

Terry F Tuchman  
D & A Automotive, O.C Genuine  
Scooters Tustin & Santa Ana

**STATE OF CALIFORNIA**  
**NEW MOTOR VEHICLE BOARD**

In the Matter of the Protest of:

D&A Automotive, O.C. Genuine  
Scooters Tustin & Santa Ana

Protestant

v.

GENUINE SCOOTERS,  
Respondent

**Protest No. PR-2355-12**

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In the Matter of the Protest of:

D&A Automotive, O.C. Genuine  
Scooters Tustin & Santa Ana

Protestant

v.

GENUINE SCOOTERS,  
Respondent

**Protest No. PR-2356-12**

**PROTESTANT'S RESPONSE TO MOTION TO DISMISS**

Protestant, D & A Automotive, O.C. Genuine Scooters Tustin &  
Santa Ana ("D & A Automotive" or "Protestant") Submits the

1 following response to Motion to Dismiss Protest in the above  
2 captioned matter and respectfully moves for an order denying such  
3 dismissal in this proceeding.

4 **1. INTRODUCTION**

5 Protestant acting in pro per has been active at all stages of  
6 this matter. Protestant has been timely corresponding with  
7 Respondent's counsel and filing necessary documents as required.  
8 Being a lay person and acting in pro per, is unaware of certain  
9 methods of filing, but all documents have been sent and received  
10 by all required parties, and are in fact valid documents. The  
11 Motion to dismiss should be denied as Protestant has complied  
12 with All requests to produce documents. The failure to  
13 participate in telephonic hearing on May 2, 2013 is invalid  
14 because such hearing was taken off calendar on April 8, 2013 via  
15 email communication to both parties. The matter brought before  
16 The Board has validity as serious violations have occurred, and  
17 Protestants Protest should be heard.

18 **2. BACKGROUND**

19 Protest was filed on December 14, 2012 against Respondent's  
20 establishment of a Genuine Scooter franchise in Costa Mesa,  
21 California.

22 D & A Automotive, O.C. Genuine Scooters of Tustin & Santa Ana has  
23 been acting under Contract with Respondent for seven years. Such  
24 contract states that Protestant has been given a 25 mile radius  
25 to which no other dealer may encroach. The contract was provided  
26 by Respondent and has been acted upon for the last seven years.  
27 Said contract can be further implied through performance over the  
28 last seven years.

1 In 2009, Genuine LLC contacted Protestant and requested O.C.  
2 Genuine Scooters allow Harley Davidson of Irvine to sell Genuine  
3 Scooters. A contract was drawn up specifically to allow Harley  
4 Davidson this right as it was in Protestant's exclusive area.  
5 Such Contract (Exhibit A) is solely for Harley Davidson.

6  
7  
8 A. Production of Documents:

- 9 i. Documents were emailed on April 3, 2013. Board  
10 responded on April 5, 2013, stating that documents  
11 could not be opened. Protestant then faxed such  
12 documents on April 5, 2013.
- 13 ii. Protestant's Objections to Respondent's Request for  
14 Production of Documents was emailed on April 3,  
15 again, such documents could not be opened and were  
16 faxed on April 5, 2013.
- 17 iii. Statement of Disputed Discovery Requests sent April  
18 3, 2013 via email. Again faxed on April 5, 2013.
- 19 iv. On April 4, 2013, LOMJF contacted Mr. Tuchman via  
20 telephone and informed him that the Law Offices of  
21 Michael J. Flanagan ("LOMJF") would be representing  
22 Genuine, and that they had not received Protestant's  
23 Response to Discovery or its MSCS. Protestant  
24 immediately sent such documents to LOMJF.
- 25 v. April 8, 2013, Protestant notified LOMJF and the  
26 Board that he was unable to attend the MSCS due to  
27 medical conditions. Mr. Tuchman had been diagnosed  
28 with Vertigo and due to his symptoms, and other

1 health concerns and symptoms he was experiencing at  
2 that time, it was advised that he not travel.

3 vi. Telephonic Pre-Hearing Conference on May 2, 2013.

4 Telephone call was received by Protestant at  
5 approximately 10:15 am. Protestant was not  
6 expecting such call as the conference was to be  
7 taken off calendar. Protestant was in the process  
8 of being seen by a physician at that time. He  
9 quickly dressed and called the number provided by  
10 Ms. Parker, 877-402-9753, and the code provided, at  
11 approximately 10:28 am, however no one was available  
12 to participate at that time. Mr Tuchman believed all  
13 hearings to have been taken off calendar due to an  
14 email received on April 8, 2013 from Dana Winterrowd  
15 stating "Under the circumstances the Board will  
16 issue and order taking the Mandatory Settlement  
17 Conference off calendar." (Exhibit B)

18 vii. Protestant's error in communicating to the board  
19 regarding his representation of counsel was  
20 immediately rectified, both by Protestant and the  
21 named council. On May 6, 2013, the original  
22 correspondence was sent indicating council obtained.

23 On May 7, 2013, the indicated "council" responded  
24 clarifying her representation status. Protestant is  
25 represented in *pro per* by its owner, Terry Tuchman

26 viii. All documents requested have been provided. The  
27 failure of protestant to participate in a telephonic  
28 hearing, that was taken off calendar is invalid due

1 to the fact that it was taken off calendar and he  
2 was not notified that such conference was re-  
3 instated.

4 ix. Protestant claims that a conflict of interest does  
5 in fact exist. Mr. Terry Tuchman of D & A  
6 Automotive, O.C. Genuine Scooters Tustin and Santa  
7 Ana, did contact LOMJF regarding the circumstance of  
8 the encroachment of another Genuine Dealership being  
9 placed within the 25 mile radius stated in his  
10 contract On June 20, 2012. LOMJF did in fact take  
11 the time to gather Protestants information and send  
12 him a bill regardless of the length of the  
13 consultation. LOMJF further sent a duplicate bill on  
14 May 6, 2013, which LOMJF cashed the check from such  
15 legal services on May 20, 2013. LOMJF further  
16 changed the billing statement from claiming such  
17 consultation was regarding Dealership to general  
18 matters after a conflict was brought to their  
19 attention (Exhibit C). At no time was Protestant  
20 informed that "Genuine" was a client of LOMJF.  
21 Protestant contacted the offices of LOMJF after  
22 receiving a solicitation from the offices of LOMJF  
23 claiming to be experts in the area of Dealerships.

24  
25 **3. ARGUMENT**

26 **A The Board should hold a Full Merits Hearing before deciding**  
27 **its Motion to Dismiss.**

1 Protestant has been actively pursuing its Protest from day one.  
2 This is evidenced by all communications between the parties via  
3 telephone, email, fax and hard mail. Protestant did not refuse to  
4 attend the MSCS, but instead was unable to do so due to health  
5 concerns, and was under the belief such conference had been taken  
6 off calendar per the email received.

7 Respondent has been provided the right to engage in discovery and  
8 has had every opportunity to prove their arguments. Protestant  
9 did not refuse to participate in discovery, and does have such  
10 evidence as required to show D & A Automotive, O.C. Genuine  
11 Scooters of Tustin & Santa Ana is a full service dealership is in  
12 fact a full service Dealer with regular business hours as well as  
13 service available to all clients. Protestant has two full time  
14 mechanics. The Tustin showroom is open normal working hours.  
15 Protestant does operate a full service facility, He does maintain  
16 regular business hours, and he provides correct warranty  
17 information to his clients. Protestant can in fact show the  
18 establishment of a full service Genuine dealer (Exhibit D).  
19 Protestant's services are in fact adequate as evidenced by such  
20 letters provided by customers who have used and been satisfied by  
21 such service. (Exhibit E).

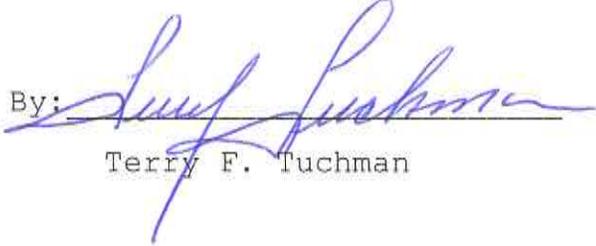
22 Genuine and D & A Automotive, O.C. Genuine Scooters of Santa Ana  
23 has been acting under a contract for 7 years, the contract was  
24 provided by Genuine and further can be implied through  
25 performance over the last 7 years. The Contract can further be  
26 evidenced thru correspondence between Genuine and Protestant,  
27 where Genuine had to seek permission to place another authorized  
28 dealer with Protestant's territory.

1        4. CONCLUSION

2 Protest should not be dismissed as the evidence clearly  
3 demonstrates Protestants active pursuit in such Protest.  
4 Documentation of correspondence and evidence has also been  
5 provided. Respondent's false claim of such failures is  
6 inaccurate and such Protest should not be Dismissed.

7  
8  
9  
10 Dated: June 9, 2013

D & A Automotive, O.C. Genuine  
Scooters, Tustin and Santa Ana

11  
12  
13 By: 

14 Terry F. Tuchman  
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**EXHIBIT A**



5400 N. Damen Ave. Chicago, IL 60629 Tel: 773-271-0614 Fax: 773-271-0610 genuinescooters.com

To Whom it may concern,

The undersigned agree to and accept the establishment of multiple Genuine Scooters, LLC dealerships within the Relevant Market Area as defined by the State and any established Dealer Agreements with Genuine Scooters LLC. The intent is to allow the undersigned dealers to co-exist and productively transact business within the Relevant Market Area. By signing this agreement, all parties agree not to contest the establishment of the other parties as authorized Genuine Scooters dealers.

DPA AUTO DBA GENUINE SCOOTERS OF SANTA ANA 230 E DYER RD  
 Dealer Name Dealer Address UNIT E.  
 X [Signature] 5/27/09 SANTA ANA, CA  
 Signature of Authorized Dealer Representative Date 92707  
 TERRY TUCHMAN - OWNER - PRES.  
 Authorized Dealer Representative Name and Title

ORANGE COUNTY HARLEY DAVIDSON BUELL 8677 RESEARCH DR.  
 Dealer Name Dealer Address IRVINE, CA 92618  
 X [Signature] 5/27/09  
 Signature of Authorized Dealer Representative Date  
 RAY MALZO - OWNER - PRES.  
 Authorized Dealer Representative Name and Title

[Signature] 5/27/09  
 Genuine Scooters, LLC Representative Date  
 TROY DUREN - NATIONAL ACCTS. MGR.  
 Name and Title

**EXHIBIT B**

Subj: **MSC in PR-2355-12 & PR-2356-12; D&A Automotive, O.C. Genuine Scooters of [Santa Ana/Tustin] v. Genuine Scooters**  
Date: 4/8/2013 14:32:22 Pacific Daylight Time  
From: [Dana.Winterrowd@nmvb.ca.gov](mailto:Dana.Winterrowd@nmvb.ca.gov)  
To: [Tftuchman@aol.com](mailto:Tftuchman@aol.com), [genuinescooters@aol.com](mailto:genuinescooters@aol.com), [lawmif@msn.com](mailto:lawmif@msn.com)  
CC: [Robin.Parker@nmvb.ca.gov](mailto:Robin.Parker@nmvb.ca.gov), [William.Brennan@nmvb.ca.gov](mailto:William.Brennan@nmvb.ca.gov)

Dear Mike and Terry,

Relative to Mike's email (below) and Terry's faxed correspondence, I have spoken with Administrative Law Judge Victor Ryerson, who is assigned to the Mandatory Settlement Conference in the subject protest.

Under the circumstances, the Board will issue an appropriate order taking the Mandatory Settlement Conference off calendar.

Terry, if you are able, with relative certainty, to commit to dates for a rescheduled settlement conference, please provide those dates, or work with Mike and Gavin to select mutually acceptable dates.

Dana Winterrowd  
Staff Counsel  
CA New Motor Vehicle Board  
1507 21st St., Ste. 330  
Sacramento, CA 95811  
(916) 327-3129 direct  
(916) 445-1888 main  
(916) 323-1632 fax

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**From:** Law Offices of Flanagan [<mailto:lawmjf@msn.com>]  
**Sent:** Monday, April 08, 2013 2:00 PM  
**To:** Winterrowd, Dana@NMVB; Terry Tuchman  
**Subject:** PR-2533- 12/ MSC

Dana,

We have received from Mr. Tuchman a correspondence indicating he is requesting a 30 day continuance of the MSC for two reasons--- 1(his health, claiming he is unable to travel and attaching a doctor's note to that effect; and 2) he has not had an opportunity to retain counsel. Under the circumstances, we believe it would be futile for my client's representative, **Trey Duren, to travel out here today from Chicago (because a blizzard is approaching and he's had to change flights), only to find Mr. Tuchman has not shown up for the MSC on Wednesday, the 10th.**

We therefore propose, without waiving Respondent's right to object to Mr. Tuchman's non-appearance and late request for a continuance, and without waiving Respondent's right to seek appropriate sanctions, including dismissal of the protest, PR-2355-12, that the date for the presently scheduled MSC be vacated, and the matter be set for further disposition as determined by the Board.

Thank you for your courtesy and cooperation.

Mike

Michael J. Flanagan  
Law Offices of Michael J. Flanagan  
2277 Fair Oaks Boulevard, Suite 450

Friday, May 03, 2013 AOL: Tftuchman

Sacramento, CA 95825  
Phone: 916.646.9100  
Facsimile: 916.646.9138

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Friday, May 03, 2013 AOL: Tftuchman

**EXHIBIT C**

5/6/2013  
8:16 PM

LAW OFFICES OF MICHAEL J. FLANAGAN  
Pre-bill Worksheet

Nickname OC Geniune Scooter |  
Full Name OC Geniune Scooter  
Address 15401 Redhill Avenue G  
Tustin, CA 92780  
Terry Tucker

Phone  
Cell  
In Ref To LEGAL SERVICES RENDERED RE: DEALERSHIP  
Fees Arrg. By billing value on each slip  
Expense Arrg. By billing value on each slip  
Tax Profile Exempt  
Last bill 4/4/2013  
Last charge  
Last payment Amount \$0.00

Fax  
Other

|                                  | <u>Amount</u> | <u>Total</u>   |
|----------------------------------|---------------|----------------|
| Total of billable time slips     |               | <u>\$0.00</u>  |
| Total of billable expense slips  |               | <u>\$0.00</u>  |
|                                  | <u>Amount</u> | <u>Total</u>   |
| Total of Fees (Time Charges)     |               | \$0.00         |
| Total of Costs (Expense Charges) |               | \$0.00         |
| Total new charges                |               | <u>\$0.00</u>  |
| Previous Balance                 | \$43.00       |                |
| 120 Days                         |               |                |
| Total Previous Balance           |               | \$43.00        |
| New Balance                      | \$43.00       |                |
| 120 Days                         |               |                |
| Total New Balance                |               | <u>\$43.00</u> |
| Total Overdue: \$43.00           |               |                |



Print

Close Window

### Check Images

This image contains confidential and personal information. If you print it, please store it in a secure place to prevent unauthorized use or theft of this information. For your safety, we recommend that you shred the document if you choose to discard or destroy the image copy.

Account #: 153466283899 Date Processed: 05/20/13 Check #: 1272 Amount: \$43.00

|  |                                    |                 |
|--|------------------------------------|-----------------|
| <b>D &amp; A AUTOMOTIVE-GENUINE SCOOTERS</b>                     |                                    | 1272            |
| 230 E. DYER RD STE E<br>SANTA ANA, CA 92707-3751<br>714-641-1413 |                                    | 90-3582-1222    |
| Date <u>5/7/13</u>   |                                    |                 |
| Pay to the order of  | <u>MICHAEL FLANAGAN LAW OFFICE</u> | \$ <u>43.00</u> |
| <u>Forty Three &amp; no/100</u>                                  |                                    | Dollars         |
| USBANK<br>FIVE STAR SERVICE GUARANTEED<br>USBANK.COM             |                                    |                 |
| For <u>Looper Service</u>  | <u>[Signature]</u>                 |                 |
| ⑈001272⑈ ⑆12223582⑆ 153466283899⑈                                |                                    |                 |

|   |  |                    |
|---|--|--------------------|
| WELLS FARGO BANK NA FTE<br>20130517 E0939 PKT 04<br>⑈1221-0527-84⑈<br>⑈0572192⑈ |  | <u>[Signature]</u> |
|---|--|--------------------|

Print

Close Window

Selection Criteria

Clie.Selection Include: OC Geniune Scooter  
Slip.Classification Open  
Slip.Transaction Dat 5/1/2012 - 5/20/2013

Rate Info - identifies rate source and level

| Slip ID     | Dates and Time  | Posting Status | Description | Attorney Activity Client Reference | Units DNB Time | Rate Rate Info Bill Status | Slip Value |
|-------------|---|----------------|-------------|------------------------------------|----------------|----------------------------|------------|
| 62817       | TIME  |                |             | #1- MJF                            | 0.10           | 430.00                     | 43.00      |
|             | 6/20/2012   |                |             | service                            | 0.00           | T@2                        |            |
|             | Billed  | G:11273        | 7/5/2012    | OC Geniune Scooter                 |                |                            |            |
|             | Telephone conference with Terry Tucker re dispute with distribution RE: General Matters |                |             |                                    |                |                            |            |
| Grand Total |   |                |             |                                    |                |                            |            |
|             |   |                |             | Billable                           | 0.10           |                            | 43.00      |
|             |   |                |             | Unbillable                         | 0.00           |                            | 0.00       |
|             |   |                |             | Total                              | 0.10           |                            | 43.00      |

**EXHIBIT D**



A Public Service Agency

Lic. No.: 35537

**VEHICLE DEALER**

Date Issued: **SEP 1, 2012**

Expiration Date: **AUG 31, 2014**

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

|                                  |  |    |                              |
|----------------------------------|--|----|------------------------------|
| ISSUED<br>TO<br>VALID<br>ONLY AT | OC GENUINE SCOOTERS<br>15401 REDHILL AVE G<br>TUSTIN JICAG 92780 | BR | A/C USED<br>MC NEW<br>BROKER |
|----------------------------------|--|----|------------------------------|

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. **1106471**

*[Handwritten Signature]*  
SIGNATURE OF LICENSEE



A Public Service Agency

Lic. No.: 35537

**VEHICLE DEALER**

Date Issued: **SEP 1, 2012**

Expiration Date: **AUG 31, 2014**

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

|                                  |  |    |                              |
|----------------------------------|--|----|------------------------------|
| ISSUED<br>TO<br>VALID<br>ONLY AT | D/A AUTOMOTIVE<br>230 E DYER RD STE E<br>SANTA ANA JICAG 92707 | BR | A/C USED<br>MC NEW<br>BROKER |
|----------------------------------|--|----|------------------------------|

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. **1106470**

*[Handwritten Signature]*  
SIGNATURE OF LICENSEE

## **Hours of operation:**

Monday to Friday 9:00 am to 6:00 PM  
or by appointment.

Saturday from 9:30 to 3:00 PM closed  
Sunday.

Closed Holidays, but arrangements can  
be made.

## **If I am not here please see my technician**

Tige or James **next store in unit F**. They  
can let you in and show you scooters.

They are not a salesman and can only  
answer questions regarding mechanical  
issues.

You can call me anytime at 714 641  
1413, to see scooters.

# Invoice

## GENUINE SCOOTERS REPAIRS

15401 REDHILL AV. #G  
TUSTIN CA. 92780  
714 641 1413

|          |           |
|----------|-----------|
| Date     | Invoice # |
| 6/7/2013 | 7714      |

|         |
|---------|
| Ship To |
|         |

|                           |
|---------------------------|
| Bill To                   |
| Gardner, Mike<br>703-517- |

|             |       |          |     |
|-------------|-------|----------|-----|
| P.O. Number | Terms | Ship     | Via |
|             |       | 6/7/2013 |     |

| Quantity | Item Code | Description  | Price Each | Amount |
|----------|-----------|--|------------|--------|
| 1        | General   | Exhaust system (warranty)  | 0.00       | 0.00T  |
| 1        | Service   | For Work Performed -Install rear tire                                  | 30.00      | 30.00  |
| 1        | General   | Kenda Scooter tire   | 35.99      | 35.99T |
|          |           | Recommend major service due to oil condition and mileage.<br>Sales Tax | 8.00%      | 2.88   |

**Total** \$68.87

**Balance Due** \$0.00

# Invoice

## GENUINE SCOOTERS REPAIRS

15401 REDHILL AV #G  
TUSTIN CA. 92780  
714 641 1413

| Date      | Invoice # |
|-----------|-----------|
| 1/22/2013 | 7204      |

|         |  |  |  |
|---------|--|--|--|
| Ship To |  |  |  |
|         |  |  |  |

|  |
|--|
| Bill To  |
| Tigert, Jeff<br>Motorcycle On-Road Test Engineer<br>Honda R&D Americas, Inc. |
| P.O. Number  |
| 4500163118   |

|       |           |     |
|-------|-----------|-----|
| Terms | Ship      | Via |
|       | 1/17/2013 |     |

| Quantity | Item Code      | Description   | Price Each | Amount    |
|----------|----------------|---|------------|-----------|
|          | 520 CHAIN KITA | 520 CHAIN KIT - 14 - 46-47-48-49  | 360.00     | 360.00T   |
|          | Shock Spring-  | Shock Spring - 5.7kg  | 109.95     | 109.95T   |
|          | General        | Brake lines front   | 120.00     | 120.00T   |
|          | General        | 18201399 YOSHIMURA EXHAUST RS9 TI/TI CRF450R  | 1,394.95   | 1,394.95T |
|          | General        | Magura Supermoto Brake System Magura System   | 1,400.00   | 1,400.00T |
| 10       | Service        | Machine work to fit Supermoto wheels  | 75.00      | 750.00    |
| 15       | Shock Dyno     | Dyno Time - front and rear suspension   | 100.00     | 1,500.00  |
|          | General        | 06140516w 1r LEVER BRAKE INTELLILEVER   | 89.95      | 89.95T    |
|          | General        | S 06320405 1 THROTTLE CAM SYS   | 109.95     | 109.95T   |
|          | General        | 2013 CRF450 Triple Clamp Set 18.5 mm Offset   | 480.00     | 480.00T   |
|          | General        | Ride Eng.'s Fourth Generation Over-sized (1 1/8") One Piece Bar Mount for Honda Application                         | 99.95      | 99.95T    |
|          | General        | 06010222w 1r RENTHAL TWINWALL 971 RED   | 119.95     | 119.95T   |
| 24       | Service        | For Work Performed - 24 hours to build bike   | 75.00      | 1,800.00  |
| 1        | General        | 14030149a 1 FENDER SUPERMOTO RED  | 22.95      | 22.95T    |
| 1        | General        | 1.6 BAR radiator cap  | 45.00      | 45.00T    |
| 1        | General        | Chain and sprockets 443-44-45 rear sprockets - 14-15 front sprockets - DID Chain                                    | 355.63     | 355.63T   |
| 1        | General        | 16200077e UFOo FOOTPEG PROTECTORS HON   | 12.95      | 12.95T    |
| 1        | General        | 06350745t , ACERBIS GUARD HAND SM X-STRONG WT   | 149.95     | 149.95T   |
| 1        | General        | MP11025k MOTION PRO COOLANT RECOVERY SYS.   | 34.95      | 34.95T    |
| 1        | Fork Service   | Complete Fork Service, Replace fork seals, polish tubes clean internals. Build for secondary spring forks as spares | 480.00     | 480.00    |
|          |                | Sales Tax   | 8.00%      | 392.49    |

**Total** \$9,828.62

**Balance Due** \$9,828.62

# Invoice

## GENUINE SCOOTERS REPAIRS

15401 REDHILL AV. # G  
TUSTIN CA. 92780  
714 641 1413

| Date      | Invoice # |
|-----------|-----------|
| 2/13/2013 | 7300      |

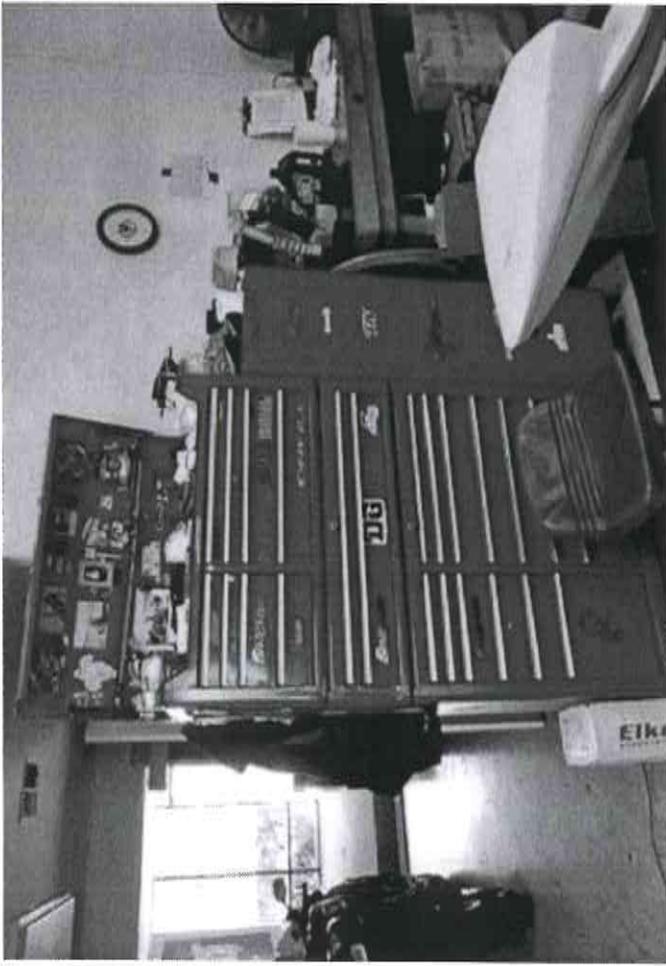
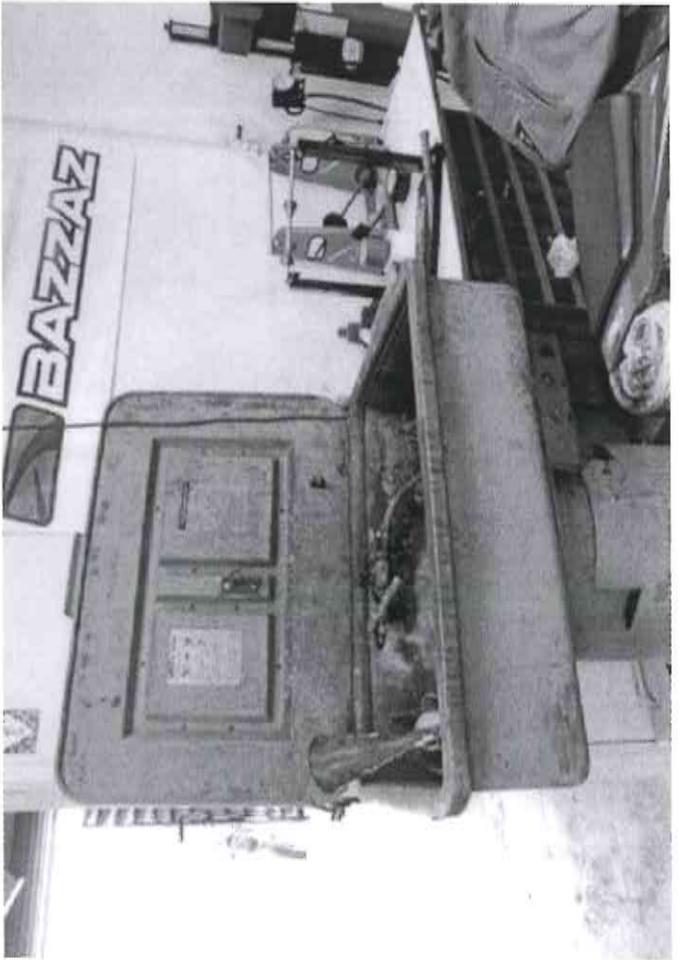
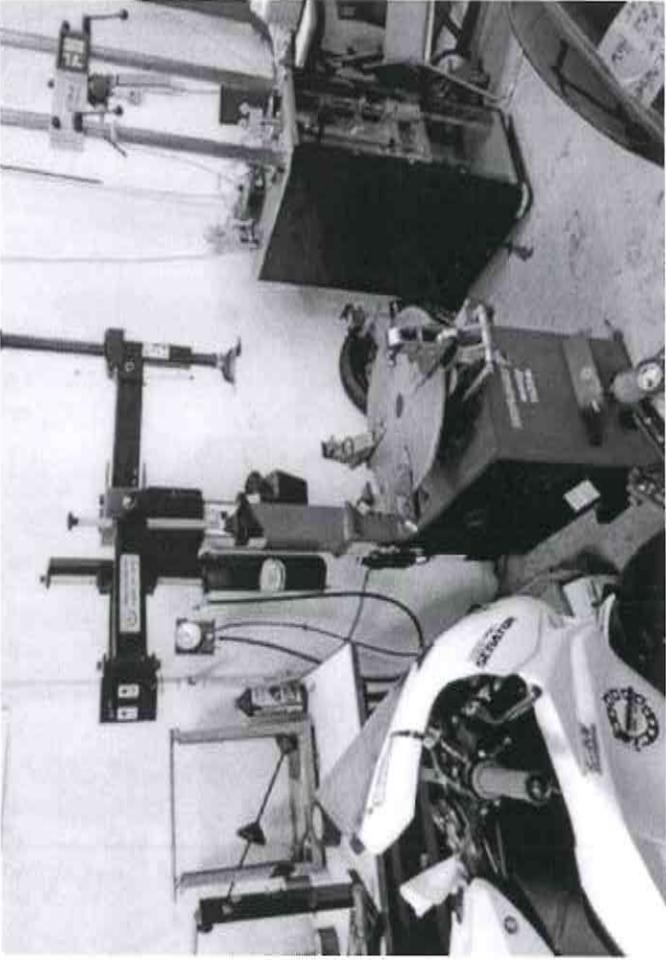
|         |
|---------|
| Ship To |
|         |

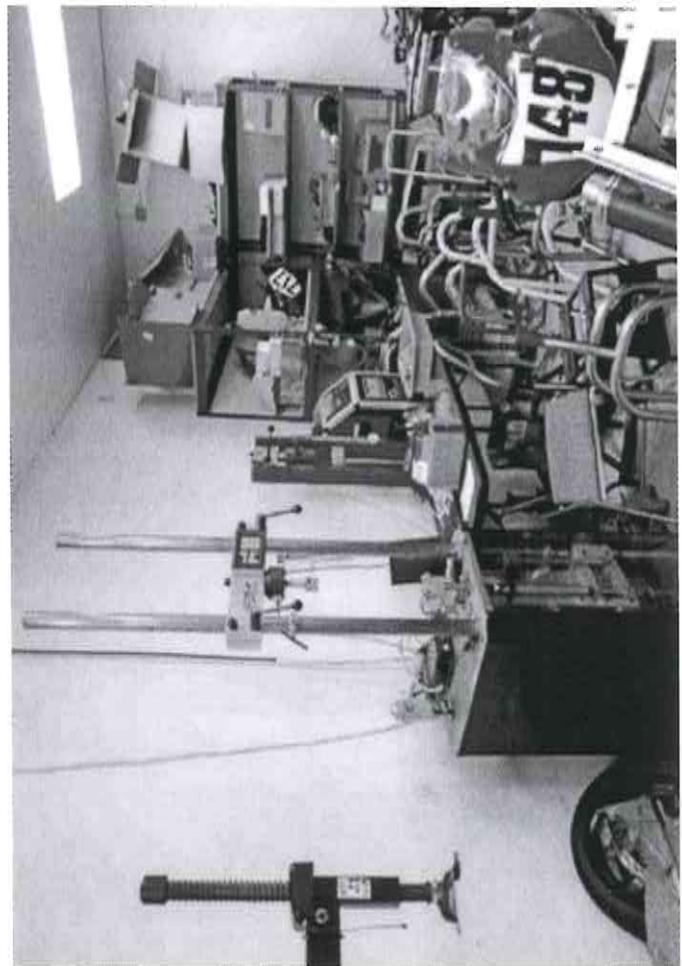
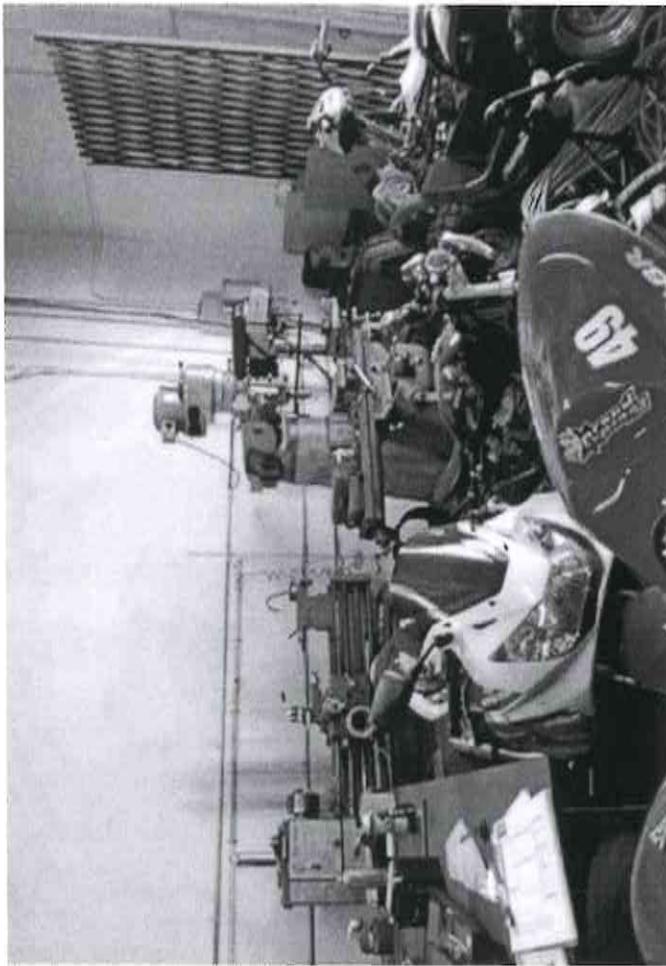
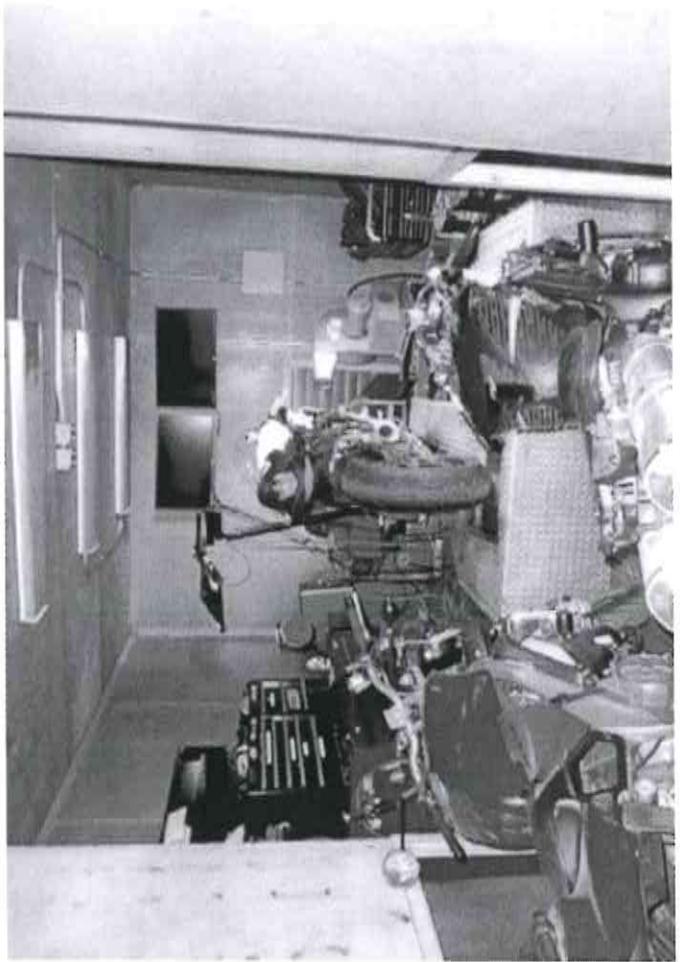
|             |
|-------------|
| Bill To     |
| Honda / HRA |

| P.O. Number | Terms | Ship      | Via |
|-------------|-------|-----------|-----|
| 4500163116  |       | 2/13/2013 |     |

| Quantity | Item Code     | Description  | Price Each | Amount   |
|----------|---------------|--|------------|----------|
|          | Fork Service  | Complete Fork Service - complete rebuild and setup of CBR600RR forks x2, Replace all internals valve and spring for pikes peak | 1,200.00   | 1,200.00 |
|          | Shock Service | Complete Shock Service - complete rebuild and setup of CBR600RR shock x2 Replace all internals valve and spring for pikes peak | 1,200.00   | 1,200.00 |
| 6        | Shock Dyno    | Dyno Time  | 100.00     | 600.00   |
|          |               | Sales Tax  | 8.00%      | 0.00     |

|                    |            |
|--------------------|------------|
| <b>Total</b>       | \$3,000.00 |
| <b>Balance Due</b> | \$3,000.00 |





**EXHIBIT E**

Subj: **Fwd: New Buddy 170-I scooters**  
Date: 6/6/2013 10:55:59 A.M. Pacific Daylight Time  
From: [GENUINESCOOTERS@aol.com](mailto:GENUINESCOOTERS@aol.com)  
To: [lecourtjester@aol.com](mailto:lecourtjester@aol.com)

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From: peffley@earthlink.net  
To: genuinescooters@aol.com  
Sent: 6/2/2013 15:03:43 Pacific Daylight Time  
Subj: New Buddy 170-I scooters

Mr. Tuchman-

I wanted to take a moment to thank you for all your help in the purchase of the two scooters I recently took delivery of. ( you even transported them to my house on your trailer)

You gave me thorough and complete information on the Genuine Company, the development of the Buddy, and explicit "how to operate" the machine itself.

We have brought the scooters to your house for help and advice, and to install new parts that we ordered for the scooters. (Trunk and storage bag)

You made it clear on the service scheduling ( oil changes, ect.)

You have spent time on the phone to explain things, have been patient and thorough.

Thank You very much-we love the new Buddys!

Dan Peffley  
12680 Shearer Lane  
Garden Grove Ca.  
92843

Subj: **Fwd: Genuine Scooter for JET Tanner**  
Date: 6/6/2013 11:29:54 A.M. Pacific Daylight Time  
From: [GENUINESCOOTERS@aol.com](mailto:GENUINESCOOTERS@aol.com)  
To: [lecourtjester@aol.com](mailto:lecourtjester@aol.com)

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From: [jet@jetcycling.com](mailto:jet@jetcycling.com)  
To: [genuinescooters@aol.com](mailto:genuinescooters@aol.com)  
Sent: 5/14/2013 10:56:20 Pacific Daylight Time  
Subj: Genuine Scooter for JET Tanner

Hello Terry,

I just want you to know that my Genuine Buddy 125 Scooter is the best! I have over 2800 miles on it and it is still going strong. This scooter was provided as a sponsorship for our cycling team. It has served us well. We have used it to motor pace cycling athletes from around the world.

It has been an amazing product and one day we will be upgrading.

I do have a question for you. We seem to have gone through a lot of batteries. I am on my 5th battery on this machine. Is this typical? Also a slight wobble in the rear wheel.

Thank you for providing us with our Buddy! BTW, do you have an accessories for the Buddy?

**JET Tanner**  
Director of **JETCycling/MajorMotion** Junior Women's Elite Team  
(714) 801.0962  
[jet@jetcycling.com](mailto:jet@jetcycling.com)

follow us on twitter: [@JETCycling](https://twitter.com/JETCycling)  
follow us: [www.JETCycling.com](http://www.JETCycling.com)

We support [Team Duke](#) the [John Wayne Cancer Foundation](#) and [Ride for Reading!](#)

## Fwd: Gratitude

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From: **GENUINESCOOTERS@aol.com**  
Sent: Mon 6/10/13 2:34 AM  
To: redehyfroggy@hotmail.com

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From: denes\_007@yahoo.com  
To: genuinescooters@aol.com  
Sent: 6/6/2013 13:24:11 Pacific Daylight Time  
Subj: Gratitude

Mr. Tuchman,

I'd like to take a moment and express my gratitude for all your help with the purchase of my Buddy 170. You helped me and my dad choose the right scooter, that meets our needs, and serves us best. Your guidance and instructions were invaluable. Your mechanics inspected and prepared the scooter in a timely manner and you even delivered the scooter to the house. That was quite amazing. This kind of service is very rare in these days. It made us feel that we were valued customers. Dad and I still look at the pictures of the scooter delivery to our house. It was fun. I also would like to thank you for your continued help with the parts and accessories. Advising me on my new windshield, the roll bag, the new exhaust and so forth was much needed. I promise you I will continue buying more parts and accessories, I will need more advice and friendly help from you and your knowledgable mechanics. I had my first oil change already, I'll be back for the next scheduled maintenance soon. 600 miles on the little Buddy already!  
Thank you for all your help and professionalism.

Respectfully,

Denes Nagy  
4525 Birchwood Ave  
Seal Beach CA  
90740=

## **Fwd: Genuine Buddy 170i purchase!**

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From: **GENUINESCOOTERS@aol.com**  
Sent: Mon 6/10/13 2:35 AM  
To: [redeyefroggy@hotmail.com](mailto:redeyefroggy@hotmail.com)

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From: [kalenajg@gmail.com](mailto:kalenajg@gmail.com)  
To: [GENUINESCOOTERS@aol.com](mailto:GENUINESCOOTERS@aol.com)  
Sent: 6/6/2013 10:42:52 Pacific Daylight Time  
Subj: Genuine Buddy 170i purchase!

Extremely excited to write this email. Recently purchased a scooter through OCGenuine scooter via Terry and let me tell you. Not only did he make the buying experience easy and comfortable, but, Terry knows the ins and out of these Buddy's. He gives the best advice and leads you down the path of scooter happiness. If and when I'm ready for my next Genuine find me dealing with Terry down at OCGenuine.

PS. This scooter is a blast. Quick. Comfortable. Amazing gas mileage. Oh yah and did I mention quick. Extremely nimble. The perfect ride!

Thanks again Terry, God Bless

## Fwd: 2013 Stella purchased at OC Genuine Scooters

From: **GENUINESCOOTERS@aol.com**

Sent: Mon 6/10/13 2:36 AM

To: [redeyefroggy@hotmail.com](mailto:redeyefroggy@hotmail.com)

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From: [p.russo911@gmail.com](mailto:p.russo911@gmail.com)  
To: [genuinescooters@aol.com](mailto:genuinescooters@aol.com)  
Sent: 6/6/2013 08:54:21 Pacific Daylight Time  
Subj: 2013 Stella purchased at OC Genuine Scooters

June 6, 2013

I recently purchased a 2013 Genuine Stella scooter from OC Genuine Scooter. My decision was made to purchase the scooter from OC Genuine after a phone conversation I had with Terry. Terry and I had decided to meet up and I then placed an order for my Stella. At that time Terry advised me I would have to wait until he received delivery which may take up to 3-4 weeks.

To my surprise, Terry called me on a Thursday before a long holiday weekend, about 3 weeks after I made the purchase. He then advised me that I can come and pick up my Stella and begin enjoying it. At that time, he also mentioned that there were some items that were not working properly. He advised me to continue to come pick it up, and assured me the items would be fixed under the warranty.

At the time of pickup, Terry had gone instructed me on: starting, stopping, braking, and even reviewed how to operate the turn signals and horn. He presented me a Stella that was in good condition and also helped me load the scooter on my trailer. He then re-assured me that all problems with the Stella would be repaired in a reasonable amount of time. To my surprise, Terry also assisted me in strapping the scooter to the trailer. He was very patient, and took as much time as I needed to assure the Stella was secured to the trailer properly.

The original problems with the Stella included:

The gas gauge. It did not show a full level, even though Terry had filled the gas tank.

The front right signal light was not blinking, and the blinker sound was solid (not blinking). He adjusted the bulb placement and fixed it.

The spare tire tube was flat. After further inspection, the inner tube on the spare tire was popped. The spare tire tube was replaced and now holds air.

The scooter electrical was not operating properly. Exp: The starter, lights and turn signals would not operate. Terry was able to re-solder the wires connected to the main fuse. The wires were so poorly attached originally that there was little to no solder connecting the fuse. This resulted in the electrical failure.

I was so pleased with the attention I received from Terry that I had decided to purchase several accessories for my Stella. Again, items arrived in new condition and in a reasonable amount of time. I am also currently looking at making another scooter purchase from Terry for my wife.

Thank you for your time,

~Paul Russo  
[p.russo911@gmail.com](mailto:p.russo911@gmail.com)

**NEW MOTOR VEHICLE BOARD**  
**PROOF OF SERVICE BY ELECTRONIC MAIL**

ORANGE COUNTY

STATE OF CALIFORNIA

**Protest No. PR-2355-12**  
**CONSOLIDATED**

I, Bret Tuchman, declare I am a citizen of the United States, a resident of Orange County, California, and over 18 years of age. I am not a party to the above-entitled action. My business/residence address is 11772 Marble Arch Dr, Santa Ana, California. On June 7, 2013 in the above-entitled action, I served a copy of the attached document(s):

X by transmitting via electronic mail the document(s) listed above to the person(s) at the e-mail address(es), as set forth below on this date before 5:00 p.m. (Pacific Time) and the transmission was reported as complete and without error.

**Gavin Hughes, Law Offices of Michael J. Flanagan, [lawmjf@msn.com](mailto:lawmjf@msn.com)**  
**[Robin.Parker@nmvb.ca.gov](mailto:Robin.Parker@nmvb.ca.gov)**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By Electronic Mail:

Law Offices of Michael J. Flanagan

Robin Parker

2277 Fair Oaks Blvd, Suite 450

New Motor Vehicle Board

Sacramento, CA 95825

[Robin.Parker@nmvb.ca.gov](mailto:Robin.Parker@nmvb.ca.gov)

Facsimile: (916) 646-9138

Facsimile: (916) 323-1632

E-mail: [lawmjf@msn.com](mailto:lawmjf@msn.com)

Date

6/10/13

Signature

  
Bret A. Tuchman