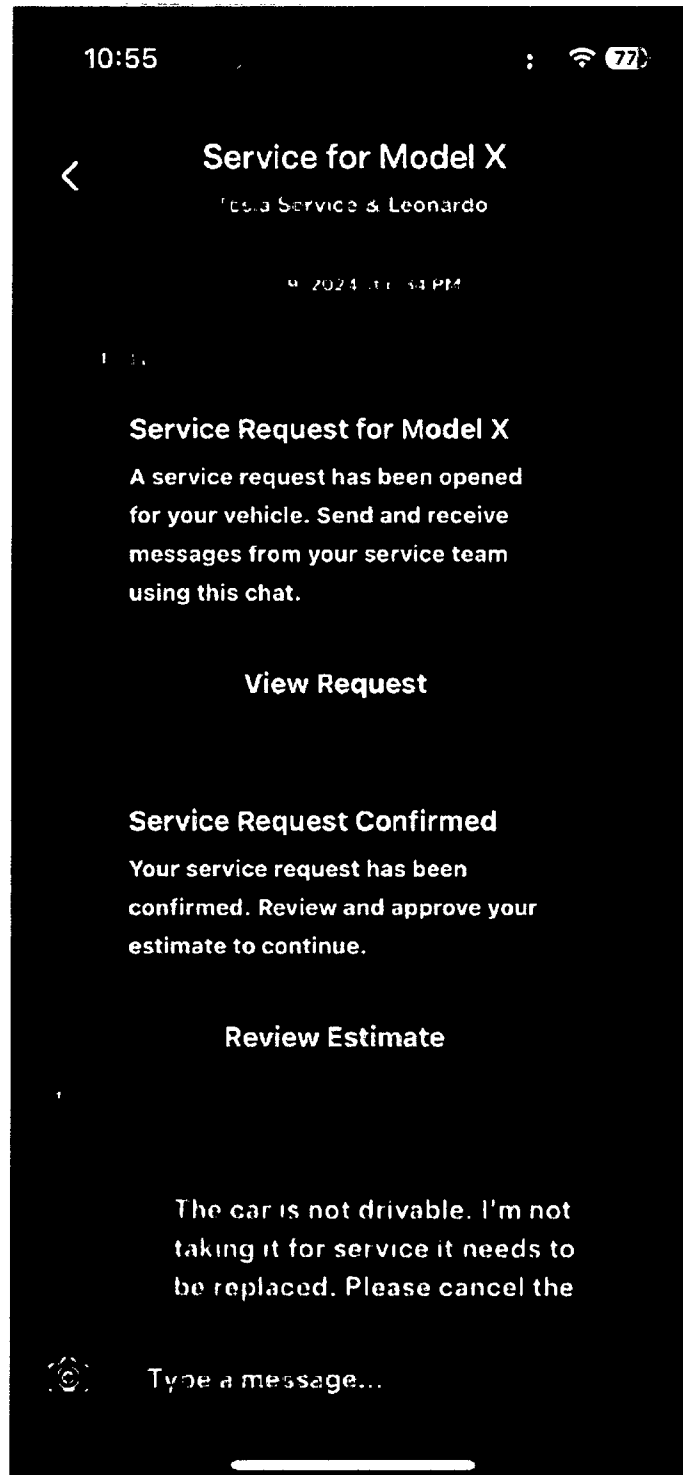
FORM NO. 553-FL-ARB-e (REV. 1/24)

©2024 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

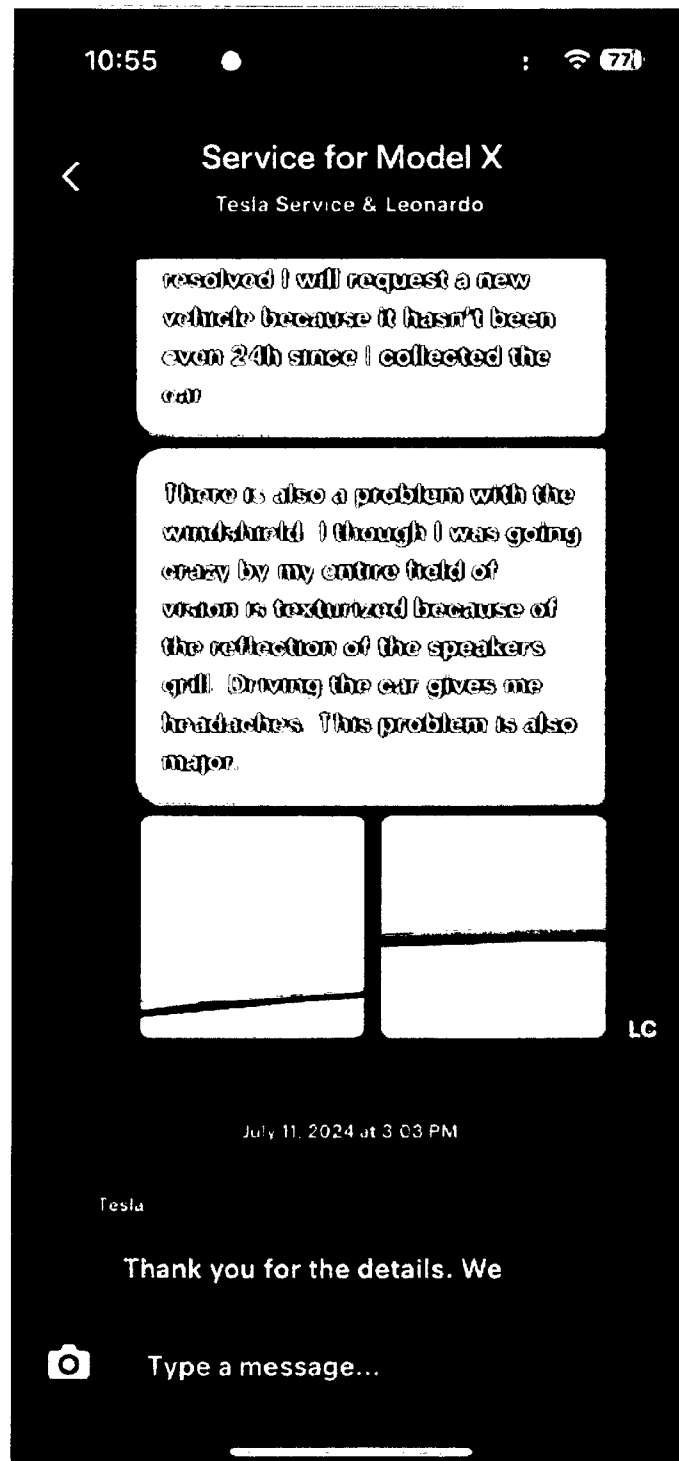
LAW 553-FL-ARB-e 1/24 v1 Page 6 of 6

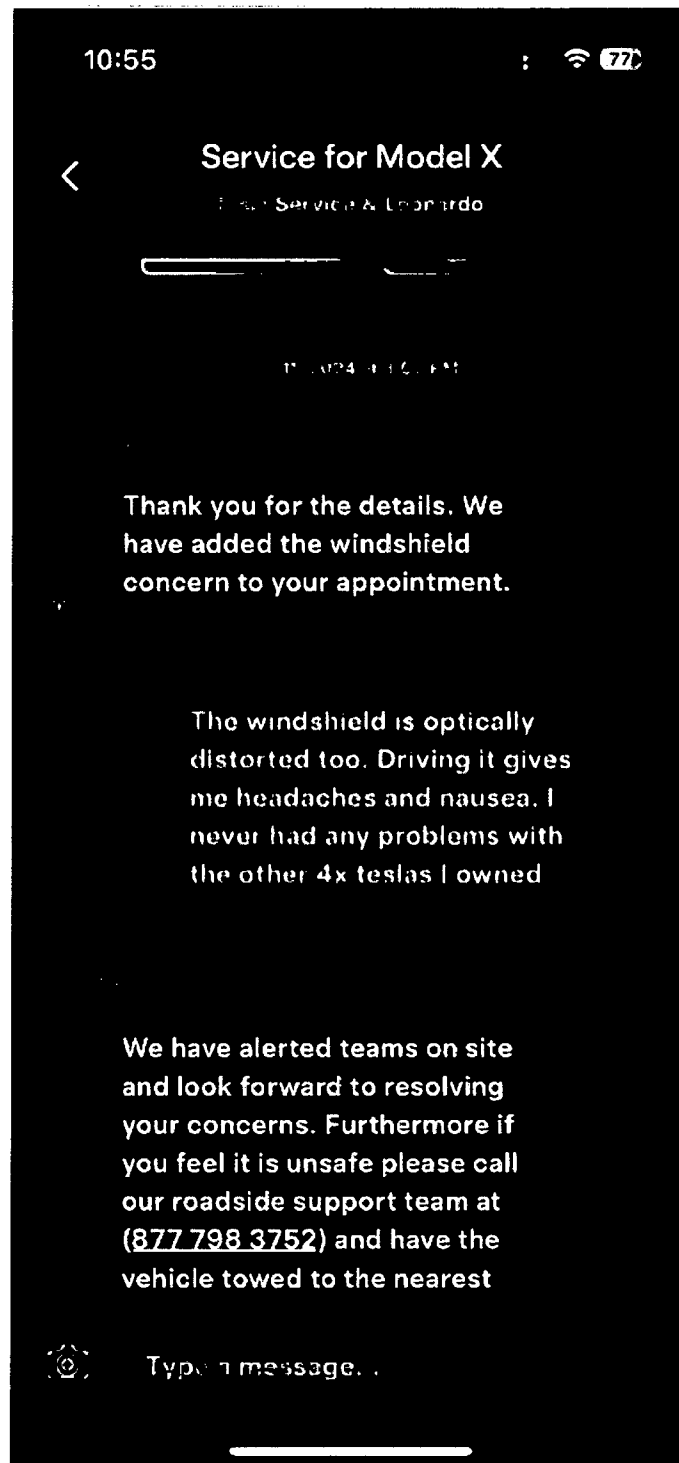
This retention copy was created on Jul 09, 2024 06:00:47 PM for Tesla, Inc..

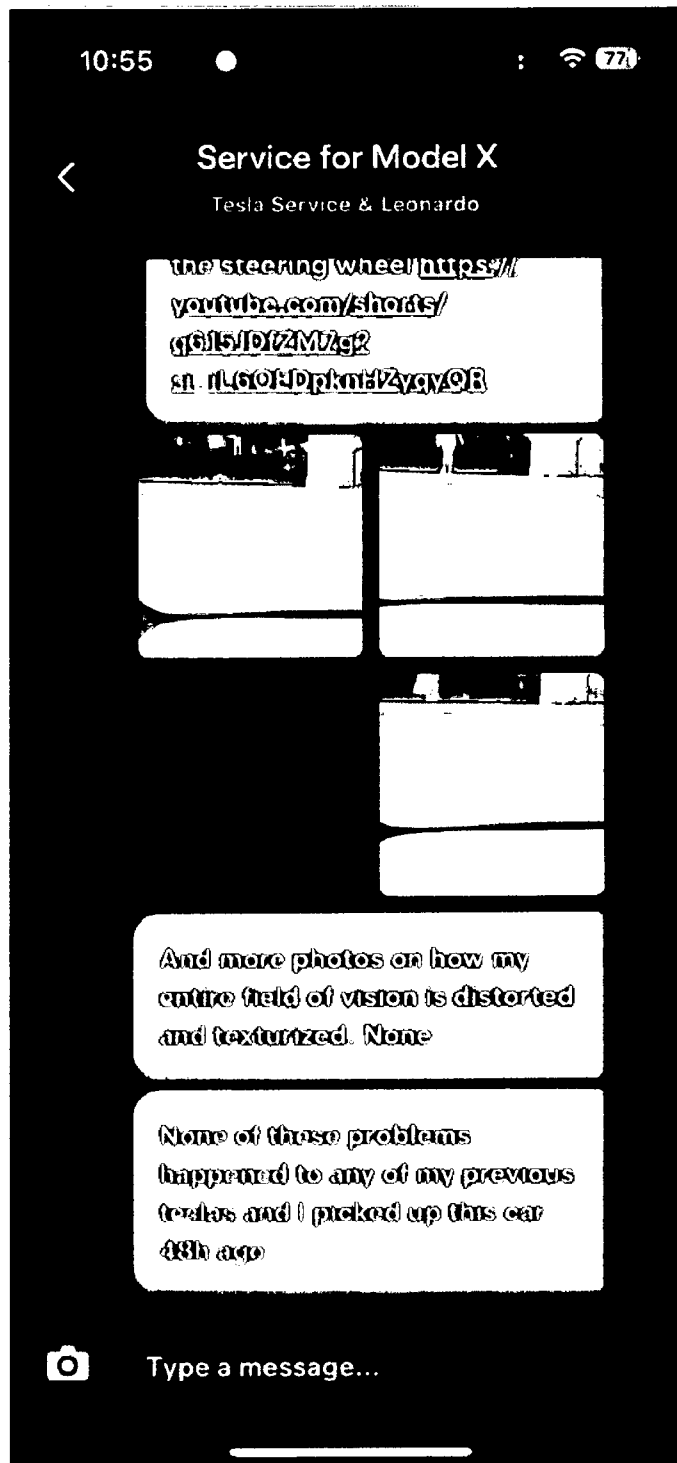
Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

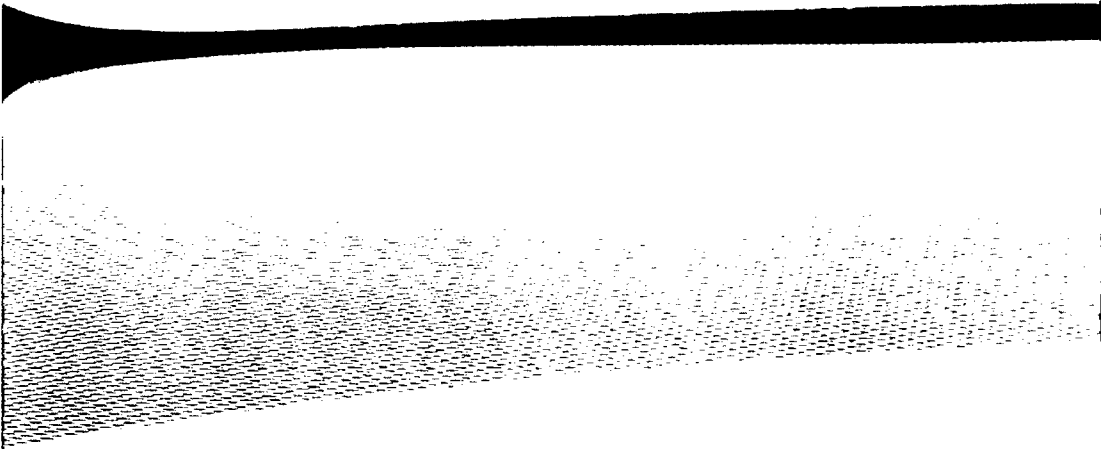


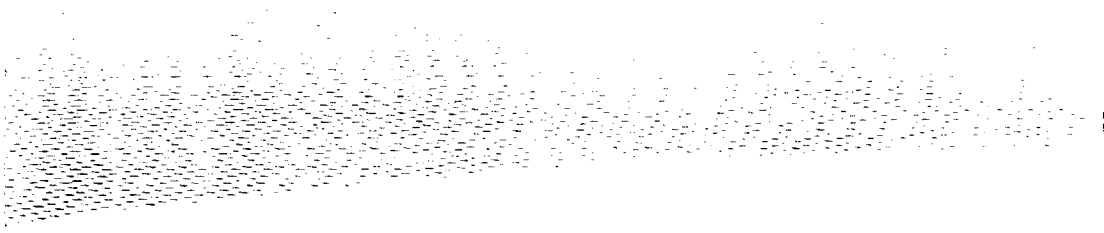
Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM



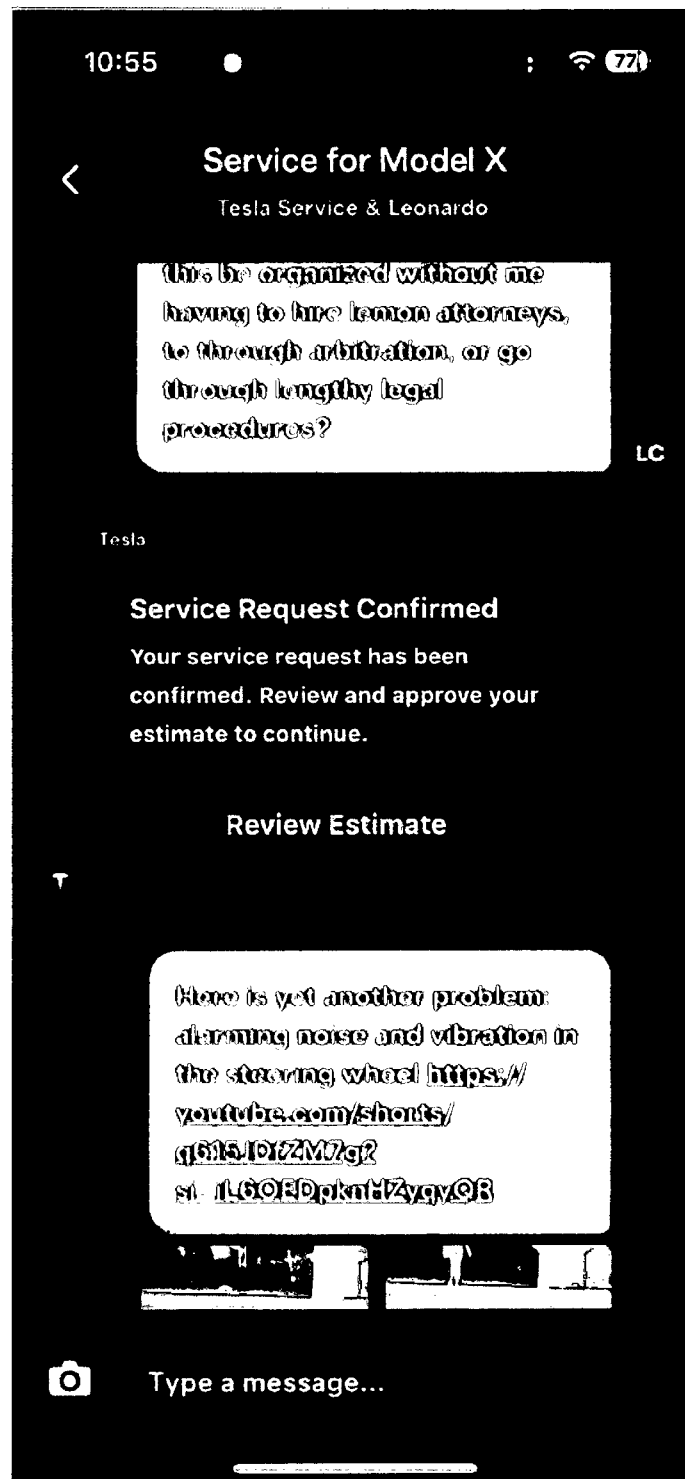






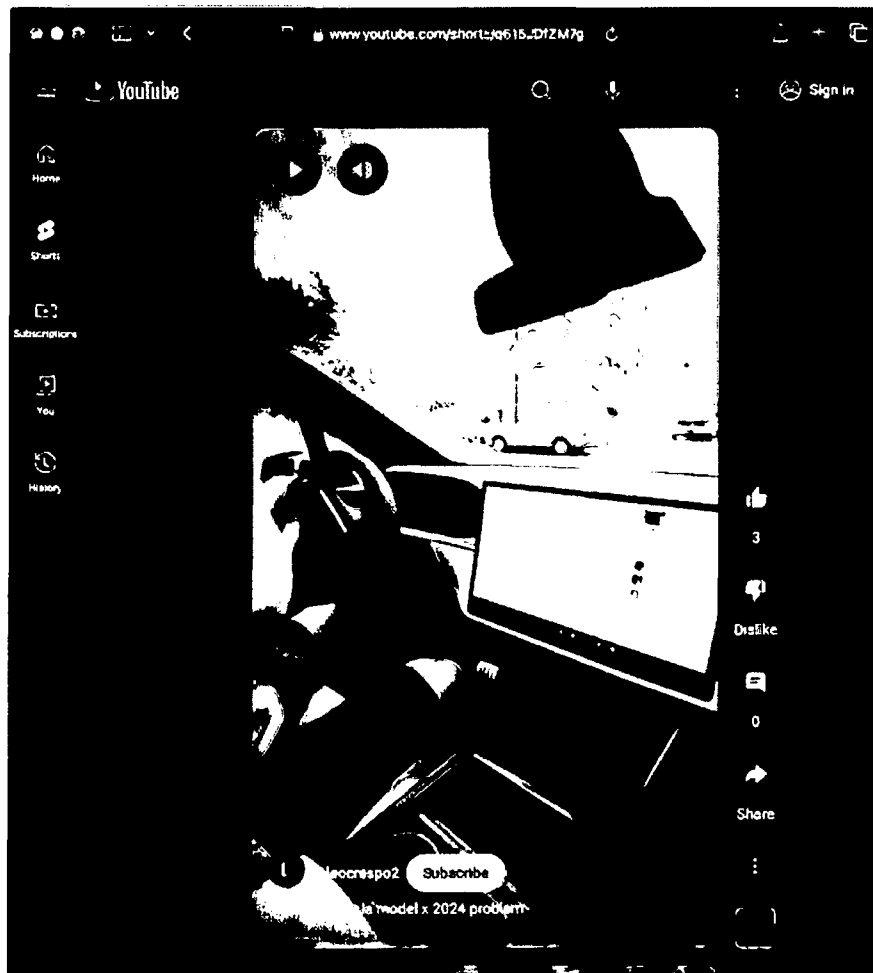


Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

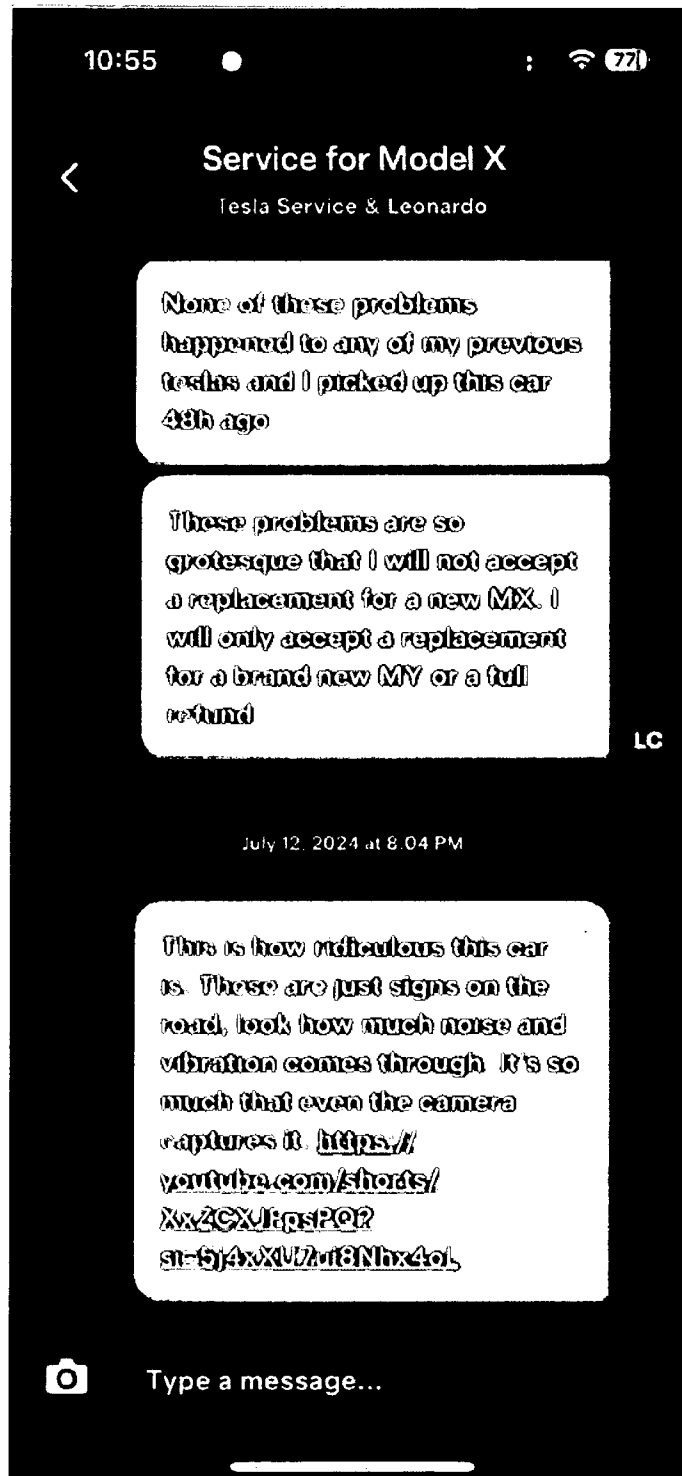


VIDEO

[youtube.com/shorts/q615JDfZM7g](https://www.youtube.com/shorts/q615JDfZM7g)



Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM



VIDEO

www.youtube.com/shorts/XkZCXJFpsPQ



Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

From: Leonardo Crespo
13536 Bernoulli Way, Palm Beach Gardens FL 33418
leo po.com 6889

To: Tesla Florida
5544 Okeechobee Blvd, West Palm Beach, FL 33417
Attn: Service Center

July 13 2024

Dear Tesla,

I am writing to request a replacement for my recently purchased Tesla Model X, acquired three days ago. This was also requested via email, SMS, and the Tesla App. As a loyal Tesla customer for 7 years, this being the fifth Tesla I have owned, I am disappointed to report significant issues that have rendered the vehicle unsafe to drive.

As you can see by my purchase history, I have owned four Teslas before: a Model X, Model 3, and two Model Ys. I have never had a more negative experience than this purchase.

Safety and Usability Concerns:

1. Suspension and Shock Absorption Issues:

- **No shock absorption, no suspension.** The vehicle lacks proper suspension or shock absorption. Every road imperfection is excessively felt through the driver's seat and steering wheel, compromising driving comfort and safety. I was told this was an issue with the tires but it definitely isn't.
- **Driving Stability:** The excessive bumpiness and vibrations impair driving stability and control, increasing the risk of accidents, especially at higher speeds or in adverse weather conditions.
- **Driver Distraction and Fatigue:** Persistent vibrations cause distraction and physical strain, leading to increased driver fatigue and reduced reaction times.
- **Handling and Maneuverability:** Impaired handling due to constant tremors negatively impacts the vehicle's ability to avoid hazards, increasing collision risks.
- **Driver and Passenger Comfort:** The discomfort extends to passengers, making the vehicle impractical for longer trips or daily commutes, contrary to the expectations for a premium vehicle.

Video of the wobbling suspension with no shock absorption going over simple road signs:
<https://youtube.com/shorts/XxZCXJFpsPQ>
(sent to the Service Center via Tesla App)

Scan the QR code to watch the video



2. **Windshield Reflection Issue:**

- **Gross windshield visibility issues:** A severe and constant visual distraction occurs due to the reflection of the speaker grille on the windshield, creating a texturized field of vision that impairs visibility. Several photos were provided to the Service Center via the Tesla App.
- **Visual Impairment:** The reflection significantly distracts and impairs my ability to see the road clearly, posing a serious safety hazard.
Driving Comfort: The issue causes eye strain and fatigue over extended periods, reducing my ability to focus on driving and impacting the vehicle's overall usability.

Photos (sent to the Service Center via Tesla App)

3. **Windshield Distortion Issue:**

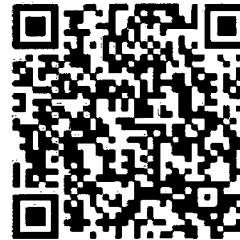
- Content viewed through the windshield appears distorted, causing nausea and headaches. This distortion affects a large area of the windshield, not just a specific spot, severely impacting visibility and comfort.
- **Visual Impairment:** The widespread distortion significantly distracts and impairs my ability to see the road clearly, increasing the risk of accidents.

4. **Steering Wheel Creaking Sound and Vibration:**

- The steering wheel emits a loud creaking noise when turned, with the crack felt through the steering wheel and the bottom of the car. This issue is more evident when maneuvering for parking but also occurs during turns.
- **Handling and Maneuverability:** The noise and vibration compromise the precision and ease of steering, especially during low-speed maneuvers, affecting the vehicle's handling and overall driving safety.

Video of the steering wheel cracking:
<https://www.youtube.com/shorts/q615JDfZM7g>
(sent to the Service Center via Tesla App)

Scan the QR code to watch the video



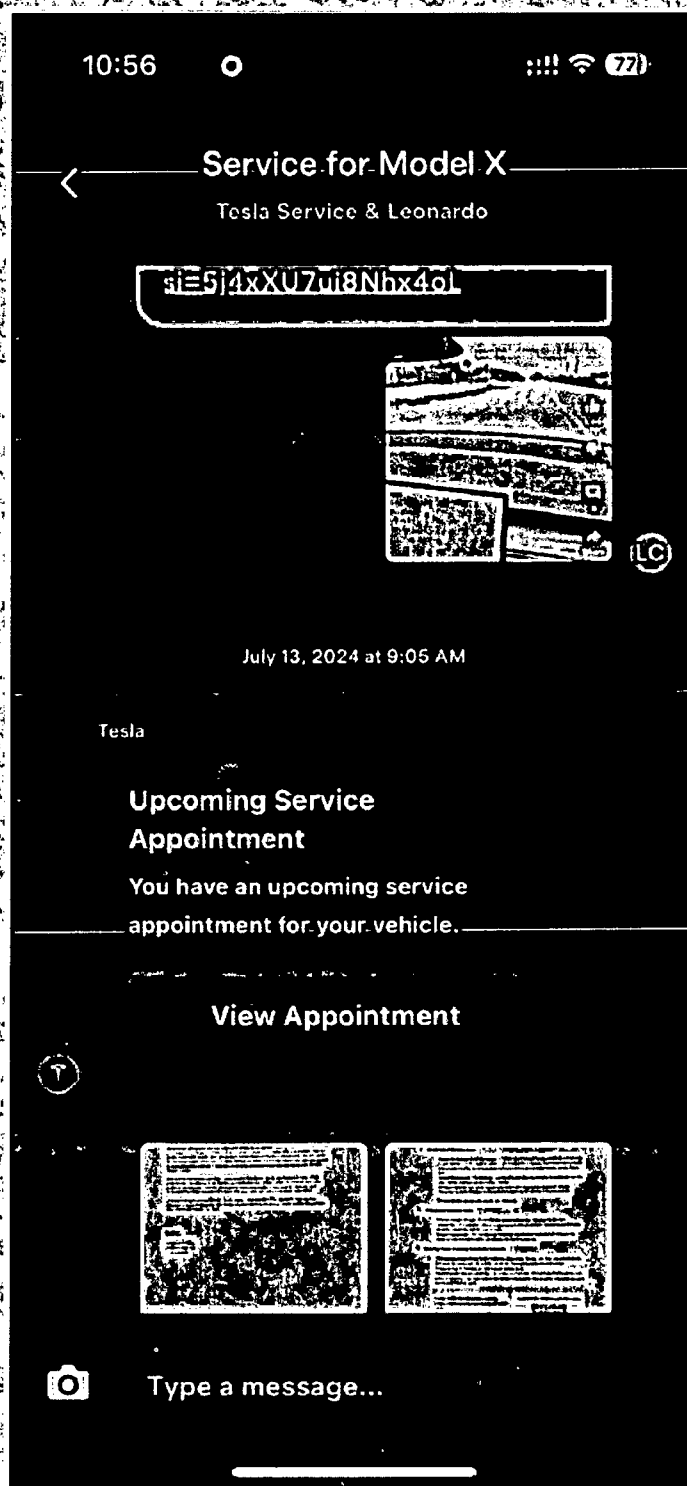
These issues constitute substantial defects (Windshield + Steering Wheel + Suspension + Shock absorption) that impair the use, value, and safety of the vehicle. Given my positive experiences with my previous four Teslas (a Model X, Model 3, and two Model Ys), I believe this is an isolated case of a poorly constructed vehicle, and I am willing to remain loyal and accept a replacement. However, given the atrocious quality of this car, I no longer believe the Model X is a viable option and **I will only accept a replacement for a Model Y because none of my previous Model Y's had any issues like this Model X does.**

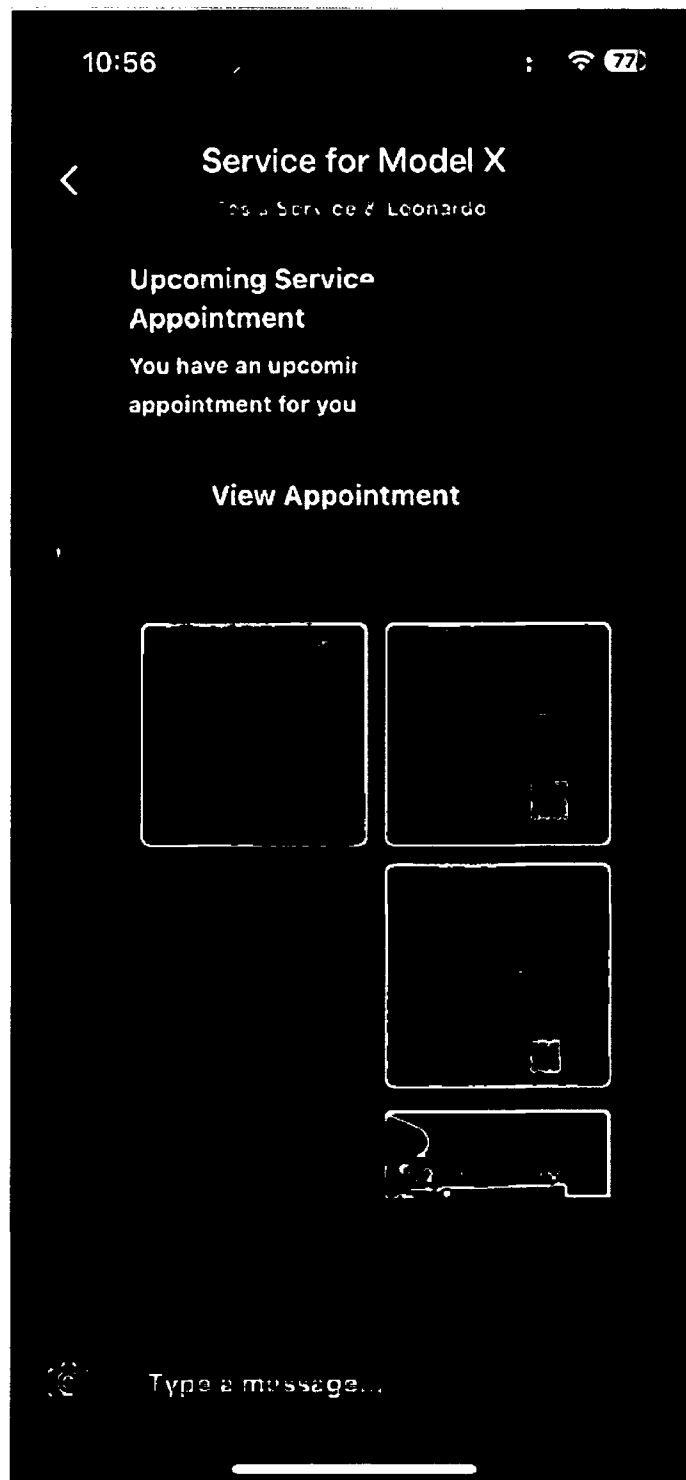
Due to the severe safety concerns, I have stopped driving the vehicle and dropped it today, which underscores the urgency of my request for a replacement or refund. I prefer to remain a loyal Tesla customer and request a smooth and uncomplicated replacement. I need a car for daily use, and I purchased this brand-new vehicle in good faith from Tesla, as I have done many times before.

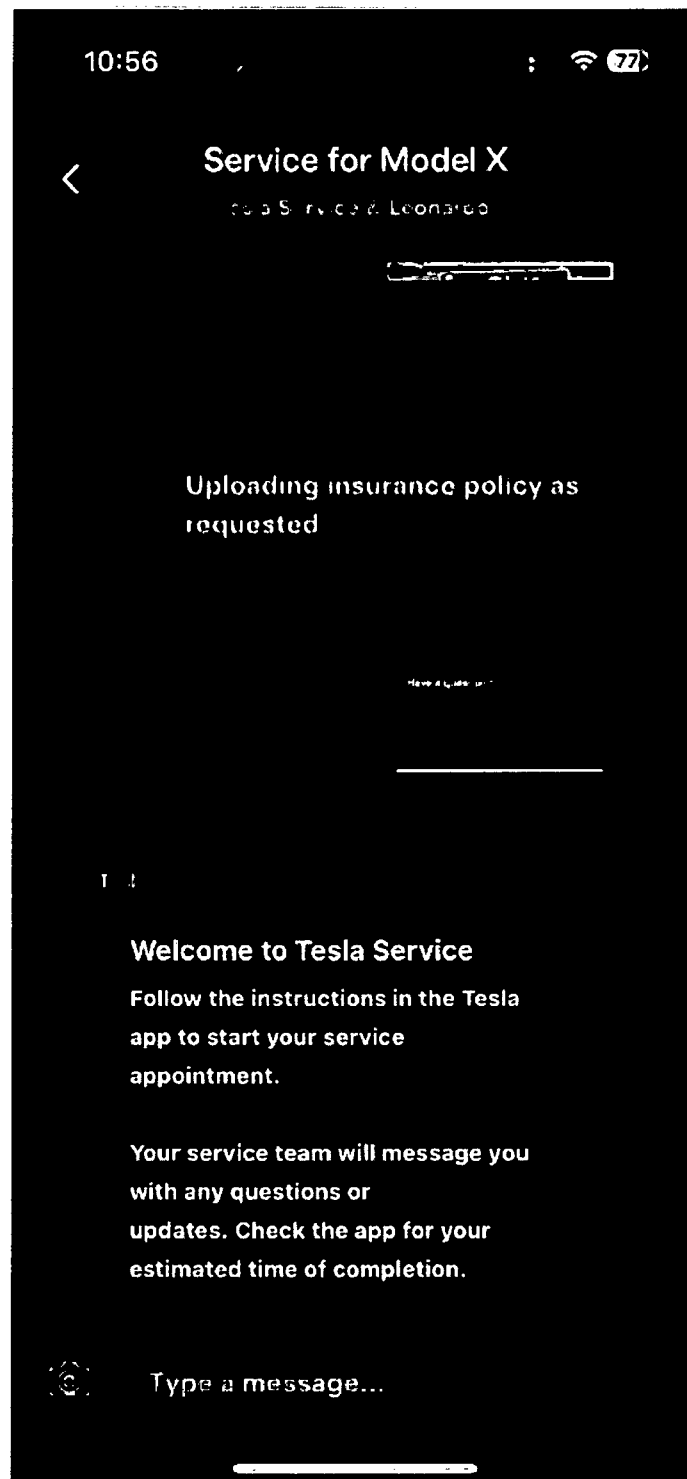
Thank you for your prompt attention to this issue. I look forward to your favorable response and resolution. I have dropped this letter along with the vehicle at the service center at 5544 Okeechobee Blvd, West Palm Beach, FL 33417

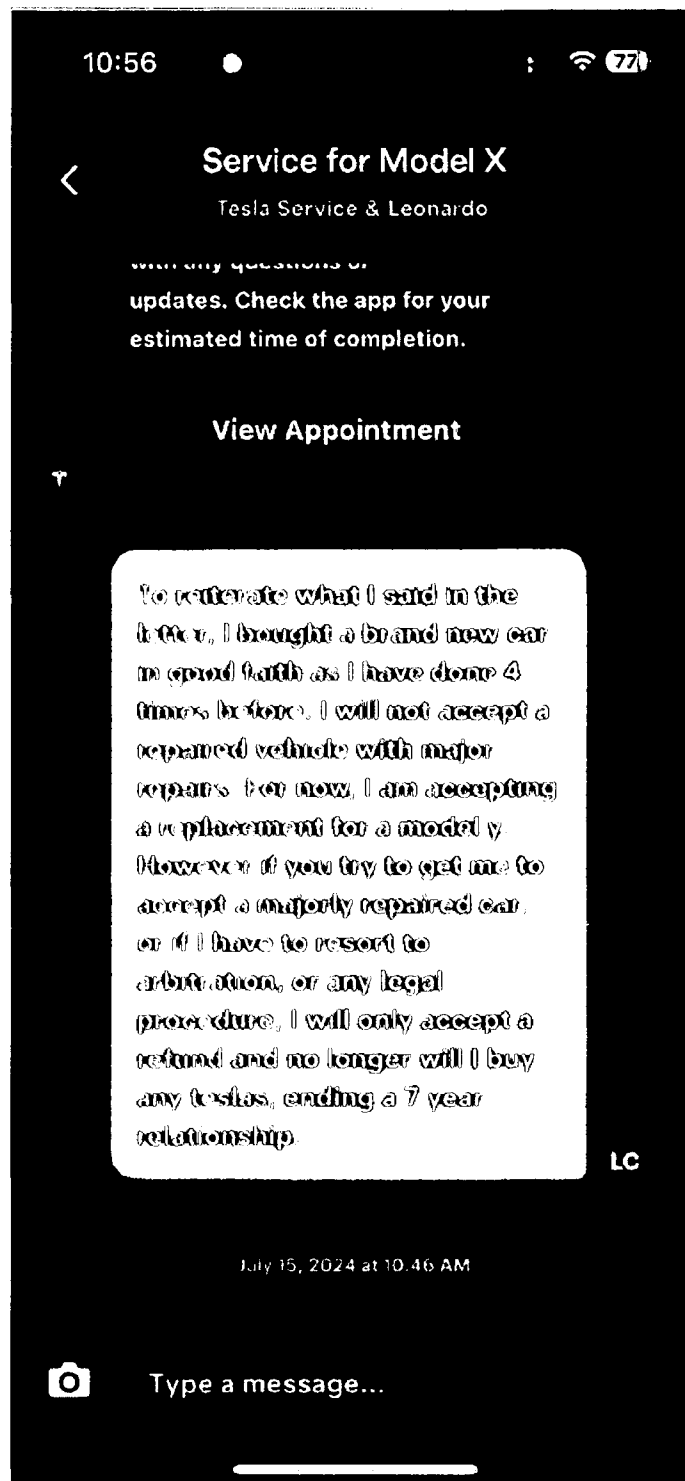
Sincerely,

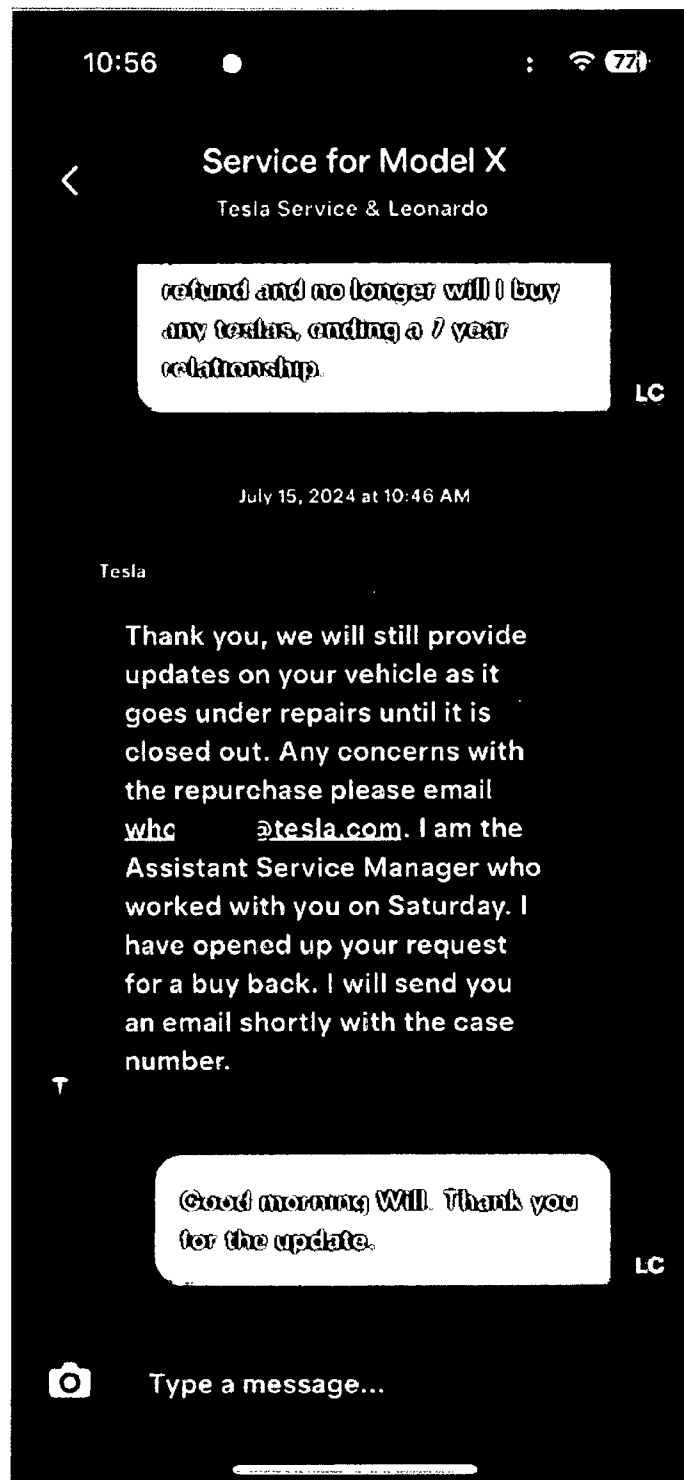
Leonardo Crespo
leo pa.com
6889











Leonardo Crespo --- 7SAXCDE54RF446932 Model X

From: **William Hoadley** | who@tesla.com

July 26 at 16:20

To: **leo@leocrespo.com** | leo spo.com

Cc: **William Hoadley** | who@tesla.com, **Steven Ortiz** | ste@tesla.com

Afternoon Mr. Crespo

Tesla has reviewed your concern and your request for a vehicle repurchase.

Tesla respectfully declines your request.

After reviewing your concern and your vehicle's service history,

Tesla has made the determination that your vehicle is not a repurchase candidate.

Sincerely,

William Hoadley

Associate Service Manager

5544 Okeechobee Blvd, West Palm Beach Florida, 33417

T. 561.841. E. who@tesla.com

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

Leonardo Crespo
13536 Bernoulli Way, Palm Beach Gardens, FL, 33418
leo po.com - 6889

To: Tesla Florida
5544 Okeechobee Blvd, West Palm Beach, FL 33417
Attn: Legal Department

July-27-2024

Notice of Revocation of Acceptance of Tesla Model X

Dear Tesla,

I am writing to formally notify you of my revocation of acceptance of the Tesla Model X, VIN 7SAXCDE54RF446932, which I purchased on July 9, 2024. Upon taking possession of the vehicle, I immediately discovered several significant defects that substantially impair the vehicle's value, safety, and usability. These defects include:

- Lack of shock absorption
- Lack of suspension
- Windshield distortions and texturizations
- Steering wheel issues

These defects were detected and reported on July 9, 10, and 11, 2024, immediately following the purchase. The severity and nature of these defects indicate a fundamental lack of quality control, and I do not feel confident that the vehicle is safe to drive.

Given these substantial impairments and ongoing safety concerns, I hereby revoke my acceptance of the Tesla Model X under the Uniform Commercial Code (UCC) as adopted in Florida, specifically Section 672.608. This statute allows for revocation of acceptance when nonconformities substantially impair the value of the goods and the acceptance was reasonably induced by the difficulty of discovery before acceptance or by the seller's assurances.

The vehicle was left on July 13 at Tesla Service Center in West Palm Beach and I will not be retrieving it due to the safety concerns mentioned. I request that Tesla immediately process the return of the vehicle and provide a full refund of the purchase price, including all associated costs and fees.

Please contact me at 6889 or leo po.com with a prompt response to this notice to resolve this matter without the need for further legal action.

Sincerely,

Leonardo Crespo

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tesla Florida
5544 Okeechobee Blvd
West Palm Beach, FL
33417



9590 9402 7106 1251 7956 84

2. Article Number (Transfer from service label)

020 3160 0001 6070 4522

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Chelsea Winick

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

TOWING NOTICE OF CLAIM OF LIEN AND PROPOSED SALE

TOWING OPERATOR:

ALPINE TOWING INC D/B/A GALACTIC TOWING
2500 E TAMARIND AVE
WEST PALM BEACH, FL 33407
561-899-0992

OTHER PARTIES WITH INTEREST IN VEHICLE:

VEHICLE OWNER MAILING 1: LEONARDO AUGUSTO R D C Q CRESPO
13536 BERNOULLI WAY, PALM BEACH GARDENS, FL 33418

LIENHOLDER MAILING 1: TD BANK NA
PO BOX 675, WILMINGTON, OH 45177-0675

INSURANCE COMPANY: PROGRESSIVE SELECT INS CO C/O SALVAGE
DEPT.
5920 LANDERBROOK DR, BOX L31A, MAYFIELD HEIGHTS, OH 44124

VEHICLE OWNER 1:

LEONARDO AUGUSTO R D C Q CRESPO
8381 NW 68TH ST
MIAMI, FL 33166-2663

YEAR 2024 MAKE TESL VIN or HIN 7SAXCDE54RF446932 LIC PLATE (If Known) RGXH74
2500 E TAMARIND AVE, WEST PALM BEACH, FL 33407
PHYSICAL STORAGE LOCATION OF TOWED VEHICLE OR VESSEL

EACH OF YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED VEHICLE OR VESSEL WAS TOWED AT THE REQUEST OF Kevin Vo- sr advisor at tesla dealership ON 08/13/2024 AND THE ABOVE NAMED TOWING-STORAGE OPERATOR IS IN POSSESSION OF AND CLAIMS A LIEN, AS PROVIDED IN SUBSECTION (2)(b) OF S. 713.78 F.S., ON THE ABOVE DESCRIBED MOTOR VEHICLE OR VESSEL FOR TOWING AND STORAGE CHARGES ACCUMULATED IN THE AMOUNT OF \$442.00 (TOTAL AMOUNT DUE).

ITEMIZED STATEMENT OF ACCRUED CHARGES (Due as of the date this notice was mailed):

TOWING CHARGES: \$142.00 RECOVERY CHARGES: \$0.00 STORAGE CHARGES: \$58.00 FOR 2 DAYS, AT \$29.00 PER DAY.
IN RELEASE ADMINISTRATIVE FEE (MAY NOT EXCEED \$250.00): \$0.00 COUNTY/MUNICIPALITY ADMINISTRATIVE FEE: \$242.00
WHEN PERMITTED, PURSUANT TO S. 713.78, STORAGE CHARGES MAY BE DUE OR CONTINUE TO ACCUMULATE AT THE RATE OF \$29.00 PER DAY.

THE LIEN CLAIMED BY THE ABOVE-NAMED TOWING-STORAGE OPERATOR IS SUBJECT TO ENFORCEMENT PURSUANT TO S. 713.78 F.S., AND UNLESS SAID VEHICLE, OR VESSEL IS REDEEMED FROM SAID TOWING-STORAGE OPERATOR BY PAYMENT AS ALLOWED BY LAW, THE ABOVE-DESCRIBED VEHICLE OR VESSEL MAY BE SOLD TO SATISFY THE LIEN. IF THE VEHICLE OR VESSEL IS NOT REDEEMED AND THAT VEHICLE OR VESSEL REMAINS UNCLAIMED, OR FOR WHICH THE CHARGES FOR RECOVERY, TOWING, OR STORAGE SERVICES REMAIN UNPAID, MAY BE SOLD FREE OF ALL PRIOR LIENS AFTER 35 DAYS IF THE VEHICLE OR VESSEL IS AN OLDER MODEL VEHICLE (MORE THAN 3 MODEL YEARS OLD) AND AFTER 57 DAYS IF THE VEHICLE OR VESSEL IS A NEWER MODEL VEHICLE (3 MODEL YEARS OLD OR LESS). THE OWNER, LIENHOLDER, OR INSURANCE COMPANY, IF ANY, HAS THE RIGHT TO A HEARING AS SET FORTH IN SUBSECTION (5) OF S. 713.78 F.S. THE ABOVE DESIGNATED TOWING-STORAGE OPERATOR PROPOSES TO SELL THE VEHICLE OR VESSEL AS FOLLOWS:

PUBLIC SALE TO BE HELD AT 3500 N.W. 67TH STREET, MIAMI, FL 33147
COMMENCING AT 9:00 AM ON THE 16TH DAY OF OCTOBER, 2024

STATEMENT OF OWNERS RIGHTS

NOTICE THAT THE VEHICLE OR VESSEL OWNER, LIENHOLDER, OR INSURANCE COMPANY INSURING THE VEHICLE OR VESSEL, MAY INITIATE JUDICIAL PROCEEDINGS IN THE COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE VEHICLE OR VESSEL IS STORED TO DETERMINE WHETHER THE VEHICLE OR VESSEL WAS WRONGFULLY TAKEN OR WITHHELD OR WHETHER FEES WERE WRONGFULLY CHARGED.

NOTICE THAT, REGARDLESS OF WHETHER JUDICIAL PROCEEDINGS HAVE BEEN INITIATED, AT ANY TIME BEFORE THE SALE OF THE VEHICLE OR VESSEL, THE VEHICLE OR VESSEL OWNER, LIENHOLDER, OR INSURANCE COMPANY MAY HAVE THEIR VEHICLE OR VESSEL RELEASED UPON POSTING WITH THE COURT IN THE COUNTY IN WHICH THE VEHICLE OR VESSEL IS HELD A CASH OR SURETY BOND OR OTHER ADEQUATE SECURITY EQUAL TO THE AMOUNT OF THE ACCRUED CHARGES SET FORTH IN THIS NOTICE OF LIEN, PLUS ACCRUED STORAGE CHARGES AT THE TIME OF RELEASE OF THE VEHICLE OR VESSEL IF ANY, TO ENSURE THE PAYMENT OF SUCH CHARGES IN THE EVENT A COURT DETERMINES THAT THE VEHICLE OR VESSEL WAS NOT WRONGFULLY TAKEN OR WITHHELD OR FEES WERE NOT WRONGFULLY CHARGED.

NOTICE THAT THE VEHICLE OR VESSEL OWNER, LIENHOLDER, OR INSURANCE COMPANY MAY NOT BE REQUIRED TO INITIATE JUDICIAL PROCEEDINGS IN ORDER TO POST THE BOND IN THE REGISTRY OF THE COURT AND NOT REQUIRED TO USE A PARTICULAR FORM FOR POSTING THE BOND UNLESS THE CLERK PROVIDES SUCH FORM.

NOTICE THAT ANY PROCEEDS FROM THE SALE OF THE VEHICLE OR VESSEL REMAINING AFTER PAYMENT OF THE AMOUNT DUE FOR REASONABLE TOWING AND STORAGE CHARGES AND COST OF THE SALE TO THE TOWING-STORAGE OPERATOR MUST BE DEPOSITED WITH THE CLERK OF THE CIRCUIT COURT FOR DISPOSITION IF CLAIMED BY THE OWNER OR LIENHOLDER AS PROVIDED IN SUBSECTION (6) OF S. 713.78, F.S.

NOTES: THE 35- OR 57-DAY TIME FRAME THAT THE MOTOR VEHICLE OR VESSEL MUST BE HELD AFTER THE TOW DATE SHOULD NOT INCLUDE THE DAY OF TOWING AND STORAGE, OR THE DATE OF THE SALE. FAILURE OF THE TOWING-STORAGE OPERATOR TO MAKE GOOD FAITH EFFORTS TO COMPLY WITH NOTICE REQUIREMENTS PRECLUDES CHARGING ANY STORAGE. FAILURE TO PROVIDE THE NOTICE IN ACCORDANCE WITH S. 713.78(4), INCLUDING THE REQUIREMENT TO SEND THE NOTICES WITHIN 5 DAYS NOT INCLUDING SATURDAY, SUNDAY, OR FEDERAL HOLIDAYS, LIMITS THE STORAGE CHARGES TO ONLY 5 DAYS. NO NOTICE OF LIEN MAY BE SENT LESS THAN 30 DAYS BEFORE THE SALE ON A VEHICLE OR VESSEL THAT IS AN OLDER MODEL VEHICLE OR LESS THAN 52 DAYS ON A VEHICLE OR VESSEL THAT IS A NEWER MODEL VEHICLE. THE TOWING-STORAGE OPERATOR MUST PUBLISH A NOTICE OF SALE AT LEAST 20 DAYS BEFORE THE DATE OF SALE ON THE PUBLICLY AVAILABLE WEBSITE MAINTAINED BY AN APPROVED THIRD-PARTY SERVICE.

DATED THIS 14TH DAY OF AUGUST, 2024

TOWING COMPANY OR TRANSPORT COMPANY

FLAVIA N GARCIA

(SIGNATURE OF LIENOR OR AUTHORIZED AGENT'S NAME)

ALPINE311526-WPB

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM

leocrespo

Leonardo Crespo <leo po.com>

TD Auto Finance Payment Processed

DoNotReply@billmatrix.com <DoNotReply@billmatrix.com>
To: "LEO PO.COM" <LE po.com>

Thu, Sep 5, 2024 at 12:15 PM

Dear TD Auto Finance Customer,

Your one-time payment made on 09/05/2024 11:44:25 AM ET of \$1591.00 was successfully processed for account ending in [REDACTED]

Here are the details of the payment:

Confirmation Number: 1987526880
Payment Amount: \$1591.00

The payment was funded from the following payment account:

Card Number ending in: [REDACTED]

Please save this confirmation for future reference.

If you have any questions regarding this transaction, please contact TD Auto Finance toll-free at 1-800-556-8172.

Thank you,
TD Auto Finance

Please do not reply to this message. Replies to this address are routed to an unmonitored mail box.

TD Auto Finance
27777 Inkster Rd.
Farmington Hills, MI 48334

TD Auto Finance is a division of TD Bank, N.A.
® The TD logo and other trademarks are the property of the Toronto-Dominion Bank or its subsidiaries.



TD Auto Finance

[Find a Dealer](#)[About us](#)

EN

LEONARDO

[Dashboard](#)[Account Summary](#)[Make a Payment](#)[Account Options](#)

Principal Balance

\$68,003.44

2024 TESLA MODEL X (X0323)

Amount Due

\$1,163.15

Payment Due Date

10/23/2024[Make A Payment](#)[Enable Automatic Payments](#)[Payoff Quote](#)[Activity](#)[Details](#)[Statements & Documents](#)

From

To

[Select start date](#)[Select end date](#)

	Date	Amount	Payment Type	Status	Actions
	Sep 23, 2024	\$1,163.15	PAYMENT	Completed	
	Sep 5, 2024	\$1,591.00	PAYMENT	Completed	
	Sep 5, 2024	-\$1,591.00	PAYMENT ADJUSTMENT	Completed	
	Sep 5, 2024	\$1,591.00	FEE PAYMENT	Completed	
	Aug 30, 2024	-\$1,591.00	FEE ASSESSMENT	Completed	
	Aug 19, 2024	\$1,163.15	PAYMENT	Completed	

Pay your bill your way

When it comes to paying your auto account, you have options.

- **One-time payments** - Schedule a payment for your amount due or principal up to a month away from today's date.
- **Recurring payments** - Set up a series of payments that repeat bi-weekly (the same weekday every two weeks) or monthly (the same day of every month).

Status type

Easily track the status of past, current, and future transactions.

- **Pending** - Payments waiting to be processed within the next 30 days.
- **Completed** - All transactions that have been posted to your account.
- **Canceled** - Any payment that you canceled or was unable to be processed and therefore unpaid.

Need to talk to us directly? Contact us >

1-800-955-5767 (toll-free) • 1-800-955-5767 (toll-free) • 1-800-955-5767 (toll-free)

© 2024 TD Bank Group. All rights reserved.

Filing # 207803548 E-Filed 09/27/2024 11:53:38 AM



Tesla Florida
 5544 Okeechobee Boulevard
 West Palm Beach, FL, US 33417-4436
 Ph.: 561.841.9281

Paid

Invoice

SERVICE DEPARTMENT HOURS
 Mon-Fri 8am-6pm
 Saturday-Sunday Sat 8am-4pm, Sun Appt only

M.V.R.T.# MV102734
 E.P.A.ID# FLR000208702

Invoice date	Invoice number
19-Jul-2024	3000S0010615155
Due Date	
19-Jul-2024	
Date/Time Received	Date/Time Promised
13-Jul-2024 15:46:52	20-Jul-2024 17:15:54
Odometer In	Odometer Out
258 Miles	267 Miles
Ready Date	
19-Jul-2024 18:10:41	
Service Advisor	Intended Method of Payment
William Hoadley	u25A1 Cash u25A1 Credit card u25A1 Check u25A1 No charge

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Leonardo Crespo			7SAXCDE54RF446932
Year	Model	License Plate Number	Colour
2024	MODEL X		Ultra Red Paint

Job Number	Description Of Work	Amount (USD)				
1	<p>Concern: Customer states: Every road imperfection is excessively felt through the drivers seat and steering wheel . also vibration feel throughout vehicle Any speed</p> <p>Repair Notes: Diagnosed and Replaced LH Front Halfshaft Assembly. Replaced RH Front Halfshaft Assembly. Vibration caused by damage front halfshafts, both front halfshafts replaced</p> <p>Correction: Front Suspension Noise Diagnosis</p> <p>Correction: Rebalance 4 Tires (Road Force)</p> <p>Pay Type: Rectification</p>	0.00				
2	<p>Concern: Customer states: Every road imperfection is excessively felt through the drivers seat and steering wheel . also vibration feel throughout vehicle Any speed</p> <p>Repair Notes: Diagnosed and Replaced LH Front Halfshaft Assembly. Replaced RH Front Halfshaft Assembly. Vibration caused by damage front halfshafts, both front halfshafts replaced</p> <p>Correction: Halfshaft - Front Drive Unit - LH (Remove & Replace) - Remove and Replace</p> <p>Parts Replaced or Added</p> <table><thead><tr><th>Part</th><th>Quantity</th></tr></thead><tbody><tr><td>HALFSHAFT ASSY, FR, LEFT HAND(1420113-</td><td>1.00</td></tr></tbody></table>	Part	Quantity	HALFSHAFT ASSY, FR, LEFT HAND(1420113-	1.00	0.00
Part	Quantity					
HALFSHAFT ASSY, FR, LEFT HAND(1420113-	1.00					

	<p>00-B) NUT HF M24X1.5 [8.8] 1.00 ZNFL-W(1020297-00-A) WASHER SAFETY 2.00 M24X39(1020296-00-B)</p> <p>Correction: Halfshaft - Front Drive Unit - RH (Remove & Replace) - Remove and Replace</p> <p>Parts Replaced or Added</p> <table><tr><th>Part</th><th>Quantity</th></tr><tr><td>HALFSHAFT ASSY, FR, RIGHT HAND(1420119-00-B)</td><td>1.00</td></tr><tr><td>NUT HF M24X1.5 [8.8]</td><td>1.00</td></tr><tr><td>ZNFL-W(1020297-00-A)</td><td>1.00</td></tr><tr><td>WASHER SAFETY M24X39(1020296-00-B)</td><td>1.00</td></tr></table> <p>Pay Type: Basic Vehicle Limited Warranty</p>	Part	Quantity	HALFSHAFT ASSY, FR, RIGHT HAND(1420119-00-B)	1.00	NUT HF M24X1.5 [8.8]	1.00	ZNFL-W(1020297-00-A)	1.00	WASHER SAFETY M24X39(1020296-00-B)	1.00	
Part	Quantity											
HALFSHAFT ASSY, FR, RIGHT HAND(1420119-00-B)	1.00											
NUT HF M24X1.5 [8.8]	1.00											
ZNFL-W(1020297-00-A)	1.00											
WASHER SAFETY M24X39(1020296-00-B)	1.00											
3	<p>Concern: Check tire pressure and condition</p> <p>Repair Notes: Automated Tire Pressure Check (No Adjustment Needed).</p> <p>Correction: Automated Tire Pressure Check (No Adjustment Needed)</p> <p>Pay Type: Goodwill - Service</p>	0.00										
4	<p>Concern: Customer states: There is also a problem with the windshield. The entire field of vision is texturized because of the reflection of the speakers grill. Glass looks textured and distorted. Driving the car gives me headaches. This problem is also major.</p> <p>Repair Notes: Replaced Windshield (Vehicles with 2nd Generation or Later Autopilot Hardware).</p> <p>Correction: Windshield (Remove & Replace) - Remove and Replace</p> <p>Parts Replaced or Added</p> <table><tr><th>Part</th><th>Quantity</th></tr><tr><td>WINDSHIELD ASSEMBLY(1810156-99-E)</td><td>1.00</td></tr><tr><td>BETAPRIME - 10 MILILITER BOTTLE(1059658-00-A)</td><td>1.00</td></tr><tr><td>SEALANT - BETASEAL EXPRESS - 400 MILILITER BOTTLE(1048645-00-A)</td><td>2.00</td></tr></table> <p>Pay Type: Rectification</p>	Part	Quantity	WINDSHIELD ASSEMBLY(1810156-99-E)	1.00	BETAPRIME - 10 MILILITER BOTTLE(1059658-00-A)	1.00	SEALANT - BETASEAL EXPRESS - 400 MILILITER BOTTLE(1048645-00-A)	2.00	0.00		
Part	Quantity											
WINDSHIELD ASSEMBLY(1810156-99-E)	1.00											
BETAPRIME - 10 MILILITER BOTTLE(1059658-00-A)	1.00											
SEALANT - BETASEAL EXPRESS - 400 MILILITER BOTTLE(1048645-00-A)	2.00											

5	<p>Concern: Customer states when turning the steering wheel left and right hear a noise creaking noise from the steering wheel down to the accelerator</p> <p>Repair Notes: Metal plate under front aeroshield removed, and cleaned. Foam tape installed between metal parts</p> <p>Correction: Front Suspension Noise Diagnosis</p> <p>Correction: Perform Post-Repair Validation Test Drive</p> <p>Pay Type: Rectification</p>	0.00										
6	<p>Concern: Customer provided keys placed in the vehicle glove box</p> <p>Repair Notes: .</p> <table><tr><td>Correction: NO LABOR PERFORMED</td><td>Labor Hours</td><td>Price</td><td>Adjustment</td><td>Subtotal</td></tr><tr><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td></tr></table> <p>Pay Type: Customer Pay</p> <p>Total Parts Amount 0.00 Total Labor Amount 0.00 Labor Hours 0.00</p>	Correction: NO LABOR PERFORMED	Labor Hours	Price	Adjustment	Subtotal		0.00	0.00	0.00	0.00	0.00
Correction: NO LABOR PERFORMED	Labor Hours	Price	Adjustment	Subtotal								
	0.00	0.00	0.00	0.00								

Service Center hourly rate: USD 305

Notes: To assess your vehicle's Tire Wear and Condition, please see the Tire Care and Maintenance section from the digital Owner's Manual in your car.

All parts are new unless otherwise specified.

Accepted Payment Methods: Major Credit Cards (Visa, Mastercard, AMEX, etc.), Debit Card, Cashier's Check

You agree that: You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed (1) any price limited estimate or (2) any parts and labor estimate by more than 10%. Additional repairs may not be performed without your consent. This estimated price for authorized repairs will be honored if your vehicle is delivered to Tesla's facility within the time period agreed to by you and Tesla. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified. Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00
Amount Due From Customer (USD)	0.00
Paid by Customer (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service

agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade-in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature: _____

Date: _____

FullName: _____

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

___ I REQUEST A WRITTEN ESTIMATE.

___ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

___ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: _____ DATE: _____

You further agree and acknowledge that:

- You have the right to inspect your vehicle on Tesla premises prior to payment.
- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
- Tesla personnel will turn off any photo or video capturing devices, such as dashboard cameras, once they receive the vehicle in preparation for service and your vehicle's Tesla dash cam will be enabled when you pick up your Tesla from this Service visit;
- Labor charges are not based solely on actual service personnel's time but are aggregate prices for specific services or repairs, which may include flat rates based on industry manuals and vehicle condition;
- Waste storage and disposal fees are charged separately when applicable to specific services or repairs, and represent costs and profits to Tesla which are calculated based on average annualized costs across Tesla service facilities;
- Items purchased over the counter or online directly from Tesla may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied);
- Tesla-branded parts purchased directly from Tesla over-the-counter, online or purchased and installed by Tesla Service are covered under the Tesla Parts, Body, and Paint Repair Limited Warranty for a period of 12 months subject to the applicable terms, conditions and exclusions and available at <https://www.tesla.com/support/vehicle-warranty>;
- All charges for repairs, including labor, parts and materials furnished, are due and payable simultaneously with the return of your vehicle or prior to return upon the expiration of three (3) working days after notice has been sent by Tesla that the vehicle is ready;
- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
- The repair work may not be completed prior to the date and time noted under Date/Time Promised and Tesla may adjust the estimated completion date upon notification to you and is not responsible for any delays caused by the unavailability of parts or parts shipments; and
- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.



BILLING & PAYMENT OPTIONS

Paperless Statement: The Green! Sign up for Paperless Statements at TDAutoFinance.com and get e-mail reminders when your new Statements are ready to view.

Online Payments: We make it easy with so many ways to pay! Explore online payment options like one time, recurring, or principal only payments at TDAutoFinance.com

Automatic Payments: A convenient way to pay! Have payments automatically debited from your checking account every month on your due date.

Pay by Mail: Mail a check or money order with a payment coupon in the envelope included in your monthly billing statement. While your payment may be processed the same day it is received, please allow up to 7-10 business days for receipt of funds and processing of your payment.

Pay by Phone: To make a payment over the phone, call us at 1-800-556-8172.

REGISTER FOR ONLINE ACCESS AT**TDAUTOFINANCE.COM**

- Make payments on your account and view payment history
- Enroll in Paperless Statements to receive e-mail alerts when your statement is ready to view
- Update your address and contact information
- Request a payoff quote and schedule your payment
- Automatic Payment Enrollment
- Contact Us using the Secure Message Center to safely and securely ask questions

IMPORTANT LEGAL DISCLOSURES

Check Processing: When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. When we process your check payment as an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. The conversion of your check to an electronic fund transfer allows us to more efficiently and accurately process your payment and update your TD Auto Finance account.

Payoff Amount: Your actual payoff amount is governed by and calculated under the terms of your contract and may differ from the payoff amount provided on this statement. If you would like to pay off your vehicle, please call us at the toll free number printed on the front of this statement and we will provide you with an up-to-date payoff amount and instructions to expedite the payoff process. You can also receive a payoff quote online at TDAutoFinance.com. Explore your payoff options or schedule your payment online.

Telephone Communication Regarding Your Account: Please be aware that by providing TD Auto Finance or TD Bank, N.A. with a telephone number or confirming that TD Auto Finance or TD Bank, N.A. may call you at a telephone number, you are consenting to be contacted at that number. Such contact may include unsolicited and pre-recorded message calls as well as text messages, if applicable. Please note that calls to us or from us may be recorded or monitored for quality assurance and training purposes.

ADDITIONAL INFORMATION

If your address, home phone number or work phone number changes, please visit tdautofinance.com or notify us using this form and mail it with your remittance. Please be advised that funds received will first be applied to the total outstanding amount due including fees.

Payments that Exceed the Amount Due: If you paid more than the total amount due, any amounts paid that exceed the total amount due as of the date of your payment is received will automatically be applied toward your next scheduled payment(s) and future billing statement(s) will reflect a lower amount or \$0 due for the scheduled payment. If you want amounts paid that exceed the total amount due to reduce the principal, you need to continue to make your regular monthly payment.

☐ I have a new address and/or phone number(s) below:

New Billing Address	<div style="border: 1px solid black; height: 15px;"></div>																					
	Number										Street										Apt #	
	<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>	
	City										State		Zip									
	<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>		<div style="border: 1px solid black; height: 15px;"></div>									
Home	<div style="border: 1px solid black; height: 15px;"></div>										Work											
	<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>											
Cell	<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>											
	<div style="border: 1px solid black; height: 15px;"></div>										<div style="border: 1px solid black; height: 15px;"></div>											

TDAI-R 023



TD Auto Finance

[Find a Dealer](#)[About us](#)

EN

LEONARDO

[Dashboard](#)[Account Summary](#)[Make a Payment](#)[Account Options](#)

Principal Balance

\$68,003.44

2024 TESLA MODEL X (X0323)

Amount Due

\$1,163.15

Payment Due Date

10/23/2024[Make A Payment](#)[Enable Automatic Payments](#)[Payoff Quote](#)[Activity](#)[Data's](#)[Statements & Documents](#)

From

9/1/2024

To

9/23/2024



	Date	Amount	Payment Type	Status	Actions
	Sep 23, 2024	\$1,163.15	PAYMENT	Completed	
	Sep 5, 2024	\$1,591.00	PAYMENT	Completed	
	Sep 5, 2024	-\$1,591.00	PAYMENT ADJUSTMENT	Completed	
	Sep 5, 2024	\$1,591.00	FEE PAYMENT	Completed	
	Aug 30, 2024	-\$1,591.00	FEE ASSESSMENT	Completed	
	Aug 19, 2024	\$1,163.15	PAYMENT	Completed	

Pay your bill your way

When it comes to paying your auto account, you have options.

- **One-time payments** - Schedule a payment for your amount due or principal up to a month away from today's date.
- **Recurring payments** - Set up a series of payments that repeat bi-weekly (the same weekday every two weeks) or monthly (the same day of every month).

Status type

Easily track the status of past, current, and future transactions.

- **Pending** - Payments waiting to be processed within the next 30 days.
- **Completed** - All transactions that have been posted to your account.
- **Canceled** - Any payment that you canceled or was unable to be processed and therefore unpaid.

[Need to talk to us directly? Contact us >](#)

[Help](#)
[Contact Us](#)
[Feedback](#)
[Privacy Policy](#)
[Terms of Use](#)
[Accessibility](#)

[Account](#)
[Tools](#)
[Help](#)
[Feedback](#)

Your Payment was Received

From: **TDAutoFinance.com** | no td.com
To: leo po.com

August 19 at 16:27

Your Payment was Received

Dear LEONARDO CRESPO,

This e-mail serves as confirmation that your scheduled online payment in the amount of \$1,163.15 has been processed. Please review your payment details below:

Payment details:

Account Number: [REDACTED]

Confirmation #: 200000010083012072

Payment Date: 08/19/2024

Payment Amount: \$1,163.15

Have questions? You can contact Customer Service at **1-800-556-8172**.

Thank you for being a valued TD Auto Finance customer.

[Terms of Use](#) [Careers](#) [Security](#) [Privacy](#) [California Privacy](#) [About us](#) [Accessibility](#) [Site Map](#) [Help](#)

***** PLEASE DON'T REPLY TO THIS E-MAIL. THIS E-MAIL ACCOUNT ISN'T MONITORED AND YOU WON'T GET A RESPONSE *****

TD Auto Finance is a division of TD Bank, N.A.

© The TD Logo and other trademarks are the property of the Toronto-Dominion Bank or its subsidiaries.

Your Payment was Received

From: **TDAutoFinance.com** | no td.com

September 23 at 15:53

To: **leo po.com**

Your Payment was Received

Dear LEONARDO CRESPO,

This e-mail serves as confirmation that your scheduled online payment in the amount of \$1,163.15 has been processed. Please review your payment details below:

Payment details:

Account Number: [REDACTED]

Confirmation #: 200000010083475116

Payment Date: 09/22/2024

Payment Amount: \$1,163.15

Have questions? You can contact Customer Service at **1-800-556-8172**.

Thank you for being a valued TD Auto Finance customer.

[Terms of Use](#) [Careers](#) [Security](#) [Privacy](#) [California Privacy](#) [About Us](#) [Accessibility](#) [Site Map](#) [Help](#)

***** PLEASE DON'T REPLY TO THIS E-MAIL. THIS E-MAIL ACCOUNT ISN'T MONITORED AND YOU WON'T GET A RESPONSE *****

TD Auto Finance is a division of TD Bank, N.A.

® The TD Logo and other trademarks are the property of the Toronto-Dominion Bank or its subsidiaries.
