



June 9, 2022

Sent via email and via certified mail

Car Dealership Company
c/o General Manager
1234 Car Dealer St.
West Valley City, Utah 84120
(801) 234-5678
email@email.com

Re: 2021 Honda Civic Hatchback Sport (Manual) Sold to Good Client on February 15, 2022.

Dear General Manager,

This firm represents Good Client (“**Mr. Client**”), and has been retained to address damages resulting from undisclosed defects in the 2021 Honda Civic Hatchback Sport Manual (VIN number 123456789ABCDEFGH; hereinafter referred to as the “**Vehicle**”) that Mr. Client purchased from Car Dealership Company (hereinafter referred to as “**Dealer**”) on February 15, 2022. This letter constitutes a confidential and inadmissible settlement communication.

This case demonstrates clear liability on the part of Dealer, and Mr. Client is seeking **\$5,000.00** in pre-litigation compensation from Dealer to resolve this matter. On February 15, 2022, at approximately 5:00 p.m., Dealer sold the Vehicle to Mr. Client while knowing (or while they *should* have known) that the clutch and clutch assembly (flywheel, pressure plate, and throw-out bearing) of the Vehicle were faulty, worn-out, and in a state of disrepair. In fact, Dealer purportedly inspected the Vehicle before selling it to Mr. Client; Mr. Client waited for approximately one or two hours while the supposed inspection of the Vehicle was taking place. Despite this ostensible inspection, Dealer sold the Vehicle to Mr. Client in a state of disrepair—promising that the Vehicle was in good condition (as was the purpose of the alleged inspection to determine). Therefore, Dealer knew, or should have known, that the Vehicle’s clutch and clutch assembly were in substandard condition and could malfunction at any moment, but Dealer sold the Vehicle to Mr.

Client in that condition regardless. Furthermore, even if for some reason Dealer did not inspect the clutch and clutch assembly of the Vehicle, it would show that Dealer acted negligently in their supposed inspection because the inspection should have included vital parts such as the clutch and clutch assembly; failing to inspect the clutch and clutch assembly of the Vehicle would constitute negligence on the part of Dealer, which resulted in damages to Mr. Client, for which Mr. Client is entitled to recovery under law.

On March 14, 2022, approximately 27 days after purchasing the Vehicle, Mr. Client took the Vehicle on a trip from Utah to California, enroute to San Diego. For most of the drive, the Vehicle performed well; however, once Mr. Client reached Victorville, California, which is approximately two and a half hours away from San Diego, he noticed that the gears on the stick shift became stuck and unable to move out of or into gear; furthermore, the Vehicle's clutch pedal lost its responsiveness—it moved loosely and had no pressure. The clutch and clutch assembly had malfunctioned and were inoperable. Mr. Client was able to pull over to the side of the freeway and into a large patch of dirt that was to the shoulder of the freeway on the right side. Mr. Client waited there for approximately two and a half hours for his friend to pick him up. Mr. Client used his insurance to tow the Vehicle to a certified Honda dealership in Victorville; the dealership produced a diagnosis and report of the Vehicle, which is attached hereto. To repair the vehicle, the Honda dealership quoted Mr. Client an estimate of over \$4,500.00; Mr. Client, unable to pay such a large amount of money, had the Vehicle towed to another mechanic—Certified II Car Repair, located in Victorville, California (hereinafter referred to as the “**Mechanic**”). For the repairs, the Mechanic quoted Mr. Client an estimate of approximately \$2,800.00. That amount of money, while still large, was more accessible for Mr. Client to produce; Mr. Client went to great lengths, and suffered many inconveniences, in trying to produce the \$2,800.00 for the repairs. Mr. Client was able to pay for the repairs, and on March 22, 2022, he drove the Vehicle back home to Utah with no issue. The Vehicle performed well during the drive back to Utah; the Vehicle has performed well since. Enclosed with this letter, please find the invoices and reports from the Honda dealership and the invoice from the mechanic in Victorville, California, attached hereto as “Exhibit A.”

Mr. Client hereby provides four sworn affidavits in support of his case, all attached under “Exhibit B” hereto. The following people, including Mr. Client, made affidavits in support of Mr. Client's case:

- Good Client;
- Mr. Affiant 1;
- Mr. Affiant 2; and
- Mr. Affiant 3.

Importantly, all the affidavits provided agree on three of several things: (1) it was not Mr. Client's fault that the clutch gave out; (2) Dealer sold the Vehicle to Mr. Client while knowing that it had a faulty clutch; and, therefore, (3) Mr. Client is entitled to recover the costs of repair, as well as other costs, from Dealer.

Of the affiants, Mr. Affiant 1 has three years of experience as a mechanic; Mr. Affiant 2 has thirteen years of experience as a mechanic; and Mr. Affiant 3 has 28 years of experience as a mechanic. The differences and diversity between these mechanics' respective experiences as mechanics provide a rich source of knowledge and information useful to proving the material issues of fact of this case.

After reviewing the facts and the law relevant to this matter, we are convinced that our client has an unassailable legal and factual basis for a claim against Dealer. Mr. Client could assert claims against Dealer of well more than \$5,000.00. However, for the purpose of arriving at a reasonable settlement short of expensive litigation and increasing attorney's fees, we propose a final settlement in the amount of \$5,000.00.

We expect a response within 10 business days of receipt of this letter, and we anticipate that you will be able to evaluate our letter and respond appropriately. If you decide to abide by the reasonable terms of this letter—which you should and we urge you to do—please write a check payable to **Good Client** for the total final amount demanded herein (**\$5,000.00**), and then please mail the check to **123 Good Client St., Provo, Utah 84604**.

Thank you for your cooperation. We look forward to working with you to settle this case in a fair, timely, and appropriate manner.

Sincerely,

Altioirem Legal Services, LLC
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Provo, Utah 84601
contact@altioiremlegalservices.com

This is a communication from a collector, and any information obtained may be used in collecting a consumer debt.