SAMPLE / HYPOTHETICAL CASE FILE: All names, the VIN, the dealer, and every document referenced below are invented for demonstration. No real person's data appears in this file.

Lemon Law, California (Song-Beverly)

File ID: VCF-SAMPLE-001
Vertical: Lemon law, California
Prepared by: Verified Case File (document collection and verification service, not a law firm)
File status: Complete with flagged gaps (see Section 6)
File size: 34 pages of source documents, inventoried in Section 2

1. Cover Summary

Claimant: Daniel R. Mercer (fictional), individual owner, Long Beach, CA
Vehicle: 2023 Ford Explorer XLT, purchased new
VIN: 1FMSK8DH4PGA12345 (fictional)
Dealer: Harbor Ford of Long Beach, Long Beach, CA (fictional)
Purchase date: March 14, 2023
Mileage at purchase: 23 miles (odometer statement, Document 1, p. 6)

Purchase figures (Document 1, Retail Installment Sale Contract):

Item	Amount
Vehicle cash price	$44,850.00
Sales tax (9.5%)	$4,260.75
Document processing fee	$85.00
Registration and license fees	$512.00
Total cash price	$49,707.75
Down payment	$8,000.00
Amount financed	$41,707.75

Case snapshot: The owner reports a recurring transmission defect (shuddering and slipping on the 2 to 3 shift) first presented for repair on June 5, 2023, at 3,412 miles. The selling dealer's service department attempted repair four times over the following nine months. The defect was reported as still present after the fourth attempt. Cumulative time out of service for the defect is 38 days. On April 2, 2024, the manufacturer offered a cash settlement of $3,500 with the owner keeping the vehicle. The owner declined on April 9, 2024. The owner states he is not currently represented by counsel in this matter.

File completeness score: 88 of 100

Scoring basis: 34 pages of source documents received and inventoried; 8 of 9 checklist criteria in Section 4 fully sourced to a document and page; all calculations in Section 5 re-performed from source figures. Points deducted for the three gaps in Section 6 (one repair order field missing, partial incidental expense documentation, warranty booklet excerpt incomplete).

2. Document Inventory

Every document listed is invented. Page counts and contents illustrate the delivered product format. Each document was read in full; facts in Sections 3 to 5 are cited to the document and page where they appear.

#	Document	Pages	What it proves
1	Retail Installment Sale Contract	6	Buyer identity, vehicle and VIN, purchase date, California place of sale, price breakdown, new vehicle status, odometer 23 miles (p. 6)
2	Finance agreement and payment history	4	Amount financed ($41,707.75), 60 month term at 6.9% APR, finance charges paid through March 2024 ($2,914.62, p. 3)
3	Warranty booklet excerpt (powertrain pages)	3	Factory powertrain warranty term of 5 years / 60,000 miles covering the transmission
4	Repair Order 10482 (Attempt 1)	3	First presentation of the defect, dates, mileage, complaint as written, work performed
5	Repair Order 10917 (Attempt 2)	2	Second presentation, same defect, valve body replacement. Out date field blank (Gap 1)
6	Loaner vehicle agreement, Attempt 2	1	Corroborates the Attempt 2 out date of September 21, 2023
7	Repair Order 11340 (Attempt 3)	3	Third presentation, same defect, torque converter replacement
8	Repair Order 11896 (Attempt 4)	4	Fourth presentation, same defect, manufacturer technical assistance involved, defect reported present at pickup
9	Vehicle registration	1	Registered owner matches contract buyer, California registration current
10	Manufacturer correspondence	3	Case opened March 18, 2024 (p. 1); written $3,500 offer April 2, 2024 (p. 2); owner decline April 9, 2024 (p. 3)
11	Owner statement, signed	2	Symptom history, the uncounted January 2024 visit, statement of no current representation
12	Rental car receipts	2	Documented rental expense of $486 during Attempts 3 and 4
	Total: 12 documents	**34**	

3. Timeline

Date(s)	Miles	Event	Source
Mar 14, 2023	23	Vehicle purchased new in Long Beach, CA	Doc. 1, pp. 1, 6
Jun 5 to Jun 12, 2023	3,412	Attempt 1. Complaint: "Transmission shudders and hesitates shifting from 2nd to 3rd gear, worse when cold." Work: TCM software update, road test. Symptom reported again within two weeks	Doc. 4, pp. 1 to 2
Sep 11 to Sep 21, 2023	7,865	Attempt 2. Complaint: "Shudder on 2 to 3 shift returned, one hard shift at freeway merge." Work: valve body replaced, fluid replaced. Out date from loaner agreement (repair order field blank)	Doc. 5; Doc. 6

Dec 4 to Dec 13, 2023	11,204	Attempt 3. Complaint: "Transmission slips under load, shudder worse, warning light on once." Work: torque converter replaced, code cleared. Symptom reduced, then returned	Doc. 7, pp. 1 to 3
Jan 16, 2024	12,977	Service visit NOT counted: tire rotation and infotainment screen flicker. Different issue, one day. Listed for completeness; excluded from counts	Doc. 11, p. 1
Feb 20 to Mar 3, 2024	14,530	Attempt 4. Complaint: "Shudder and slip on 2 to 3 shift, same as before." Dealer held vehicle for manufacturer technical assistance; no replacement authorized. Owner reports symptom present at pickup	Doc. 8; Doc. 11, p. 2
Mar 18, 2024	15,102	Owner contacts manufacturer customer relations; case opened	Doc. 10, p. 1
Apr 2, 2024	n/a	Manufacturer offers $3,500 cash settlement, owner keeps vehicle, general release requested	Doc. 10, p. 2
Apr 9, 2024	n/a	Owner declines the offer in writing	Doc. 10, p. 3

Span from purchase to fourth repair attempt: March 14, 2023 to February 20, 2024, approximately 11 months. All four attempts occurred within 18 months of purchase and below 18,000 miles.

4. Criteria Checklist

Criteria below are typical California lemon law firm acceptance criteria, stated generally. They are not legal advice and are not a legal conclusion about this case.

#	Criterion (typical)	Finding	Status
1	Purchased or leased in California	Purchased new at a Long Beach, CA dealer, March 14, 2023 (Doc. 1, p. 1)	Met
2	Defect first presented under factory warranty	June 5, 2023 at 3,412 miles, within 5 yr / 60,000 mi powertrain term (Doc. 3, p. 1; Doc. 4, p. 1)	Met
3	Defect substantially impairs use, value, or safety	Shuddering and slipping documented on four repair orders; one warning light event. Characterization is the firm's call (Docs. 4, 5, 7, 8)	Met (facts documented)
4	Reasonable number of repair attempts, same defect	Four attempts for the same defect. A fifth visit was a different issue and is not counted (Docs. 4, 5, 7, 8)	Met
5	Days out of service	38 cumulative days for the defect (Docs. 4 to 8)	Met
6	Claim within the limitations period	Purchase March 2023; last repair February 2024; manufacturer contact March 2024. Exact analysis is the firm's call (Docs. 1, 8, 10)	Met (dates documented)
7	Claimant not previously represented	Owner states in a signed statement he is not represented in this matter. Not independently verified (Doc. 11, p. 2)	Met (per owner statement)
8	No salvage or branded title	Registration shows clean California title; no salvage notation in any document (Doc. 9)	Met
9	Complete warranty documentation in file	Only the powertrain pages were provided; the full booklet was not obtained (Doc. 3)	Gap (Section 6)

5. Verified Calculations

5.1 Days out of service: 38 days

Counting convention: calendar days from drop off to pick up, per repair attempt, defect related visits only.

Attempt	In	Out	Days
1	Jun 5, 2023	Jun 12, 2023	7
2	Sep 11, 2023	Sep 21, 2023	10
3	Dec 4, 2023	Dec 13, 2023	9
4	Feb 20, 2024	Mar 3, 2024	12
Total			**38**

Arithmetic: 7 + 10 + 9 + 12 = 38 days. The January 16, 2024 visit (1 day, different issue) is excluded; including it would give 39 total shop days. The Attempt 2 out date rests on the loaner agreement (Document 6), not the repair order itself; see Gap 1.

5.2 Mileage offset estimate (Song-Beverly formula)

California Civil Code section 1793.2(d)(2)(C) formula, as commonly applied: Offset = Total cash price x (miles driven before first repair attempt / 120,000). Total cash price $49,707.75 (Doc. 1, p. 2); miles at first attempt 3,412 (Doc. 4, p. 1). Offset = $49,707.75 x 3,412 / 120,000 = $169,602,843.00 / 120,000 = $1,413.36.

For reference only, a gross refund figure before the offset would start from total cash price $49,707.75, plus finance charges paid of $2,914.62 (Doc. 2, p. 3), plus documented rental expense of $486.00 (Doc. 12), a subtotal of $53,108.37, less the mileage offset of $1,413.36, giving an indicative figure of $51,695.01. This is an arithmetic exercise from the documents, not a damages opinion. Collateral charges, tax treatment, and any civil penalty analysis are for the firm.

5.3 Repair attempts counted: 4

Counting rule: a visit counts only if the repair order complaint describes the same transmission shuddering or slipping symptom. Attempts 1 to 4 each record that complaint in substantially the same terms. The January 16, 2024 visit records a tire rotation and an infotainment issue only, and is excluded. Count: 4 attempts, all at the selling dealer's service department.

6. Gaps and Flags

In a real delivered file, this section lists every weakness found during verification, without exception. That candor is part of the product.

Gap 1: Attempt 2 repair order is missing its out date.

The out date field on Document 5 is blank. The September 21, 2023 date used in Sections 3 and 5 comes from the loaner agreement return stamp (Document 6), consistent with the repair order's in date and mileage, but it is a corroborating document, not the repair order itself. The 10 day figure for Attempt 2 is well supported but not primary sourced. A complete dealer service history printout would close this gap.

Flag 1: The owner declined a manufacturer settlement offer.

The manufacturer offered $3,500 in writing on April 2, 2024, and the owner declined on April 9, 2024 (Document 10, pp. 2 to 3). Both documents are in the file. Whether the offer affects negotiation posture or any later fee or offer analysis is for the firm to assess. We flag it because it is a fact a firm would want before taking the case, not after.

Gap 2: Incidental expenses are partly undocumented.

The owner reports $612 in rental expense. Receipts document $486 (Document 12). The remaining $126 is unsupported and is excluded from the figures in Section 5.2.

Gap 3: Warranty booklet is incomplete.
Only the three powertrain pages were provided (Document 3). Transmission coverage is documented; the exclusion pages and any maintenance requirement language were not obtained.

Flag 2: The defect's current state rests on the owner's report.
The Attempt 4 repair order records that no component replacement was authorized (Document 8, p. 3). That the symptom persisted after pickup is stated by the owner (Document 11, p. 2). No independent inspection has been performed.

Flag 3: Representation status is statement based.
Criterion 7 rests on the owner's signed statement alone. No conflicts or representation search was performed by us, and none should be inferred.

Nothing in this section was softened. If a fact in this file could not be tied to a document, it is either excluded or listed here.

7. What Was NOT Done

- No legal conclusion is offered. This file collects, organizes, and cross checks documents against criteria the receiving firm provided or that are typical for the practice area. It does not state that a valid claim exists.
- Verified Case File is not a law firm. No attorney at this service reviewed this file, and no attorney-client relationship exists between this service and the claimant or the receiving firm.
- The claimant was not advised to accept, decline, or pursue anything. The decision recorded in Document 10 (declining the manufacturer's offer) was the owner's own, made before this file was prepared.
- The claimant is not signed by this service and is not represented by this service. If the receiving firm wishes to evaluate the matter, it contacts the claimant directly and makes its own case decision and its own engagement, on its own terms.
- Verification means the facts above were checked against the documents listed in Section 2. It does not mean the underlying documents were authenticated with the issuing dealer or manufacturer.

End of sample file VCF-SAMPLE-001.