

Good Morning Your Honor. My Opening Statement.

Merritt vs. AAMCO, Case Number 15G07337

This is a matter of AAMCO Transmission giving a quote of \$2,500 to rebuilt the transmission of my 1997 Jaguar. There was no written estimate or work order created. After the repairs had started, Mr. Robert Bakhtiari, the Service Manager, informed me it would now cost \$3,500. If I chose not to pay \$3,500, they would put it back together for the cost \$600.00. So under those circumstance I agreed to the repair. Since November 25, 2014, my vehicle has had to return to AAMCO on eight different occasions. My vehicle has been in a non-drivable condition since August 29, 2015.

No written estimate was given to me at that time; according to the Business and Professions Code Section 9884.9 and the case of BENNETT vs HAYES.

- **See Exhibit 9. Copy of letters to and from Public Inquiry Unit Dated February 26, - 27, 2015)**
- **See Exhibit 23. BAR Proof of Service Dated 12-21-15)**
- **See Exhibit 12. Business and Professions Code Section 9884.9 and the case of BENNETT vs HAYES**

I have an evidence binder with twenty-five exhibits that show the dates and times and other information which corroborates my statement that my vehicle was in this shop's care eight different times.

I also have three different work orders from Rusnak Jaguar of Pasadena; all dated after AAMCO so-called transmission rebuilt job. Rusnak Jaguar of Pasadena noted the condition of my Jaguar transmission. My 1997 Jaguar XK8 has been unable to be driven since August 29<sup>th</sup>, 2015. **(See Exhibit 21. Rusnak Jaguar Pasadena Invoice 717811 Dated 8-31-2015).**

I am asking this court to order that defendant to return my 3,500 I paid for a transmission rebuilt job. **(Exhibit 3).** I am also asking this court to order that the defendant pay me for the several transmission diagnostics done by Rusnak Jaguar of Pasadena \$330.00. **(Exhibit 11).** I am requesting that the court order that the defendants pay all my court cost. Subpoena cost of \$120.00 plus court filing cost of \$50.00 and to reimburse me for towing charges of \$120. 00 and the cost of ink from Staples of \$51.20 for the sum total of \$4,197.25

- **See Exhibit 3. Repair Order AAMCO 143149 Dated 11-25-2014 (Received on 12-04-14 the day I picked up my Jaguar.**
- **See Exhibit 11. Rusnak Jaguar Pasadena Invoice 715396 Dated February 25, 2015 Exhibit 17. Rusnak Jaguar Pasadena Invoice 716037 Dated April 10<sup>th</sup> – 17<sup>th</sup> 2015**
- **See Exhibit 20. Automobile Club of Southern California letter/bill dated September 3, 2015**

I am also requesting that this Honorable Court penalize the defendant for not giving to me a written estimate before starting any work on my Jaguar. I am asking for punitive damages against the defendants in the amount of \$3,500. To punish and stop this type of business practices upon unsuspected consumers. I believe that this is a patterns and practices of this company and are well documented.

- **See Exhibit 25. two separate times printed form AAMCO Corporate Web-site 1<sup>st</sup> Dated 2-26-15, -- 2<sup>nd</sup> Dated 10-21-15**

I submit to the court a copy of Bennett v. Hayes case brief that states under:

Cal. Bus. & Prof. Code § 9884.9(a) barred any recovery for the work performed because of defendant's failure to give respondent a written estimate prior to repairing respondent's car.

When defendant failed to give a written estimate and no precise oral estimate of the costs or extent of the repairs to be performed, he violated §9884.9, and rendered the contract unenforceable at law.

Thank you in advance for this opportunity for Justice. And God Bless This Honorable Court.