MINUTES OF THE MEETING
BUSINESS AND LABOR COMMITTEE
MONTANA STATE
HOUSE OF REPRESENTATIVES

January 30, 1985

The meeting of the Business and Labor Committee was called to order by Chairman Bob Pavlovich on January 30, 1985 at 8:00 a.m. in Room 312-2 of the State Capitol.

ROLL CALL: All members were present.

HOUSE BILL 303: Hearing commenced on House Bill 303. Representative Dennis Rehberg, District #88, sponsor of the bill, stated that he was carrying this bill for Representative Jack Ramirez. House Bill 303 amends the banking laws to provide that a trust office of a subsidiary trust company may be located anywhere in the same city as the main office of the affiliated bank rather than requiring that the trust office be in the same building as the bank. Representative Rehberg suggested to the committee that House Bill 303 DO NOT PASS.

There being no proponents or opponents, Representative Rehberg was excused by the chairman and the hearing on House Bill 303 was closed.

HOUSE BILL 215: Hearing commenced on House Bill 215. Representative Joan Miles, District #45, sponsor of the bill, stated that this bill does amend the existing law to allow a licensed retailer to advertise a particular brand of beer by displays on the exterior of his premises for no more than ten days.

Proponent Frank Copps, representing the Montana Food Distributors' Association, explained that the passing of House Bill 215 would correct the problem that is arising due to the present law. Currently, a retailer is prohibited from advertising a particular brand of beer, added Mr. Copps.

Proponent George Allen, representing the Montana Retail Association, offered his support of House Bill 215.

Proponent Rich Day, representing the Department of Revenue, distributed to committee members Exhibit 1 which is attached hereto. Said amendments as shown on Exhibit 1 would strike the ten day provision. Mr. Day explained that the ten day limit would create an enforcement problem and by striking this, temporary advertisement would still be allowed.

Representative Ellerd asked Representative Miles why the ten day time limit existed. Representative Miles explained that the original intent was to prohibit businesses from having permanent advertising.

Representative Schultz questioned Mr. Day as to the definition of temporary. Mr. Day explained that not cemented in concrete and not a permanent installation, would be considered temporary.

Representative Kitselman asked Mr. Day if a city ordinance exists that prohibits this type of advertising, would it take precedence. Mr. Day explained that this bill would be secondary to any city ordinance.

Proponent Roger Tippy, representing the Montana Beer and Wine Wholesalers' Association, supplied written testimony, which is attached on his witness statement.

There being no further proponents or opponents, all were excused by the chairman and the hearing on House Bill 215 was closed.

HOUSE BILL 295: Hearing commenced on House Bill 295. Representative Dan Harrington, District #68, sponsor of the bill, stated that House Bill 295 will amend the "lemon law" which was enacted in 1983 to require written notice of a nonconformity before an automobile purchaser is eligible for a refund or replacement. The bill eliminates any liability of the dealer to a manufacturer unless the dealer failed to follow the manufacturer's instructions in carrying out the repairs.

The bill also provides other mechanisms for implementation of the law. House Bill 295 extends the warranty period to two years or 18,000 miles. Representative Harrington distributed to committee members a statement of intent, which is attached hereto as Exhibit 2.

Proponent S. Jimmy Weg, private citizen, presented testimony as shown on the witness statement which is attached hereto as Exhibit 3.

Proponent B. Markle, representing the Department of Commerce, offered his support of House Bill 295. The procedure would be very time consuming and cost approximately $46,000.00 to implement, added Mr. Markle.

Proponent Teri England, representing Montana Public Interest Research Group, supplied written testimony from Mr. C. B. Pearson, Executive Director of MontPIRG, which is attached hereto as Exhibit 4. Ms. England, also furnished Exhibits 5, 6 and 7.

Tom Harrison, representing the Montana Automobile Association stated that he has no position on House Bill 295. Mr. Harrison distributed to committee members Exhibit 8, which would add a new section to the bill. The section would provide that the liabilities in House Bill 295 may not be assigned to any other person.

In closing, Representative Driscoll stated that with the number of "lemon" automobiles, the dollars to the department would be well spent to help alleviate this problem.

Representative Bachini asked Mr. Markle if he had the figures for the number of complaints that were filed with the department for 1984. Mr. Markle explained that the department did not accept any complaints. Approximately 20 - 30 calls were received by the department who recommended that these individuals consult an attorney.

Representative Wallin asked Representative Harrington if he thought the increase in the warranty period to two years may affect the initial cost of a vehicle. Representative Harrington explained that the one year extension is necessary.

Representative Ellerd asked Mr. Markle what protection a consumer has presently and if these rights are well protected by law. Mr. Markle explained that the consumer is protected by the warranty provisions as set out in each warranty and that the consumer is probably not well protected. There are only a few attorneys in the state who will handle these types of cases.

Representative Ellerd then asked Mr. Markle if the State has the authority to create this type of law. Mr. Markle was not sure. Representative Ellerd does not think that Montana can pass this law and enforce it. Representative Harrington explained that this type of legislation is being used in other states and used successfully.

Representative Schultz suggested to Representative Harrington that a provision be considered that would zero in on "lemons", to avoid the increase in automobile prices that would effect all consumers.

Chairman Pavlovich appointed a subcommittee to consider House Bill 295. Representative Wallin will chair the committee with Representatives Hansen, Nisbet and Thomas serving.

There being no further discussion by proponents or opponents, all were excused by the chairman and the hearing on House Bill 295 was closed.

ACTION ON HOUSE BILL 184: Representative Driscoll moved that the committee reconsider its action on House Bill 184. Question being called, which resulted in all but Representatives Wallin, Schultz and Thomas voting yes. Representative Brandewie motioned that House Bill 184 be TABLED. Representative Driscoll made a substitute motion that House Bill 184 DO PASS without the amendments. Representative Thomas questioned the reasoning for reconsidering House Bill 184. Chairman Pavlovich explained that the purpose of House Bill 184 is to change from merchandise to cash

the prize allowed. The amendments would take away existing language in the present law and eliminate the keno game that is legal now. Representative Driscoll then moved that the amendments be stripped. A roll call vote resulted in 11 members voting yes and 9 members voting no. The amendments are stripped from House Bill 184. Representative Driscoll explained that the $100.00 cash limit will not be the start of casinos in Montana. Representative Kadas asked if this would allow electronic bingo machines to pay off $100.00, to which the answer was no. Representative Glaser made a motion for all motions pending that House Bill 184 be TABLED. A roll call vote resulted in 11 members voting yes and 9 members voting no.

ACTION ON HOUSE BILL 221: Representative Kitselman moved that House Bill 221 be TABLED. Representative Driscoll could not understand why interest cannot be paid. Representative Glaser added that this is a great idea that won't work and why should large amounts of money be spent to pay out a little amount in interest. Representative Thomas stated that House Bill 221 will extend fairness between the landlord and tenant. Representative Kadas made a substitute motion that House Bill 221 DO PASS. Representative Hart suggested that the six month provision be changed to one year, to eliminate the problem faced with transients. Representative Hansen explained that a deposit is placed into an escrow account which collects interest, the interest goes to the property owner, not the property manager or tenant. Representative Hart moved the above amendment. A unanimous vote was received. Representative Wallin Moved that "commercial tenant" be stricken from House Bill 221. The amendment did pass unanimously. Representative Kadas' motion that House Bill 221 DO PASS AS AMENDED, received 15 yes votes and 4 no votes.

ACTION ON HOUSE BILL 215: Representative Thomas motioned that House Bill 215 DO PASS. Representative Ellerd questioned the ten day time limit. Mr. Roger Tippy was present and explained that the amendment deals with outside display only. Second was received and House Bill 215 DO PASS, with Representative Ellerd voting no.

ADJOURN: There being no further business before the committee, the meeting was adjourned at 10:50 a.m.

Rep. Bob Pavlovich

Representative Bob Pavlovich
Chairman

DAILY ROLL CALL

BUSINESS AND LABOR COMMITTEE

49th LEGISLATIVE SESSION -- 1985

Date January 30, 1985

NAME	PRESENT	ABSENT	EXCUSED
Bob Pavlovich	✓		
Les Kitselman	✓		
Bob Bachini	✓		
Ray Brandewie	✓		
Jan Brown			
Jerry Driscoll	✓		
Robert Ellerd	✓		
William Glaser	✓		
Stella Jean Hansen	✓		
Marjorie Hart	✓		
Ramona Howe	✓		
Tom Jones	✓		
Mike Kadas	✓		
Vernon Keller	✓		
Lloyd McCormich	✓		
Jerry Nisbet	✓		
James Schultz	✓		
Bruce Simon	✓		
Fred Thomas	✓		
Norm Wallin	✓		

CS-30

STANDING COMMITTEE REPORT

January 30 19 85

MR. SPEAKER

We, your committee on BUSINESS AND LABOR

having had under consideration HOUSE Bill No. 303

FIRST reading copy (WHITE color)

ELIMINATE NEED TRUST OFFICE LOCATE SAME BLDG AS BANK, TRUST CO. MAIN OFFICE

Respectfully report as follows: That HOUSE Bill No. 303

DO NOT PASS

XXXXX ~~DO PASS~~

Rep. Robert Pavlovich, Chairman.

STATE PUB. CO.
Helena, Mont.

STANDING COMMITTEE REPORT

January 30 19 83

MR. SPEAKER

We, your committee on BUSINESS AND LABOR

having had under consideration HOUSE Bill No. 215

FIRST reading copy (WHITE color)

ALLOW TEMPORARY BEER ADS ON EXTERIOR OF RETAILERS' PREMISES

Respectfully report as follows: That HOUSE Bill No. 215

DO PASS

Rep. Robert Pavlovich, Chairman.

STATE PUB. CO.
Helena, Mont.

COMMITTEE SECRETARY

STANDING COMMITTEE REPORT

January 30 19 85
page 1 of 2

MR. SPEAKER

We, your committee on BUSINESS AND LABOR

having had under consideration HOUSE Bill No. 221

FIRST reading copy (WHITE color)

MADE LAW ON RESIDENTIAL TENANTS' SECURITY DEPOSITS APPLY TO COMMERCIAL

Respectfully report as follows: That HOUSE Bill No. 221

BE AMENDED AS FOLLOWS:

1) Title, line 4
Following: "TO"
Strike: the remainder of line 4, line 5 in its entirety, and line 6 through "FOR"
Insert: "REQUIRE"

2) Title, line 6
Following: "ON"
Insert: "RESIDENTIAL TENANTS"

3) Title, line 7
Strike: "SECTIONS"
Insert: "SECTION"
Strike: ",70-25-102, 70-25-204, AND 70-25-206" through line 8

XXXXX
DO PASS

Rep. Robert Pavlovich, Chairman.

STATE PUB. CO.
Helena, Mont.

COMMITTEE SECRETARY

4) Page 2, line 17 through Page 5, line 3
Strike: Sections 2, 3 and 4 in their entirety
Renumber: subsequent sections

5) Page 5, line 7
Following: "of"
Strike: "5"
Insert: "12"

AND AS AMENDED,
DO PASS

Rep. Robert Pavlovich, Chairman.

STATE PUB. CO.
Helena, Mont.

ROLL CALL VOTE

HOUSE COMMITTEE BUSINESS AND LABOR

DATE January 30, 1985 BILL NO. 184 TIME 9:25 am

NAME	AYE	NAY
Bob Pavlovich	✓	
Les Kitselman		✓
Bob Bachini	✓	
Ray Brandewie		✓
Jan Brown		✓
Jerry Driscoll	✓	
Robert Ellerd		✓
William Glaser	✓	
Stella Jean Hansen	✓	
Marjorie Hart	✓	
Ramona Howe	✓	
Tom Jones	✓	
Mike Kadas	✓	
Vernon Keller		✓
Lloyd McCormick	✓	
Jerry Nisbet	✓	
James Schultz		✓
Bruce Simon		✓
Fred Thomas		✓
Norm Wallin		✓

Secretary Debbie Aqui

Chairman Bob Pavlovich

Motion: 11-9 strip amendment's

CS-31

ROLL CALL VOTE

HOUSE COMMITTEE BUSINESS AND LABOR

DATE January 30, 1985 BILL NO. 184 TIME 9:35 am

NAME	AYE	NAY
Bob Pavlovich		✓
Les Kitselman	✓	
Bob Bachini		✓
Ray Brandewie	✓	
Jan Brown	✓	
Jerry Driscoll	✓	
Robert Ellerd	✓	
William Glaser	✓	
Stella Jean Hansen		✓
Marjorie Hart		✓
Ramona Howe		✓
Tom Jones		✓
Mike Kadas		✓
Vernon Keller	✓	
Lloyd McCormick		✓
Jerry Nisbet		✓
James Schultz	✓	
Bruce Simon	✓	
Fred Thomas	✓	
Norm Wallin	✓	

Secretary Debbie Aqui

Chairman Bob Pavlovich

Motion: 11-9 tabled

CS-31

ROLL CALL VOTE

HOUSE COMMITTEE BUSINESS AND LABOR

DATE January 30, 1985 BILL NO. 221 TIME 9:55 am

NAME	AYE	NAY
Bob Pavlovich		✓
Les Kitselman	✓	
Bob Bachini	✓	
Ray Brandewie	✓	
Jan Brown		
Jerry Driscoll		✓
Robert Ellerd	✓	
William Glaser	✓	
Stella Jean Hansen		✓
Marjorie Hart		✓
Ramona Howe		✓
Tom Jones	✓	
Mike Kadas		✓
Vernon Keller	✓	
Lloyd McCormick		✓
Jerry Nisbet		✓
James Schultz	✓	
Bruce Simon	✓	
Fred Thomas	✓	
Norm Wallin	✓	

Secretary Debbie Aqui

Chairman Bob Pavlovich

Motion: 11-8 pass Wallin amendments

CS-31

ROLL CALL VOTE

HOUSE COMMITTEE BUSINESS AND LABOR

DATE January 30, 1985. BILL NO. 221 TIME 10:05 am

NAME	AYE	NAY
Bob Pavlovich		✓
Les Kitselman	✓	
Bob Bachini	✓	
Ray Brandewie		✓
Jan Brown		
Jerry Driscoll	✓	
Robert Ellerd		✓
William Glaser	✓	
Stella Jean Hansen	✓	
Marjorie Hart	✓	
Ramona Howe	✓	
Tom Jones		✓
Mike Kadas	✓	
Vernon Keller	✓	
Lloyd McCormick	✓	
Jerry Nisbet	✓	
James Schultz	✓	
Bruce Simon	✓	
Fred Thomas	✓	
Norm Wallin	✓	

Secretary Debbie Aqui

Chairman Bob Pavlovich

Motion: Do Pass As Amended

CS-31

Exhibit 1
January 30, 1985
House Bill 215
Submitted by:
Rick Day, Deptartment
of Revenu

The proposed legislation limits outside advertisement on display boards to "10 days." The Investigations Program contends that the 10 day limit would create and enforcement problem. The Program suggests and amendment striking "and is not displayed for more than 10 days." The language still would allow only temporary advertisement.

49th Legislature

Exhibit 2
January 30, 1985
LC 0197/si

House Bill 295
Submitted by:
Rep. Driscoll

STATEMENT OF INTENT

House BILL 295

A statement of intent is required for this act because it delegates rulemaking authority to the department of commerce. The department may adopt rules governing certification and auditing of manufacturers' informal dispute settlement procedures and procedures for consumers to implement the arbitration procedures of the department. It is the intent of the legislature that in developing these rules, the department look to procedures utilized by the state of Connecticut in implementing its "Lemon Law II".

ABC

Exhibit 3
January 30, 1985
House Bill 295
Submitted by:
S. Jimmy Weg

WITNESS STATEMENT

NAME S. JIMMY WEG BILL No. HB 295

ADDRESS STAR ROUTE, BOX 181, CLANCY, MT 59634 DATE JAN. 30, 1985

WHOM DO YOU REPRESENT MYSELF

SUPPORT X OPPOSE AMEND X

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

I believe that the Committee should recommend passage of House Bill 295, because the Bill will make Montana's lemon law a meaningful remedy for consumers. However, I would like to recommend certain amendments to the Bill, which I will review at the end of my testimony.

In January 1984, I purchased a Ford Motor Co. product, which was a lemon. The present lemon law was of no value to me, during the six months in which I fought with my Ford dealer and the Company.

I also went through Ford Motor Co.'s Informal Dispute Settlement procedure (in accordance with 16 CFR, part 703), however, I did not get the satisfaction I requested. In the end, I still have the vehicle I purchased, and it has been subject to repeat repairs subsequent to the time at which the Ford Consumer Appeals Board reached a decision on my dispute.

During the period between May 1984 and August 1984, my vehicle was subject to repair five times, and remained defective. The defect was an automatic transmission which leaked at several places. Additionally, the vehicle had a defective rear main engine seal, which was replaced, but, started to leak again during December 1984.

I brought up the lemon law to my dealer, who suggested that "I go ahead and sue him." The dealer also claimed that my vehicle was subject to repair only twice, as opposed to the five times on which I actually had it in for repair. I did have witnesses who could have

testified as to how many times my vehicle was repaired, but, since the dealer does not give receipts for warranty work, they can easily manipulate their records to show whatever they want.

I also made demand under the lemon law to Ford Motor Co., but they never even replied to my demands. Enforcing the lemon law in court will cost the consumer more than the amount his vehicle will have depreciated in one year. Instead of suing, one would be better off trading the defective vehicle in on a new vehicle.

I filed my appeal, pursuant to 16 CFR, part 703, on August 13, 1984. On September 24, 1984, my case was dismissed because Ford Motor Co. told the Appeals Board that I had been satisfied, a statement which was inaccurate. Upon my demand, the Board reopened my case, and rendered a decision on October 10, 1984. I was awarded a 5-year, 36,000 mile warranty. I wanted my money back. Basically, this award will allow me to continue to bring my vehicle back for repairs, continually, for the next three years; it will not cost me any money, just time and aggravation.

In addition to filing a Consumer Statement, I wrote nine letters to Ford Motor Co. and my dealer. Additionally, I made a dozen expensive phone calls, and submitted photographs to the Appeals Board.

The Bill as it now reads will provide the consumer with a greater degree of protection than now exists. I do believe that certain amendments should be made; based upon my experience these amendments are vital.

First, the dealer should be required to provide written receipts every time warranty work is performed. These receipts should specify the defect, and what work was performed. This amendment will end disputes over what work was done on a defective vehicle.

Secondly, the dealer should be jointly and severably liable under the lemon law, and not exempted. My dealer displayed no ambition to take care of my problems, and 61-4-505, MCA, actually serves as a disincentive to dealer cooperation. The consumer pays the dealer; he should not have to chase after the manufacturer for satisfaction. Being able to reach the dealer, monetarily, will do wonders in promoting consumer protection.

Finally, the "warranty period," defined at proposed 61-4-501(9), MCA, should include any period in which a vehicle is covered by the manufacturer's extended warranty. Consumers pay a lot of money for extended warrantys, and they should not be penalized by excluding nonconformities which exist during the period of time covered by an extended warranty.

Thank you for considering my opinions.

Exhibit 4
January 30, 1985
House Bill 295
Submitted by: Teri England

Montana Public Interest Research Group
729 Keith Avenue ● Missoula, MT. 59801 ● (406) 721-6040

TESTIMONY BEFORE THE COMMITTEE ON BUSINESS AND LABOR OF THE HOUSE REPRESENTATIVES

JANUARY 30, 1985

Good Morning Mr. Chairman and members of the committee. My name is C.B. Pearson and I am the executive director of the Montana Public Interest Research Group (MontPIRG), a non-profit, non-partisan research and advocacy organization directed by University of Montana students. I am here to speak in favor of HB 295, the so-called "Lemon Law II".

MontPIRG was a strong proponent of the Lemon Law that passed the 1983 Legislature.

MontPIRG operates a consumer hotline which does receive inquiries from consumers about the Lemon Law. To date we have received inquiries from about 15 lemon owners. I have brought with me several letters from consumers who would have benefited from passage of the law before you today. I would like to enter these into the record and also read excerpts that I think pertinent to this bill.

The current Lemon Law was passed when only two other states had passed such a bill, now over 17 states have such legislation. Montana's Lemon Law establishes a definition of what a Lemon automobile is. It also suggests what the manufacturer should do if the automobile is determined to be a lemon. If the manufacturer is cooperative then the consumer is simply out time, taxes and other additional new car charges. Unfortunately, this is seldom the case with the consumers we had contact with. That is why we support the current bill before you.

We favor the following provisions:

1- extension of warranty period;
2- the disclosure provision in lines 2 through 8 on page 4;
3- collateral charges, finance charges, and incidental fees;

4- dealer not liable as described in lines 17 through 21 on page 5;

5- the complete section on dispute settlement beginning on page 6;

6- the notice for resale on lines 3 through 11 on page 9; and,

7- the section requiring public notice on lines 3 through 16 on page 14.

We support HB 295 and are particularily supportive of the sections we have pointed out to you. These sections would address the problems we have heard from consumers with the current Lemon Law.

I would now like to read excerpts from letters addressed to this committee from lemon owners contacted by our office.

Thank you Mr. Chairman and members of the committee for your time.

Exhibit 5
January 30, 1985
House Bill 295
Submitted by:
Teri England

Jan. 25, 1985

Business and Labor Committee
c/o Representative Dan Harrington

To the Committe:

Please use this following testimony for enactment of House Bill 295.

In August of 1984 my wife and I purchased a 1984 Chevrolet Citation from the only Chevrolet dealer here in Billings Mt. For a five month period we had continuous problems with this motor vehicle. For the last two months of Nov. and Dec. of 1984 this vehicle was totally inoperative. Here is a list of some of the overall needed repair:

Vehicle would not start
Vehicle hesitation
Vehicle engine would die out at low and highway speeds
Transmission leaked
Carburetor leaked - gas in engine oil
Brakes froze in cold weather
Power steering did not work
Heater did not work
Air Conditioning stalled out engine when engaged
Loose windshield
Electrical surges
Misc. Rattles
Window wipers did not work right
Front end out of line

The engine problems forced this vehicle to remain in our garage or in the repair shop full time for the months of Nov. & Dec. 1984, while we continued to make bank payments on the vehicle.

During this short period of time my wife and I both had full time jobs while working different shifts. We spent more time at the dealership with this vehicle than at work. The dealership refused us a loaner car! This was the only vehicle we had.

Our greatest concern was the safety of our family, we have one child. This car at numerous times died out while at intersections, interstate on-ramps, stop signs, while passing other vehicles, crosswalks, and while engaged in general. The dealership did not care at all!! They said it might be a computer control problems but they really did not know and did not offer any suggestions.

After trying all avenues at the dealership we proceeded with contacting several consumer outlets. We ended up with an attorney from Helena who specialized with the current Montana Lemon Law. The only way he suggested a win situation was to store our vehicle - pull off the registration plates and go the court route for maybe a year or so. This seemed to us as bad if not worst than having no law at all. What good is the current law? After having informed the dealership of our intent with our attorney they simply laughed in our face and said this current law was a joke and an insult to the public!

Also, behind the situation was the fact that we had bank payments on this vehicle of over $300.00 a month plus the money input for registration, insurance, general maintance, and other cash we had used on our own to rectify the vehicle's problems by a private garage! Simply wasting 4,000 dollars or so over a years time on an inoperative vehicle seemed to high a price to pay. The attorney could not give a guaranty on any financial return or even a positive out come. Again the current law seems to protect the auto dealer and or the manufacturer! a bad vehicle is a bad vehicle and can be easily proved. They have your money and you have a proved bad vehicle they don't want anything to do with.

Exhibit 5
January 30, 1985
House Bill 295
Submitted by:
Teri England

At last in early January we sold this vehicle in an OK condition for 8,000 dollars having paid over 11,000 new for it. Hopefully no one will now come after us! However, we had to refinance a new loan at our bank to pay off the original vehicle loan. We now have a 150 dollar loan per month on a vehicle we do not even own.

With such large amounts of money needed to purchase a new vehicle, with most Montanian's having low per capta income, long distances between places, hard winters, and high fuel costs why are we not stopping this rip-off. Lets make the dealers at least somewhat human! It apparently will take God himself to straighten out the manufacturers.

In our opinion the current Montana law is worthless at best. The lawyers make money and the dealers keep saying they can fix it if it takes two or three years. Most of us take our lick, dump the bad vehicle, and buy a used one that is in better condition then the new defective one. Have you got the time, the money, the emotional stability, and does your boss at work really understand.

Please help others that will loose their shirt in the near future! Thank you

Sincerely,

Jeffrey D. Bryan

Ellen L. Bryan

2724 River Oaks
Billings, Mt. 59105
406-259-8213

Exhibit 6
January 30, 1985
HB 295
Submitted by:
Teri England

January 25, 1985

To Whom It May Concern:

I am writing this letter in regards to an automobile I purchased from Arnlund Auto Plaza on February 4, 1984. I have had it in the shop numerous times for various problems and defects in the car (attached are the work-orders). I realize that any car needs service done on it, but I feel that this one has needed excessive work done on it. Many things were not normal bugs to be worked out, such as a defective gas tank, gas gage, air conditioner condenser and hydraulic clutch hose to name the major ones.

I have had the car in the shop 15-20 times in the 11 months that I have owned it, and each time it took me the extra time and inconvenience of having to take it out of my way to get it to the shop and be without a vehicle for the rest of that day. On two other occasions, it was necessary to leave the car for the whole week. I then had the added expense of borrowing or renting a loaner car.(I should add that the service dept. did only charge me for the insurance on the rented car.)

What this letter is driving at is that I am concerned that I will continue to have problems with this car after the warranty period is up, and will then be charged for the repairs. I am going on record here, with this complaint about my car, to make all parties concerned aware of the problems I have had with this car and to be sure that I will have no problem getting all repairs done to my satisfaction, should I have to take the car in for any service work on any of the previously documented problems. I was assured by the Dealership that this would be the case, and I was also informed by a representative from Mont. P.I.R.G. that I have this right under the Montana"Lemon Law"provisions.

I don't think I will have any problem with the service department taking care of any further repairs, at no charge to me, if they are things that should have been taken care of in the first place. If I do, then I will have to take legal action against the Dealership.

I am sending a copy of this letter to the House Business and Labor Committee in Helena in support of HB 295 calling for a stronger "Lemon Law" in our state in hopes of avoiding problems like this in the future.

Sincerely,

Cindy L. McClintock

CC:Rep. Dan Harrington
C.B. Pearson- Mont. P.I.R.G.
AMC Service Rep.-
Bert Arnlund Auto Plaza

U4329

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
1-15-85	2CCCM38 58FB711558	10712	84	AMC	EAGLE	3-124641

NAME: CINDY MCCLINTOCK

ADDRESS: 520 MILES AVE

CITY/STATE: BIGS, MT ZIP: 59102

HOME PHONE | BUSINESS PHONE | CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $
AUTHORIZED ADD'L REPAIRS $
TOTAL $

ADD'L REPAIRS OK'D BY X
DATE | TIME

DATE IN SERVICE: 2-4-84
WRITTEN BY: BW
ADDITIONAL R.O.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the below repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.
An express agister's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
For value received, I agree, consent to the terms of this repair, and guarantee payment of the same. Demand, notice of nonpayment and protest waived. In the event it becomes necessary for any reason to pursue collection of this statement of any part thereof the undersigned agrees to pay all reasonable costs of collection including reasonable attorneys fees.

TERMS CASH

X TOWER IX

DISCLAIMER OF WARRANTIES
The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY.	PART NO. / DESC.	PRICE	F.C	UNITS	OPER.	COMP / CAUSE / CORR.	TECH.	PRICE
1	323 7862 / Hose	W		1.0		COMP: Repair clutch line CAUSE: CORR: Hydraulic Line Broken	AS	30.00 W
1	323 8951 / Clutch M/Cyl.	W						
	PART NO. / DESC.		F.C	UNITS	OPER.	COMP: Replaced clutch line CAUSE: master cylinder CORR:	TECH.	
	PART NO. / DESC.		F.C	UNITS	OPER.	COMP: CAUSE: CORR:	TECH.	
	PART NO. / DESC.		F.C	UNITS	OPER.	COMP: CAUSE: CORR:	TECH.	

P.O. NUMBER | SUBLET REPAIRS: Wheel Sea | W

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO | SALE

QTS. | GAS, OIL & GREASE

TOTAL GAS.OIL. GREASE

ALBERT ARNLUND AUTO PLAZA
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
Phone 652-1430
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES				+

UNIT	PRICE			
			1	LUBF
			2	CHAI INSP
			3	CHAI FILTI
			4	REAF AXLE CHAI
			5	SERV TRAN
			6	PACI WHE
			7	INSP FRO
			8	INSP REAI
			9	ROT TIRE
			10	BAL 4 TI
			11	FRT ALIC
			12	STE SUS
			13	INSI EXH
			14	WIP REI
			15	HE AIM
			16	CO CHI
			17	CO SYS FLU
			18	EN TU
			19	EMI CO
			20	AIR FIL RE
			21	PC SY CL
			22	PC VA RE
			23	FU RE
			24	FU IN
			25	EV CO SY
			26	IN AI CO

WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐ CUSTOMER

938

04300

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
1-14-88	2CCCN38S8EB71185 8	10709	84	AMC	Eagle	3-124641

NAME: CINDY MCCLINTOCK

ADDRESS: 520 MILES

CITY/STATE: BLGS, MT ZIP: 59102

HOME PHONE: BUSINESS PHONE: 259-4120 CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $
AUTHORIZED ADD'L REPAIRS $
TOTAL $

ADD'L REPAIRS OK'D BY X
DATE TIME

DATE IN SERVICE
WRITTEN BY: Ou
ADDITIONAL R.O.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the below repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

An express agister's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

For value received, I agree, consent to the terms of this repair, and guarantee payment of the same. Demand, notice of nonpayment and protest waived. In the event it becomes necessary for any reason to pursue collection of this statement of any part thereof the undersigned agrees to pay all reasonable costs of collection including reasonable attorneys fees.

TERMS CASH

X Cindy McClintock

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY	PART NO. / DESC.	PRICE
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	
	PART NO.	
	DESC.	

F.C	UNITS	OPER.		PRICE
			COMP. check clutch bad?	
			CAUSE Low fluid — TECH. #5	
	1.0		CORR. Pulled off clutch line repaired hole in line	30.00 W
F.C	UNITS	OPER.		
			COMP. Wiesels at time — #5	
			CAUSE Set idle — TECH.	n/c
			CORR.	
F.C	UNITS	OPER.		
			COMP.	
			CAUSE — TECH.	
			CORR.	
F.C	UNITS	OPER.		
			COMP.	
			CAUSE — TECH.	
			CORR.	

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO. | SALE

QTS. GAS, OIL & GREASE

TOTAL GAS, OIL, GREASE

ALBERT ARNLUND AUTO PLAZA
Phone 652-1430
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO.	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT.	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE CASH				+

UNIT	PRICE			
			1	LUBE
			2	CHAN INSP
			3	CHAN FILTE
			4	REAR AXLE CHAN
			5	SERV TRAN
			6	PACK WHEE
			7	INSPE FRON
			8	INSPI REAR
			9	ROTA TIRES
			10	BALA 4 TIRE
			11	FRT ALIGI
			12	STEEI SUSP
			13	INSP EXHA
			14	WIPEI REFIL
			15	HEAD AIMI
			16	COOI CHEC
			17	COOI SYST FLUS
			18	ENGI TUNI
			19	EMIS CON
			20	AIR FILTE REPL
			21	PCV SYST CLEA
			22	PCV VALV REPL
			23	FUEL REPL
			24	FUEL INSPI
			25	EVAP CONT SYST
			26	INSPI AIR CONI

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐

CUSTOMER

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
1-18-85	2CCCN38584B-111858	10615		Eagle		3-B4641

NAME: Cindy McClintock

ADDRESS

CITY/STATE ZIP

HOME PHONE | BUSINESS PHONE | CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $
AUTHORIZED ADD'L REPAIRS $
TOTAL $

ADD'L REPAIRS OK'D BY X
DATE TIME

DATE IN SERVICE
WRITTEN BY
ADDITIONAL R.O.

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TERMS CASH
X Cindy McClintock

DISCLAIMER OF WARRANTIES
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QTY	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	PRICE
1	812-3332 Deck Kit	4/				COMP. TAPE DECK EATS TAPES — CAUSE CLEAN W/ HEAD CLEANER		
1	PCP Cut Spray	3.95				CORR. NOISE REAR WHEELS — IS NORMAL BRAKE NOISE OK		N/C
1	899-3500 Fluids + Mat		F.C.	UNITS	OPER.	COMP. CAUSE CORR. Tune engine + Road test		N/C
1	PCP Fuel Tank	2.50						
1	899-3146 Oil filter	4.50	F.C.	UNITS	OPER.	COMP. Windows rattle part way to CAUSE NORMAL CORR. Repair REAR DEFROSTER GRID — fill + check W/S WASHERS —	TECH.	N/C N/C O/K
	Paid CASH		F.C.	UNITS	OPER.	COMP. CAUSE Lube + Adjust REAR LID — CORR. HEAD REST HAVE BOTH TRIM SHOP	TECH.	Later

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO | SALE

QTS. | GAS, OIL & GREASE

TOTAL GAS.OIL. GREASE

ALBERT ARNLUND AUTO PLAZA
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
Phone 652-1430
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

		K	ACCT. NO	SALE	K
LABOR		C			—
SUBLET		C			—
PARTS		C			—
TIRES		C			—
GAS, OIL GREASE		C			—
		C			—
WARRANTY DEDUCT		C			—
					—
SOURCE 30 (0)	CHARGE SALES				+
SOURCE 33 (0)	CASH SALES				+

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐

CUSTOMER

U42

UN.	PRICE			
			1	LU
			2	CH IN
			3	CH FI
			4	RE AX CH
			5	SE TR
			6	PA WI
			7	IN FR
			8	IN RE
			9	RO TI
			10	BA 4
			11	FR AL
			12	ST SU
			13	IN EX
			14	W FI
			15	HI AI
			16	CO CH
			17	CO SY FI
			18	E T
			19	E CO
			20	AI FU RE
			21	PC SY CL
			22	PO VA RE
			23	FU RE
			24	FU IN
			25	EV CO SY
			26	IN AI CO

161

03408

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
1-8-84	2CCCH38S8EB711858	9166	84	Amc	Eagle	3-124641

NAME: Cindy McClintock

ADDRESS: 528 miles

CITY/STATE: Bigo, mt ZIP: 59102

HOME PHONE:

BUSINESS PHONE: 259-4120

CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $

AUTHORIZED ADD'L REPAIRS $

TOTAL $

ADD'L REPAIRS OK'D BY X

DATE TIME

DATE IN SERVICE: 2-4-84

WRITTEN BY: Bw

ADDITIONAL R.O.

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

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TERMS CASH

X Cindy McClintock

QTY	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	PRICE
	PART NO. / DESC.					COMP. Repair Diesels at tires and		
	PART NO. / DESC.					CAUSE gas in lines dropping off	TECH #2	
						CORR. adjust timing check & fuel		
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP.		
	PART NO. / DESC.					CAUSE ✓ Transfer Case noisy in	TECH #2	
						CORR. 4WD when cold		
	PART NO. / DESC.					check all axles, U joints, transfer		
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP. case, gear box all OK		
	PART NO. / DESC.					CAUSE	TECH.	
						CORR.		
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP.		
	PART NO. / DESC.					CAUSE	TECH.	
						CORR.		

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO | SALE

QTS. | GAS, OIL & GREASE

TOTAL GAS OIL GREASE

ALBERT ARNLUND AUTO PLAZA

Phone 652-1430

AMC-JEEP-MAZDA

CHRYSLER-PLYMOUTH

2540 PHYLLIS LANE

BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO.	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT.	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES				+

UNIT	PRICE			
			1	LUBE
			2	CHANG INSP. F
			3	CHANG FILTER
			4	REAR AXLE CHANG
			5	SERV TRANS
			6	PACK WHEEL
			7	INSPEC FRONT
			8	INSPEC REAR
			9	ROTAT TIRES
			10	BALAN 4 TIRES
			11	FRT E ALIGN
			12	STEER SUSP
			13	INSP. EXHAU
			14	WIPER REFILL
			15	HEADL AIMIN
			16	COOL CHECK
			17	COOLI SYSTEM FLUSH
			18	ENGINE TUNE
			19	EMISSI CONTR
			20	AIR/PC FILTER REPLA
			21	PCV SYSTE CLEAN
			22	PCV VALVE REPLA
			23	FUEL F REPLA
			24	FUEL S INSPEC
			25	EVAPO CONTR SYSTEM
			26	INSPEC AIR COND

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐

CUSTOMER

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
8-30-84	2CCCN38S8EB711858	7688	84	AMC	Eagle	3-124641

NAME: Cindy McClintock

ADDRESS: 520 mile

CITY/STATE: Bgs, mt ZIP: 59102

HOME PHONE:

BUSINESS PHONE: 259-4120

CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $

AUTHORIZED ADD'L REPAIRS $

TOTAL $

ADD'L REPAIRS OK'D BY X

DATE TIME

DATE IN SERVICE

WRITTEN BY: GW

ADDITIONAL R.O.

DISCLAIMER OF WARRANTIES
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TERMS CASH

X

QTY.	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	PRICE
1	58-9047 Condenser	W				COMP. Replace AC Condenser		
						CAUSE leaks	HS	
3	59-9300 R12 Freon	W				CORR. R&R condenser & evac & recharge		
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	
	PART NO. / DESC.		F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO | SALE

QTS. | GAS, OIL & GREASE

TOTAL GAS.OIL. GREASE

ALBERT ARNLUND AUTO PLAZA
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
Phone 652-1430
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT.	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES				+

UNIT	PRICE			
			1	LU
			2	CH IN
			3	CH FL
			4	RI A C
			5	SE TR
			6	PA WH
			7	INS FR
			8	IN RE
			9	RO TIR
			10	BA 4 T
			11	FR AL
			12	ST SU
			13	IN EX
			14	WI RE
			15	HI AI
			16	CO CH
			17	CO SY FL
			18	EN TU
			19	EM CO
			20	AI FI RE
			21	FC SY CL
			22	PC VA RE
			23	FU RE
			24	FU IN
			25	EV CO SY
			26	INS AIR CO

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐ CUSTOMER

593 #5 2235

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
6-27-84	2CCCW385EC711858	76074	84	Ame	eagle	3-124641

NAME: Cindy McClimon
ADDRESS: 228 Mile Ave
CITY/STATE: Billings MT ZIP 59101
HOME PHONE: 259-4120
BUSINESS PHONE:
CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $
AUTHORIZED ADD'L REPAIRS $
TOTAL $

ADD'L REPAIRS OK'D BY X
DATE TIME

DATE IN SERVICE: 7-4-84
WRITTEN BY: SIC
ADDITIONAL R.O.

DISCLAIMER OF WARRANTIES
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TERMS CASH
X

QTY.	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	PRICE
3	PART NO. R12 DESC. Freon	~~6.00~~ W		1		COMP. Check Air cleaner CAUSE CORR. hose with hole in it Air clean hose	#5	3.00 W
1	PART NO. 899.50 DESC. Fluid + mat			8		COMP. CAUSE A/c - wont work CORR. check oper. recharged	#5	71.00 W
				7		COMP. check engine for oper. CAUSE CORR.	#5	28.00
						COMP. speedo & tach check CAUSE odo. OK CORR. carpet glue goes at floor replaced, put back in place	#5	N/C

P.O. NUMBER	SUBLET REPAIRS
TOTAL SUBLET REPAIRS	
SPECIAL ORDER PARTS DATE	SPECIAL ORDER PARTS NO.
QTS.	GAS, OIL & GREASE
TOTAL GAS, OIL, GREASE	

SALE

ALBERT ARNLUND AUTO PLAZA
Phone 652-1430
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO.	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT.	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES				+

UNIT				
1	LUBE			
2	CHANGE O INSP. BELT			
3	CHANGE C FILTER			
4	REAR: FR AXLE AXI CHANGE I			
5	SERV. TRANS.			
6	PACK WHEEL BH			
7	INSPECT FRONT BK			
8	INSPECT REAR BKE			
9	ROTATE TIRES			
10	BALANCE 4 TIRES			
11	FRT. END ALIGN.			
12	STEER. SUSP.			
13	INSP. EXHAUST			
14	WIPER REFILL			
15	HEADLT AIMING			
16	COOLANT CHECK			
17	COOLING SYSTEM FLUSH			
18	ENGINE TUNE			
19	EMISSION CONTROL			
20	AIR/PCV FILTERS REPLACE			
21	PCV SYSTEM CLEAN			
22	PCV VALVE REPLACE			
23	FUEL FILT REPLACE			
24	FUEL SYS INSPECT			
25	EVAPORAT CONTROL SYSTEM			
26	INSPECT AIR COND.			

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐ CUSTOMER

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
8-22-84	2CCCN38S8EB711858	72255	84	AMC	Eagle	3-124641

NAME: Cindy McClintock

ADDRESS: 520 miles

CITY/STATE: Blge, mt ZIP: 59102

HOME PHONE: 656-6125

BUSINESS PHONE:

CUST.:

ORIGINAL ESTIMATE (PARTS & LABOR) $:

AUTHORIZED ADD'L REPAIRS $: CWO

TOTAL $:

ADD'L REPAIRS OK'D BY X

DATE: TIME:

DATE IN SERVICE: 2-7-84

WRITTEN BY: Jim

ADDITIONAL R.O.:

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TERMS CASH

X Cindy McClintock

QTY.	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.		PRICE
						COMP: ✓ shift linkage hard to	
						CAUSE: get into gear als a little TECH #5	
						CORR: Check shifting pattern OK #5	N/C
						✓ clutch adj / too much play?	
			F.C.	UNITS	OPER.		
						COMP: Hydr. clutch off adj	N/C
						CAUSE: TECH.	
						CORR: Set idle up for A/C only #5	
						dir of blower	
			F.C.	UNITS	OPER. 2		
						COMP: oil seem to spot.	6.00 W
						CAUSE: ✓ LH Rear Door Comment TECH #5	
						CORR: Order retaining clips	N/C
						Secure tailgate w/ strap #5	
			F.C.	UNITS	OPER. 3		
						COMP: glued beltline stripping	9.00 W
						CAUSE: Block TECH. #5	
						CORR:	

P.O. NUMBER	SUBLET REPAIRS	
TOTAL SUBLET REPAIRS		

SPECIAL ORDER PARTS DATE	SPECIAL ORDER PARTS NO.	SALE
QTS.	GAS, OIL & GREASE	
TOTAL GAS.OIL. GREASE		

ALBERT ARNLUND AUTO PLAZA
Phone 652-1430
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

		K	ACCT. NO.	SALE	K
LABOR		C			—
SUBLET		C			—
PARTS		C			—
TIRES		C			—
GAS, OIL GREASE		C			—
		C			—
WARRANTY DEDUCT.		C			—
					—
SOURCE 30 (0)	CHARGE SALES				+
SOURCE 33 (0)	CASH SALES				+

UNIT				
			1	LUBE
			2	CHANGE INSP. BEL
			3	CHANGE FILTER
			4	REAR FR AXLE AX CHANGE
			5	SERV. TRANS.
			6	PACK WHEEL BR
			7	INSPECT FRONT BK
			8	INSPECT REAR BKE
			9	ROTATE TIRES
			10	BALANCE 4 TIRES
			11	FRT. END ALIGN.
			12	STEER. SUSP.
			13	INSP. EXHAUST
			14	WIPER REFILL
			15	HEADLT. AIMING
			16	COOLANT CHECK
			17	COOLING SYSTEM FLUSH
			18	ENGINE TUNE
			19	EMISSION CONTROL
			20	AIR/PCV FILTERS REPLACE
			21	PCV SYSTEM CLEAN
			22	PCV VALVE REPLACE
			23	FUEL FILT REPLACE
			24	FUEL SYS INSPECT
			25	EVAPORA CONTROL SYSTEM
			26	INSPECT AIR COND

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐ CUSTOMER

0184

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
7-31-84	2CCCN38E B1185A	1450	84	Amc	Eagle	3-124641

NAME: Cindy McClurgh

ADDRESS: 320 Miles Ave

CITY/STATE: Billings MT ZIP: 59101

HOME PHONE: 259-1120 BUSINESS PHONE: Call when CUST.: done

ORIGINAL ESTIMATE (PARTS & LABOR) $

AUTHORIZED ADD'L REPAIRS $

TOTAL $

ADD'L REPAIRS OK'D BY X

DATE TIME

DATE IN SERVICE: 2-7-85

WRITTEN BY: SK

ADDITIONAL R.O.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the below repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

An express agister's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

For value received, I agree, consent to the terms of this repair, and guarantee payment of the same. Demand, notice of nonpayment and protest waived. In the event it becomes necessary for any reason to pursue collection of this statement of any part thereof the undersigned agrees to pay all reasonable costs of collection including reasonable attorneys fees.

TERMS CASH

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY	PART NO. / DESC.	PRICE	F.C.	UNITS	OPER.	COMP. / CAUSE / CORR.	TECH.	PRICE
1	535-855 Installer	6				COMP. pull to right - hard		
1	211 185 Tube	6		5		CAUSE when 2 week ago	#4	
				5		CORR. still pull right		
						Deflated 4 tires		
			F.C.	UNITS	OPER.	COMP. check clutch for adj		
						CAUSE may be soft	#4	1 00 in
						CORR.		
			F.C.	UNITS	OPER.	COMP. check A/C may be		
						CAUSE able to get colder	#4	17 00
						CORR.		
			F.C.	UNITS	OPER.	COMP. part are in - clutch		
				2		CAUSE filler cap & hose	4	6 00 in
						CORR.		

To Purchase Customer for part and alignment from 0528 where AMC credits us

Call Phyllis

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO. | SALE

QTS. | GAS, OIL & GREASE

TOTAL GAS.OIL. GREASE

ALBERT ARNLUND AUTO PLAZA
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
Phone 652-1430
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT NO	SALE	K
LABOR	C			—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT.	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES				+

UNIT	PRICE			
1	LUBE			
2	CHAN INSP			
3	CHAN FILTE			
4	REAR AXLE CHAN			
5	SERV TRANS			
6	PACK WHEE			
7	INSPE FRON			
8	INSPE REAR			
9	ROTA TIRES			
10	BALAN 4 TIRE			
11	FRT/E ALIGN			
12	STEE SUSP			
13	INSP EXHA			
14	WIPER REFIL			
15	HEAD AIMIN			
16	COOL CHEC			
17	COOL SYSTE FLUSH			
18	ENGI TUNE			
19	EMIS CONT			
20	AIR/P FILTE REPL			
21	PCV SYSTE CLEAN			
22	PCV VALVE REPL			
23	FUEL REPL			
24	FUEL INSPE			
25	EVAP CONT SYST			
26	INSPE AIR COND			

A[redacted]TS R[redacted]ED WI[redacted] DISC[redacted] UNL[redacted]STRI[redacted] OTH[redacted]E S[redacted] D[redacted]D [redacted] [redacted]STO[redacted]

1528

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
7-16-89	2CCCN38586D711858	6193	84	Ame	Eagle	3124641

NAME: Cindy Mrs Clinton

ADDRESS: 520 Miles Ave.

CITY/STATE: Billings MT ZIP: 59101

HOME PHONE: 259-4120 BUSINESS PHONE: Bill when Phone CUST

ORIGINAL ESTIMATE (PARTS & LABOR) $

AUTHORIZED ADD'L REPAIRS $

TOTAL $

ADD'L REPAIRS OK'D BY X

DATE TIME

DATE IN SERVICE 7-17-89

WRITTEN BY SF

ADDITIONAL R.O.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the below repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

An express agister's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

For value received, I agree, consent to the terms of this repair, and guarantee payment of the same. Demand, notice of nonpayment and protest waived. In the event it becomes necessary for any reason to pursue collection of this statement of any part thereof the undersigned agrees to pay all reasonable costs of collection including reasonable attorneys fees.

TERMS CASH

X [illegible]

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY	PART NO / DESC	PRICE	F.C.	UNITS	OPER.	COMP / CAUSE / CORR	TECH	PRICE
	PART NO.					COMP: Pulls to right		
	DESC.					CAUSE: Alignment	TECH: 4	
	PART NO.		1.0			CORR: Lead		21.95
	DESC.					Check to see if cap		
	PART NO.		F.C.	UNITS	OPER.	COMP: for clutch fluid is in		
	DESC.					CAUSE: [illegible] yet	TECH: 4	
	PART NO.					CORR:		
	DESC.					Check with		
	PART NO.		F.C.	UNITS	OPER.	COMP: fuse for		
	DESC.					CAUSE: level	TECH.	
	PART NO.					CORR:		
	DESC.							
	PART NO.		F.C.	UNITS	OPER.	COMP: Road		
	DESC.					CAUSE: check	TECH.	
	PART NO.					CORR: 29.41		
	DESC.							

Call Bob (or Steve) for Bob to call back. If not back to me in 1-2 wks

P.O. NUMBER | SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE | SPECIAL ORDER PARTS NO | SALE

QTS | GAS, OIL & GREASE

TOTAL GAS.OIL. GREASE

ALBERT ARNLUND AUTO PLAZA
Phone 652-1430
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO.	SALE	K
LABOR	C		21.95	—
SUBLET	C			—
PARTS	C			—
TIRES	C			—
GAS, OIL GREASE	C			—
	C			—
WARRANTY DEDUCT	C			—
				—
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 (0) CASH SALES			21.95	+

UNIT	PRICE			
			1	LUBE
			2	CHANGE INSP. BR
			3	CHANGE FILTER
			4	REAR FI AXLE A CHANGE
			5	SERV TRANS
			6	PACK WHEEL BI
			7	INSPECT FRONT BI
			8	INSPECT REAR BKI
			9	ROTATE TIRES
			10	BALANCE 4 TIRES
			11	FRT END ALIGN.
			12	STEER SUSP.
			13	INSP. EXHAUST
			14	WIPER REFILL
			15	HEADLT AIMING
			16	COOLANT CHECK
			17	COOLING SYSTEM FLUSH
			18	ENGINE TUNE
			19	EMISSION CONTROL
			20	AIR/PCV FILTERS REPLACE
			21	PCV SYSTEM CLEAN
			22	PCV VALVE REPLACE
			23	FUEL FILT REPLACE
			24	FUEL SYS INSPECT
			25	EVAPORA CONTROL SYSTEM
			26	INSPECT AIR COND.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE SAVE ☐ DISCARD ☐

CUSTOMER

0220

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	YEAR	MAKE	MODEL	LICENSE NO.
2-7-84	2C8CN38K8E871125 8	2535	84	AMC	eagle	3-124641

NAME

ADDRESS

CITY STATE ZIP

BUSINESS PHONE

CUST.

ORIGINAL ESTIMATE (PARTS & LABOR) $

AUTHORIZED ADD'L REPAIRS $

TOTAL $

ADD'L REPAIRS OK'D BY X

DATE TIME

DATE IN SERVICE 2-1-84

WRITTEN BY

ADDITIONAL R.O.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the below repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

An express agister's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

For value received, I agree consent to the terms of this repair, and guarantee payment of the same. Demand, notice of nonpayment and protest waived. In the event it becomes necessary for any reason to pursue collection of this statement of any part thereof the undersigned agrees to pay all reasonable costs of collection including reasonable attorneys fees.

TERMS CASH

XX

QTY	PART NO. / DESC	PRICE
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	
	PART NO. / DESC	

F.C.	UNITS	OPER.	COMP / CAUSE / CORR	TECH	PRICE
			COMP / CAUSE / CORR		
			COMP / CAUSE / CORR		
			COMP / CAUSE / CORR		
			COMP / CAUSE / CORR		

P.O. NUMBER

SUBLET REPAIRS

TOTAL SUBLET REPAIRS

SPECIAL ORDER PARTS DATE

SPECIAL ORDER PARTS NO.

SALE

QTS.	GAS, OIL & GREASE

TOTAL GAS, OIL & GREASE

PAID

ALBERT ARNLUND AUTO PLAZA
AMC-JEEP-MAZDA
CHRYSLER-PLYMOUTH
Phone 652-1430
2540 PHYLLIS LANE
BILLINGS, MONTANA 59102

PARTS & ACCESSORIES & SERVICE SALES

	K	ACCT. NO.	SALE	K
LABOR	C			
SUBLET	C			
PARTS	C			
TIRES	C			
GAS, OIL GREASE	C			
	C			
WARRANTY DEDUCT	C			
			16.50	
SOURCE 30 (0) CHARGE SALES				+
SOURCE 33 CASH SALES				+

UNIT	PRICE			
			1	LUBE
16	52		2	CHANGE O INSP. BELT
			3	CHANGE O FILTER
			4	REAR FR AXLE, AXI CHANGE
			5	SERV TRANS
			6	PACK WHEEL BE
			7	INSPECT FRONT BKI
			8	INSPECT REAR BKE
			9	ROTATE TIRES
			10	BALANCE 4 TIRES
			11	FRT. END ALIGN.
			12	STEER SUSP.
			13	INSP. EXHAUST
			14	WIPER REFILL
			15	HEADLT AIMING
			16	COOLAN CHECK
			17	COOLING SYSTEM FLUSH
			18	ENGINE TUNE
			19	EMISSIO CONTR
			20	AIR/PCV FILTERS REPLAC
			21	PCV SYSTEM CLEAN
			22	PCV VALVE REPLAC
			23	FUEL FI REPLAC
			24	FUEL SY INSPECT
			25	EVAPOR CONTRO SYSTEM
			26	INSPECT AIR CON

288 4-8-1

CHRYSLER

ALL PARTS ARE NEW EXCEPT AS NOTED		
QUAN.	PART NUMBER / DESCRIPTION	PRICE
1	323-0700 sender	

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

SUBLET

1 Towed in by DJ # 2331 W

X GAS, OIL & GREASE GALS. GAS @ 5 00

QTS. OIL @

LBS. GREASE @

AUTOMATIC TRANS. FLUID @

NAME: Cindy McCartick

ADDRESS: 520 Miles

CITY / STATE / ZIP

TIME REQUIRED A.M. P.M.

PHONE NUMBER: 259-4120

CUSTOMER ORDER NO.

YEAR	MAKE	TYPE OR MODEL	LICENSE NUMBER
81	AMC	Eagle	

IDENTIFICATION OR SERIAL NO.: 2CCCN3858EB71858 MILEAGE: 477

TERMS: CASH / CHARGE

WRITTEN BY: [illegible]

ORIG. EST. $ REV. EST. $ DATE 7/18/84 TIME AUTH. BY ☐ BY PHONE ☐ IN PERSON

OPER. NO.	INSTRUCTIONS:
#9	won't start – out of gas fuel Tank said 14 – ordered fuel Tank Sending unit adjust Idle adjust Hood Tow in By DJ.

LABOR		OPERATION
		Lubrication
		Change Oil
		Change Oil Filter Cart
		State Inspection
		Balance Wheels
		Pack Front Wheel Bearings
		Adjust Brakes
		X Tires
		Service Emission Control
		Polish

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X CUSTOMER'S SIGNATURE

R. O. No. 4883 CLAIM No. CUST. No. SERVICE ADVISOR

WARRANTY CLAIMS				INTERNAL SALES				PARTS & ACCESSORIES & SERVICE SALES			
ACCT. NO.	AMOUNT		K	ACCT. NO	AMOUNT		K	DESC	ACCT. NO	AMOUNT	K

CLAIM NO.	ACCT. NO	FACTORY CLAIMS TOTAL	K		ACCT. NO	AMOUNT	K				
				POLICY WORK SERVICE				TAX			
				POLICY WORK NEW CARS				CHARGE SALES			SOURCE 30
				POLICY WORK USED CARS				FAC. REC. OTHER			SOURCE 33
								CASH SALES			
			S	TOTAL			S				

Reynolds · Reynolds CELINA, OHIO LITHO IN U.S.A.

FORM VIM-134-CHY (1-84)

8112 2-11-82

ALL PARTS ARE NEW EXCEPT AS NOTED

QUAN.	PART NUMBER / DESCRIPTION	PRICE
	1899-3580 T Paint	2 10

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

SUBLET

GAS, OIL & GREASE
GALS. GAS @

QTS. OIL @

LBS. GREASE @

AUTOMATIC TRANS. FLUID @

NAME: Cindy McCluskey
ADDRESS: 520 Miles
CITY: Bellingham STATE: ZIP:
TIME REQUIRED: 3:00 A.M. P.M.
PHONE NUMBER: 239-4920
CUSTOMER ORDER NO.

YEAR: 84 MAKE: AMC TYPE OR MODEL: Eagle LICENSE NUMBER: 3-124611

IDENTIFICATION OR SERIAL NO.: 2EC10 3858 EB MILEAGE: 11858 / 1932 TERMS: CASH CHARGE WRITTEN BY: RC

ORIG. EST. $ REV. EST. $ DATE TIME: 3-22-84 AUTH. BY ☐ BY PHONE ☐ IN PERSON

OPER. NO.	INSTRUCTIONS	LABOR
Comm	undercoating on gas tank / done	N/C
#15	touch up paint / done	
Comm	buff off overspray / done	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X Cindy McCluskey
CUSTOMER'S SIGNATURE

LABOR	OPERATION
	Lubrication
	Change Oil
	Change Oil Filter Cart
	State Inspection
	Balance Wheels
	Pack Front Wheel Bearings
	Adjust Brakes
	X Tires
	Service Emission Control
	Polish

R. O. No. 1827 CLAIM No. CUST. No. SERVICE ADVISOR

WARRANTY CLAIMS				INTERNAL SALES				PARTS & ACCESSORIES & SERVICE SALES			
ACCT NO	AMOUNT		K	ACCT NO	AMOUNT		K	DESC.	ACCT NO	AMOUNT	K
										2 10	

CLAIM NO.	ACCT. NO	FACTORY CLAIMS TOTAL	K		ACCT NO	AMOUNT	K	TAX			
				POLICY WORK SERVICE				CHARGE SALES			SOURCE 30
				POLICY WORK NEW CARS				FAC. REC. OTHER			SOURCE 33
				POLICY WORK USED CARS				CASH SALES			
				TOTAL			S			2 10	

FORM VIM-134-CHY (1-84)

Reynolds · Reynolds CELINA OHIO LITHO IN U.S.A.

Transfer to Jerrosh

677

2-4-84

ALL PARTS ARE NEW EXCEPT AS NOTED

QUAN.	PART NUMBER / DESCRIPTION	PRICE
1	813-1654 Fuel Tank	W
1	323-0700 Send Unit	W

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

SUBLET

GAS, OIL & GREASE
GALS. GAS @

QTS. OIL @

LBS. GREASE @

AUTOMATIC TRANS. FLUID @

NAME	Cindy McClintock
TIME REQUIRED	5.00 A.M. P.M.
ADDRESS	520 Miles
PHONE NUMBER	259-4720
CITY	Billings
STATE	
ZIP	
CUSTOMER ORDER NO.	
YEAR	84
MAKE	AMC
TYPE OR MODEL	Eagle
LICENSE NUMBER	3-124641
IDENTIFICATION OR SERIAL NO.	2CCCN3858EB711858
MILEAGE	11745
TERMS CASH / CHARGE	
WRITTEN BY	
ORIG. EST. $	
REV. EST. $	
DATE / TIME	3-8-84
AUTH. BY	☐ BY PHONE ☐ IN PERSON

OPER. NO.	INSTRUCTIONS:
#9	gas tank - undercoating also — replace gas tank & sending unit chips on left fender — ordered touch up paint trim on interior of right door — replace trim left headrest pulls out — ordered parts - will then have to go to upholstery shop

LABOR	OPERATION
	Lubrication
	Change Oil
	Change Oil Filter Cart
	State Inspection
	Balance Wheels
	Pack Front Wheel Bearings
	Adjust Brakes
	X Tires
	Service Emission Control
	Polish

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments or any delays caused by your employees. I grant you and your employees permission to operate the vehicle herein described on roads and highways for the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X Cindy McClintock
CUSTOMER'S SIGNATURE

R. O. No. 1496 | CLAIM No. | CUST. No. | SERVICE ADVISOR

WARRANTY CLAIMS

ACCT NO	AMOUNT	K

INTERNAL SALES

ACCT NO	AMOUNT	K

PARTS & ACCESSORIES & SERVICE SALES

DESC	ACCT NO	AMOUNT	K

CLAIM NO.	ACCT. NO	FACTORY CLAIMS TOTAL	K

	ACCT. NO	AMOUNT	K
POLICY WORK SERVICE			
POLICY WORK NEW CARS			
POLICY WORK USED CARS			
TOTAL			S

TAX	
CHARGE SALES	
FAC. REC. OTHER	
CASH SALES	

SOURCE 30

SOURCE 33

FORM VIM-134-CHY (1-84)

Reynolds Reynolds CELINA OHIO LITHO IN U.S.A.

496

1247

2-4-84

ALL PARTS ARE NEW EXCEPT AS NOTED

QUAN.	PART NUMBER / DESCRIPTION	PRICE
	1371-9414 Fl door	W

Exhibit 6
January 30, 1985
House Bill 295
Submitted by:
Teri England

1/28/85

Dear Montana Representatives,

I took delivery of a 1984 Jeep Cherokee from Flanagans in Missoula on June 1, 1984. The following morning when I started the vehicle I engaged the choke, following the instructions in the owners manual. The exhaust smoked and pulsed like a misfiring cylinder and the vehicle shook badly. After a minute or two the idle would smooth out and begin to operate on fast idle. The dealer told me to let it break in. This Jeep, at idle, displayed an unusual feature from the car I traded in; when stopped at a light or stop sign, the engine idle speed would increase for a period of time and then drop back to a normal, low smooth idle. If, while at idle, the steering wheel were turned, even slightly, the engine idle speed would increase to compensate for the load on the engine. It would decrease when the steering wheel was released. It idled like this, normally, until I experienced a complete electrical system failure. After this electrical system failure, the engine idled erratically and I experienced a constant, intermittent problem with engine dieseling. It would run on after the ignition was turned off.

I was driving out on Higgins Avenue and was [illegible] to have to stopped the Jeep. The next time I started it, I heard an electrical clicking noise, a popping noise, an arcing noise and a strange smell was present, and the vehicle was dead. No lights, no horn, no radio, no nothing. After getting quite frustrated that my 10 day old Jeep had just had a major electrical malfunction, I started fiddling with the battery cables. It still wouldn't start so I started walking

to a friend's house. I remembered experiencing a similar problem with another vehicle that I had owned and I knew that the immediate problem most likely was a bad ground. I fiddled with the battery cables again, heard another clicking noise and the power was restored. The biggest mistake I made was not going back to the dealer and demanding that the contract be cancelled. I knew this electrical malfunction would be very difficult to find. The Jeep had never idled like it did before the first electrical failure and the dieseling problem became apparent after it died. There was another electrical failure, on the dealer's lot, one Sunday a few months later.

I've had problems in five major areas:

1. Fuel System; with bad choke operation, dieseling and rough inconsistent idle operation.

2. Electrical System Failures,

3. Transmission; grinding noises, a bad clutch, pressure plate, release bearing and problem with the flywheel.

4. Engine oil leaks; the rear main seal and the valve cover.

5. Fit and finish defects; consisting of a defective rear door, the fiberglass was cracking and on a fender the paint was peeling because it did not properly adhere to the primer at the factory.

To date this Jeep has made 19 visits for a total duration of 49 days in the repair facility in the 21 months I've owned it. Luckily, the dealer loaned me a vehicle for about half that time, which did minimize the inconvenience, but did not eliminate it. He did not have to loan me a vehicle either, but he did, and I was grateful.

On January 11, 1985 the service department finally went into the vehicle with the attitude of fixing it. It had recently begun an occasional, nonconstant situation in which the electrical system was not controlling the fuel system properly and the vehicle would not start easily and when it did, it would just turn on, the engine would not run, then there'd be a clicking noise in the engine and it would return to it's normal, always erratic idle. They recently kept it 12 days, drove it 125 miles and replaced a number of major components. The service technician told me he found a number of things wrong. Even after all these parts were replaced it still shows signs of bucking, runs rough on choke, though not near as rough as when I took delivery, and the nonconstant situation [illegible] and it still does not idle like it did before the first electrical system failure. I feel quite confident it will not ever idle like that again

No one at the dealership could tell me anything about the procedures to follow when encountering continuing problems like these. I had to dig for any information I found. I learned of Montana Lemoncap and contacted them. They told me they couldn't help me because they were not functioning by deep depression and I'd have to contact an arbitration panel in Denver. I had no intentions of dealing with an arbitration panel based in Denver. The lawyer I spoke to in Helena said that it passed and couldn't tell me what the final figure would cost. Luckily, I'm a student here in Missoula and the Student Legal Service agreed to take the case.

I completely believe that I took delivery of a defective Jeep. It's been a constant nuisance and I cannot believe it will ever be trouble free. It never has been trouble free. It has been defective the entire warranty period; a number of major components were recently replaced at Jeep's expense out of the expressed written warranty's duration. At 15,000 miles on the odometer, I'm out of warranty, my Jeep's never been right and I'm out of warranty. If I win the Lemon Law case I will still have to pay new vehicle taxes again, which bring licensing and taxes to near $300.00 on this vehicle. If I hadn't taken delivery of a defective vehicle I wouldn't have to pay these taxes again.

The law must be strengthened, a state sanctioned arbitration panel with enforcement capabilities set up for individuals and situations where hiring a lawyer might prove an additional, real burden. Any steps which might reduce the burden on the lemon owner must be taken. A corporation is a faceless entity. I talked to the factory service representative and he gave me the impression that he thought I was imagining these problems. Having a lemon is a very discouraging experience. You spend your money on a new, expensive investment. You expect it to be right. If it's not you have to fight to get it fixed, you fight to get it replaced, if it can't be fixed. Vehicles that fall under the regulations of the lemon law should be replaced as soon as the defects are proven.

Sincerely,

Daniel DeFrank

Daniel DeFrank

Exhibit 7
January 30, 1985
House Bill 295
Submitted by:
Tom Harrison

AMENDMENT TO HOUSE BILL 295

Add a new Section 18 on page 14 at line 17 to read as follows:

NEW SECTION. Section 18. Non-delegable. The liabilities and obligations contained in this act may not be delegated, assigned, or assumed to or by any other person or entity whatsoever.

Remaining sections to be renumbered accordingly.

WITNESS STATEMENT

NAME Roger Tippy BILL NO. 215

ADDRESS Box 124 DATE 1/30/85

WHOM DO YOU REPRESENT? Mont. Beer + Wine Wholesalers Assn.

SUPPORT X OPPOSE any amendments AMEND

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments: Sorry I was late.

The wholesalers and the convenience stores worked out the language of this bill during the interim. The wholesalers support it just as written but would not favor the bill with the Revenue Dept.'s proposed amendment striking "10 days"

The 10-day limit provides an objective, measurable standard which fits the duration of a typical price promotion in the beer industry. To remove this language and say anything that isn't permanent is temporary will leave the industry uncertain and at the mercy of a particular liquor inspector's whim.

Please reject the amendment.

Roger Tippy

CS-34

WHITING MOTORS
CHEVROLET • • CADILLAC
217 West Park Street — Livingston, Montana 59047 Telephone 406-222-3095

January 28, 1985

Senator Peter R. Story
District 41
Emigrant, Montana 59027

Dear Senator Story:

I am in receipt of your letter of January 25th and I am most happy to respond to this proposed legislation.

I am reminded of a rancher who came in to my showroom not long ago: gasped, stepped backward and said "Wow! what a price!" It's legislation like this, thrust on the States by the Federal Government in the name of pre-determined consumerism that has, to some extent, triggered high prices. It is a simple matter for manufacturers to continue to raise the price to all consumers in order to satisfy claims arising from so-called warranty neglect. Our punitive damage legislation in Montana indicates the legislative liberal attitude towards consumerism. After reading HB 295 I find that this same attitude prevails, which I am sure is an extension of the Federal bill. Hopefully, HB295 won't be passed without some major toning down of items which create unfair penalties on business interests.

SUGGESTIONS

PAGE 3, LINE 5

Since most manufacturers' warranty of the complete unit, not just power train, is limited to twelve months or 12,000 miles, it would seem more sensible that the legal limitations would also remain twelve months, and then perhaps 18,000 miles to allow customers with ongoing complaint to register them with the State, but only during the twelve months period. Twelve months is simply long enough for an owner to detect an unsolved defect.

PAGE 4, LINE 11

The word "reasonable" is used. Perhaps it would be better to define that and say "a certain time period" such as six months in which five or some appropriate number of visits have been made to the dealership in an effort to correct the same defect.

PAGE 7, LINE 21 (C)

Why impair a manufacturer from studying the problem further if he is sincerely interested in correcting the problem? We must care about

the consumer while, at the same time, giving the manufacturer a chance to correct the problem. On today's vehicles some conditions occur which are difficult to isolate. The so-called "sometimes it does" and "sometimes it doesn't" defect. Owners sometimes bring their vehicles to the dealership with problems which existed yesterday and don't exist today, and are therefore impossible to find while the vehicle is functioning properly. It's not that the manufacturer doesn't have a sincere interest in curing the problem. It's just that it takes more time to isolate the exact cause.

PAGE 8, PARA. 1

The loaner provision should be stricken from the bill. There certainly should be no legal requirement for a manufacturer to furnish an individual with a replacement vehicle while it's made available for repair. These costs are never borne by the manufacturer as there is no provision for that under the terms of the warranty. State law requires that loaners be properly licensed and insured for the rental exposure. This is a case of protecting the consumer by penalizing the dealer.

PAGE 5, LINE 14

Quote: "Nothing in this part imposes any liability on a dealer or creates a course of action by a consumer against a dealer under 61-4-503" This bill is about to create a tremendous liability and most dealers are just not set up to provide loaners.

Yours very truly,

WHITING MOTORS

T. E. (Pete) Whiting, President

VISITORS' REGISTER

HOUSE BUSINESS AND LABOR . COMMITTEE

BILL House Bill 303 Date January 30, 1985

SPONSOR Representative Ramirez

NAME	RESIDENCE	REPRESENTING	SUP-PORT	OP-POSE

IF YOU CARE TO WRITE COMMENTS, ASK SECRETARY FOR LONGER FORM.

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Form CS-33
1-81

VISITORS' REGISTER

HOUSE BUSINESS AND LABOR COMMITTEE

BILL House Bill 215 Date January 30, 1985

SPONSOR Representative Miles

NAME	RESIDENCE	REPRESENTING	SUPPORT	OPPOSE
[redacted]	~~[illegible]~~	~~[illegible]~~	X	
George Allen	Helena	Mt. Retail Assn	X	
Frank Cloyes	Helena	Mt Food Dist Assn	X	
K Harrington	Helena	Intern	✓	
Rick Day	Helena	Dept. of Revenue	X	

IF YOU CARE TO WRITE COMMENTS, ASK SECRETARY FOR LONGER FORM.

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Form CS-33
1-81

VISITORS' REGISTER

HOUSE BUSINESS AND LABOR COMMITTEE

BILL House Bill 295 Date January 30, 1985

SPONSOR Representative Harrington

NAME	RESIDENCE	REPRESENTING	SUP-PORT	OP-POSE
Ed MARKLE	HELENA	DEPT OF COMMERCE	X	
Jimmy Lloyd	Clancy	Myself	X	
Jim England	Helena	MontPIRG	X	

IF YOU CARE TO WRITE COMMENTS, ASK SECRETARY FOR LONGER FORM.

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

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