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IN THE SUPREME COURT OF FLORIDA

LES KROL,

Petitioner,

Fla. S. Ct. No. SC19-952
DCA No. 5D18-2149

v.

GIBSON AUTO SALES, INC., d/b/a GIBSON TRUCK WORLD

Respondent.

APPENDIX TO RESPONDENT'S ANSWER BRIEF

On Appeal from the Fifth District Court of Appeal

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IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.:

LES KROL

Plaintiff,

v.

FCA US, LLC and

GIBSON AUTO SALES INC., D/B/A GIBSON TRUCK WORLD,

Defendants.

_____/

COMPLAINT, JURY DEMAND, AND DISCOVERY REQUESTS

COMES NOW PLAINTIFF Les Krol, by and through his attorneys MORGAN & MORGAN, and hereby sues Defendants GIBSON AUTO SALES INC., D/B/A GIBSON TRUCK WORLD and FCA US, LLC (Collectively "the Defendants") and alleges and affirmatively states as follows:

PARTIES AND JURISDICTION

1. Plaintiff LES KROL ("Plaintiff") is an individual who was at all times relevant hereto a resident of Brevard County, Florida.

2. Defendants FCA US, LLC ("FCA"), is a foreign corporation authorized to do business in Brevard County, Florida, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services.

3. FCA is also in the business of marketing, supplying and providing written warranties to consumers who purchase FCA's products through its authorized sales and service providers, including its sales and service providers in Brevard County, Florida.

4. Defendant GIBSON AUTO SALES INC., D/B/A GIBSON TRUCK WORLD ("Gibson Trucks") is a foreign corporation authorized to do business in Brevard County, Florida, and is engaged in the sale, repair, and distribution, of motor vehicles to consumers including, but not limited to, selling the subject vehicle to Plaintiff.

5. Gibson Trucks is also in the business of marketing, supplying and providing written warranties and service contracts to consumers who purchase motor vehicles from it.

6. This is an action seeking damages in excess of $15,000.00, exclusive of attorneys' fees and court costs.

GENERAL ALLEGATIONS

7. On or about June 06, 2016, Plaintiff purchased from Gibson Trucks a 2014 Ram 3500 Vehicle Identification Number 3C63RRGL0EG108376 ("the subject vehicle"), manufactured and distributed by FCA, for valuable consideration. *See* Sales Documents, attached hereto as "Exhibit A".

8. The price of the subject vehicle, excluding collateral charges, registration charges, document fees, sales tax, bank charges and finance charges, totaled approximately $46,452.48. *See* Exhibit A.

9. Plaintiff avers that as a result of the ineffective repair attempts made by Gibson Trucks and FCA, and/or their authorized dealerships/sales and service providers, the subject vehicle contains unrepaired defects and cannot be utilized for personal, family and/or household use.

10. Gibson Trucks advertises products to consumers with the intent of encouraging consumers, including Plaintiff, to purchase products from it.

11. Gibson Trucks issued an express warranty providing coverage for specified

defects and failures, for specified periods of time or mileage following the purchase of the subject vehicle, as detailed in the terms and conditions of Gibson Trucks' warranty. *See* Gibson Trucks' Express Warranty, attached hereto as Exhibit B.

12. As Gibson Trucks was the seller of the subject vehicle, who provided an express warranty for the subject vehicle at the time of Plaintiff's purchase, it is not permitted to disclaim implied warranties related to the subject vehicle.

13. Accordingly, Gibson Trucks impliedly warranted that the subject vehicle was merchantable and fit for its intended purpose pursuant to Florida law.

14. At the time of purchase of the vehicle, Plaintiff also received the remainder of FCA's factory warranty for the subject vehicle, as well as purchasing an additional FCA extended warranty ("express warranties"). *See* FCA's Warranty Booklet, attached hereto as Exhibit C; and Extended Warranty attached hereto as Exhibit C.

15. FCA's express warranties provides coverage for defects in factory workmanship and materials, for specified periods of time or mileage. *See* Exhibits C and D.

16. Soon after Plaintiff took possession of the subject vehicle, Plaintiff experienced various defects and covered issues which substantially impaired the use, value and/or safety of the subject vehicle

17. Plaintiff contends that the subject vehicle suffers from various defects and nonconformities covered by Defendants' respective warranties including, but not limited to:

a. Defective engine;
b. Defective struts/shocks;
c. Defective brakes/rotors; and,
d. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendants or their service providers and in Defendants' internal repair records for the subject vehicle. *See* Repair

Orders attached hereto as Exhibit E

18. Plaintiff delivered the subject vehicle to Defendants and/or their authorized dealerships/sales and service providers seeking repairs on numerous occasions.

19. Plaintiff provided Defendants, and their dealerships/sales and service providers, sufficient opportunities to repair the subject vehicle.

20. Plaintiff contends Defendants and their authorized dealerships/sales and service providers have been unable or unwilling to remedy the covered issued with the subject vehicle in accordance with the terms of their respective warranties.

21. Plaintiff contends that the subject vehicle is not merchantable and not fit for its intended purpose.

22. Plaintiff has previously provided Defendants with notice and a reasonable opportunity to cure.

23. The limited remedies contained within FCA's express warranties have failed of their essential purpose entitling Plaintiff to seek any remedy available at law.

24. Plaintiff justifiably lost confidence in the subject vehicle's safety and/or reliability, and said defects/covered issues have substantially impaired the value of the subject vehicle to Plaintiff.

25. Said defects/covered issues could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the subject vehicle.

26. Pursuant to the terms of its express warranty, FCA designated its authorized dealerships/ sales and service providers as the entities to receive notice of defects/covered issues in the subject vehicle for purposes of performing repairs on the subject vehicle.

27. FCA was further notified of the defects/covered issues in the subject vehicle as a result of the approval of claims and reimbursement to its authorized dealerships/sales and service

providers for the same.

28. Gibson Trucks was further notified of the defects/covered issues in the subject vehicle as a result of Plaintiff seeking repairs to the subject vehicle from it.

29. As a result of these defects/covered issues, and Defendants' failure to timely repair the same, Plaintiff notified Defendants of the defects/covered issues in writing prior to filing the instant lawsuit.

30. Plaintiff has been, and will continue to be, financially damaged due to Defendants' failure to comply with the provisions of their respective warranties.

31. Plaintiff was not provided with a copy of FCA's express warranties until after he took delivery of the subject vehicle.

32. Plaintiff was not offered a copy of FCA's factory warranty for review prior to his purchase of the subject vehicle.

33. The terms and conditions of FCA's express warranties are non-negotiable.

34. FCA's express warranties were not executed by Plaintiff.

35. FCA does not require or request that consumers execute any document indicating that they have reviewed, understood or agreed to the terms and conditions contained FCA's express warranties.

36. FCA does not require or request that consumers execute any document indicating or acknowledging that FCA seeks or intends to disclaim liability for incidental and consequential damages as a result of any breach of its express warranties.

37. The purported disclaimers of incidental and consequential damages contained in FCA's express warranties are not contained on the first page of the text of its express warranty.

38. The purported disclaimer of incidental and consequential damages contained in

FCA's express warranty is not specifically mentioned in the table of contents.

39. As a result of the foregoing, the disclaimers of incidental and consequential damages contained in FCA's express warranties are unconscionable.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
AGAINST DEFENDANT FCA

40. Plaintiff re-alleges and incorporates by reference paragraphs 1-39 of this Complaint, as though fully set forth herein.

41. The subject vehicle is a product intended primarily for personal, family, or household use.

42. The subject vehicle was manufactured, sold and purchased after July 4, 1975.

43. The subject vehicle was sold for more than ten dollars ($10.00).

44. Gibson Trucks is engaged in the business of selling vehicles to members of the general public, including, but not necessarily limited to, selling the subject vehicle to the Plaintiff.

45. FCA is a party engaged in the business of making a consumer product available to Plaintiff.

46. Gibson Trucks is a "merchant", within the meaning and definition of §672.104(1) and §672.314, Fla. Stat.

47. FCA is a "supplier" within the definition and meaning of 15 U.S.C. §2301(4), of vehicles and vehicle warranties, including, but not limited to the subject vehicle and warranty for the subject vehicle.

48. FCA is a "warrantor" within the meaning and definition of 15 U.S.C. §2301(5).

49. Gibson Trucks is a "seller" within the meaning and definition of §672.103(l)(d),

Fla. Stat.

50. Plaintiff's purchase of the subject vehicle included FCA US, LLC's express warranties covering defects in material or workmanship, comprising an undertaking in writing to repair or replace defective parts, or take other remedial action, free of charge to Plaintiff in the event that the subject vehicle suffered from defects in factory workmanship or materials, as set forth in, and subject to the terms and conditions of, FCA's express warranties.

51. Plaintiff received the subject vehicle during the duration of periods applicable to FCA's express warranties.

52. Plaintiff is entitled by the terms of FCA's express warranties covering the subject vehicle to enforce the obligations of said express warranty against FCA.

53. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, *et. seq.* ("MMWA") is applicable to FCA's express warranties, and Plaintiff's claims thereunder.

54. FCA's express warranties were part of the basis of the bargain for the sale of the subject vehicle to Plaintiff.

55. FCA offers express warranties covering its products in order to provide consumers with peace of mind in purchasing its vehicles.

56. Plaintiff's purchase of the subject vehicle was induced by, and Plaintiff relied upon, FCA's express warranties.

57. Plaintiff has met all of obligations and preconditions provided in, and required for enforcement of, FCA's express warranties.

58. As a direct and proximate result of FCA's failure to comply with the terms and conditions of its express warranties covering the subject vehicle, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), he is entitled to bring suit for such damages and

other legal and equitable relief.

59. If Plaintiff is determined to be the prevailing on the instant claim, he is entitled to recover reasonable attorneys' fees and costs from FCA related to the prosecution of this claim.

WHEREFORE, Plaintiff Les Krol prays for judgment against Defendant FCA US, LLC for:

a. Diminution in value of the subject vehicle;
b. Out of pocket cost of prior repairs related to warrantable items;
c. Cost of future repairs;
d. Incidental Damages;
e. Consequential Damages;
f. Pre-Judgment Interest;
g. Post Judgment Interest;
h. Reasonable attorneys' fees;
i. Taxable costs; and,
j. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
AGAINST DEFENDANT GIBSON TRUCKS

60. Plaintiff re-alleges and incorporates by reference paragraphs 1-39 of this Complaint, as though fully set forth herein.

61. Gibson Trucks is engaged in the business of selling vehicles to members of the general public, including, but not necessarily limited to, selling the subject vehicle to Plaintiff.

62. Gibson Trucks is a "merchant", within the meaning and definition of §672.104(1) and §672.314, Fla. Stat.

63. Gibson Trucks is a "supplier" within the definition and meaning of 15 U.S.C. §2301(4), of vehicles and vehicle warranties, including, but not limited to the subject vehicle and

warranty for the subject vehicle.

64. Gibson Trucks is a "warrantor" within the meaning and definition of 15 U.S.C. §2301(5).

65. Gibson Trucks is a "seller" within the meaning and definition of §672.103(l)(d), Fla. Stat.

66. Gibson Trucks is under a duty of "good faith", within the meaning and definition of §672.103(l)(b), Fla. Stat., meaning "honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade".

67. Gibson Trucks was party to the sale contract for the subject vehicle whereby the subject vehicle was sold to Plaintiff.

68. Gibson Trucks was party to a retail installment and security agreement related to the financing of the sale of the subject vehicle to Plaintiff.

69. By virtue of providing a written warranty applicable to the subject vehicle at the time of sale, Gibson Trucks is not permitted to disclaim or modify any implied warranties applicable to the subject vehicle pursuant to 15 U.S.C. §2308(a) and (b) and 2301§(6).

70. Pursuant to applicable law, Gibson Trucks impliedly warranted that the subject vehicle was of merchantable quality, and fit for its intended purpose.

71. Gibson Trucks breached the implied warranties for the subject vehicle as the subject was not merchantable and not fit for its intended purpose, and Gibson Trucks failed to remedy the defects in the subject vehicle within a reasonable amount of time.

72. As a direct and proximate result Gibson Trucks's breach of the implied warranties covering the subject vehicle, Plaintiff has suffered damages and is entitled to bring suit for such damages and other legal and equitable relief.

73. Plaintiff has met all of obligations and preconditions required for enforcement of the implied warranties for the subject vehicle.

74. If Plaintiff is determined to be the prevailing on the instant claim, he is entitled to recover reasonable attorneys' fees and costs from Gibson Trucks related to the prosecution of this claim.

WHEREFORE, Plaintiff LES KROL prays for judgment against Defendant GIBSON AUTO SALES INC D/B/A GIBSON TRUCK WORLD, for:

a. Diminution in value of the subject vehicle;
a. Out of pocket cost of prior repairs related to warrantable items;
b. Cost of future repairs;
c. Incidental Damages;
d. Consequential Damages;
e. Pre-Judgment Interest;
f. Post Judgment Interest;
g. Reasonable attorneys' fees;
h. Taxable costs; and,
i. Such other and further relief that the Court deems just and appropriate.

COUNT III
REVOCATION OF ACCEPTANCE
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
AGAINST DEFENDANT GIBSON TRUCKS

75. Plaintiff re-alleges and incorporates by reference paragraphs 1-39 and 61-74 of this Complaint, as though fully set forth herein.

76. This is an action for revocation of acceptance of goods valued in excess of $15,000.00 against Gibson Trucks pursuant to §672.608, Fla. Stat. (2003).

77. Gibson Trucks is engaged in the business of selling vehicles to members of the general public, including, but not necessarily limited to, selling the subject vehicle to Plaintiff.

78. Gibson Trucks is a "merchant", within the meaning and definition of §672.104(1) and §672.314, Fla. Stat.

79. Gibson Trucks is a "supplier" within the definition and meaning of 15 U.S.C. §2301(4), of vehicles and vehicle warranties, including, but not limited to the subject vehicle and warranty for the subject vehicle.

80. Gibson Trucks is a "warrantor" within the meaning and definition of 15 U.S.C. §2301(5).

81. Gibson Trucks is a "seller" within the meaning and definition of §672.103(l)(d), Fla. Stat.

82. Gibson Trucks is under a duty of "good faith", within the meaning and definition of §672.103(l)(b), Fla. Stat., meaning "honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade".

83. Gibson Trucks was party to the sale contract for the subject vehicle whereby said vehicle was sold to Plaintiff.

84. Gibson Trucks was party to a retail installment and security agreement related to the financing of the sale of the subject vehicle to Plaintiff.

85. At the time notice of revocation was given, the subject vehicle was in the same substantially defective condition as when it was delivered to Plaintiff.

86. Plaintiff has suffered substantial impairment in value because of the aforesaid defective conditions of the subject vehicle and Gibson Trucks 's failure to conform the subject vehicle all warranties, express or implied.

87. At the time of sale and delivery and acceptance, the defective conditions in the subject vehicle were not reasonably discoverable by the Plaintiff.

88. Plaintiff relied upon the truthfulness of Gibson Trucks to disclose any defective conditions, as was their obligation of good faith pursuant to §671.203, Fla. Stat.

89. There is no adequate remedy at law for Plaintiff and legal remedy cannot cancel the aforesaid warranties and purchase agreement, and reimburse him for all of their damages in connection with the purchase of the subject vehicle.

90. As a direct and proximate result Gibson Trucks 's breaches of warranty, Plaintiff has not received:

a. The use and value of the subject vehicle as represented;

a. Timely disclosure of material defects in the subject vehicle as required by Florida law;

b. The reasonable services due to Plaintiff under the warranties for the subject vehicle.

91. Plaintiff has met all of obligations and preconditions required to bring this claim for Revocation of Acceptance.

92. If Plaintiff is determined to be the prevailing on the instant claim, he is entitled to recover reasonable attorneys' fees and costs from Gibson Trucks related to the prosecution of this claim.

WHEREFORE, Plaintiff LES KROL prays for judgment against Defendant GIBSON AUTO SALES INC D/B/A GIBSON TRUCK WORLD for:

a. Revocation of Acceptance;

a. Incidental Damages;

b. Consequential Damages;

c. Pre-Judgment Interest;

d. Post Judgment Interest;

e. Reasonable attorneys' fees;

f. Taxable costs; and,

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g. Such other and further relief that the Court deems just and appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully submitted this 1st day of November 2017 by::

MORGAN & MORGAN, P.A.

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VS

05-2017-CA-049992-XXXX-XX

EXHIBIT A

Dealer ber VI1004452/1 Contract Number

Buyer Name and Address	Co-Buyer Name and Address	Seller-Creditor (Name and Address)
LEE EROL 5026 SAN SEBASTIAN WAY #H-206 ROCKLEDGE, BREVARD, FL 32955		GIBSON TRUCK WORLD 2455 SOUTH ORLANDO DR SANFORD, FL 32773
Buyer's Birth Month: June	Co-Buyer's Birth Month:	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller-Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 5.49 % per year. The Truth-in-Lending Disclosures below are part of this contract.
You have thoroughly inspected, accepted, and approved the vehicle in all respects.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
USED	2014	RAM 2500		3C6SRFCL0EG108278	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 700.00
5.49%	$ 8571.27	$ 46452.48	$ 55023.75	$ 55723.75

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	733.65	Monthly beginning 7/21/2015

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.
Prepayment. If you pay off all your debt early, you may have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 2619.98 sales tax) $ 48909.98 (1)
2 Total Downpayment =
Gross Trade-In Allowance $ N/A
Less Pay Off Made By Seller (e) $ N/A
Equals Net Trade In $ N/A
+ Cash $ 700.00
+ Other $ N/A
(If total downpayment is negative, enter "0" and see 4J below) $ 700.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2) $ 48209.98 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
Life $ N/A
Disability $ N/A $ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company $ N/A
C Other Optional Insurance Paid to Insurance Company or Companies $ N/A
D Optional Service Contract $ 895.00

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
Term N/A
☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both
Term N/A
Premium:
Credit Life $ N/A
Credit Disability $ N/A
Insurance Company Name
Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:
1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X Buyer 6/16/1 Date
X Co-Buyer 6/16/1 Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X Buyer 6/16 Date
X

F Government Documentary Stamp Taxes		$ 162.75
G Government Taxes Not Included in Cash Price		$ N/A
H Government License and/or Registration Fees		$ 253.35
I Government Certificate of Title Fees		$ N/A
J Other Charges (Seller must identify who is paid and describe purpose)		
to	for Prior Credit or Lease Balance (e)	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 1214.10 (4)
$ Loan Processing Fee Paid to Seller (Prepaid Finance Charge)		$ N/A (5)
c Amount Financed (3 plus 4)		$ 95452.90 (6)

OPTION: You pay no finance charge if the Amount Financed, Item 6, is paid in full on or before _____, Year _____, SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Mrs. ARS
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X

VSI. VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance). If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is $_____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X _____ Co-Buyer Signs X _____ Date: 6/16/16

Trade-In Vehicle	Trade-In Vehicle
Year _____ Make _____	Year _____ Make _____
Model _____	Model _____
VIN _____	VIN _____
Gross Trade-In Allowance $ N/A	Gross Trade-In Allowance $ N/A
Payoff Made by Seller $ N/A (e)	Payoff Made by Seller $ N/A (e)
Lienholder _____	Lienholder _____

You assign to Seller all your rights, title and interest in such trade-in vehicle(s). Except as expressly stated to Seller in writing, you represent that your trade-in vehicle(s) has not been involved in an accident, has not had any major body damage or requires engine repair, and was not previously used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

Buyer Initials _____ Co-Buyer Initials _____

Trade-In Payoff Agreement. Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the trade-in payoff amount shown above and in Item 2 of the Itemization of Amount Financed as the Pay Off Made by Seller. You understand that the amount quoted is an estimate.
Seller agrees to pay the payoff amount shown above and in Item 2 to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown above and in Item 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown above and in Item 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Pay Off Made by Seller shown above and in Item 2 or any refund.

Buyer Signature X _____ Co-Buyer Signature X _____

You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X _____ 6/16/16
Buyer Date

X _____ 6/16/16
Co-Buyer Date

Other Optional Insurance

☐ _____ _____
Type of Insurance Term

Premium $ N/A

Ins. Co. Name & Address _____

☐ _____ _____
Type of Insurance Term

Premium $ N/A

Ins. Co. Name & Address _____

☐ _____ _____
Type of Insurance Term

Premium $ N/A

Ins. Co. Name & Address _____

☐ _____ _____
Type of Insurance Term

Premium $ N/A

Ins. Co. Name & Address _____

☐ _____ _____
Type of Insurance Term

Premium $ N/A

Ins. Co. Name & Address _____

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ 6/16/16
Buyer Signature Date

X _____ 6/16/16
Co-Buyer Signature Date

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of $25 if the payment amount is $50 or less; $30 if the payment amount is over $50 but not more than $300; $40 if the payment amount is over $300; or such amount as permitted by law.

Florida documentary stamp tax required by law in the amount of $ 162.75 has been paid or will be paid directly to the Department of Revenue.

Certificate of Registration No. _____

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

Buyer Signature X _____ Co-Buyer Signature X _____

JURY TRIAL WAIVER. By entering this contract, you agree to waive your right to trial by jury.
Buyer Signature X _____ Co-Buyer Signature X _____

SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel if Seller is unable to assign this contract within 30 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of $ 25 per day from the date of cancellation until the vehicle is returned or repossessed.

X _____ X _____
Buyer Signs Co-Buyer Signs

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date 6/16/16 Co-Buyer Signs X _____ Date 6/16/16

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller Signs _____ Date 6/16/16 By X _____ Title _____

Seller assigns its interest in this contract to WELLS FARGO DEALER SERVICES (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

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CUSTOMER/TRUTH IN LENDING COPY

REFERRAL
REPEAT CUST

Customer #: 305182
42195 / 47606

GIBSON TRUCK WORLD
3455 South Orlando Drive
Sanford, FL 32773
Tel. (407) 321-0660 Fax (407) 321-3322

STOCK NO
DATE 6/16/2016
SALESMAN LEONARD FROOKS
Adam Weichel

RETAIL BUYER'S ORDER

PURCHASER	DRIVER'S LICENSE NO.	DATE OF BIRTH	
LES KROL	K640-520-52-201-0	6/1/1952	[redacted]
CO-PURCHASER	DRIVER'S LICENSE NO.	DATE OF BIRTH	SOCIAL SECURITY NO.

ADDRESS	E-MAIL	CITY
5336 SAN SEBASTIAN WAY #H206	LESKROL2006@GMAIL.COM	ROCKLEDGE

COUNTY	STATE	ZIP	HOME PHONE	BUSINESS PHONE
BREVARD	FL	32955	(321) 482-2507	(574) 862-2161

SERIAL NO.		MILEAGE	CYL
3C63RRGL0EG108376	☐ NEW ☐ USED ☐ DEMO ☐ OTHER	35741	

YEAR	MAKE	MODEL	STYLE	ENGINE	COLOR
2014	RAM	3500			WHITE

USED VEHICLE DISCLOSURE

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS-IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale.

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

TRADE-IN 1

☐ Private Trade

Year	Make	Model	Color

VIN Mileage

1st Lien to: Amount N/A Good Thru

2nd Lien to. Amount N/A Good Thru

Authorized by

TRADE-IN 2

☐ Private Trade

Year	Make	Model	Color

VIN Mileage

1st Lien to: Amount N/A Good Thru

2nd Lien to. Amount N/A Good Thru

Authorized by:

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s), and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In. Customer [illegible]

PURCHASE INFORMATION

Cash Price of Vehicle	42595.00
Accessories	N/A
	N/A
	N/A
	N/A
Subtotal	42595.00
Trade in Allowance	N/A
Net Difference	42595.00
Dealer Delivery Fee These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	$625.00
FLORIDA LAW Waste Tire and Lead Acid Battery Fee	3.00
	N/A
	N/A
Subtotal	43223.00
Sales Tax	2593.38
County Tax	25.00
	N/A
Florida Title, Registration and License Fees (New XX Trans ___) ☐If box is checked this is an estimate	253.35
	N/A
Trade Pay-off	N/A
Subtotal	46094.73
	N/A
	N/A
Tire and Wheel	N/A
Service Agreement:	N/A
Sales Tax on Agreement	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	46094.73

will cause such previously unknown lien(s) and/or understated amount of the disclosed lien(s) to be satisfied within 72 hours of dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: _____ Customer: _____

LIMITATION ACKNOWLEDGEMENTS

Dealer and Customer agree that for any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, in connection with, or relating to this Order, any addendum or the parties' relationship (whether statutory or otherwise and irrespective of whether Dealer terminated the Order): (a) Venue and jurisdiction shall lie exclusively in the County where Dealer is situated; (b) the parties irrevocably waive their right to a trial by jury in the event that the arbitration provision contained herein is unenforceable for any reason; and (c) Customer shall not be entitled to recover from Dealer any special damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document.

Customer: _____ Customer: _____

FINANCING NEGOTIATION

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order for any breach by customer, fraud or other misrepresentation by Customer.

Customer: _____ Customer: _____

Down Payment	700.00
Cash on Delivery	N/A
BALANCE DUE	45394.73

15 DAY RETURN/EXCHANGE POLICY

I, LES KROL

Purchased a 2014 RAM 3500

VIN# 3C63RRGL9EG108378 on 6/16/2016

and fully understand that I have 15 days / 500 miles (which ever occurs first) to return/exchange the purchased vehicle. The vehicle can be return/exchange for a front line ready vehicle of the same value per Dealer's discretion. Promotional advertised and internet special vehicles are not eligible for return/exchange offer.

All vehicles that are accepted under the 15 days / 500 mile return/exchange policy may only be returned/exchanged one time and must be returned/exchanged in the same condition it was sold. This policy does not apply to any vehicle received in the return/exchange. No refunds, all exchanges are final.

Customer: _____ Date: 6/16/2016

Business Manager: _____ Date: 6/16/2016

I, _____

Purchased a _____

VIN# _____ on _____

AND I UNDERSTAND THAT I DO NOT HAVE A RETURN/EXCHANGE POLICY VEHICLE.

Customer: _____ Date: _____

Business Manager: _____ Date: _____

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER. THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER. CUSTOMER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER.

Customer's Signature _____ Co-Customer's Signature _____ Manager _____ 6/16/16 Date

EXHIBIT B

Gibson Truck World

1 Year Warranty

Stock # 38612

Customer Name: Knol

Your new Gibson truck comes with our own Gibson warranty initial below to the terms and conditions:

- This warranty is valid in the continental U.S. only — LK
- Our warranty deductible is 50/50 (50% of OUR costs of parts and labor) — LK
- All work must be performed at Gibson Truck World Unless prior authorization was given by Gibson Truck World service department — LK
- The limits are 12 months or 6000 miles Whichever comes first — LK
- We cover only necessary repairs No custom repairs: Repairs on custom work you have done since your purchase are not covered — LK
- I have received a copy of shop investments (work) already performed by Gibson Truck World so I am aware of what items have been completed — LK

I have read and acknowledge the above warranty policies.

X [signature] — Buyer Signature — 06/14/16 — Date

Buyer Signature — Date

GTW1YRWAR

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EXHIBIT C

RAM

2014 Ram Truck 2500/3500 DIESEL

WARRANTY INFORMATION

IMPORTANT

This booklet contains Chrysler Group LLC limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.

The warranty text begins on page 4 of this booklet.

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12, 000	2 Yr/ 24,000	3 Yr/ 36,000	3 Yr/ 50,000	3 Yr/ Unlimited	5 Yr/ 50,000	5 Yr/ 100,000	7 Yr/ 70,000	8 Yr/ 80,000	Lifetime
Basic Limited Warranty Coverage	■	■	■							
Special Extended Warranty Coverage										
Anti-Corrosion Perforation Limited Warranty:										
All Panels	■	■	■	■	■					
Outer Panels	■	■	■	■	■	■	■			
Cummins Diesel Engine Components										
Limited Warranty	■	■	■	■	■	■	■			
Powertrain Limited Warranty	■	■	■	■	■	■	■			
Federal Emission Warranty -										
Heavy Duty And Diesel	■	■	■	■	■	■				
Specified Components	■	■	■	■	■	■	■	■	■	
Noise Emission Warranty - Heavy Duty	■	■	■	■	■	■	■	■	■	■

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1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that Chrysler Group LLC ("Chrysler") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and Chrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

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2. What's Covered Under Chrysler Group LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your truck when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exceptions are tires and Unwired headphones. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- tires;
- Unwired headphones; or
- items added or changed after the truck left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

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Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and Unwired headphones warranty statements in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The Roadside Assistance covers the cost of towing your truck to the nearest Chrysler, Dodge, Jeep or Ram dealer if your truck becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the truck; or
- the date when the truck was first put into service — for example, as a dealer "demo" or as a Chrysler company truck.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

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G. Registration and Operation Requirements

The Basic Limited Warranty covers your truck only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

H. If Your Truck Leaves the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS TRUCK IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to trucks that have received authorization for export from Chrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this truck's warranty coverage if you have any questions.

This policy does not apply to trucks registered to U.S. government officials or military personnel on assignment outside of the United States.

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2.2 Cummins Diesel Engine Limited Warranty

A. Who Is Covered?

You are covered if your vehicle is equipped with a Cummins Diesel Engine.

B. What's Covered

The Cummins Diesel Engine Limited Warranty, covers **ONLY** the following engine parts and components:

- cylinder block and all internal parts
- cylinder head assemblies
- core plugs
- fuel injection pump & injectors
- gaskets and seals for listed components
- intake and exhaust manifold
- oil pan
- oil pump
- timing gear drive and/or chains and cover
- turbocharger housing and internal parts
- valve covers
- water pump and housing

C. How Long It Lasts

The Cummins Diesel Engine Limited Warranty lasts for up to 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

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D. Towing Costs Are Covered

The Cummins Diesel Engine Limited Warranty covers the cost of towing your truck to the nearest Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

2.3 Corrosion Warranty

A. Who Is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.5.

C. How Long It Lasts

The Corrosion Warranty starts when your Basic Limited Warranty begins under 2.1(E). This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the truck — the limits are 5 years or 100,000 miles on the odometer, whichever occurs first.

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2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4.E below that is defective in workmanship and materials.

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

D. Towing Costs Are Covered

The Powertrain Limited Warranty covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

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E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by Chrysler Group LLC:

Transmission:

transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Rear Wheel Drive:

rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4):

transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

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F. Other Provisions of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

2.5 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

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3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your truck do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-Chrysler Group LLC ("Chrysler") parts, components, or equipment (such as a non- Chrysler radio or speed control); and
- using special non-Chrysler materials or additives.

But your warranties don't cover any part that was not on your truck when it left the manufacturing plant or is not certified for use on your truck. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-Chrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine Chrysler / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer;
- applying rustproofing or other protection products;
- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that Chrysler has not approved.

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B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the truck. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your truck's normal or scheduled maintenance — the parts and services that all trucks routinely need. Some of these parts and services, which your warranties don't cover, include:

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- lubrication;
- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

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3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or truck alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and
- corrosion of special bodies, body conversions, or equipment that was not on your truck when it left the manufacturing plant or was not supplied by Chrysler.

3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by Chrysler (however, authorized Chrysler / MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;

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- any changes made to your truck that don't comply with Chrysler; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A truck has no warranty coverage of any kind if:

- the truck is declared to be a total loss by an insurance company;
- the truck is rebuilt after being declared to be a total loss by an insurance company; or
- the truck is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

Chrysler will deny warranty coverage without notice if it learns that a truck is ineligible for coverage for any of these reasons.

3.8 Restricted Warranty

Your warranties can also be restricted by Chrysler. Chrysler may restrict the warranty on your truck if the truck is not properly maintained, or if the truck is abused or neglected, and the abuse or neglect interferes with the proper functioning of the truck. If the warranty is restricted, coverage may be denied or subject to approval by Chrysler before covered repairs are performed.

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4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, Chrysler Group LLC ("Chrysler") may offer exchange service on some truck parts. This service is intended to reduce the amount of time your truck is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet Chrysler standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

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4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your truck may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each truck before delivery. They repair any defects or damage detected before the truck is delivered to you.

4.3 Production Changes

Changes may be made in trucks sold by Chrysler and its dealers at any time without incurring any obligation to make the same or similar changes on trucks previously built or sold.

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5. Emission Warranties Required By Law

5.1 Federal Vehicle Emission Warranty - 6.7L Diesel Equipped Heavy Duty Truck

A. Parts Covered for 5 Years or 50,000 Miles, Whichever Occurs First

Diesel equipped heavy duty trucks are 2500 and 3500 models only.

Federal law requires Chrysler to warrant the following emissions parts for 5 years or 50,000 miles, whichever occurs first.

- Air system controls;
- charge air cooler and associated plumbing;
- coolant temperature sensor;
- DEF system (includes tank, sensors, valves, pump, doser, control module and heater);
- engine speed, position sensor, and cam position sensor
- exhaust system (includes catalysts and sensors);
- electronic fuel injection system, including injector;
- exhaust manifold;
- exhaust gas recirculation valve and control system (includes EGR cooler);
- exhaust pipes (between exhaust manifold and last catalyst);
- fuel pump, fuel lines and fuel injectors;
- intake manifold;
- on-board diagnostic-system components;

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- NOx sensors, Ammonia Sensor and associated modules;
- positive crankcase-ventilation (PCV) valve or orifice;
- powertrain control module;
- transmission-control module;
- turbocharger and turbocharger speed sensor;
- turbocharger compressor inlet air temperature/ pressure sensor; and
- wiring harness circuits connected at both ends to emissions warrantable components.

B. Parts Covered for 8 Years or 80,000 Miles, Whichever Occurs First

If your truck has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first, calculated from the start date of the Basic Limited Warranty as set forth in Section 2.1(E). The covered parts are:

- all catalysts
- powertrain control module
- transmission control module

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5.2 Noise Emission Warranty - Heavy Duty Truck

A. Description of Coverage

Chrysler Group LLC ("Chrysler") warrants that this vehicle as manufactured by Chrysler, was designed, built and equipped to conform to all applicable U.S. EPA Noise Control Regulations at the time it left Chrysler's control.

This warranty covers this vehicle as designed, built and equipped by Chrysler, and is not limited to any particular part, component or system of the vehicle manufactured by Chrysler. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Chrysler, which, at the time it left Chrysler's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

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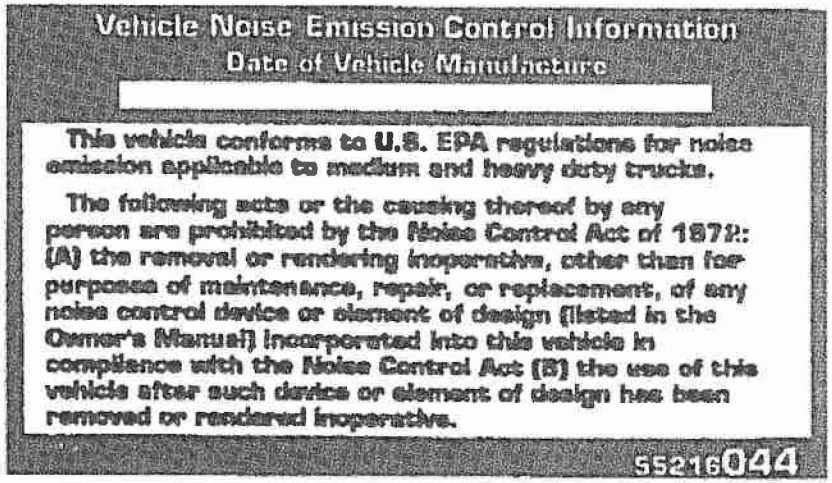
B. Products Warranted

All vehicles built over 10,000 lbs. Gross Vehicle Weight Rating and manufactured for sale and use in the United States are required to comply with the Federal Government's Exterior Noise Regulations. These vehicles can be identified by the Noise Emission Control Label located in the operator's compartment.



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C. Tampering with Noise Control System Prohibited

Federal law prohibits the following acts or the causing thereof:

- the removal or rendering inoperative by any person, other than for purposes of maintenance, repair, or replacement, of any device or element of design incorporated into any new vehicle for the purpose of noise control prior to its sale or delivery to the ultimate purchaser or while it is in use; or
- the use of the vehicle after such device or element of design has been removed or rendered inoperative by any person.

Among those acts presumed to constitute tampering are the acts listed below:

- ***AIR CLEANER***

  removal of the air cleaner;

  removal of the air cleaner filter element from the air cleaner housing; or

  removal of the air ducting.

- ***EXHAUST SYSTEM***

  removal or rendering inoperative exhaust system components including the muffler or tailpipe.

- ***ENGINE COOLING SYSTEM***

  removal or rendering inoperative the fan clutch; or

  removal of the fan shroud.

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6. How to Get Warranty Service

6.1 Where to Take Your Truck

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your truck to your Selling Dealer. They know you and your truck best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your truck remains registered in the United States, your Chrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your truck remains registered in the United States:

- You should take your truck to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.

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- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your truck.)
- When your truck returns to the United States, contact the Chrysler Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your truck registration and any other relevant documents.
- Reimbursement will not be considered if the truck does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the Chrysler Customer Assistance Center (section 7.2) and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to Chrysler in order to continue your warranty coverage. You may also be required to obtain documentation from Chrysler in order to register your truck in your new country.

E. Notice:

If your truck is registered outside of the United States, and you have not followed the procedure set out above, your truck will no longer be eligible for warranty coverage of any kind. (Trucks registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

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6.2 How To Get Roadside Assistance Service - U.S. or Canada Only *

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, dial toll-free 1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an "unsafe situation", please let us know. With your consent, we will contact local police or safety authorities.

* Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford,, MA 02155.

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C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

Out of Gas/Fuel Delivery

Drivers can't always count on a gas station being nearby - especially when traveling away from home. Just call 1-800-521-2779, and we will dispatch a service provider to deliver a small amount of fuel (maximum 2 gallons) to get you to a nearby station.

Battery Jump Assistance

No time is a good time for a dead battery, but with Roadside Assistance, you don't have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump anytime, day or night.

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, help is just a phone call away at 1-800-521-2779. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service

Our towing service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch towing service to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep or Ram dealer. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles.

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D. If Unable to Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. Chrysler Group LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

Chrysler Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Warranties

A. Steps You Can Take, and How to Get More Information

To get warranty service -- even if you're traveling -- take your truck to any Chrysler, Dodge, Jeep or Ram dealer. (Chrysler recommends that you take your truck to a dealer who sells the same make of truck as yours.) That dealer will perform any warranty service without charging you for diagnosis, parts or labor.

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If you think your dealer has wrongly denied you emission-warranty coverage, follow the steps described in 7.1. Chrysler will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a warranty claim is denied, the manufacturer must repair the truck free of charge.

If you want more information about getting service under the Federal Emission Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance
Division, Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

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7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, Chrysler Group LLC ("Chrysler") recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the dealership.

Step 2:

If your dealership still can't resolve the problem, contact the Chrysler Customer Assistance Center. You'll find the address in section 7.2.

B. What Chrysler Will Do

Once you have followed the two steps described in 7.1(A), a Chrysler representative at Chrysler headquarters will review your situation. If it's something that Chrysler can help you with, Chrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if Chrysler can't help you, Chrysler will acknowledge your contact and explain Chrysler's position.

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C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky, Minnesota and Montana ONLY:

(**NOTE:** This Process is not available for residents of other states.)

If you can't resolve your warranty problem after following the two steps described in 7.1(A), and you live in Arkansas, Idaho, Kentucky, Minnesota or Montana ONLY, you can contact the Chrysler Group LLC Customer Arbitration Process in your area.

You may obtain a brochure describing Chrysler Group LLC's Customer Arbitration Process, including an application, by calling 1-866-726-4636. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
P.O. Box 727
Mt. Clemens, MI 48046

The CAP reviews only vehicle disputes involving Chrysler Group LLC ("Chrysler") Limited Warranty or a Chrysler / Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing / selling dealer, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

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Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request Chrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or Chrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, Chrysler will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor Chrysler need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or Chrysler and the time by which the action must be taken. The decision will be binding on the dealer and Chrysler but not on you unless you accept the decision.
- If any action is required on the part of the dealer or Chrysler you will be contacted within ten (10) days after the date by which the dealer or Chrysler must act to determine whether performance has been rendered.

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- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement truck or a refund of the truck's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, Chrysler requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the Chrysler Customer Assistance Center at the address in 7.2.

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of the Chrysler Customer Assistance Center that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**
  Chrysler Customer Assistance Center
  P.O. Box 21-8004
  Auburn Hills, Michigan 48321-8004
  Phone: (866) 726-4636

To contact Chrysler by email,
simply access the following website:
www.ramtrucks.com
(click on the "Contact Us" button)

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- **In Canada:**
  Chrysler Canada, Inc.
  Customer Service
  Chrysler Centre
  P.O. Box 1621
  Windsor, Ontario N9A-4H6
  Phone: (800) 465-2001

- **In Mexico, contact the Customer Relations Office for Chrysler, Dodge, Jeep and Ram vehicles at:**
  1240 Prolongacion Paseo de la Reforma Av.
  Santa Fe, C.P. 05109
  Deleg. Cuajimalpa, Mexico
  Phone (in Mexico): (015) 5081-7568
  Phone (outside Mexico): (800) 505-1300

- **In Puerto Rico and U.S. Virgin Islands:**
  Customer Service
  Chrysler Group International Services LLC
  Box 191857
  San Juan, Puerto Rico 00919-1857
  Phone: (787) 782-5757
  Fax: (787) 782-3345

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8. Optional Service Contract

Chrysler Group LLC's or Chrysler Service Contract Company LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They compliment but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

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9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new truck. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and Chrysler Group LLC ("Chrysler") concerning your maintenance of your truck, Chrysler will require you to provide proof that your truck was properly maintained.

For your convenience, Chrysler has prepared a Maintenance Log which is included in your Owner's Manual. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your truck in your Maintenance Log.

9.2 Where To Go For Maintenance

Chrysler recommends that you return to the dealer from whom you bought your truck for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your Chrysler Group LLC truck.

Authorized Chrysler, Dodge, Jeep or Ram dealers will help ensure that all your service needs are met and that you're completely satisfied.

Chrysler strongly recommends you use genuine Chrysler / MOPAR parts to maintain your truck.

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Original Owner's Name

Street Address

City and State

Zip Code

Vehicle Identification Number

Warranty Start Date (In-Service Date)

Mileage at Delivery

Selling Dealer

Code

City

State

Second Owner's Name

Street Address

City and State

Zip Code

Date of Second Purchase

Mileage at Purchase

Third Owner's Name

Street Address

City and State

Zip Code

Date of Third Purchase

Mileage at Purchase

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or address change, and write the details here.

Chrysler Group LLC

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Second Edition

STICK WITH THE SPECIALISTS

Printed in U.S.A.

EXHIBIT D

MOPAR | VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

PLAN # 41702955
Issued To:LES KROL
VEHICLE IDENTIFICATION NUMBER: 3C63RRGL0EG108376

Your vehicle is covered by:

- 2 YEAR PRE-OWNED MAXIMUM CARE
  (Option Code: XM2UNL2N Form Num: POMX515)

2 YEAR PRE-OWNED MAXIMUM CARE
EFFECTIVE: 07/02/2016
EXPIRES: 07/01/2018
SELLING DEALER: 41874 BONIFACE-HIERS CHRYSLER DODGE JEEP

Key Terms

*Covered Vehicle or Vehicle - means the vehicle that has the above referenced vehicle identification number
*Dealer - means "authorized FCA US LLC franchise dealer", which includes dealers of the Chrysler, Dodge, Jeep, Ram, SRT, FIAT and ALFA ROMEO vehicle lines
*FCA US Vehicle - means "Chrysler, Dodge, Jeep, Ram, SRT, FIAT or ALFA ROMEO brand vehicles only"
*Mopar Vehicle Protection (MVP) Plan - means a Plan offered and issued by FCA Service Contracts LLC.
*Plan - means this "2 YEAR PRE-OWNED MAXIMUM CARE" Service Contract
*we, us, our - means FCA Service Contracts LLC, formerly known as Chrysler Group Service Contracts LLC the entity obligated to perform the obligations of this contract. FCA Service Contracts LLC's contact information is PO Box 2700, Troy, MI 48007-2700; phone: 1-800-521-9922. FCA Service Contracts LLC is a wholly-owned subsidiary of FCA US LLC, formerly known as Chrysler Group LLC.
*you, your - means the Plan purchaser

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A SERVICE CONTRACT: This Plan is a service contract between you and us. The Plan protects you against major repair bills should a Vehicle component covered by the Plan fail due to defects in material or workmanship. This Plan is not insurance and is not part of the manufacturer's warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

Obligations of the provider under the Plan are backed by the full faith credit of the provider.

No Dealer, Dealer employee or our employee has the authority to modify or change any provision of this Plan. The express provisions of this Plan outline the sole benefits which we are obligated to provide; no other coverage is implied hereunder, and no coverage can be implied due to an oral or written misrepresentation, error or omission.

IMPORTANT! The maximum benefit amount should a covered component of the Vehicle fail will be THE TOTAL COST OF THE REPAIRS PER VISIT LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE, WHICHEVER IS LESS! The cash value of the Vehicle will be determined at the time of the covered repair and will be the average retail value as listed in the current NADA Used Car Pricing Guide. If at any time the repair costs for covered component(s) exceed the Vehicle's cash value, your final Plan benefit will be our payment of the Vehicle's cash value rather than the repair costs. Plan coverage and benefits will terminate automatically and immediately pursuant to this provision and we will have no further obligations of any kind in respect to the terminated Plan.

This issuance of this Plan, unless otherwise prohibited by law, shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: Place this Plan in your glove compartment or other secure place in the Vehicle. While your Vehicle is covered by this Plan, your Vehicle also may be covered by the manufacturer's warranty. For manufacturer's warranty coverage details, please refer to your warranty information booklet. THIS PLAN DOES NOT COVER ANY REPAIRS OR SERVICES WHICH ARE COVERED BY THE MANUFACTURER'S WARRANTY.

OBTAINING PLAN SERVICE: To obtain service under this Plan, you should return and present this contract to the Dealer who sold you the Plan. In the event you cannot return the Vehicle to the selling Dealer for service, you may request service from any Dealer within the United States, Canada, Guam, Puerto Rico or Mexico.

IMPORTANT! SERVICE OBTAINED FROM A PERSON OTHER THAN AN AUTHORIZED DEALER IS NOT REIMBURSABLE UNDER THIS PLAN UNLESS AUTHORIZED BY US AND YOU RECEIVE AN AUTHORIZATION NUMBER BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS UNDER THIS PLAN. Authorized repairs will be made *using remanufactured parts*. If remanufactured parts are not available, the Dealer will use new parts.

ELIGIBLE VEHICLES: Current model year and up to 12 model years prior covered by an active 5/60 Powertrain Limited Warranty or longer with no more than 125,000 miles of service are eligible for this Plan.

IMPORTANT! The following are not eligible for a Vehicle Protection Plan: Vehicles registered outside of the United States, Guam and Puerto Rico; right-hand drive vehicles (except vehicles manufactured by FCA US LLC); motor homes; taxis; limousines (except vehicles manufactured by FCA US LLC and vehicles placed in van pool service); emergency vehicles (ambulance, fire, police pursuit); vehicles used for postal service (except vehicles manufactured by FCA US LLC); vehicles used for dump truck or severe off-road use; vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles equipped with a diesel engine (except vehicles manufactured by FCA US LLC, Ford Motor Company, General Motors and Volkswagen); vehicles that operate on other than gasoline or diesel fuel systems (i.e. natural gas, electric); vehicles equipped with NorthStar engines; vehicles equipped with engines greater than 8 cylinders (except vehicles manufactured by FCA US LLC); vehicles with a gross weight (G.V.W.) of over 10,000 pounds; one-ton vehicles used for commercial use (such as Ram 3500 and trucks that are equivalent); ALL cab and chassis vehicles (including pickups ordered with box delete option); vehicles where the manufacturer warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, are rebuilt after being declared a total loss, or are issued a title indicating that the vehicle is designated as 'salvage', 'junk', 'rebuilt' or words of similar impact.

WHEN PLAN COVERAGE STARTS AND ENDS: Plan coverage begins on the date you purchased the Plan for: (i) a Vehicle component not covered by the manufacturer's warranty; (ii) Trip Interruption; (iii) Car Rental in respect to covered repairs when a replacement vehicle is not otherwise provided; and (iv) Taxi Reimbursement. Plan coverage begins on the date the manufacturer's warranty ends for: (i) any Vehicle component covered under the manufacturer's warranty; and (ii) Roadside Assistance.

Plan coverage expires on 07/01/2018.

$200.00 DEDUCTIBLE: You are responsible to pay only the first $200.00 of the total cost of the Vehicle's covered component repairs performed during each repair visit. Repairs not covered by the Plan are your responsibility. When state and/or local taxes are imposed upon the cost of repairs, you agree to pay state and/or local taxes in addition to the deductible.

COVERAGE UNDER THE PLAN: WHAT IS COVERED? The Plan will pay the total cost (parts and labor) less a deductible per visit, to correct any of the following mechanical failures, caused by a defect in materials or workmanship of a covered component and are not covered by the vehicle's factory warranty. The only exceptions are those listed under "What is not covered by the Plan".

COMPONENTS COVERED BY THE PLAN INCLUDE (BUT ARE NOT LIMITED TO):

GASOLINE ENGINE: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Variable Valve Timing Solenoids and Actuators; Harmonic Balancer; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Fuel Injectors **(excluding clogged injectors)**; Serpentine Belt Tensioner; Seals and Gaskets

DIESEL ENGINE: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Gears and Cover; Harmonic Balancer; Oil Pump; Water Pump and Housing; Intake and Exhaust Manifolds; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Fuel Injection Pump and Injectors **(excluding clogged injectors)**; High Pressure Oil Pump; High Pressure Oil Rails; Seals and Gaskets.

TRANSMISSION: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Transmission Control Module; Bell Housing; Oil Pan; Gear Shifter and Shifter Mechanism; Seals and Gaskets
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

FOUR-WHEEL DRIVE (4x4): Transfer Case and all Internal Parts; Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Wheel Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets.

ALL-WHEEL DRIVE (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal parts; Constant Velocity Joints and Boots; Rear Driveline Module; Drive Shaft and Axle Shaft Assemblies; Wheel Bearings; Differential Carrier Assembly and all Internal Parts; Output Bearing; Output Flange; End Cover; Overrunning Clutch; Shift Motor; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets.

FRONT WHEEL DRIVE: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Shifter Mechanism; Wheel Bearings; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

REAR WHEEL DRIVE: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets.

STEERING: Steering Gear Housing and all Internal Parts; Power Steering Gear; Inner Tie Rods; Outer Tie Rods; Drag Link; Idler Arm; Pitman Arm; Steering Stabilizer; Power Steering Pump and Reservoir; Power Steering Motors; Power Steering Pump Cooler; Steering Shafts (upper and lower); Steering Shaft Lower Coupling; Telescoping Steering Column Motors; Rack and Pinion Assembly; Rack and Pinion Boots; Electronic Steering Motor; Seals and Gaskets.

AIR CONDITIONING/HEATING: Factory or Manufacturer-authorized air conditioning installations only. Air Conditioning Compressor; Clutch; Coil; Condenser, Front Evaporator; Rear Evaporator; Receiver-Drier; Expansion Valve; Hoses and Lines; Low Pressure Cut-off Switch; High Pressure Cut-off Switch; Clutch Cycling Switch; Front Instrument Panel Control Assembly; Rear Instrument Panel Control Assembly; Power Module; Blend Air Door Actuators and Motors; Housing; Front and Rear Air Conditioning/Heater Blower Motor; Blower Motor Resistor; Heater Core; Seals and Gaskets.

ENGINE COOLING & FUEL: Cooling Fan, Clutch and Motor; Radiator; Coolant Temperature Switch; Fuel Pump; Water Pump and Housing; Active Grille Shutter System; Fuel Tank Sending Unit; Fuel Pressure Regulator; Fuel Pressure Sensor; Fuel Tank and Lines; Serpentine Belt Tensioner; Engine Oil Cooler; Transmission Oil Cooler; EGR Cooler; Evaporative Emissions Leak Detection Pump and Monitor; Knock Sensor, Oxygen Sensor, Emissions Maintenance Reminder Module; Intake Air Temperature Sensor, Vapor Canister and Hoses; Seals and Gaskets.

FRONT SUSPENSION: Shocks; Shock Mounts; Struts; Strut Mounts, Bushings and Bearings; Upper and Lower Control Arms; Control Arm Bushings; Thrust Arms; Upper and Lower Ball Joints; Coil Springs; Torsion Bars; Air Suspension System; Front Wheel Bearings.

REAR SUSPENSION: Rear Leaf Springs; Rear Coil Springs; Auxiliary Springs; Spring Interliner; Spring Bushing; Spring Shackle; U-Bolt Rear Spring; Spring Hanger; Axle Trac Bar; Lateral Link Arm; Shocks; Shock Mount Plate; Struts; Strut Mounting Plates; Strut Bushings; Rear Trailing Arm Assembly; Rear Torsion Arms; Rear Torsion Bars; Rear Stabilizer/Sway Bar; Rear Stabilizer/Sway Bar Link; Rear Stabilizer/Sway Bar Bushing; Rear Wheel Bearings.

BRAKES: Master Cylinder, Assist Booster; Wheel Cylinders; Disc Brake Calipers and Pistons; Brake Lines, Hoses, Fittings; Proportioning Valve; Seals and Gaskets.
NOTE: BRAKE SHOES, PADS, ROTORS, AND DRUMS ARE NOT COVERED AT ANY TIME.

ANTI-LOCK BRAKES (ABS): Brake System's Hydraulic Assembly; Pump Motor Assembly; Controller; Sensors and Relays; Seals and Gaskets.

ELECTRICAL: Starter Motor and Solenoid; Generator (Alternator); Engine Control Module - (Single Module Engine Controller) (SMEC); Powertrain Control Module; Distributor; Ignition Module; Ignition Coil; Coil Pack Assembly; Voltage Regulator; Horn and Horn Pad; Transmission Control Module; All Wiring Harnesses; Electronic Fuel Injection System **(excluding clogged injectors)**; Windshield Wiper Motor; Rear Window Wiper Motor; Wiper Control Module; Manually Operated Electrical Switches; Neutral Safety Switch; Temperature Sending Unit/Switch; Oil Level and Oil Pressure Sending Unit/Switch; Body Computer; Body Control Module; Factory Installed Radio, Speakers and Rear Entertainment Systems (Includes CD and DVD Player); Factory Installed Navigation Systems (excludes navigation disc); Audio Amplifier; Height Adjustment Compressor; Gateway Module; Ignition Module, Factory Installed U-Connect System.
NOTE: REMOTE TRANSMITTERS AND HEADPHONES ARE NOT COVERED AT ANY TIME.

INSTRUMENTATION: Electronic Instrument Cluster; Amp/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Turbo Gauge; Speedometer.

POWER GROUP: Rear Window Defroster; Power Window Motors; Power Window Flex Track; Power Antenna; Power Seat Motors; Power Door Locks and Linkage; Power Sliding Rear Window Motor and Regulator (Trucks); Power Sliding Door Motors; Power Liftgate; Vacuum Pump

LUXURY GROUP: Keyless Entry Sensors and Receiver/Module; Trip Computer; Message Center; Overhead Electronic Vehicle Information Center; Overhead Electronic Compass/Temperature; Power Sunroof Motor; Convertible Top Motor; Electric Mirror Motor and Controls; Cruise Control Servo; Headlight Door Motor; Concealed Headlamp Module; Park Assist Module; Park Assist Sensors; Back Up Assist Camera; Door Latches; Heated Seat Systems; Factory Installed Remote Start System; Heated Steering Wheel; In-Vehicle Wireless Charging Station; USB Outlets; 120V Outlets.
NOTE: REMOTE TRANSMITTERS ARE NOT COVERED AT ANY TIME.

ENGINE EMISSIONS: Air Pump; Air Supply Hose; Leak Detection Pump; Evaporative System Detector/Monitor; Vapor Canister; Air Injection Valve; EGR Valve; EGR Cooler; Aspirator Tube; Fuel Tank Pressure Sensor; EGR Tube; Purge Solenoid; Knock Sensor; Oxygen Sensor; Diesel Exhaust Fluid (DEF) System.
NOTE: CATALYTIC CONVERTOR AND PARTICULATE FILTER ARE NOT COVERED.

SAFETY SYSTEMS: Airbags **(excluding deployed airbags)**; Impact Sensors; Occupancy Sensors; Seatbelt Retractors; Seat Belt Buckles; Modules; Sensors; and Switches.
NOTE: AIR BAGS THAT HAVE BEEN DEPLOYED ARE NOT COVERED AT ANYTIME.

MOPAR ACCESSORIES: All electrical and mechanical Mopar accessories are covered provided they were installed by an authorized Dealer; Audio Systems (including Compact Disc Players); Sirius Satellite Radio; Speed Control; EVS (Security Systems); Clocks; Remote Trunk Release; Transmission Oil Cooler; Remote Control Outside Mirrors; Power Sliding Rear Window Assembly (Trucks); Rear Seat Video Entertainment Systems (including DVD Players); Remote Start System (excluding transmitters); MoparConnect.
NOTE: MOPAR PERFORMANCE PARTS ARE NOT COVERED AT ANY TIME

OTHER PLAN BENEFITS: The Plan also provides the following Trip Interruption, First Day Rental, Rental Allowance, Taxi Reimbursement, and Roadside Assistance benefits.

TRIP INTERRUPTION: The Plan will pay up to $1,000 for lodging, meals, and emergency transportation such as taxi, bus, or airline for you and your family if (1) your vehicle is inoperable due to a failure covered under this Plan or under the factory warranty, and (2) you are more than 100 miles from the address of record. Lodging, meals and car rental receipts must accompany a copy of repair bill and must be mailed to Vehicle Protection, P.O. Box 2700, Troy, Michigan 48007-2700.

FIRST DAY RENTAL: First Day Rental Allowance provides $35.00 car rental allowance if the Vehicle is to be serviced for any same day mechanical repair or maintenance service. Vehicles kept overnight are not eligible for First Day Rental. Please note: Excludes rental for bodywork to the exterior sheet metal/composite panel or frame collision repairs.

RENTAL ALLOWANCE: Rental Allowance will pay up to $35.00 per day for a rental any time repairs take overnight, and a component covered by the Plan or the manufacturer's Basic or Powertrain Warranty fails.

The Plan will not pay for rental charges for a vehicle that is awaiting service or parts unless the vehicle is inoperable due to a mechanical failure of a covered component, or unless continued operation would cause further damage.

The rental vehicle must be obtained from a Dealer. If a Dealer does not have rental vehicles available, you may obtain one from a licensed rental agency. Rental coverage is subject to state and local laws and policies imposed by the rental agency. Rental charges

in excess of the amount allowed by the Plan are your responsibility. The Plan is not responsible for any refusal of a rental agency to rent a vehicle to you.

Total Rental Allowance per occurrence is a maximum of 5 days or $175.00.

TAXI REIMBURSEMENT: Coverage starts on the date you purchase the Plan. The Plan provides up to a $35.00 for taxi cab fare, in lieu of First Day Rental if the vehicle is to be serviced for any same day mechanical or maintenance service.

When a loaner car is not available, or you are not eligible for a rental car, the Plan will pay up to $35.00 per day for taxi service, in lieu of car rental, any time mechanical repairs take overnight.

Taxi receipts must be from a licensed taxi service provider. Taxi charges in excess of the amount allowed by the Plan are your responsibility.

Total Rental/Taxi Service Allowance per occurrence is a maximum of 5 days or $175.00.

ROADSIDE ASSISTANCE*

NOTE: YOU MUST CALL 888-517-4500 FOR THIS SERVICE.

The Plan provides assistance due to a disablement caused by any mechanical failure and in addition, the Plan provides coverage for such items as towing to the nearest Dealer or authorized repair facility, flat tire change (with your good spare), battery jump, out of gas delivery (maximum 2 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of $100, per occurrence. Any expense beyond $100 is your responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER.")

This service is provided to you as part of your Plan to minimize any unforeseen vehicle operation inconvenience and is available 24 hours per day, 365 days per year.

HOW TO USE ROADSIDE ASSISTANCE*: All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through Roadside Assistance by calling **888-517-4500.** You should be prepared to provide the representative with your name, your Plan number, vehicle license plate number, your location including the phone number you are calling from and a brief description of the problem.

In some cases, Roadside Assistance may authorize you or your Dealer to arrange for local service and will provide a reference number to do so. Your Plan will in these instances provide reimbursement of up to $100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow/repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The Roadside Assistance reference number; and (C) Your valid Plan number. All Roadside Assistance claims that meet requirements should be mailed or faxed to:

Roadside Assistance
P.O. Box 9145
Medford, MA 02155
Attn: Claims Department
888-517-4500
FAX: 1-781-658-2691

ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.

*All Roadside Assistance services are provided through Cross Country Motor Club, Inc., Thousand Oaks CA 91360, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross Country Motor Club of California, Inc., Boston, MA 02155. Phone number: 888-517-4500 Both collectively sometimes referred to as CCMC. CCMC acts merely as a dispatcher of referral service to persons or entities who provide the actual service. These persons and/or entities are independent contractors. Accordingly, CCMC assumes no responsibility for the acts, errors, omissions, negligence, misconduct of such persons and/or entities. All persons availing themselves of the benefits of Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

DIAGNOSTIC CHARGES: You may be asked to authorize disassembly and/or diagnostics at the time your Vehicle repair order is written. Your Plan covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of

the Plan. If the repair is not covered by the Plan, you will be responsible for paying the disassembly and/or diagnostic charges and non-covered repairs.

YOUR ADDITIONAL RESPONSIBILITIES: It is your responsibility to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim under the Plan. You should retain all maintenance records and receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

We reserve the right to inspect the Vehicle, investigate circumstances relating to the requested repairs in any manner, or demand proof of maintenance BEFORE repairs may begin or are authorized.

THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:

- **Repairs or replacement of any component covered by any of the Vehicle manufacturer warranties, Certified Warranty, part manufacturer warranties or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the Vehicle's manufacturer warranty or marketing programs;**
- **Repairs required as a result of other than a manufacturing defect (such as a design defect or normal wear);**
- **Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the Plan;**
- **Plan benefits where the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;**
- **Brake pads, shoes, rotors and drums are not covered at any time (regardless of cause of failure);**
- **Reimbursement of services/benefits that exceed the total number of services/allowance included in Plan Coverage;**
- **Battery and cables, any battery for a component, spark plugs and wires, lights (bulb, sealed beams, lenses), suspension alignment, wheel balancing, wiper blades, exhaust system components, heat shields and exhaust hangers; throttle body cleaning; evaporator deodorizing; carbon cleaning;**
- **Plan benefits necessary as a result of (a) failure to properly care for or maintain the Vehicle; (b) fire, accident, abuse, vandalism, negligence or Act of God including but not limited to the Vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the Vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage;**
- **Plan service obtained from other than a Dealer unless authorization is first received from us. FCA US Vehicles must return to a FCA US LLC Dealer for Plan covered repairs; (Dealers cannot authorize repairs.)**
- **Repairs required as a result of use of other than the Vehicle manufacturer's parts during the term of the Plan, unless authorized by us;**
- **Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by a Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;**
- **Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacturer, materials or workmanship of a covered component;**
- **Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;**
- **Plan benefits to Vehicles operated outside of the United States, Canada, Guam, Puerto Rico and Mexico;**
- **Plan benefits to Vehicles registered outside of the United States, Guam and Puerto Rico;**
- **Exterior - tires; body sheet metal; glass; plastic lenses; paint; bright metal; bumpers; side-view mirrors (glass/housing); wheel covers; steel wheels; aluminum wheels; rusted or frozen rims; weather strips; rust; water leaks; restricted drain tubes; wind noises; all outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;**
- **Interior - trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover;**

- **Mechanical - manual clutch assembly; repairs to snow plows, winches and trailer hitches regardless of their installation; damage to flywheel as a result of clutch failure;**
- **Shop supplies, waste disposal fees and materials;**
- **Maintenance services specified in the owner's manual and the parts used in connection with such services;**
- **Repairs or replacement to components covered by the Hybrid System Limited Warranty (*refer* to Warranty booklet for details);**
- **Portable Units including but not limited to - key fobs; remote transmitters; headphones; I-Pods; GPS units; DVD players; laptop computers; cellular phones; any hand-held device; Navigation DVD;**
- **Repair or replacement of Performance parts, Performance enhancing parts;**
- **Any economic loss of any kind, including but not limited to rental car expenses, consequential damages, incidental damages, or other losses that relate in any manner to your use or loss of use of the Covered Vehicle.**

CANCELLATION AND TRANSFER POLICIES: During the term of the Plan, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full or pro-rata refund or;
- **AUTHORIZE TRANSFER** of the remaining Plan coverage to the 1st subsequent owner.

Note: Refer to the cancellation/transfer policy section below for details.

CANCELLATION POLICY: If you are the original purchaser of the Plan, and coverage under the Plan has not expired or been terminated, you may cancel if you have not authorized transfer of Plan coverage to a new owner. *To cancel the Plan you may take your Plan to any Dealer.* The Dealer will contact us to request termination of your contract.

If your Vehicle is repossessed or rendered a total loss and your Plan was financed with your vehicle, your rights under this Plan transfer to the lienholder. The lienholder is then responsible or requesting termination of the Plan through the Dealer where the Plan was purchased. If the Plan was not financed, any refund due will be paid to you by check in your name from Us.

If there is no Dealer in your area, mail your cancellation request along with your Plan Provisions, proof of payoff and current mileage on the Vehicle to:

Vehicle Protection
Cancellation Department
P.O. Box 2700
Troy, MI 48007-2700

Please specify the Option Code(s) you wish to cancel. Option codes can be found on the first page of this document below Option Description.

On cancellation requests by you within the first 60 days from the original purchase date of the Plan, the Contract Holder will be refunded the full amount paid for the Plan, provided no claims have been paid against the contract. In the event a claim has been paid, the refund will be the full amount you paid for the Plan, less any claims paid.

After 60 days, if you cancel, your refund will be the full amount you paid for the Plan, less a pro-rata adjustment for time or mileage used, whichever is greater, less a cancellation fee as indicated below.

We reserve the right to cancel the Plan after issuance should it be discovered that: (a) the Vehicle is ineligible or has been modified/altered to make it ineligible after Plan coverage has been in effect; (b) failure of the customer to maintain the Vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or has not been repaired by the customer, (d) non-payment of premium or (e) the Vehicle is registered outside of the of the United States, Guam, and Puerto Rico. Your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for the time or mileage used, whichever is greater, less claims paid.

***Requests Received - The cancellation refund will be based on the date we receive written notification of the cancellation request.**
A cancellation refund check will be made payable and issued to you if no lien exists. Whenever a lien exists, the cancellation refund check will be made payable and issued to the lienholder.

CANCELLATION FEES
(Applies to the state where the Plan was purchased)

STATE	AMOUNT
Florida	5% of the refund amount

TRANSFER POLICY: The original purchaser may authorize transfer of coverage, provided the Plan has not been canceled. Remaining Plan coverage may be transferred to the first subsequent purchaser of the vehicle AT TIME OF VEHICLE SALE ONLY. Thereafter, the Plan is non-transferable.

To transfer this service contract, complete the attached transfer form. Be sure to include your signature. This means you are authorizing transfer of Plan coverage to the new owner. Transfer requests will not be processed: (a) without the signature of the owner for whom these Plan Provisions were originally issued; or (b) if received after 60 days from the date of vehicle ownership change.

You may take your Plan with the completed transfer form and transfer fee to an authorized Dealer to process the Plan transfer or mail to:

VEHICLE PROTECTION
TRANSFER DEPARTMENT
P.O. BOX 2700
TROY, MI 48007-2700

The transfer fee is as follows:

TRANSFER FEES
(Applies to the state where the Plan was purchased)

STATE	AMOUNT
Florida	$40

- **Upon acceptance by Vehicle Protection, a new policy will be issued to the new policy holder and a new set of Plan Provisions will be mailed confirming the transfer request.**

SPECIAL STATE NOTICES - FLORIDA

FCA Service Contracts LLC's License Number for the State of Florida is: 65505. (This number applies to consumers who have purchased a Vehicle Protection Plan in the State of Florida.)

You may also cancel if the original purchaser has transferred coverage to you pursuant to the Transfer Policy provision of this Plan.

The rate charged for this agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Notice to consumers who financed their contract through Ford Motor Credit Company (FMCC)
- The total of all benefits payable under this Plan shall not exceed the purchase price of the vehicle.

NEED HELP OR ASSISTANCE WITH YOUR PLAN?
IS YOUR ADDRESS UP-TO-DATE?

PLEASE ACCESS OUR SELF-SERVICE WEBSITE FOR PLAN COVERAGE AND FREQUENTLY ASKED QUESTIONS AT:
www.moparvehicleprotection.com

You can also write to:
Mopar Vehicle Protection
P. O. Box 2700
Troy, MI 48007-2700

Note: All requests must contain your Name, Plan Number, and Vehicle Identification Number.

Toll-Free Telephone Assistance is Available
8:00 a.m. to 8:00 p.m. Eastern Time Monday through Friday
9:00 a.m. to 5:00 p.m. Eastern Time Saturday
1-800-521-9922 (in USA)
1-800-465-2001 (in Canada)

For 24-Hour Roadside Assistance Coverage
*Services dependent upon coverage purchased.
1-800-521-2779

TRANSFER FORM: SEE TRANSFER POLICY FOR DETAILS			
PLAN NO. 41702955	VEHICLE IDENTIFICATION NO. 3C63RRGL0EG106376	OPTION CODE(S)	
FORM MUST BE FILLED OUT COMPLETELY	CURRENT ODOMETER READING (OMIT TENTHS)	CHECK MILES OR KILOMETERS ☐ MILES ☐ KILOMETERS	
TRANSFER	TRANSFER THE REMAINING COVERAGE FOR THE LISTED VEHICLE TO THE PERSON NAMED BELOW. ENCLOSED IS A CHECK OR MONEY ORDER FOR THE TRANSFER FEE AMOUNT.		
TRANSFER FEE AMOUNT *	CHECK OR MONEY ORDER ENCLOSED (PAYABLE TO FCA US LLC) ☐ VISA ☐ MASTER CARD	CREDIT CARD NO	EXPIRATION DATE
NAME (PLEASE PRINT)		AREA CODE & TELEPHONE NO.	
ADDRESS		VEHICLE PURCHASER'S SIGNATURE	DATE OF VEHICLE PURCHASE
CITY, STATE & ZIP		VEHICLE SELLER'S SIGNATURE	

Notes:

Certain Options are not eligible for Transfer. Please refer to the "Transfer Policy" paragraph for "each Plan Option" to verify transfer eligibility.

Transfer fee applies for each option being transferred.

Please print the "Option Code(s) that you want transferred to a new owner in the "Option Code" space provided above. Option Code(s) can be found on the first page of your Plan below Option Description.

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BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE	MODEL	YEAR	VIN NUMBER
Ram	3500 Crew Cab	2014	3C63RRGL0EG108376

38612

DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO WARRANTY**

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

☑ **WARRANTY** LK 50 LK 50

☐ **FULL** ☑ **LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.**

SYSTEMS COVERED:

LIMITED BUMPER TO BUMPER WARRANTY.
Dealer will cover 50% of our costs of parts and labor on Factory Issued parts and lift kits. Warranty does not cover non-factory installed stereo equipment. Purchaser will cover the remaining 50%. ALL WORK MUST BE PERFORMED AT GIBSON TRUCK WORLD. ANY WARRANTIED REPAIRS AUTHORIZED TO BE PREFORMED AT ANOTHER LOCATION REQUIRE PREAPPROVAL BY GIBSON TRUCK WORLD BEFORE REPAIRS ARE INITIATED. Customer must call Gibson Truck World prior to starting any work covered under our Bumper to Bumper Warranty.

DURATION:

This warranty covers a period of 12 months or 6000 miles of normal driving conditions, whichever occurs first.

☐ **SERVICE CONTRACT: A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.**

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

You CAN NOT have your truck diagnosed or serviced anywhere else and expect us to pay. NO EXCEPTIONS!! Verbal representations are non-binding. If you initiate and approve repairs

WE WILL NOT PAY

Gibson Truck World's Costs for Rebuilt Transmissions

Stock # 34012

Dodge:	**48 RE**	=	**$1,300**
	48 RED (Diesel)	=	**$1,500**
Chevy:	**4L60E**	=	**$1,200**
	4x4	=	**$1,300**
	4L80E	=	**$1,300**
	Alison	=	**$2,000**
Ford:	**4R100**	=	**$1,300**
	5R11	=	**$1,500**

An additional $100 will be charged for all 4-Wheel Drive Vehicles

Gibson Truck World will pay 50% of **OUR** cost of parts and labor.

If a Power Adder (programmer or chip) or Shift Kit is installed on the vehicle after purchase, If the vehicle is altered in any way and/or if the Exhaust System, including removing catalytic converter or emissions, has been modified and/or removed, the warranty will be voided.

I understand that if I get my Gibson Truck repaired somewhere else other than at Gibson Truck World I must get approval from Gibson Truck World Service Department first and I will receive 50% off of the above prices.

Light bulbs in Cluster and Radio are not covered.
Non-Factory stereo equipment will not be covered.

X _____
By signing this I acknowledge and agree to these terms

06/16/16
Date

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body
- Frame - cracks, corrective welds, or rusted through
- Dogtracks - bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakage excluding normal seepage
- Cracked or damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery Leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOR spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage

DEALER

ADDRESS

SEE FOR COMPLAINTS

CUSTOMER SIGNATURE
(Dealer's Option)

I hereby acknowledge receipt of this Buyers Guide at the closing of this sale

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

EXHIBIT E

Boniface-Hiers

Chrysler Dodge Jeep Ram

SERVICE INVOICE

STATE OF FLORIDA REGISTRATION # MV-04405

1775 E. Merritt Island Causeway
Merritt Island, FL 32952
Phone: 321-452-8181
Fax: 321-459-1301
DgService@bonifacehiers.com
www.bonifacehiers.com

SERVICE INVOICE

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
33876	CRAIG 1014	1092	01/06/17	CHCS146291

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO
		120,248	/	

LES KROL
5336 SAN SEBASTIAN WAY # H206
ROCKLEDGE, FL 32955

YEAR / MAKE / MODEL: 14/RAM/3500/4WD CREW CAB 169"
DELIVERY DATE:
DELIVERY MILES:
VEHICLE I.D. NO.: 3C63RRGL0EG108376
SELLING DEALER NO.:
PRODUCTION DATE:
F. T. E. NO.:
P. O. NO.:
R. O. DATE: 12/30/16

RESIDENCE PHONE: 321-482-2507
BUSINESS PHONE:
COMMENTS: MO: 120249

JOB# 1 CHARGES

LABOR

J# 1 00CHZ000 MULTI-POINT TECH(S):1729 WARRANTY

MULTI-POINT VEHICLE INSPECTION. INCLUDES INSPECTION OF THESE AND ADDITIONAL ITEMS (NOT LISTED). ASK YOUR SERVICE ADVISOR FOR DETAILS. TIRES/TIRE PRESSURE, WINDSHIELD WIPERS, EXHAUST SYSTEM, EXTERIOR LAMPS, COOLING SYSTEM MIXTURE/LEAKS, AIR FILTER, STEERING COMPONENTS, FLUID LEVELS, BELTS/HOSES, COMPLETED

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 09CHZ ENGINE TECH(S):1729 WARRANTY

CUSTOMER STATES THE ENGINE LIGHT IS ON.
HAS HISTORY AT GATOR.
CSC
DATA SCAN. HAS CODE P229F NOX SYSTEM PERFORMANCE. FUEL RUN UP NUMBER 1 CYLINDER HIGH PERFORMANCE.
REPLACE NUMBER 1 INJECTOR AND FUEL TUBE. TEST DROVE OKAY NOW.
AUTH # PA US09441370103
CALLED IN FOR AUTH ERIC

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		5175565-AC	CONNECTOR 09004009		WARRANTY
	1		5086868-AC	O RING NO 14099004		WARRANTY
	1		68210105-AA	INJECTOR 14099006		WARRANTY
	-1		68210105-AA	CORE RETURN		WARRANTY
	1		68031602-AA	O RING FU 14099004		WARRANTY
	1		68015004-AA	SEAL FUEL 14099004		WARRANTY
	1		68005465-AA	GASKET NO 14062002		WARRANTY
	1		68024672-AB	GASKET IN 14062002		WARRANTY
				TOTAL - PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
	WD	WARRANTY DEDUCTIBLE	146291	WARRANTY
	WP	WARRANTY DEDUCTIBLE CUSTOMER	146291	200.00
			TOTAL - MISC	200.00

JOB# 2 TOTALS

MISC 200.00

JOB# 2 JOURNAL PREFIX CHCS JOB# 2 TOTAL 200.00

SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES
This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal. [s.559.904(4)]

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718] and a $1.50 fee to be collected for each new or remanufactured battery sold in the state. [s.403.7185].

ALL PARTS NEW UNLESS OTHERWISE INDICATED

RECEIVED
JAN 06 2017

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

SERVICE INVOICE

Boniface-Hiers

Chrysler Dodge Jeep Ram

SERVICE INVOICE

STATE OF FLORIDA REGISTRATION # MV-04405

1775 E. Merritt Island Causeway
Merritt Island, FL 32952
Phone: 321-452-8181
Fax: 321-459-1301
DgService@bonifacehiers.com
www.bonifacehiers.com

CUSTOMER NO. 33876	ADVISOR CRAIG 1014	TAG NO. 1092	INVOICE DATE 01/06/17	INVOICE NO. CHCS146291
LES KROL 5336 SAN SEBASTIAN WAY # H206 ROCKLEDGE, FL 32955	LABOR RATE / LICENSE NO. / MILEAGE 120,248		COLOR /	STOCK NO.
	YEAR/MAKE/MODEL 14/RAM/3500/4WD CREW CAB 169"		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 3C63RRGL0EG108376		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 12/30/16	
RESIDENCE PHONE 321-482-2507 / BUSINESS PHONE	COMMENTS			MO: 120249

TOTALS

****
* NEXT RECOMMENDED SERVICE: *
* 12/30/2016 / 120249 MI DOCHZ100 100000+ MILE SERVICE *
****

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	200.00
TOTAL MISC DISC	0.00
TOTAL TAX......	14.00
TOTAL INVOICE $	**214.00**

CUSTOMER SIGNATURE

SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES
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ALL PARTS NEW UNLESS OTHERWISE INDICATED

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 02:13pm

Filing 63626782 VS PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Phone:

Email:

VIN2:

Vehicle: 2015 DODGE Charger

RO#: 143312

Repair Date: 10/01/2016

Service Advisor: Mccarty , I S74781M

Service Technician: Fitch , C S65259N

Survey Return Date: 10/05/2016

Return Type: Online

Language: English

Scored: Yes

Recommend	
How likely are you to recommend [BRAND] to a friend or colleague	[redacted]
Rate your satisfaction with your vehicle on a scale of 0 to 10	1
Rate your satisfaction with your experience on a scale of 0 to 10	[redacted]
[redacted]	[redacted]
Repair Quality	
[redacted]	[redacted]
What was not fixed?	NA
Which best describes the type of work you had performed at the dealership?	NA
Thoroughness of work performed	[redacted]
Condition and cleanliness of your vehicle upon return	
Scheduling	
How did you schedule your appointment?	Did not make an appointment, just dropped by
How many days did you wait for your appointment?	NA
Rate your satisfaction with the # of days you waited for your appointment	NA
Ease of scheduling your service appointment	NA
Alternate Transportation	
Was it necessary to leave your vehicle?	No
Were you offered alternate forms of transportation?	NA

Treatment	
Service staff on making you feel valued	[redacted]
Length of time it took to complete this service	[redacted]
Courtesy and professionalism of the dealership personnel	[redacted]
Timeliness of drop-off process	[redacted]
Service Advisor Satisfaction	
Overall experience with Service Advisor	[redacted]
Did the Service Advisor take the time to thoroughly understand and document your service request(s)?	[redacted]
Did the Service Advisor provide a cost estimate prior to performing any work on your vehicle?	[redacted]
Did the Service Advisor provide you with progress and completion updates?	No
Accuracy of cost estimate	[redacted]
Service Pickup	
Were you provided a completed multi-point inspection report?	[redacted]
Did service personnel explain all completed work and applicable charges to you?	[redacted]
Fairness of charges	[redacted]
Accuracy of time estimate	[redacted]
Overall Dealership	
Quality of the dealership's facility in terms of comfort, cleanliness, and condition	[redacted]
Respondent Information	
Gender	Male

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

CHRYSLER · DODGE · JEEP

GATOR CHRYSLER • DODGE • JEEP

SERVICE INVOICE

840 SOUTH HARBOR CITY BLVD. (US1)
MELBOURNE, FLORIDA 32901
PHONE: (321) 724-6611 www.gatorchrysler.net

DODGE Jeep.

SALES • SERVICE • PARTS • BODY SHOP
STATE OF FLORIDA REGISTRATION # MV79431

Fax 801 7363929
Cas.nr. 30813883 Erica

CUSTOMER NO. 181241	SABRA PRODELL 11064	TAG NO. 4906	INVOICE DATE 12/27/16	INVOICE NO. 10592	
LES KROL 5336 SAN SEBASTIAN WAY # H-206 ROCKLEDGE, FL 32955-6802	LABOR RATE GNBV46	MILEAGE 120,131	WHITE/	STOCK NO.	
	JM/DODGE TRUCK/3500 DIESEL (6.7L/350		DELIVERY DATE	DELIVERY MILES	
	3C63R RRGLOEG108376		SELLING DEALER NO.	PROMISE 09/05/13	
	P.T.E. NO.	R.O. NO.	R.O. 12/22/16		
RESIDENCE 321-482-2507	BUSINESS PHONE	COMMENTS		MO: 120159	

LABOR & PARTS

J# 1 08CHZ90 CHECK ENGINE LT. ON TECH(S):11079 99.95

CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON CODES
P2560 AND P1C54 LISTED
FOUND CODES STORED-CAN NOT FAIL SCR CATALYTIC CONVERTER
CLEARED CODES AND DID NOT RETURN
NO REPAIRS AT THIS TIME NECESSARY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 1 TOTAL PARTS	0.00
			JOB # 1 TOTAL LABOR & PARTS	99.95

J# 2 26CHZ0 MAINTENANCE DECLINED TECH(S):11064 0.00

CUSTOMER DECLINED SCHEDULED MAINTENANCE
X
CUSTOMER DECLINED FACTORY REQUIRED MAINTENANCE AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 2 TOTAL PARTS	0.00
			JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3 02CHZ09 STRUTS/SHOCKS TECH(S):11079 WARRANTY

CUSTOMER STATES HAS HAD ALIGNMENT AND NEW TIRES. HAS HAD
FRONT HUB WORK ON LEFT SIDE DONE ALL AT OTHER DEALERS.
HE IS INDICATING THAT HE BELIEVES THE FRONT SHOCKS ARE
BAD SINCE THERE IS A BOUNCE IN FRONT END WHILE DRIVING
CHECK SUSPENSION AND ADVISE
VERIFIED CONCERN FOUND FRONT LEFT AND RIGHT SHOCKS TO BE
WORN
REMOVED AND REPLACED BOTH FRONT SHOCKS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	2	68190904-AB	ABSBR PKG SUSPE 170		WARRANTY
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

J# 4 26CHZSI INSPECTION TECH(S):11079 0.00

16 POINT INSPECTION - FREE WITH ANY OTHER SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 4 TOTAL PARTS	0.00
			JOB # 4 TOTAL LABOR & PARTS	0.00

J# 5+02CHZ06 NOISE IN FRONT END TECH(S):11079 WARRANTY

UPON INSPECTION FOUND DRAG LINK INNER ENDS SQUEAKING AND
WORN
WORN AND SQUEAKING
REMOVED AND REPLACED DRAG LIN INNER END

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5	1	68111304-AA	SOCKET DRAG LIN 190		WARRANTY

SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES
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ALL PARTS NEW UNLESS OTHERWISE INDICATED

PAID
DEBIT
DEC 28 2016

Initial:

The Reynolds and Reynolds Company (Solutions) © 08/16

CHRYSLER

GATOR
CHRYSLER • DODGE • JEEP

GATOR
CHRYSLER • DODGE • JEEP
840 SOUTH HARBOR CITY BLVD. (US1)
MELBOURNE, FLORIDA 32901
PHONE: (321) 724-8611 www.gatorchrysler.net

SERVICE INVOICE

DODGE

Jeep.

SALES • SERVICE • PARTS • BODY SHOP
STATE OF FLORIDA REGISTRATION # MV79431

Fax 801 736 3929
Cas. nr. 30813883 Erica

CUSTOMER NO. 181241	LAURA PRODELL 11064	P.O. NO. 4906	INVOICE DATE 12/22/16	CHECK# 10692	
LES KROL 5336 SAN SEBASTIAN WAY # H-206 ROCKLEDGE, FL 32955-6802	LABOR RATE GNBV46	MILEAGE 120,131	WHITE/	STOCK NO.	
	14/DODGE TRUCK/3500 DIESEL (6.7L/350		DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID 3 R R G L 0 E G 1 0 8 3 7 6		SELLING DEALER NO.	PHONE 09/05/13	
	P.T.E. NO.	P.O. NO.	R.O. 12/22/16		
RESIDENCE 321-482-2507	BUSINESS PHONE	COMMENTS		MO: 120159	

JOB # 5 TOTAL PARTS 0.00

JOB # 5 TOTAL LABOR & PARTS 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	SHOP SUPPLIES		10.00
JOB # 5	CED	CHRY EXT CONTRACT DED	210692	200.00
JOB # 5	CEDW	CHRYSLER EXT. CONTRACT DEDUCTIBLE	210692	WARRANTY
			TOTAL - MISC	210.00

TOTALS

SEE OUR COMPLETE LINE OF NEW AND USED CARS, TRUCKS, SUVS AND ACCESSORIES AT WWW.GATORCHRYSLER.NET
VISIT US ON FACEBOOK @ WWW.FACEBOOK.COM/GATORAUTOMOTIVEGROUP

TOTAL LABOR....	99.95
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.D.G....	0.00
TOTAL MISC CHG.	210.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	20.15
TOTAL INVOICE $	**330.10**

PAID
[ ] CASH
[ ] CHECK#
[ ] VISA/MC
[ ] AMERICAN EXPRESS
[ ] DISCOVER
[ ] DEBIT/ATH
[ ] CHARGE

DATE INT.

CUSTOMER SIGNATURE

SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES
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The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718) and a $1.50 fee to be collected for each new or remanufactured battery sold in the state. (s.403.7185).

ALL PARTS NEW UNLESS OTHERWISE INDICATED

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 04:45pm

The Reynolds and Reynolds Company (Canada) Ltd. (06/01)

CUSTOMER #: 72261

277151

INVOICE

PAGE 1

Taylor
Chrysler Jeep Dodge RAM
1497 N. Rt. 50
Bourbonnais, Illinois 60914
MAIN OFFICE: 815-935-7900
PARTS DIRECT: 815-935-7915
FAX: 815-935-7919

LES KROL
5336 S SABASTIAN WAY
ROCK RIDGE, IL 60914
HOME:321-482-2507 CONT:321-482-2507
BUS: CELL:

SERVICE ADVISOR: 28 SHARON HOLLIDAY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	RAM 3500	3C63RRGL0EG108376		107132/107132	T458

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13NOV16 DD			WAIT 12NOV16		129.99	CASH	16NOV16

R.O. OPENED	READY	OPTIONS:
09:31 12NOV16	14:11 16NOV16	DLR:44372 ENG:6.7_Liter_Turbo

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

E Multipoint inspection (according to maintenance interval)
90 Multipoint inspection (according to maintenance interval)
283INSPA (N/C)
107132
PERFORM MULTI POINT INSPECTION
NEEDS LF HUB, LF AXLESHAFT, REC 4X4 SERVICE, NEEDS FRONT PADS, ROTORS AND LF CALIPER WITH BRACKET
****

F General Concern #1 TOW IN FROM MENZ. NEED TO CALL CUSTOMER ONCE VEHICLE GETS HERE AND GET CONCERNS. ABS LIGHT AND CEL I THINK. HAD NO APPT. JUST CALLED IN THIS MORNING (SAT MORNIN
GC TOW TO SHOP
283INSPA (N/C)
****

G CUSTOMER HAS CODE FOR LOW ENGINE COOLANT
CDM CUSTOMER DECLINED REPAIRS
283INSPA (N/C)
107132 SCANNED FOR CODES. FOUND STORED CODE FOR LOW COOLANT. CHECKED COOLANT LEVEL. FOUND COOLANT LEVEL FULL. PRESSURE TESTED SYSTEM, NO LEAK FOUND AT THIS TIME. ALSO HAD CODES FOR LEFT FRONT WHEEL SPEED SENSOR DUE TO BAD LF WHEEL HUB. C0031-62, C0031-2F, C0031-1D. ALSO HAS CODE FOR CRANKCASE FILTER RESTRICTION P1507. NEEDS CRANKCASE FILTER REPLACED. RETURNED VEHICLE TO CUSTOMER.
****

H Brake Systems Concern Customer states front and started shaking squeaking noise left front left front axle very hot
CAUSE: LEFT FRONT HUB BEARING LOOSE
22450105 Hub and Bearing, Wheel - Replace Front, All or four wheel drive, Left side (1 - Semi-Skilled)
283WARSC (N/C)
1 68296958AA HUB-BRAKE (N/C)
02130503 Shaft, Axle - Replace 235-275 mm-Left (2

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECEIVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By/Telephone No.:	Date & Time
$	$		
Revised Estimate $	$		

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 5% of the total cost of labor and parts, not to exceed $20.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY	

CUSTOMER #: 72261

277151

INVOICE

Taylor
Chrysler Jeep Dodge RAM
1497 N. Rt. 50
Bourbonnais, Illinois 60914
MAIN OFFICE: 815-935-7900
PARTS DIRECT: 815-935-7915
FAX: 815-935-7919

LES KROL
5336 S SABASTIAN WAY
ROCK RIDGE, IL 60914
HOME:321-482-2507 CONT:321-482-2507
BUS: CELL:

SERVICE ADVISOR: 28 SHARON HOLLIDAY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	RAM 3500	3C63RRGL0EG108376		107132/107132	T45B

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13NOV16 DL			WAIT 12NOV16		129.99	CASH	16NOV16

R.O. OPENED	READY	OPTIONS:
09:31 12NOV16	14:11 16NOV16	DLR:44372 ENG:6.7_Liter_Turbo

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
- Skilled)			
283WARSC			(N/C)
1 68049152AB ADAPTOR-DISC BRAKE CALIPER			(N/C)
1 68049153AA PINKIT-DISC BRAKE			(N/C)
3 5086661AA BOLT-HEX FLANGE HEAD			(N/C)
1 68216197AA SHAFT-AXLE			(N/C)
1 4549625AE FLUID-BRAKE			(N/C)
01 NEC. TO REPLACE THE LEFT FRONT CALIPER, LEFT FRONT ROTOR AND BOTH FRONT BRAKE PADS			
283 CP		172.50	172.50
1 52122182AB ROTOR-BRAKE	177.00	177.00	177.00
1 68049148AA PAD KIT-FRONT DISC BRAKE	130.00	130.00	130.00
05810103 Caliper assembly, disc brake - Replace Front-Left (2 - Skilled)			
283WARSC			(N/C)
1 68049151AC CALIPER-DISC BRAKE			(N/C)
85410000 DIAGNOSTICS			
283WARSC			(N/C)
SUBL TOW TO SHOP PO#78059			
WARSC			(N/C)
SUBL SERVICE AGENT OWNED RENTAL			
WARSC			(N/C)
SUBL BALANCE OF TOW FROM MENZ			
CPQ		60.00	60.00
CUSTOMER PAY DEDUCTIBLE FOR LINE H			200.00

107132 FOUND LEFT FRONT HUB BEARING FAILED, SCORED OUTER AXLE SHAFT. FAILURE OF LEFT HUB BEARING ALSO CAUSED ROTOR TO GRIND INTO CALIPER AND MOUNTING BRACKET. REPLACED LEFT FRONT HUB BEARING, AXLE SHAFT, CALIPER, CALIPER BRACKET, FRONT PADS AND ROTORS. CLEARED CODES. TEST DROVE, ALL SYSTEMS OPERATING AS DESIGNED.

****

I NOTE: CUSTOMER IS TRAVELSING THROUGH AND HAS A MAXCARE
01 MISCELLANEOUS ADJUSTMENTS
283INSPA (N/C)

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Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By/Telephone No.:	Date & Time
$	$		
Revised Estimate $	$		

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized on this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the amount due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 5% of the total cost of labor and parts, not to exceed $20.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY	

CUSTOMER #: 72261

277151

INVOICE

Taylor
Chrysler Jeep Dodge RAM
1497 N. Rt. 50
Bourbonnais, Illinois 60914
MAIN OFFICE: 815-935-7900
PARTS DIRECT: 815-935-7915
FAX: 815-935-7919

LES KROL
5336 S SABASTIAN WAY
ROCK RIDGE, IL 60914
HOME:321-482-2507 CONT:321-482-2507
BUS: CELL:

SERVICE ADVISOR: 28 SHARON HOLLIDAY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	RAM 3500	3C63RRGL0EG108376		107132/107132	T458

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13NOV16 DD			WAIT 12NOV16		129.99	CASH	16NOV16

R.O. OPENED	READY	OPTIONS: DLR:44372 ENG:6.7_Liter_Turbo
09:31 12NOV16	14:11 16NOV16	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

J** SERVICE AGENT OWNED RENTAL
01 MISCELLANEOUS ADJUSTMENTS
283INSPA (N/C)
****

EST: 372.85 12NOV16 09:31 SA: 28

CUSTOMER PAY ENVIRONMENTAL SURCHARGE FOR REPAIR ORDER 5.00

NOTE: ADVISED CUSTOMER OF PLAY IN BALL JOINT CRANKCASE FILTER DIRTY AND 4X4 SERVICE-DECLINED

****
"THANK YOU" FOR COMING TO TAYLOR C-D** IF YOU ARE HAPPY - PLEASE TELL A FRIEND ** IF YOU ARE NOT HAPPY - PLEASE TELL US !!!!.....
ALL MOPAR PARTS/REPAIRS ARE GUARANTEED FOR 2 YEARS OR 24,00 MILES.GUARANTEED FOR 90 DAYS
SURVEY MAY BE E-MAILED TO YOU.....

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGE FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By/Telephone No.:	Date & Time
$	$		
Revised Estimate $	$		

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. This vehicle is being returned to you in exchange for your payment of the Amount Due

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SHOP SUPPLY COSTS: We have added a charge equal to 5% of the total cost of labor and parts, not to exceed $20.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	172.50
PARTS AMOUNT	307.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	60.00
MISC. CHARGES *	205.00
TOTAL CHARGES	744.50
LESS INSURANCE	0.00
SALES TAX	19.50
PLEASE PAY	

Walmart AUTO CARE CENTER

WALMART 02079
175 COUN / ROAD #6 WEST
ELKHART, IN 46514 US
(574)266-7448

485700 59366

Service Order:

DATE	NAME		5306 SANSABCA WAY H20	PHONE#
11-01-2016	KROL, LES		ROCKLEDGE, FL 32955	(321)482-2507
YEAR	MAKE		MODEL	COLOR
2014	RAM		3500	White (Pearl)
LICENSE	ODOMETER	CUSTOMER ARRIVAL TIME		SERVICE COMPLETED TIME
GNDV46	101134	2016-11-01 09:55 AM		2016-11-01 11:09 AM

Service Description		Service
QS PIT CREW LOF		19.88
- Oil - COMPLETE ,11.0 QT	- Oil Filter - REPLACED	
- Grease Fittings - COMPLETE ,4 Fings	- Pre-Service Oil Check - CHECKED , Full	
- Oil Pressure - CHECKED	- Battery Check - DECLINED	
	Unsafe environment	
- Tire Pressure - Dual Drv In - CHECKED , 65	- Tire Pressure - Dual Drv Out - CHECKED , 65	
- Tire Pressure - Dual Pass In - CHECKED , 65	- Tire Pressure - Dual Pass Out - CHECKED , 65	
- Tire Pressure - Drv Front - CHECKED , 80	- Tire Pressure - Pass Front - CHECKED , 80	
N/C WIPER BLADE INST		0 00
- Wiper - Wiper Rear - NOT APPLICABLE		

Merchandise Description	Quantity	Unit Price	Merchandise
Oil - Customer Provided	5.0	1.85	-9.25 Credit
Oil Filter - Customer Provided	1	2.09	-2.09 Credit
DELV CON 1Q 15W40 SM	1	3.67	3.67
DEL V CON2.5G15W40 SM	1	30.97	30.97
FRAM OIL TG TG3976A	1	6.94	6.94
LUCAS OIL STABILZR	1	8.77	8.77

Customer Comments

Technician Comments
6.7L ENG PH3976. CANA. TQ.37. PG.334.
TS.235.80.R17
OIL FILTER TG3976.
VIN. 3C63RRGL0EG108376
12QTS TOTAL. 11QTS OIL. 1 QT LUCAS

Total (Excluding Tax & Govt. Fees) 58.89

DISCLAIMER

I authorize the stated service to be completed with the necessary materials.
I give permission to operate the vehicle
I UNDERSTAND
1 Walmart is not responsible for loss/damage to the vehicle or items left in it
2 Walmart does not inspect tires to determine if they are safe Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear)
3 Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures cracking, bulges, or uneven tread wear
An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed
Driving conditions will affect the safety and performance of my tires.

11-01-2016

CUSTOMER SIGNATURE DATE

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level

SIGNED

DATE

COMMON TECHNICIAN COLTEN 8580
COURTESY TECHNICIAN COLTEN 8580
LOWER BAY TECHNICIAN COLTEN 8580
MISC TECHNICIAN BRANDON 8836
SERV WRTR/GREETER. CODY 8823
UPPER BAY TECHNICIAN BRANDON 8836

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.

CENTRAL FLORIDA DIESEL PERFORMANCE

1501 Lake Dr
Cocoa Fl. 32922
321-305-4963
MV-80581

PAID 01/09/2017

Date	Invoice #
1/9/2017	3255

Customer:

Krol, Les
5336 San Sebastin way H206
Rockledge Fl 32955
321-482-2507

Miles In Out	Tag	Due Date	YR/MAKE/MODEL	Terms	Pay Method
120,667	GND U46	1/9/2017	2014 Ram 3500	Due on receipt	

Item	Quantity	Description	Rate	Amount
Boniface	1	SCR Cat	1,145.00	1,145.00T
Boniface	1	Gasket	5.35	5.35T
Boniface	1	Gasket	19.35	19.35T
Boniface	1	Sleeve Kt	3.20	3.20T
MSL	6	Replace SCR Cat ad remove amonia sensor as per service bulletin	85.00	510.00T
Shop		Shop Supply Fee	2.50%	12.75T
Contract	1	Reprogram Vehicle ECM due to exhaust update	143.68	143.68T
		Sales Tax	7.00%	128.75

____ Month/ ____ Mile Warranty On All Parts And Labor Unless Otherwise Specified.

Total	$1,968.08

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN.
I UNDERSTAND UNDER STATE LAW I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.
---I REQUEST A WRITTEN ESTIMATE.
---I DO REQUEST A WRITTEN ESTIMATE AS LONG AS THE COST DOES NOT EXCEED$ ____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
---I DO NOT REQUEST A WRITTEN ESTIMATE.
SIGNED_____
DATE_____

Filing 63626782 VS 05-2017-CA-049992-XXXX-XX

CHRYSLER DODGE Jeep RAM MOPAR

Boniface-Hiers

Chrysler Dodge Jeep Ram

1775 E. Merritt Island Causeway
Merritt Island, FL 32952
Phone: 321-452-8181
Fax: 321-452-4114
MoparParts@bonifacehiers.com
www.bonifacehiers.com

PARTS INVOICE

NO REFUNDS ON SPECIAL ORDERS OR ELECTRICAL ITEMS. ALL RETURNS ARE SUBJECT TO A RESTOCKING CHARGE OF $20.00 OR 5% PER ITEM, WHICHEVER IS GREATER. NO RETURNS AFTER 30 DAYS.

Due to MANUFACTURER parts return policy, altered or damaged cartons, opened mouldings or paper packages will not be returnable. Your cooperation will be appreciated.
WE ARE NOT RESPONSIBLE FOR ANY LABOR ON PARTS NOT INSTALLED BY OUR SHOP.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE
QUALITY MOPAR PARTS AND ACCESSORIES
FOR ALL CHRYSLER, DODGE, AND JEEP
NEW LOWER PRICES FOR MOPAR REMANUFACTURED
ENGINES AND TRANSMISSIONS, 3 YEAR 100K WARR

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
10011				PENDING	ERIC EAGLEN	01/10/17	PQ18889 CHR

BILL TO retail

SHIP TO

QUANTITY SHIP	QUANTITY B. O.	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
1	0	68292411-AA CONVERTER 14070004 CORE PRICE	PB1	1145.00	1145.00 500.00	1145.00 500.00
1	0	68065844-AB GASKET EX 14062002	018-A	26.68	26.68	26.68

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with sale of this item/items.

"I hereby agree to pay the amount due as reflected in this invoice and further agree to pay a reasonable attorney's fee and costs incurred in collecting any amounts due as reflected in this invoice."

REC'D. BY _____ NO REFUNDS WITHOUT THIS INVOICE

SUBTOTAL	1671.68
RESTOCK CHARGE	0.00
TAX	117.02
FREIGHT	0.00
PAY THIS AMOUNT	1788.70

12:06.47 ACCOUNTING COPY ** PRICE QUOTE ** NET502

The Reynolds and Reynolds Company ERUNPRICE SF6320R5 O (09/13)

Filing 63626782 VS 05-2017-CA-049992-XXXX-XX

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

_____ I REQUEST A WRITTEN ESTIMATE.

_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

.. I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED_____ DATE_____

U/Used R-Rebuilt RC/Reconditioned NC/ No Chg/Warranty

QTY	PART NO	DESCRIPTION	*	PRICE	EXTEND
		DIAGNOSIS / CHECK ENGINE			
		LIGHT ON			
		EGR CLEAN		116.00	
		BAD CONNECTION 1 & 2		59.87	
		PASSENGER SEAT AIR BAG			
		CONNECTION		32.00	
		TURBO CLEANING		154.00	
		OIL FILTER HOUSING		230.00	

Estimate good for 30 days. Not responsible for damage caused by theft, fire or acts of nature. I hereby authorize the above repairs, including sublet work, along with the necessary materials. You and your employees may operate my vehicle for the purpose of testing, inspection and delivery at my risk. If I cancel repairs prior to their completion for any reason, a tear down and reassembly fee of $_____ will be applied.

X_____ Date 01/17/17

RESCUE AUTOMOTIVE
AUTO MECHANICS SERVICES
10531 E. COLONIAL DR.
ORLANDO, FL 32817

407-463-3237 407-658-9040
FLORIDA REGISTRATION: MV 80446

_____ month / _____ mile warranty on all parts and labor unless otherwise specified.

Intended Payment Method:
CASH ☑ CHECK ☐ VISA ☐ MC ☐ AMEX ☐

Date: 01/17/17 Time:

Name: LES KROL
Proposed Completion Date:

Address: 5336 SAN SEBASTIAN WAY #H-206
Home Ph: 321-482-2507

City: ROCKEDGE State: FL Zip: 32955
Work Ph:

Other Authorized Person.
Phone:

Year/Make 2014 Model: RAM 3500 Tag: SNDV46 Miles In:

VIN#: 3C63RRGL0EG108376 Miles Out:

Save Old Parts: ☐ Yes ☐ No (Core may apply)

Customers Complaint/Problem:

LABOR CHARGES BASED ON:
☐ FLAT RATE _____ ☐ HOURLY RATE _____
☐ BOTH APPLY

ESTIMATE/DIAGNOSTIC FEE:
$_____ /OR HOURLY AT
&_____ PER HOUR

A storage fee of $_____ per day may be applied to vehicles which are not claimed within 3 working days of notification of completion.

The following repairs were made to your vehicle:	Labor Charge

ESTIMATED REPAIR COST /SHOP SUPPLIES
$

CHARGES:

PARTS:
$

LABOR:
$ 591.87

SUBLET / OTHER
$

**SHOP SUPPLIES

***FEES
$

Subtotal:$

Tax: $ 35.51

TOTAL:
$ 627.38

**This charge represent costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. **FS403.718 mandates a $1.00 fee for each new tire sold in the State of Florida. **FS403.7185 mandates a $1.50 fee for each new or remanufactured battery sold in the State of Florida

05-2017-CA-049992-XXXX-XX
96
VS
Filing 63626782

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

LES KROL

Plaintiff,

Case No. 2017-CA-049992

v.

FCA US, LLC; and GIBSON AUTO SALES, INC., d/b/a GIBSON TRUCK WORLD,

Defendants.
_____ /

DEFENDANT'S AMENDED MOTION TO STAY AND COMPEL ARBITRATION
(amended only to attach complete exhibit)

Defendant, Gibson Auto Sales, Inc. d/b/a Gibson Truck World ("Gibson"), by and through its undersigned counsel and in accordance with the Florida Rules of Civil Procedure, hereby files this, its Amended Motion to Stay and Compel Arbitration and states as follows:

1. On or about November 1, 2017, Plaintiff, Les Krol ("Plaintiff"), filed this action against Gibson relating to claims that arise out of Plaintiff's purchase of a vehicle.

2. Particularly on or about June 6, 2016, Plaintiff purchased a 2014 Dodge Ram 3500 bearing Vehicle Identification Number 3C63RRGL0EG108376 (the "Vehicle") from Gibson. As part of this transaction, Plaintiff entered into and executed a Retail Buyer's Order, which included an arbitration agreement (the "Arbitration Agreement"). Attached hereto as ***Exhibit "A"*** is a true and correct copy of the Arbitration Agreement that was executed by Plaintiff.

3. According to the Arbitration Agreement:

> [A]ny controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Order or the parties' relationship (whether statutory or otherwise), including, but not limited to any matter that may have induced the Customer to enter into a relationship with Dealer and any disputes regarding the

validity or enforceability of this clause (collectively referred to as 'Claim'), shall be submitted to final and binding arbitration...

4. Plaintiffs' Complaint alleges claims that all relate to Plaintiff's purchase of the Vehicle through the Retail Buyer's Order and the relationship between Plaintiff and Gibson. Further, the Arbitration Agreement also indicates that any challenge to the Arbitration Agreement must be decided in arbitration.

5. Based upon the nature of the claims, Plaintiff's claims are clearly encompassed by the broad language of the arbitration provision.

6. Pursuant to the Federal Arbitration Act and Section 682.03 of the Florida Statutes, Gibson is entitled to have the current matter stayed and have this Court enter an Order compelling the arbitration of all disputes between the parties, as contemplated by the arbitration provision.

WHEREFORE, Gibson respectfully requests that this Court enter an Order staying this matter and compelling the arbitration of all disputes between the parties, as provided for by the arbitration provision, together with such further relief as the Court deems just and proper.

s/ Robert E. Sickles, Esq.
Robert E. Sickles
Florida Bar No. 167444
Yesica S. Liposky, Esq.
Florida Bar No. 119924
BROAD AND CASSEL LLP
100 North Tampa Street, Suite 3500
Tampa, FL 33602
Telephone: 813-225-3020
Facsimile: 813-225-3039
Primary: rsickles@broadandcassel.com
Primary: yliposky@broadandcassel.com
Secondary: knovak@broadandcassel.com
Secondary: egarvey@broadandcassel.com
Secondary: jlovins@broadandcassel.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 6, 2017, a true and correct copy of this document was served via e-mail on the following:

Jeremy Kespohl, Esq.
Morgan & Morgan, P.A.
76 South Laura Street, Suite 1100
Jacksonville, FL 32202
jkespohl@forthepeople.com
warrantygroupservice@forthepeople.com

s/ Robert E. Sickles, Esq.
Attorney

REFERRAL
REPEAT CUST

Customer #: 5182
42195 / 47606

GIBSON TRUCK WORLD
3455 South Orlando Drive
Sanford, FL 32773
Tel. (407) 321-0660 Fax (407) 321-3522

STOCK NO 38612
DATE 6/16/2016
SALESMAN LEONARD FOOKS
Adam Weichel

RETAIL BUYER'S ORDER

PURCHASER: LES KROL	DRIVER'S LICENSE NO. [redacted]	DATE OF BIRTH: [redacted]1952	SOCIAL SECURITY NO. [redacted]
CO-PURCHASER	DRIVER'S LICENSE NO.	DATE OF BIRTH	SOCIAL SECURITY NO.
ADDRESS: 5336 SAN SEBASTIAN WAY #H-206	EMAIL: [redacted]		CITY: ROCKLEDGE
COUNTY: BREVARD	STATE: FL	ZIP: 32955	HOME PHONE: [redacted]7	BUSINESS PHONE: [redacted]1
SERIAL NO: 3C63RRGL0EG108376	☐ NEW ☐ XXD ☐ DEMO ☐ XX*	MODEL	STYLE	ENGINE	MILEAGE: 35741 EXT
YEAR: 2014	MAKE: RAM	3500			LOCATION: WH

USED VEHICLE DISCLOSURE

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty, and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale.

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

TRADE-IN 1

☐ Private Trade

Year	Make	Model	Color
VIN		Mileage	
1st Lien to:		Amount N/A	Good Thru
2nd Lien to:		Amount N/A	Good Thru

Authorized by:

TRADE-IN 2

☐ Private Trade

Year	Make	Model	Color
VIN		Mileage	
1st Lien to:		Amount N/A	Good Thru
2nd Lien to:		Amount N/A	Good Thru

Authorized by:

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) if was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously undisclosed lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: _____ Customer: _____

LIMITATION ACKNOWLEDGEMENTS

Dealer and Customer agree that for any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, in connection with, or relating to this Order, any addendum or the parties' relationship (whether statutory or otherwise and irrespective of whether Dealer terminated this Order): (a) Venue and jurisdiction shall lie exclusively in the County where Dealer is situated; (b) the parties irrevocably waive their right to a trial by jury in the event that the arbitration provision contained herein is unenforceable for any reason; and (c) Customer shall not be entitled to recover from Dealer any special damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payment are evidenced by a separate receipt document.

PURCHASE INFORMATION

Cash Price of Vehicle	42595.00
Accessories	N/A
	N/A
	N/A
	N/A
Subtotal	42595.00
Trade-in Allowance	N/A
Net Difference	42595.00
Dealer Delivery Fee These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale	$625.00
FLORIDA LAW Waste Tire and Lead Acid Battery Fee	3.00
	N/A
	N/A
Subtotal	43223.00
Sales Tax	2593.38
County Tax	25.00
	N/A
Florida Title, Registration and License Fees (New XX Trade ___) ☐206are is checked this is an estimate	253.35
	N/A
Trade Pay-off	N/A
Subtotal	46094.73
	N/A
	N/A
Tire and Wheel	N/A
Service Agreement	N/A
Sales Tax on Agreement	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	46094.73
	N/A
Down Payment	✓ 700.00
Cash on Delivery	N/A
BALANCE DUE	45394.73

15 DAY RETURN/EXCHANGE POLICY

I, LES KROL

Purchased a 2014 RAM 3500

VIN 3C63RRGL0EG108376 on 6/16/2016

and fully understand that I have 15 days / 500 miles (which ever occurs first) to return/exchange the purchased vehicle. The vehicle can be returned/exchange for a fixed fee ready vehicle of the same value per Dealer's discretion. Promotional advertised and internet special vehicles are not eligible for return/exchange offer.

All vehicles that are accepted under the 15 days / 500 mile return/exchange policy may only be returned/exchanged one time and must be returned/exchanged in the same condition it was sold. This policy does not apply to any vehicle received in the return/exchange. No refunds, all exchanges are final.

EXHIBIT
A

	Model	Color
VIN	Mileage	
1st Lien to:	Amount N/A	Good Thru
2nd Lien to:	Amount N/A	Good Thru
Authorized by:		

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade In. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: _____ Customer: _____

LIMITATION ACKNOWLEDGEMENTS

Dealer and Customer agree that for any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, in connection with, or relating to this Order, any addendum or the parties' relationship (whether statutory or otherwise and irrespective of whether Dealer terminated the Order): (a) Venue and jurisdiction shall lie exclusively in the County where Dealer is situated; (b) the parties irrevocably waive their right to a trial by jury in the event that the arbitration provision contained herein is unenforceable for any reason; and (c) Customer shall not be entitled to recover from Dealer any special damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document.

Customer: X _____ Customer: _____

FINANCING NEGOTIATION

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order for any breach by customer, fraud or other misrepresentation by Customer.

Customer: X _____ Customer: _____

	N/A
Subtotal	46094.73
	N/A
	N/A
Tire and Wheel	N/A
Service Agreement	N/A
Sales Tax on Agreement	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	46094.73
	N/A
Down Payment	✓ 700.00
Cash on Delivery	N/A
BALANCE DUE	45394.73

15 DAY RETURN/EXCHANGE POLICY

I, LES KROL

Purchased a 2014 RAM 3500

VIN# 3C63RRGL0EG108376 on 6/16/2016

and fully understand that I have 15 days / 500 miles (which ever occurs first) to return/exchange the purchased vehicle. The vehicle can be return/exchange for a front line ready vehicle of the same value per Dealers discretion. Promotional advertised and internet special vehicles are not eligible for return/exchange offer.

All vehicles that are accepted under the 15 days / 500 mile return/exchange policy may only be returned/exchanged one time and must be returned/exchanged in the same condition it was sold. This policy does not apply to any vehicle received in the return/exchange. No refunds, all exchanges are final.

Customer: _____ Date: 6/16/2016

Business Manager: _____ Date: 6/16/2016

I, _____

Purchased a _____

VIN# _____ on _____

AND I UNDERSTAND THAT I DO NOT HAVE A RETURN/EXCHANGE POLICY VEHICLE.

Customer: _____ Date: _____

Business Manager: _____ Date: _____

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, YOU REPRESENTS THAT ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED HEREIN. THIS WRITTEN ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER AND NO EMPLOYEE REPRESENTS OR WARRANTS THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH this TRANSACTION IS CORRECT AND ACCURATE. CUSTOMER HAS READ, AGREES TO AND ACCEPTS ALL TERMS OF THIS ORDER.

X _____ _____ 6/16/16

Customer's Signature Co-Customer's Signature

TERMS AND CONDITIONS

A. Definitions: As used in this Order the terms: (a) "Customer" shall mean the party(ies) acquiring the Vehicle; (b) "Vehicle" shall mean the vehicle which is the subject of this Order; (c) "Manufacturer" shall mean the Manufacturer that manufactured the Vehicle; (d) "Trade-In" refers to the automobile(s), but not lease walk away, conveyed by Customer to Dealer and described on the front side of this Order, which is being applied towards the acquisition costs of the Vehicle; (e) "ACV" shall mean the actual cash value of the Trade-In.

B. Vehicle: Customer must accept and take delivery of Vehicle within 48 hours from its availability. Failure by Customer to do so shall constitute a material breach of this Order. By taking possession of Vehicle, Customer, unless otherwise consented in writing by Dealer, acknowledges that Vehicle has no defects, flaws or irregularities that would be detected during a visual examination and that no equipment or option is missing. Dealer shall not be liable for failing to deliver or for any delay in delivery where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis and any accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's contracts. In the event of any such change by Manufacturer, Dealer shall have no obligation to Customer to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Customer. Dealer shall have no duty to disclose intended design changes by Manufacturer. Dealer does not warrant or guarantee the mileage indicated on the used Vehicle is accurate or that it may not have been altered by persons in possession prior to Dealer.

AN C. Trade-In: Customer does grant, bargain, convey, sell, assign and transfer to Dealer all of Customer's right, title and interest in the Trade-In. Customer fully warrants title to the Trade-In and that it is free and clear of all liens and encumbrances except as otherwise noted herein and will defend and indemnify Dealer against any and all claims relating to the Trade-In. Customer agrees to deliver to Dealer satisfactory evidence of title to any Trade-In at the time of its delivery to Dealer. If Customer fails to pay any undisclosed or understated liens, Customer shall be in material breach of this Order. In the event that the Trade-In has more mileage than represented by Customer or any of Customer's representations regarding the Trade-In are false, Customer shall be obligated to pay Dealer the difference between the ACV of the Trade-In as represented and the correct ACV within (10) days from written demand. Dealer may recover consequential and incidental damages suffered by it arising from customer's breach of any warranty regarding the Trade-In. Dealer may reappraise the Trade-In if before its possession is delivered to Dealer, or if it is damaged or parts or accessories have been removed. If such reappraised value results in an "ACV" that is lower than the allowance shown hereon, Customer may, if dissatisfied therewith, terminate this Order.

AN D. Termination: In the event this Order is terminated by either Dealer or Customer as permitted by this Order, (a) Dealer will be entitled to the immediate return of the Vehicle and Customer shall be obligated to return the Vehicle to Dealer within 24 hours of the date of termination; and (b) Customer shall be liable to Dealer for $1.00 per mile used over and above 25 miles per day average plus any wear, tear or damage to the Vehicle and diminution in value. In the event that the Vehicle is not returned within this time period, such failure will constitute a material breach of this Order and Dealer shall have those remedies as described in paragraph "E" below. Otherwise, Customer will be entitled to the return of their deposit subject to a lien in favor of Dealer for any amount due it hereunder. If a Trade-In was applied towards the Vehicle's acquisition, it shall be returned to Customer upon payment of a reasonable charge for storage, and repairs (if any) or, if it has been already sold by Dealer, Customer shall be entitled to the "Net Trade-in Proceeds", calculated as follows: the ACV, less the sum of (i) liens, (ii) costs incurred by Dealer to repair and/or ready it for sale, and (iii) a selling commission equal to 15% of the ACV. If the Net Trade-In Proceeds is negative, then Customer shall be obligated to Dealer for that amount.

E. Dealer's Recourse: In the event this Order is breached by Customer, Dealer shall: (a) have the right to the immediate return of Vehicle and to repossess same, with or without legal action, and to peacefully enter onto any property in which Customer has an interest in order to effectuate such repossession; (b) be entitled to compensation for Customer's use of Vehicle equal to: (i) $1.00 per mile used, and (ii) $30.00 for each day Customer is in possession of Vehicle, unless the Vehicle's Cash Price exceeds $20,000, then $45.00 per day; (c) be entitled to compensation for any damage, including but not limited to unusual wear and tear to the Vehicle and repossession related charges, as well as detailing and restocking costs; (d) have a lien on any Trade-In or the Net Trade-In Proceeds, and any payments made by Customer hereunder; (e) have the right to attach and perfect a lien against the Vehicle or Trade-In for those amounts due it hereunder, and Customer hereby consents to and authorizes same for which authority Customer grants dealer an irrevocable power of attorney to record that lien; and (f) be entitled to any other remedy available at law or equity. In the event Dealer repossesses the Vehicle, Customer shall hold Dealer harmless and indemnified from any liability, damages or consequential damages arising out of an authorized repossession, including any claims from third parties asserting an interest in personalty left in Vehicle.

AN F. **ARBITRATION:** Dealer and Customer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Order or the parties' relationship (whether statutory or otherwise), including, but not limited to any matter that may have induced the Customer to enter into a relationship with Dealer and any disputes regarding the validity or enforceability of this clause (collectively referred to as "Claim:), shall be submitted to final and binding arbitration in the county in which where Dealer is situated.

1. The Parties agree that any Claim shall be arbitrated by a single arbitrator on an individual basis and not as a class action. Customer expressly waives any right it may have to arbitrate a class action. The arbitration shall be conducted before the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that the parties may choose subject to mutual approval. If the parties cannot agree on the selection of an arbitrator or arbitration forum, the court shall appoint a retired judge as arbitrator upon request of any party. Customer can obtain a copy of the rules of AAA by contacting it or visiting the website.

2. Other than those that are Court appointed pursuant to Section F(1), arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules of the arbitration forum. The Arbitrator shall apply governing substantive law in making an award, including statutes of limitations and Fla. Stat. 768.79. Offers of Judgment permissable under Florida Law shall be permissible and enforceable in arbitration. The arbitrator's award shall be final and binding on all parties.

3. Dealer shall advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $[illegible] which may be reimbursed at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

4. The prevailing party shall be entitled to recover all Arbitration fees described in paragraph 3 above, as costs to the extent paid and owing from such party, and shall be entitled to enforce the award in a circuit court of competent jurisdiction.

5. This arbitration requirement shall not apply to: (a) any action by Dealer for repossession of the Vehicle (but it does apply to any counter-claim thereto except as otherwise provided in this paragraph); or (b) any action within the jurisdiction of the small claims court as set forth in Florida Rule of Court 7.010(b).

6. Within thirty (30) days of the arbitrator's appointment, the arbitrator shall establish the procedure for the exchange of information bearing in mind the expedited nature of arbitration. The arbitrator's award shall be final and binding on all parties.

7. Both parties retain any rights to self-help remedies, such as repossession. Neither party waives the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract.

8. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C.A. §1, *et. seq.* To the extent that any part of this provision is ruled illegal or unenforceable by any finder of fact or law, so much hereof as is ruled illegal or unenforceable shall be deemed severed and the remaining provisions shall survive.

CUSTOMER UNDERSTANDS AND AGREES: (1) THAT IF A DISPUTE IS ARBITRATED, CUSTOMER WILL GIVE UP THE RIGHT TO A TRIAL IN A COURT; (2) THAT IF A DISPUTE IS ARBITRATED, CUSTOMER WILL GIVE UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS CLAIM AGAINST DEALER, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS: (3) DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT CUSTOMER AND DEALER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION: (4) TO RESOLVE ALL DISPUTES WITH DEALER BY BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT EXCEPT AS SPECIFICALLY SET FORTH ABOVE; AND (5) THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY FOR ANY CLAIM NOTWITHSTANDING THE ENFORCEABILITY OF THIS ARBITRATION PROVISION.

G. Miscellaneous: This Order shall survive the execution of the RISC. To the extent any terms herein conflict with the terms of the RISC, this Order shall control and govern. Waste tire fees and lead-acid battery fees, if applicable and if included in the price of Vehicle, are payable to the State of Florida, Department of Revenue. This Order cancels and supersedes any prior contract and comprises the complete and exclusive statement of the terms of the Order relating to the subject matters covered hereby, and constitutes the entire Agreement between the parties with respect to the purchase of the vehicle. Other terms may apply to financing and if so, will be set forth in an accompanying Retail Installment Sale Contract. There are no representations or contracts between the parties except as set forth herein or contemporaneously executed. This Order may not be changed, modified or extended except by an instrument in writing and signed by the parties. In the event this Order or any other contract or document executed by Customer contains a clerical or computation error or if additional documentation is necessary in order to effectuate the parties' intent, Customer agrees to cooperate with the execution of such (corrected) documentation and produce the additional documentation. Should Customer unreasonably refuse to give such cooperation, Customer shall be in material breach of this Order. Each provision of this Order shall be severable from every other provision of this Order for the purpose of determining the legal enforceability of any provision in this Order. By execution of this Order, Customer certifies being 18 years old or older. Customer has read, understands and accepts all provisions of this Order and the Warranty Statement. The parties enter into this Order freely and voluntarily in the absence of any duress or coercion. Customer agrees to pay, unless prohibited by law, any and all taxes applicable to this transaction, regardless of which party may have the primary tax liability therefor. The Florida Title, Registration and License fees are the result of a highly complicated formula. As a result, the amounts charged may only be estimates. If the amount of taxes and government fees identified on the front side hereof is less than the correct amount, Customer shall be obligated to Dealer for such difference. If the amount charged exceeds the correct amount, Dealer shall refund to Customer the difference. Dealer's obligations and rights hereunder may be assigned as this Order shall inure to the benefit of Dealer, its successors and/or assigns. All paragraph headings set forth in this Order are intended for convenience only and shall not control or affect the meaning or construction of the provisions thereof. All remedies afforded in this Order shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Dealer to enforce at any time any of the provisions of this Order, or to exercise any option which is herein provided, or to require at any time performance by Customer of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of Dealer to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. This Order is an essential document to any claim by Customer against Dealer in connection with the purchase of the Vehicle.

RO618766 Q

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

LES KROL,

Plaintiff, Case No. 2017-CA-049992

v.

FCA US, LLC; and GIBSON AUTO SALES, INC., d/b/a GIBSON TRUCK WORLD,

Defendants.
_____ /

DEFENDANT'S NOTICE OF FILING

Defendant, Gibson Auto Sales, Inc., d/b/a Gibson Truck World, by and through its undersigned counsel, hereby files its Affidavit in Support of Defendant's Motion to Stay Litigation and Compel Arbitration.

/s/ Yesica S. Liposky
Robert E. Sickles, Esq.
Florida Bar No. 167444
Yesica S. Liposky, Esq.
Florida Bar No. 119924
BROAD AND CASSEL LLP
100 North Tampa Street, Suite 3500
Tampa, FL 33602
Telephone: 813-225-3020
Facsimile: 813-225-3039
Primary: rsickles@broadandcassel.com
Primary: yliposky@broadandcassel.com
Secondary: knovak@broadandcassel.com
Secondary: egarvey@broadandcassel.com
Secondary: jlovins@broadandcassel.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 30, 2018, a true and correct copy of this document was served via email on the following:

Jeremy Kespohl, Esq.
Morgan & Morgan, P.A.
76 South Laura Street, Suite 1100
Jacksonville, FL 32202
jkespohl@forthepeople.com
warrantygroupservice@forthepeople.com

Wilnar J. Julmiste, Esq.
ANDERSONGLENN LLP
2650 North Military Trial, Suite 430
Boca Raton, Florida 33341
julmiste@asglaw.com
KDavidowitz@asglaw.com

/s/ Yesica S. Liposky, Esq.
Florida Bar No. 119924

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

LES KROL,

Plaintiff,

Case No. 2017-CA-049992

v.

FCA US, LLC; and GIBSON AUTO SALES, INC., d/b/a GIBSON TRUCK WORLD,

Defendants.
_____/

AFFIDAVIT IN SUPPORT OF DEFENDANT'S MOTION TO STAY LITIGATION AND COMPEL ARBITRATION

Kim G Robinette in his/her capacity as Controller at Gibson Auto Sales Inc., d/b/a Gibson Truck World, (hereinafter "Gibson"), personally appeared before me, the undersigned authority, and being duly sworn and deposed, states as follows:

1. I am over the age of 18 and have personal knowledge of the facts set forth herein based on my position as Controller at Gibson and the business records of Gibson.

2. I have worked at Gibson for 21 years, and during this time, have been able to acquire an understanding of Gibson's general business practices, operations, and record keeping systems.

3. Gibson maintains business records, including records pertaining to Les Krol (hereinafter "Plaintiff"). Said records, including the records referenced in this Affidavit and/or attached as Exhibits to this Affidavit, were made at or near the time of the event or occurrence, recorded by, or from information transmitted by, a person with knowledge of those matters, are

kept in the ordinary course of the regularly conducted business activities of Gibson, and were made by Gibson as a regular practice in the course of its regularly conducted business activities.

4. Through my position at Gibson, I have personal knowledge of Gibson's record keeping systems and procedures, and understand how to use Gibson's systems to obtain information on specific customers, accounts, and transactions. I understand and can accurately comprehend the information contained in Gibson's files and records, and regularly use and rely on such information as part of my job duties.

5. Through my position at Gibson, I have personal knowledge of and understand the process in which dealerships sell used motor vehicles to customers, as well as the documents the customers sign in connection with the transaction.

6. Through my position at Gibson, I have personal knowledge of and understand the process in which Gibson provides customers with financing to purchase used motor vehicles.

7. Through my position at Gibson, I know that customers who purchase vehicles from Gibson, voluntarily sign an Arbitration Agreement as part of the package of documents they sign to purchase their vehicle.

8. I personally reviewed Gibson's records relating to Plaintiff prior to signing this Affidavit. I am also familiar with the claims being alleged against Gibson by the Plaintiff in the above-styled litigation. I have also reviewed Gibson's Motion to Stay Litigation and Compel Arbitration and Amended Motion to Stay Litigation and Compel Arbitration.

9. Based on the foregoing, I am a qualified and authorized to declare and certify the facts outlined in this Affidavit on behalf of Gibson.

10. On or about June 16, 2016, Plaintiff purchased a used 2014 Dodge Ram 3500 Truck and signed a Buyer's Order, retail installment sales contract (the "RISC"), and Arbitration Agreement as part of that transaction.

11. The Buyer's Order, RISC, and Arbitration Agreement were signed contemporaneously as part of the same package of documents reviewed and signed by the Plaintiff to the purchase his vehicle.

12. True and correct copies of the Buyer's Order, RISC, and Arbitration Agreement are attached hereto as ***Composite Exhibit A***. Gibson maintains a deal file related to the Plaintiff's purchase of the subject vehicle, and I attest that the documents attached hereto are identical copies of the documents contained in Gibson's deal file.

13. By signing the Arbitration Agreement, Plaintiff agreed to the terms of the Arbitration Agreement. Among other things, Plaintiff agreed to submit all "Claims" to binding arbitration.

AFFIANT FURTHER SAYETH NAUGHT.

GIBSON AUTO SALES INC., d/b/a GIBSON TRUCK WORLD,

By: _____

Title: _____

The foregoing instrument was acknowledged before me this 25th day of May, 2018, by _____, as _____ of Gibson Auto Sales Inc., d/b/a Gibson Truck World, who is personally known to me or produced _____ as identification and who did take an oath.

_____
Notary Public
My Commission Expires: 4-3-21

CHRISTINA M. WOODALL
Commission # GG 081743
Expires April 3, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

3

REFERRAL
REPEAT CUST

Customer #: [redacted]5182
42105 / 47606

GIBSON TRUCK WORLD

5455 South Orlando Drive
Sanford, FL 32773
Tel. (407) 321-0660 Fax (407) 321-3322

STOCK NO. 33917
DATE 6/16/2016
SALESMAN LEONARD FOOKS
Adam Weichel

RETAIL BUYER'S ORDER

PURCHASER: LES KROL	DRIVER'S LICENSE NO.: [redacted]	DATE OF BIRTH: [redacted]1952	SOCIAL SECURITY NO.: [redacted]
CO-PURCHASER:	DRIVER'S LICENSE NO.:	DATE OF BIRTH:	SOCIAL SECURITY NO.:
ADDRESS: 5336 SAN SEBASTIAN WAY #H-206	EMAIL: [redacted]		CITY: ROCKLEDGE
COUNTY: BREVARD / STATE: FL	ZIP: 32955	CELL PHONE: [redacted]7	BUSINESS PHONE: [redacted]1
SERIAL NO.: 3C63RRGL0EG108376	☐ NEW ☐XX	☐ USED ☐XX	MILEAGE: 35741 / CYL:
YEAR: 2014 / MAKE: RAM	MODEL: 3500	BODY / STOCK NO.	COLOR: WH

USED VEHICLE DISCLOSURE

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer (a) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle, or (b) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third party to provide information regarding the Vehicle's history and the Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and is aware [illegible] Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

TRADE-IN 1

☐ Private Trade

Year ____ Make ____ Model ____ Color ____
VIN ____ Mileage ____
1st Lien to: ____ Amount N/A Good Thru ____
2nd Lien to: ____ Amount N/A Good Thru ____
Authorized by: ____

TRADE-IN 2

☐ Private Trade

Year ____ Make ____ Model ____ Color ____
VIN ____ Mileage ____
1st Lien to: ____ Amount N/A Good Thru ____
2nd Lien to: ____ Amount N/A Good Thru ____
Authorized by: ____

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it has not been involved in an accident; (ii) has not incurred any [illegible] major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, fire damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay off for the disclosed lien on the Trade-In exceeds the Customer's statement of payoff, Customer will cause such previously unknown lien(s) and/or the unrestricted amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer acknowledges that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer, with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: ____________ Customer: ____________

LIMITATION ACKNOWLEDGEMENTS

Dealer and Customer agree that for any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, in connection with, or relating to this Order, any addendum or the parties' relationship (whether statutory or otherwise and irrespective of whether Dealer has executed this Order): (a) Venue and jurisdiction shall lie exclusively in the County where Dealer is situated; (b) the parties irrevocably waive their right to a trial by jury in the event that the arbitration provision contained herein is unenforceable for any reason; and (c) Customer shall not be entitled to recover from Dealer any special damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt [illegible].

PURCHASE INFORMATION

Cash Price of Vehicle	42595.00
Accessories	N/A
	N/A
	N/A
	N/A
Subtotal	42595.00
Trade in Allowance	N/A
Net Difference	42595.00
Dealer Delivery Fee This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	$625.00
Florida Law: Waste Tire and Lead Acid Battery Fee	3.00
	N/A
	N/A
Subtotal	43223.00
Sales Tax	2593.38
County Tax	25.00
	N/A
Florida Title, Registration and License Fee (New XX Transfer) [illegible]	253.35
	N/A
Trade Payoff	N/A
Subtotal	46094.73
	N/A
	N/A
Tire and Wheel	N/A
Service Agreement	N/A
Sales Tax on Agreement	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	46094.73
	N/A
Down Payment	✓ 700.00
Cash on Delivery	N/A
BALANCE DUE	45394.73

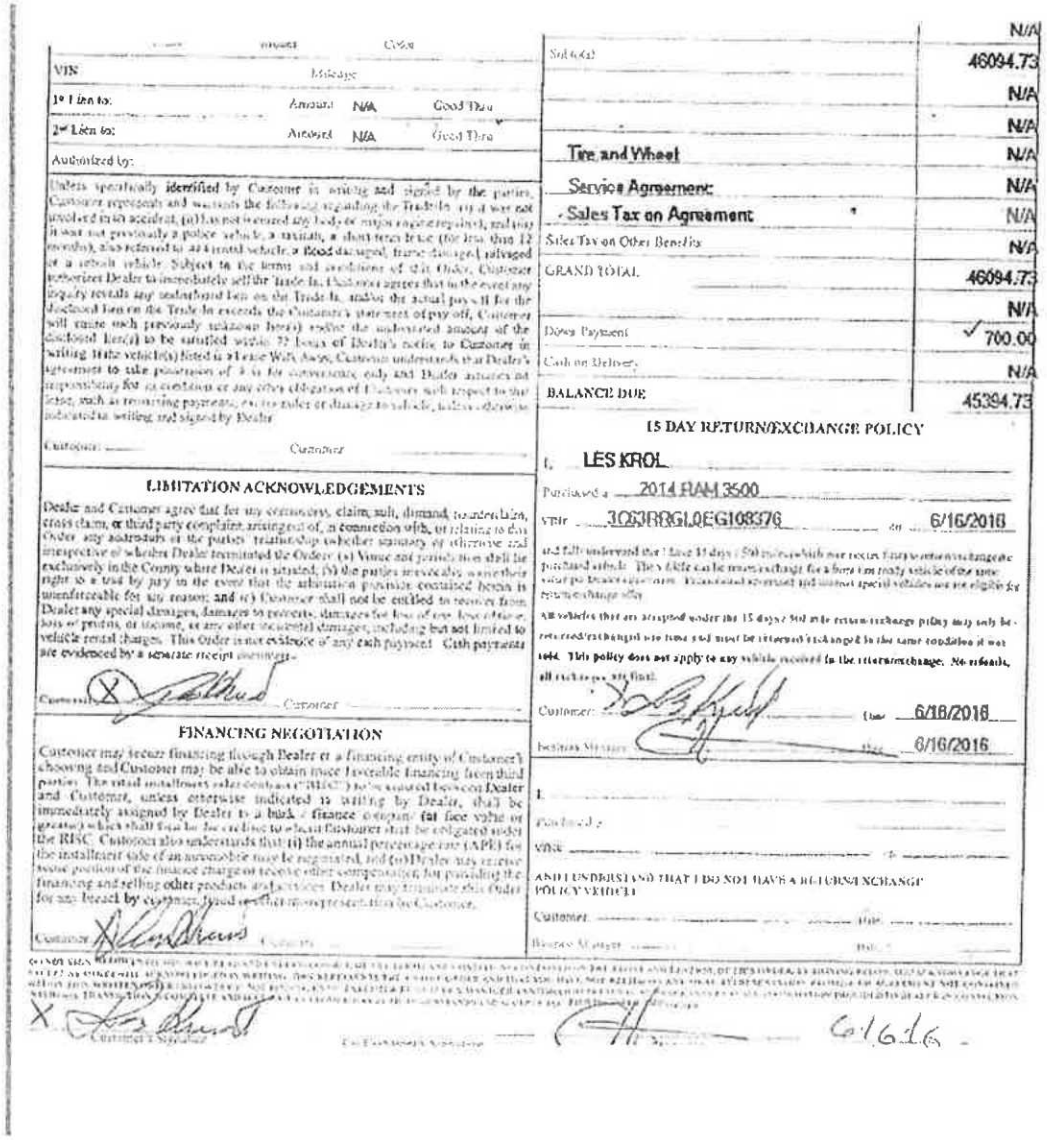
15 DAY RETURN/EXCHANGE POLICY

I, LES KROL
Purchased a 2014 RAM 3500
VIN# 3C63RRGL0EG108376 on 6/16/2016

and fully understand that I have 15 days / 500 miles (whichever comes first) to return/exchange the purchased vehicle. The vehicle can be returned/exchanged for a like vehicle in equal or [illegible] value per Dealer's discretion. [illegible] for [illegible] exchange offer.

All vehicles that are accepted under the 15 days / 500 mile return/exchange policy may only be returned/exchanged one time and must be returned/exchanged in the same condition it was sold. This policy does not apply to any vehicle received in the return/exchange. No refunds, all exchanges are final.

EXHIBIT
A



VIN Mileage

1st Lien to: Amount N/A Good Thru

2nd Lien to: Amount N/A Good Thru

Authorized by:

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (a) it was not involved in an accident, (b) it is not in need of any body or major engine repair, and (c) it was not previously a police vehicle, a taxicab, a short term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual payoff for the disclosed lien on the Trade-In exceeds the Customer's statement of payoff, Customer will cause such previously undisclosed lien(s) and/or the undisclosed amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to the lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: _____ Customer _____

LIMITATION ACKNOWLEDGEMENTS

Dealer and Customer agree that for any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint arising out of, in connection with, or relating to this Order any successors or the parties' relationship (whether statutory or otherwise and irrespective of whether Dealer terminated the Order): (a) Venue and jurisdiction shall be exclusively in the County where Dealer is situated; (b) the parties irrevocably waive their right to a trial by jury in the event that the arbitration provision contained herein is unenforceable for any reason; and (c) Customer shall not be entitled to recover from Dealer any special damages, damages by reason of, damages for loss of use, loss of profits, or income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt overnight.

Customer: X _____ Customer _____

FINANCING NEGOTIATION

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company for face value or greater which shall not be recourse to which Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order for any breach by customer, fraud or misrepresentation by Customer.

Customer: X _____ Customer _____

	N/A
Subtotal	46094.73
	N/A
	N/A
Tire and Wheel	N/A
Service Agreement:	N/A
Sales Tax on Agreement	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	46094.73
	N/A
Down Payment	✓ 700.00
Cash on Delivery	N/A
BALANCE DUE	45394.73

15 DAY RETURN/EXCHANGE POLICY

I, LES KROL

Purchased a 2014 RAM 3500

VIN# 3C63RRGL0EG108376 on 6/16/2016

and fully understand that I have 15 days / 500 miles which ever occurs first to return or exchange purchased vehicle. The title can be transferred for a brand new ready vehicle of the same value or lesser value. Transferred or used and manual special vehicles are not eligible for return/exchange offer.

All vehicles that are accepted under the 15 days/ 500 mile return/exchange policy may only be returned/exchanged one time and must be returned/exchanged in the same condition it was sold. This policy does not apply to any vehicle received in the return/exchange. No refunds, all exchanges are final.

Customer: _____ Date 6/16/2016

Business Manager _____ Date 6/16/2016

I, _____

Purchased a _____

VIN# _____ on _____

AND I UNDERSTAND THAT I DO NOT HAVE A RETURN/EXCHANGE POLICY VEHICLE.

Customer _____ Date _____

Business Manager _____ Date _____

X _____ 6/16/16

TERMS AND CONDITIONS

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number [illegible] Contract Number [illegible]

Buyer Name and Address	Co-Buyer Name and Address	Seller-Creditor (Name and Address)
[illegible]	Co-Buyer's Birth Month	GIBSON TRUCK WORLD 1465 JOHN ORLANDO DR BAMFORD, FL 33772

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller-Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Rate of [illegible] per year. The Truth-in-Lending Disclosures below are part of this contract.
You have thoroughly inspected, accepted and approved the vehicle in all respects.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
[illegible]	[illegible]	[illegible]		[illegible]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 700.00
[illegible] %	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
[illegible]	[illegible]	Monthly beginning [illegible]

(Or As Follows:)

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ [illegible] sales tax)		$ [illegible] (1)
2 Total Downpayment =		
Gross Trade-In Allowance	$ N/A	
Less Pay Off Made By Seller	$ N/A	
Equals Net Trade In	$ N/A	
+ Cash	$ 700.00	
+ Other	$ N/A	
(If total downpayment is negative, enter "0" and see 4J below)		$ 700.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$ 45130.98 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts)		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	$ N/A	
Disability	$ N/A	$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company		$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
D Optional Gap Contract		$ 695.00
E Official Fees Paid to Government Agencies		$ N/A
F Government Documentary Stamp Taxes		$ 182.75
G Government Taxes Not Included in Cash Price		$ N/A
H Government License and/or Registration Fees		$ [illegible]
I Government Certificate of Title Fees		$ N/A
J Other Charges (Seller must identify who is paid and describe purpose)		
to [illegible] for Prior Credit or Lease Balance(s)		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A
to [illegible] for		$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☑ Buyer ☑ Co-Buyer ☐ Both
Term N/A

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
Term N/A

Premium
Credit Life $ N/A
Credit Disability $ N/A

Insurance Company Name [illegible]

Home Office Address [illegible]

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on the contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:
1. You understand that you have the option of assigning any other policy of policies you own or may acquire for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X [illegible] Date
Buyer

X [illegible] Date
Co-Buyer

2. You understand that this credit life coverage may be terminated, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of the age and sex. (You should sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X [illegible] Date
Buyer

X [illegible] Date
Co-Buyer

3. You understand that the benefits under the policy will terminate within your eighty-five (85) age and after that your age is accurately represented on the application for policy.

X [illegible] Date
Buyer

X [illegible] Date
Co-Buyer

Other Optional Insurance

☐ [illegible] Type of Insurance [illegible] Term

Premium $ N/A

Ins. Co. Name & Address [illegible]

☐ [illegible] Type of Insurance [illegible] Term

Premium $ N/A

OPTION 1: You pay no finance charge if the Amount Financed, Item C, is paid in full on or before _____, Year _____ SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos _____
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X _____

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI Insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is $ _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.
You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X _____ Co-Buyer Signs X _____ Date _____

Trade-In Vehicle	Trade-In Vehicle
Year _____ Make _____	Year _____ Make _____
Model _____	Model _____
VIN _____	VIN _____
Gross Trade-In Allowance $ N/A	Gross Trade-In Allowance $ N/A
Payoff Made by Seller $ N/A (6)	Payoff Made by Seller $ N/A (7)
Lienholder _____	Lienholder _____

You assign to Seller all of your rights, title and interest in such trade-in vehicle(s). Except as expressly stated to Seller in writing, you represent that your trade-in vehicle(s) has not been involved in an accident, has not had any major body damage or required any major engine repair, and was not previously used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

Buyer Initials _____ Co-Buyer Initials _____

Trade-In Payoff Agreements: Seller relies on information from you and/or the customer or lessee of your trade-in vehicle to arrive at the lower payoff amount shown above and in Item 2 of the "Explanation of Amount Financed" as the Pay Off Made by Seller. You understand that the amount quoted is an estimate.
Seller agrees to pay the payoff amount shown above and in Item 2 to the lienholder or lessor of the trade-in vehicle, or its assignee. If the actual payoff amount is more than the amount shown above and in Item 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown above and in Item 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Pay Off Made by Seller shown above and in Item 2 or any refund.

Buyer Signature X _____ Co-Buyer Signature X _____

Premium $ _____
Ins. Co. Name & Address _____

Type of Insurance _____ Term _____
Premium $ _____
Ins. Co. Name & Address _____

Type of Insurance _____ Term _____
Premium $ N/A
Ins. Co. Name & Address _____

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X _____ _____
Buyer Signature Date

X _____ _____
Co-Buyer Signature Date

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of $25 if the payment amount is $50 or less; $30 if the payment amount is over $50 but not more than $300; $40 if the payment amount is over $300; or such higher as permitted by law.

Public Improvement Fees: Included in the amount of $ 162.75 is/will be paid or will be paid directly to the Department of Revenue.
Certificate of Registration No. _____

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

JURY TRIAL WAIVER. By entering this contract, you agree to waive your right to trial by jury.
Buyer Signature X _____ Co-Buyer Signature X _____

SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel if Seller is unable to assign this contract within 20 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of $ 25 per day from the date of cancellation until the vehicle is returned or repossessed.

X _____ X _____
Buyer Signs Co-Buyer Signs

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change in this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date _____ Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to this security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller Signs _____ Date _____ By X _____ Title _____

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

FORM NO. 555-FI

FILE COPY

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

LES KROL,

Plaintiff, Case No. 2017-CA-049992

v.

FCA US, LLC; and GIBSON AUTO SALES, INC., d/b/a GIBSON TRUCK WORLD,

Defendants. /

ORDER GRANTING DEFENDANT'S MOTION TO STAY AND COMPEL ARBITRATION

This cause came before the Court on May 31, 2018 on Defendant's, Gibson Auto Sales, Inc. d/b/a Gibson Truck World ("Defendant"), Motion to Stay and Compel Arbitration, and upon this Court having reviewed the Motion and the Court file, and upon hearing argument of counsel for Plaintiff and Defendant, and being otherwise fully advised in the premises, this Court finds as follows:

1. On or about June 6, 2016, Plaintiff, Les Krol ("Plaintiff"), purchased a 2014 Dodge Ram 3500 bearing Vehicle Identification Number 3C63RRGL0EG108376 (the "Vehicle") from Defendant. As part of this transaction, Plaintiff contemporaneously executed and received multiple documents such as, a Buyer's Order, which included an arbitration agreement (the "Arbitration Agreement"), a Retail and Installment Sales Contract, a factory warranty, and an extended warranty. In relevant part, the Arbitration Agreement provides as follows:

> Dealer and customer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Order or the parties' relationship (whether statutory or otherwise), including, but not limited to any matter that may have induced the Customer to enter into any relationship with Dealer and any disputes regarding the validity or enforceability of this clause (collectively referred to as "Claim"), shall be submitted to final and binding arbitration ...

The arbitration shall be final and binding on all parties.

2. On or about November 1, 2017, Plaintiff filed this action against Defendant and FCA US, LLC for alleged violations of the Magnuson Moss Warranty Act ("MMWA") relating to claims arising out of Plaintiff's purchase of the Vehicle. Then, Defendant filed its Motion to Stay and Compel Arbitration (the "Motion") based on the Arbitration Agreement, and Plaintiff filed his Response and Amended Response in Opposition to the Motion. Defendant also filed its Affidavit in support of the Motion to authenticate the Arbitration Agreement and Notice of Filing case law in support of the Motion.

3. This Court held a hearing on the Motion on May 31, 2018 at which counsel for Plaintiff and Defendant personally appeared and respectively argued their positions. Defendant's counsel argued that the Motion should be granted because (1) there is a strong public policy favoring arbitration under the Federal Arbitration Act ("FAA") and Florida Arbitration Code ("FAC"), (2) arbitration agreements are broadly interpreted based on the well-recognized principle that "any doubts concerning arbitration should be resolved in favor of arbitration;" and (3) courts in Florida and the Eleventh Circuit have compelled the arbitration of MMWA claims. *See Midwest Mutual Insurance Company v. Santiesteban*, 287 So.2d 665 (Fla. 1974) ("[C]ourts favor arbitration to expedite claims and reduce litigation."); *Grektorp v. City Towers of Fla., Inc.*, 644 So. 2d 613, 614 (Fla. 2d DCA 1994) ("Arbitration agreements are a favored means of dispute resolution"); *Beaver Coaches, Inc. v. Revels Nationwide R.V. Sales, Inc.*, 543 So. 2d 359, 362 (Fla. 1st DCA 1989) ("In the case of a particularly broad arbitration clause, only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail."); *Stacy David, Inc. v. Consuegra*, 845 So. 2d 303, 305 (Fla. 2d DCA 2003); *Davis v. S. Energy Homes, Inc.*, 305 F.3d 1268 (11th Cir. 2002). Plaintiff's counsel argued that this Court should deny the Motion because (1) the Federal

Trade Commission ("FTC") had interpreted the MMWA and found such claims were not subject to binding arbitration; (2) this Court ought to defer to the FTC's interpretation based upon *Chevron, U.S.A., Inc. v. Natural Res. Defense Council, Inc.*, 467 U.S. 837 (1984); and (3) multiple courts had deferred to the FTC's interpretation of the MMWA and held that MMWA claims were not subject to binding arbitration. *See Kolev v. Euromotors West/The Auto Gallery*, 658 F.3d 1024 (9th Cir. 2011); *Seney v. Rent-A-Center, Inc.*, 738 F.3d 631 (4th Cir. 2013).

4. After the hearing on the Motion, Plaintiff filed his Notice of Supplemental Authority (the "Notice"). In the Notice, Plaintiff argued for the first time that the Motion should be denied because the Arbitration Agreement was not contained in the warranty itself and relied upon *Cunningham v. Fleetwood Homes of Georgia, Inc.*, 253 F.3d 611 (11th Cir. 2001) and *Porter v. Chrysler Group, LLC*, 2013 WL 6768218 (M.D. Fla. 2013). Then, Defendant filed its Response in Opposition to Defendant's Notice and Memorandum of Law (the "Response"). In its Response, Defendant argued that this Court should not consider Plaintiff's new and untimely arguments, that this Court should not follow *Cunningham* as it did not reflect the Eleventh Circuit's current position on the MMWA and had been distinguished based on *Davis*, and that Plaintiff's reliance on *Cunningham* ignored the principle that contemporaneously executed documents related to one transaction must be construed as one document. *See Davis*, 305 F.3d 1268; *Patriot Mfg., Inc. v. Jackson,* 929 So. 2d 997 (Ala. 2005); *Patriot Mfg., Inc. v. Dixon,* 399 F. Supp. 2d 1298 (S.D. Ala. 2005); *Wilson v. Terwillinger*, 140 So. 3d 1122, 1124 (Fla. 5th DCA 2014); *Dodge City, Inc. v. Byrne,* 693 So. 2d 1033, 1035 (Fla. 2d DCA1997).

5. This Court has extensively reviewed all of Plaintiff's and Defendant's written submissions and oral arguments during the hearing.

6. In considering the Motion, this Court considers the following elements: "(1)

whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. *Stacy David, Inc. v. Consuegra*, 845 So. 2d 303, 305 (Fla. 2d DCA 2003); *Fi-Evergreen Woods, LLC v. Robinson,* 135 So. 3d 331, 335 (Fla. 5th DCA 2013); *See also Gale Grp., Inc. v. Westinghouse Elec. Corp.*, 683 So. 2d 661, 663 (Fla. 5th DCA 1996) ("A court must compel arbitration where an arbitration agreement and an arbitrable issue exists, and the right to arbitrate has not been waived.").

7. This Court finds and the parties agree that there was a valid written agreement to arbitrate and that Defendant did not waive its right to arbitration. Thus, this Court's analysis will focus on the second element, i.e. whether an arbitrable issue exists.

8. In its analysis of the second element, this Court is particularly persuaded by the Eleventh Circuit's decision in *Davis* and rejects Defendant's argument that MMWA claims cannot be subject to binding arbitration. 305 F.3d 1268. In *Davis*, the Eleventh Circuit thoroughly analyzed the MMWA and concluded that nothing in the MMWA's text, legislative history, or purpose prohibited the arbitration of MMWA claims. 305 F. 3d at 1273-76. The court also analyzed the FTC regulations regarding the MMWA and concluded that such interpretation was no longer permissible due to the "Supreme Court's abandonment of its hostile attitude toward arbitration" and its "acknowledgement and continual enforcement of the strong federal policy toward arbitration." *Id.* at 1279-80. Thus, the Eleventh Circuit held that MMWA claims could be subject to binding arbitration. *Id.* at 1280.

9. This Court acknowledges that courts across the country conflict as to whether MMWA claims can be subject to binding arbitration and that Plaintiff and Defendant have cited to such cases in support of their respective positions. However, this Court finds *Stacy David* particularly relevant as it was the only case provided to this Court from a Florida District Court of

Appeal regarding the arbitrability of MMWA claims and where the Second District Court of Appeal compelled arbitration of MMWA claims. 845 So. 2d 303.

10. This Court also recognizes that the Arbitration Agreement has a broad arbitration clause. When interpreting the Arbitration Agreement, this Court follows the strong policy favoring arbitration and the broad interpretation that must be given to arbitration agreements and resolves any doubts concerning the scope of the Arbitration Agreement in favor of arbitration. *See Santiesteban*, 287 So.2d 665; *Grektorp,* 644 So. 2d 613; *Beaver Coaches, Inc.,* 543 So. 2d 359.

11. This Court also finds that Plaintiff's reliance on *Cunningham* is misplaced and is persuaded by Defendant's Response.

12. After fully considering Plaintiff's and Defendant's written submissions and oral arguments during the hearing, this Court finds that Defendant has satisfied all three elements to grant the Motion. This Court further finds that Plaintiff has failed to present sufficient evidence to show that the parties intended to exclude Plaintiff's claims from the Arbitration Agreement and rejects Plaintiff's argument that MMWA claims cannot be subject to binding arbitration.

Accordingly, it is hereby ordered and adjudged as follows:

13. Defendant's Motion to Stay and Compel Arbitration is hereby GRANTED. The parties are COMPELLED to arbitrate their dispute in accordance with the Arbitration Agreement and this action is STAYED pending completion of the arbitration of all issues between the parties.

DONE AND ORDERED in Chambers in Brevard County, Florida this 20 day of June, 2018.

The Honorable Stephen Koons
Circuit Judge

Copies to: Yesica S. Liposky, Esq. 100 N. Tampa St., Ste. 3500, Tampa, FL 33612.
Jeremy Kespohl, Esq., 76 S. Laura St., Ste. 1100, Jacksonville, FL 32202.
Wilnar J. Julmiste, Esq., 2650 N. Military Trial, Ste. 430, Boca Raton, FL 33341.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

LES KROL,

Appellant,

v. Case No. 5D18-2149

FCA US, LLC AND GIBSON AUTO
SALES, INC. D/B/A GIBSON TRUCK WORLD,

Appellees.

_____/

Opinion filed May 10, 2019

Nonfinal Appeal from the Circuit Court
for Brevard County,
Stephen R. Koons, Judge.

Jeremy Kespohl and Angela Thomas, of Morgan & Morgan, P.A., Jacksonville, for Appellant.

Robert E. Sickles and Yesica S. Liposky , of Nelson Mullins Broad and Cassel, Tampa, for Appellee, Gibson Auto Sales, Inc. d/b/a Gibson Truck World.

No Appearance for other Appellee.

ORFINGER, J.

Les Krol appeals an order compelling arbitration of the written warranty claims that he brought against Gibson Auto Sales, Inc. ("Gibson Auto") under the Magnuson-Moss

Warranty Act ("MMWA").[1] Because we conclude that the MMWA does not prohibit binding arbitration of written warranty claims and the arbitration agreement here does not violate Federal Trade Commission ("FTC") disclosure rules, we affirm the order compelling arbitration.

BACKGROUND

This case arises from Mr. Krol's purchase of a used truck from Gibson Auto. As part of the sale, the parties executed an installment sales contract and a separate retail purchase order that included a binding arbitration agreement for any dispute related to the truck's purchase.[2] Gibson Auto also extended an express written warranty on the truck.

A few months after purchasing the truck, Mr. Krol sued Gibson Auto under the MMWA, asserting several causes of action related to alleged defects in the truck that Gibson Auto was unable to remedy. In response, Gibson Auto moved to stay the proceedings and to compel arbitration in accordance with the parties' agreement. Mr. Krol opposed the motion, asserting the same arguments he makes in this appeal. Following a

[1] 15 U.S.C. §§ 2301-12 (2012).

[2] The arbitration clause in the retail buyer order states in full:

> Dealer and customer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third-party complaint, arising out of, or relating to this Order or the parties' relationship (whether statutory or otherwise), including, but not limited to any matter that may have induced the Customer to enter into any relationship with Dealer and any disputes regarding the validity or enforceability of this clause (collectively referred to as "Claim"), shall be submitted to final and binding arbitration . . . . The arbitration shall be final and binding on all parties.

hearing, the trial court entered an order granting Gibson's motion to stay and compelling arbitration.

ANALYSIS

We review a trial court's ruling on a motion to compel arbitration de novo. Tropical Ford, Inc. v. Major, 882 So. 2d 476, 478 (Fla. 5th DCA 2004). When deciding whether to compel arbitration according to an agreement, a trial court must consider: "(1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived." Seifert v. U.S. Home Corp., 750 So. 2d 633, 636 (Fla. 1999). Mr. Krol's appeal centers on the second factor. He argues that no arbitrable issue existed here because MMWA claims are exempt from binding arbitration. Alternatively, he posits that the arbitration agreement is unenforceable because it violates the FTC's disclosure rules since the arbitration clause does not appear in a single document with the other warranty terms.

I. The Arbitrability of MMWA claims.

The United States Supreme Court has not addressed whether MMWA claims are arbitrable, and state and lower federal courts are divided on the issue.[3] However, both

[3] Compare, e.g., Jones v. Gen. Motors Corp., 640 F. Supp. 2d 1124, 1143 (D. Ariz. 2009), S. Energy Homes, Inc. v. Ard, 772 So. 2d 1131, 1135 (Ala. 2000), Borowiec v. Gateway 2000, 808 N.E.2d 957, 970 (Ill. 2004), Abela v. Gen. Motors Corp., 677 N.W.2d 325, 327 (Mich. 2004), and In re Am. Homestar of Lancaster, Inc., 50 S.W.3d 480, 492 (Tex. 2001) (all holding MMWA claims are subject to binding arbitration), with Higgs v. Warranty Grp., No. C2-02-1092, 2007 WL 2034376, at *8 (S.D. Ohio July 11, 2007), Rickard v. Teynor's Homes, Inc., 279 F. Supp. 2d 910, 921 (N.D. Ohio 2003), Browne v. Kline Tysons Imps., Inc., 190 F. Supp. 2d 827, 831-33 (E.D. Va. 2002), Pitchford v. Oakwood Mobile Homes, Inc., 124 F. Supp. 2d 958, 962-65 (W.D. Va. 2000), and Koons Ford of Balt., Inc. v. Lobach, 919 A.2d 722, 737 (Md. 2007) (all holding MMWA claims are exempt from binding arbitration).

federal circuit courts to consider the issue have concluded that the MMWA does not prohibit binding arbitration of written warranty claims.[4] Davis v. S. Energy Homes, Inc., 305 F.3d 1268, 1272 (11th Cir. 2002) (holding that MMWA permits enforcement of binding arbitration agreements related to written warranties); Walton v. Rose Mobile Homes LLC, 298 F.3d 470, 479 (5th Cir. 2002) (holding that "MMWA does not preclude binding arbitration of claims pursuant to a valid binding arbitration agreement, which the courts must enforce pursuant to the [Federal Arbitration Act]").[5] After considering the MMWA and its legislative history, the federal policy favoring binding arbitration, and the persuasive federal circuit court opinions, we conclude that the MMWA permits pre-dispute binding arbitration of written warranty claims.

A. MMWA.

Because product warranties often left consumers with "little understanding of the frequently complex legal implications of warranties on consumer products," 40 Fed. Reg.

[4] In Kolev v. Euromotors West/The Auto Gallery, 658 F.3d 1024 (9th Cir. 2011), the Ninth Circuit held that the MMWA prohibited pre-dispute binding arbitration on written warranty claims. But that opinion has since been withdrawn. See Kolev v. Euromotors W./The Auto Gallery, 676 F.3d 867 (9th Cir. 2012) ("The Opinion filed September 20, 2011, and appearing at 658 F.3d 1024 (9th Cir. 2011), is withdrawn. It may not be cited as precedent by or to this court or any district court of the Ninth Circuit.") (citations omitted).

[5] In Florida, only the Second District Court of Appeal has commented on the arbitrability of MMWA claims. See Stacy David, Inc. v. Consuegra, 845 So. 2d 303 (Fla. 2d DCA 2003). In Consuegra, the Second District, though not specifically asked to decide whether MMWA claims are arbitrable, briefly addressed the issue when considering the validity of an arbitration agreement. Citing Davis, it found that "the Eleventh Circuit has required arbitration of claims under the Magnuson-Moss Act." Consuegra, 845 So. 2d at 306. Based on Davis, the court concluded that "no count of the [consumer's] complaint appears to fall outside the arbitration agreement." Id. at 306-07. The Second District then reversed the trial court's order and compelled arbitration of the buyer's MMWA claims. Id. at 306.

60168 (Dec. 31, 1975) (quoting S. Rep. No. 93-151 (1973)), Congress enacted the MMWA "[t]o provide minimum disclosure standards for written consumer product warranties; to define minimum federal content standards for such warranties; to amend the federal trade commission act in order to improve its consumer protection activities; and for other purposes." Magnuson-Moss Warranty-Federal Trade Comm'n Improvement Act, Pub. L. No. 93-637, § 356, 88 Stat. 2183 (1975). The MMWA requires warrantors to "fully and conspicuously disclose in simple and readily understood language the terms and conditions of such warranty." 15 U.S.C. § 2302(a) (2012). It also creates a private right of action for those consumers who have been "damaged by the failure of a . . . warrantor . . . to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract." Id. § 2310(d)(1). An aggrieved consumer has the option to sue for damages and equitable relief in either state courts or federal district courts. Id. If the consumer prevails, he or she is entitled to attorney's fees and costs. Id. § 2310(d)(2).

Along with a private right of action, the MMWA encourages warrantors to settle consumer claims "fairly and expeditiously" through informal dispute settlement procedures. Id. § 2310(a). While the term "informal dispute settlement procedures" is not defined in the MMWA, Congress authorized the FTC to establish minimum requirements for any such procedures that are incorporated into the terms of a written warranty. Id. § 2310(a)(2). If a warrantor establishes an informal dispute settlement procedure, it may include within the written warranty "a requirement that the consumer resort to such procedure before pursuing any legal remedy." Id. § 2310(a)(3)(C). The FTC has broadly interpreted the term "informal dispute settlement procedures" to include both binding and

nonbinding arbitration, 16 C.F.R. § 700.8 (2015), and has adopted a regulation stating that informal dispute settlement procedures under the MMWA cannot be legally binding. 16 C.F.R. § 703.5(j) (2015).

B. Federal Policy.

Federal policy favors arbitration. In 1925, Congress enacted the Federal Arbitration Act ("FAA") "to reverse the longstanding judicial hostility to arbitration agreements that had existed at English common law and had been adopted by American courts, and to place arbitration agreements upon the same footing as other contracts." Gilmer v. Interstate/Johnson Lane Corp., 500 U.S. 20, 24 (1991). To this end, the FAA provides that

> [a] written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

9 U.S.C. § 2 (2012).

The FAA establishes a "liberal federal policy favoring arbitration." Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24 (1983). The Supreme Court has interpreted this policy as establishing a strong presumption favoring the enforcement of binding arbitration agreements so that any doubts over whether an issue is arbitrable should be resolved in favor of arbitration. Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 626 (1985). This presumption applies equally to statutory claims. Shearson/Am. Exp., Inc. v. McMahon, 482 U.S. 220, 226 (1987). Courts will enforce binding arbitration of statutory claims, unless Congress has expressed a clear

intention to preclude arbitration. Gilmer, 500 U.S. at 26. The party challenging arbitration bears the heavy burden of proving such congressional intent. Green Tree Fin. Corp.-Ala. v. Randolph, 531 U.S. 79, 91-92 (2000).

C. The McMahon Test.

To determine whether Congress has intended to prohibit binding arbitration of a statutory claim, we apply the Supreme Court's McMahon test, which requires us to consider three factors to determine Congress's intent: "(1) the text of the statute; (2) its legislative history; and (3) whether 'an inherent conflict between arbitration and the underlying purposes [of the statute]' exists." Davis, 305 F.3d at 1273 (quoting McMahon, 482 U.S. at 226). To date, "[i]n every statutory right case that the Supreme Court has considered, it has upheld binding arbitration if the statute creating the right did not *explicitly* preclude arbitration."[6] Id.

Turning to the first McMahon factor, the text of MMWA does not expressly preclude or even mention "binding arbitration." Despite a lack of an express reference, Mr. Krol argues that Congress expressed its intention to prohibit binding arbitration in two ways. One, it created a right to commence a civil action for written warranty claims. Two, when Congress enacted the MMWA, arbitration—both binding and non-binding—was widely

[6] The Supreme Court has upheld binding arbitration agreements related to claims arising under the following federal statutes: Securities Act of 1933, Rodriguez de Quijas v. Shearson/American Express, Inc., 490 U.S. 477, 484-86 (1989), overruling Wilko v. Swan, 346 U.S. 427 (1953); Age Discrimination in Employment Act ("ADEA"), Gilmer, 500 U.S. at 35; Sherman Act, Mitsubishi, 473 U.S. at 628; Securities Exchange Act of 1934 and Racketeer Influenced and Corrupt Organization Act ("RICO"), McMahon, 482 U.S. 220; Truth in Lending Act, Green Tree Financial Corp.-Alabama, 531 U.S. at 88-92; RICO, PacifiCare Health Systems, Inc. v. Book, 538 U.S. 401 (2003); Credit Repair Organizations Act, CompuCredit Corp. v. Greenwood, 565 U.S. 95 (2012); and the Fair Labor Standards Act, Epic Systems v. Lewis, 138 S. Ct. 1612 (2018).

considered an "informal" procedure. Hence, he posits that it was likely that Congress would have considered binding arbitration an informal dispute settlement procedure that would serve as a prerequisite to litigation that would be regulated by the FTC.

Both of these arguments fail. First, the provision of a private right of action alone does not establish Congressional intent to prohibit binding arbitration. Davis, 305 F.3d at 1274 (citing Gilmer, 500 U.S. at 29 (rejecting argument that binding arbitration is improper "because it deprives claimants of the judicial forum provided for by the ADEA")). Second, binding arbitration is not comparable to the informal dispute settlement procedures described in the MMWA because it is not a prerequisite to litigation—it is a *substitute* for litigation. Walton, 298 F.3d at 475; see Mitsubishi, 473 U.S. at 628 ("By agreeing to arbitrate a statutory claim, a party does not forgo the substantive rights afforded by the statute; it only submits to their resolution in an arbitral, rather than a judicial, forum.").

The second McMahon factor requires us to examine the MMWA's legislative history. Like the text, the legislative history does not suggest that binding arbitration is prohibited. Indeed, it implies the opposite. For instance, the Senate declared in its Conference Report that litigants may look to the courts and arbiters alike "to resolve 'actions' and to be the 'ultimate' means of resolving an MMWA claim." Jones v. Gen. Motors Corp., 640 F. Supp. 2d 1124, 1137 (D. Ariz. 2009) (citing S. Rep. No. 93-1408 (1974), as reprinted in 1974 U.S.C.C.A.N. 7755). The Senate Conference Report further explains 15 U.S.C. § 2304(a)(4)—the section of the MMWA that gives the FTC the ability to define what constitutes "a reasonable number of attempts" a warrantor must make to remedy a product defect before a refund or replacement must be provided—by stating that "if the [FTC] does not determine by rule what constitutes a reasonable number of

attempts in a given situation, then the parties or, *ultimately*, a third party (*arbiter* or judge) would decide." Id. (quoting S. Rep. No. 93-1408, as reprinted in 1974 U.S.C.C.A.N. at 7757) (emphases added). This explanation of 15 U.S.C. § 2304, which, among other things, authorizes the FTC to establish minimum standards regarding the duration of a warranty, consequential damage provisions, and conditions imposed by the warrantor, demonstrates that binding arbitration is permitted to resolve MMWA disputes. In fact, the same Conference Report recognizes that when there is no FTC rule regulating the reasonableness of a warrantor's duty, "the consumer could challenge the reasonableness of such requirement *by bringing an action for breach of warranty* and arguing that the warrantor had breached his full warranty obligation. The burden would then be upon the warrantor to establish before an *arbiter or in a court* that the requirement . . . was reasonable . . . ." Id. at 1138 (quoting S. Rep. No. 93-1408, as reprinted in 1974 U.S.C.C.A.N. at 7757). Thus, the legislative history suggests that Congress considered binding arbitration a reasonable alternative to civil litigation for resolving MMWA claims. At least, it does not suggest that binding arbitration is prohibited.

The third McMahon factor requires us to consider whether there is an underlying conflict between binding arbitration and the purposes of the MMWA. Mr. Krol argues that such a conflict exists, suggesting that binding arbitration of written warranty claims would undermine Congress's goals of protecting consumers and correcting the inequality in bargaining power between warrantors and consumers.

Neither of these goals overrides the strong federal policy favoring arbitration. To the first goal, the Supreme Court has repeatedly enforced binding arbitration of statutory claims where the purpose of the statute was consumer protection. See Davis, 305 F.3d

at 1276 (collecting cases). Nothing suggests that consumers are less able to vindicate their MMWA claims through arbitration than through civil litigation. To the second goal, unequal bargaining power alone will not preclude binding arbitration when Congress has not expressed clear intent to do so. See id. at 1277 (citing Gilmer, 500 U.S. at 33 (stating that "[m]ere inequality in bargaining power, however, is not a sufficient reason to hold that arbitration agreements are never enforceable in the employment context")). Nothing here suggests that the inequality of bargaining power between consumers and warrantors is more substantial than in other instances when the Supreme Court has allowed binding arbitration.

D. The Chevron Test.

Notwithstanding the results of our McMahon analysis, Mr. Krol contends that since Congress gave the FTC rulemaking authority to enforce the MMWA, we must defer to its regulations prohibiting binding arbitration of MMWA written warranty claims. See 16 C.F.R. §§ 700.8, 703.5(j) (2015). Because Congress has given the FTC rulemaking authority regarding portions of the MMWA, we apply the two-prong test set forth in Chevron, U.S.A., Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837 (1984), to determine whether we must defer to the FTC's interpretive regulations.

Chevron informs us to defer to the FTC's interpretive regulations prohibiting binding arbitration only if: (1) Congress has not directly spoken to the specific issue; and (2) the FTC's interpretation "is based on a permissible construction of the statute." 467

U.S. at 843. Because the MMWA does not speak to binding arbitration, we must only consider the test's second prong.[7]

State and federal courts are again divided over whether the FTC's reading of the MMWA is permissible. The only federal circuit court to consider the reasonableness of the FTC's interpretation has found it unreasonable. See Davis, 305 F.3d at 1279. For several reasons, we agree with Davis that the FTC's interpretation that the MMWA precludes binding arbitration is unreasonable.

First, for the FTC to have authority to regulate binding arbitration, we would have to accept the notion that Congress considered binding arbitration an informal dispute settlement mechanism. We do not. As our discussion of the McMahon test demonstrates, Congress appears to have understood binding arbitration to be a substitute for a judicial forum, not an informal dispute settlement mechanism.

Second, the FTC's prohibition of arbitration relies in part on the idea that by providing a judicial forum, Congress intended to preclude binding arbitration. The Supreme Court has been unwavering on this point—a statute's provision of a judicial forum does not show Congressional intent to prohibit arbitration. Thus, we too reject this notion.

Third, the FTC's ultimate rationale for prohibiting binding arbitration is rooted in the belief that an arbitral forum does not ensure consumer protection. For more than half a

[7] In Walton, the Fifth Circuit avoided Chevron's second prong by concluding that Congress spoke to binding arbitration when it expressed in the FAA a clear intention to favor enforcement of binding arbitration agreements. 298 F.3d at 475. We disagree and join the majority of courts who have concluded that Congress has not spoken directly to the permissibility of binding arbitration under the MMWA. See, e.g., Davis, 305 F.3d at 1278; Jones, 640 F. Supp. 2d at 1139; Higgs, No. C2-02-1092, 2007 WL 2034376, at *8; Lobach, 919 A.2d at 737.

century, the Supreme Court has not viewed arbitration as harmful to consumers, but instead as a proceeding that is adequate to protect consumers. See Davis, 305 F.3d at 1279 (citing Allied-Bruce Terminix Cos. v. Dobson, 513 U.S. 265, 280 (1995) (noting that "arbitration's advantages often would seem helpful to individuals, say, complaining about a product, who need a less expensive alternative to litigation")). The Supreme Court has refused to defer to interpretive regulations prohibiting arbitration that have depended on the Court's formerly held view disfavoring arbitration. See, e.g., McMahon, 482 U.S. at 232-34 (rejecting SEC's interpretation of Securities Exchange Act of 1934 that binding arbitration agreements were prohibited). Given the Supreme Court's current view on arbitration, the FTC's continued hostility towards arbitration is unwarranted.

In sum, given the limited scope of the FTC's authority to regulate only non-binding, pre-dispute settlement procedures and the federal policy favoring arbitration enforcement, we conclude the FTC's prohibition of arbitration is based on an impermissible construction of the statute. As a result, we need not defer to the FTC's interpretive regulations, and instead, hold that MMWA claims can be subject to binding arbitration.

II. The FTC's Single Document Rule.

Mr. Krol also contends that the arbitration agreement here is unenforceable because it was in the retail purchase order and not in a single document along with the other warranty terms.[8]

[8] Under Florida law, when, as here, parties to a contract execute two or more documents at or near the same time and concern the same transaction or subject matter, the documents are generally construed together as a single contract. E.g., Mnemonics, Inc. v. Max Davis Assocs., 808 So. 2d 1278, 1280 (Fla. 5th DCA 2002); see Wilson v. Terwillinger, 140 So. 3d 1122, 1124 (Fla. 5th DCA 2014) (reiterating "contemporaneous

The MMWA requires that warrantors, providing a written warranty to a consumer, must "fully and conspicuously disclose in simple and readily understood language the terms and conditions of such warranty." 15 U.S.C. § 2302(a) (2012). Congress delegated authority to the FTC to establish the items warrantors must disclose. In response, the FTC requires a warrantor to disclose nine material facts related to the warranty, one of which requires disclosure in the warranty of "[i]nformation respecting the availability of any informal dispute settlement mechanism elected by the warrantor in compliance with part 703 of this subchapter." 16 C.F.R. § 701.3(a)(6) (2015). The FTC has also established what has been called the single document rule, which requires warrantors to "clearly and conspicuously disclose [all warranty terms] in a single document in simple and readily understood language." Id. § 701.3(a). The purpose of the single document rule is to avoid consumer confusion.

In arguing that the single document rule required Gibson Auto to disclose the binding arbitration clause in the same document with the other warranty terms, Mr. Krol relies on Cunningham v. Fleetwood Homes of Georgia, 253 F.3d 611, 624 (11th Cir. 2001). In that case, a mobile-home manufacturer, as a third-party beneficiary of a stand-alone arbitration agreement, moved to compel arbitration of a consumer's warranty claims against the warrantor under the MMWA. 253 F.3d at 613. The Eleventh Circuit affirmed the trial court's order denying the manufacturer's motion, concluding that the stand-alone arbitration agreement violated the FTC's single document rule. In reaching this conclusion, the court emphasized that the MMWA and applicable FTC rules obligate

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instrument rule" and that origins "are of rather ancient vintage" and has been consistently applied since inception).

warrantors to "clearly and conspicuously disclose [warranty terms] in a single document in simple and readily understood language." Id. at 620 (quoting 16 C.F.R. § 701.3(a)). One such term obligates a warrantor to disclose "[i]information respecting the availability of any informal dispute settlement mechanism." Id. at 621. Interpreting the "informal dispute settlement mechanism" to include binding arbitration, the court found that the failure to include the binding arbitration agreement in the warranty document violated the FTC's disclosure requirements. Id. at 620.

The Third District Court of Appeal has adopted Cunningham's application of the single document rule. See Larrain v. Bengal Motor Co. Ltd., 976 So. 2d 12, 14 (Fla. 3d DCA 2008) (determining, based on Cunningham, that "clear language of the MMWA expresses Congress' intent that *any* arbitration agreement must be disclosed within the written warranty and not as a stand-alone document," and thereafter, holding that single subject rule governs disclosure of binding arbitration agreements) (emphasis added). However, we decline to do so.

Since Cunningham, state and federal district courts have divided over whether to apply the single document rule to binding arbitration agreements. Compare Jones, 640 F. Supp. 2d at 1143, Patriot Mfg., Inc. v. Dixon, 399 F. Supp. 2d 1298, 1304-09 (S.D. Ala. 2005), and Patriot Mfg., Inc. v. Jackson, 929 So. 2d 997, 1005-07 (Ala. 2005) (all holding single document rule does not require arbitration agreement be included in written warranty), with Porter v. Chrysler Grp. LLC, No. 6:13-CV-555-ORL-37, 2013 WL 6768218, at *1 (M.D. Fla. Dec. 19, 2013), TGB Marine, LLC v. Midnight Exp. Power Boats, Inc., No. 08-60940-CIV, 2008 WL 3889578, (S.D. Fla. 2008), Harnden v. Ford Motor Co.,

408 F. Supp. 2d 300, 307 (E.D. Mich. 2004), and Larrain, 976 So. 2d at 14 (all holding single document rule requires arbitration agreement to be included in written warranty).

The courts that have refused to follow Cunningham have done so by reasoning that its application of the single document rule rests on an incorrect understanding that the terms "binding arbitration" and "informal dispute settlement procedures" are interchangeable. See, e.g., Jones, 640 F. Supp. 2d at 1143; Dixon, 399 F. Supp. 2d at 1304-09; Jackson, 929 So. 2d at 1005-07. Instead, these courts conclude that the Eleventh Circuit subsequently reversed positions in Davis, making clear that binding arbitration is not an informal dispute settlement procedure or a prerequisite to litigation, a notion that also aligns with the Supreme Court's view of binding arbitration. See Mitsubishi, 473 U.S. at 628.

In Dixon, the District Court for the Southern District of Alabama best explained Davis's effect on both Cunningham's holding and on the single document rule, writing:

> In the wake of Cunningham and Davis, then, what is the present status of the MMWA's disclosure requirements? Clearly, the single document rule remains alive and well. But the statutory and regulatory scheme does not require that *all* information having any bearing on the warranty must be disclosed within the warranty. To the contrary, the MMWA—and more precisely § 2302(a)—plainly provides that a warrantor's required disclosures under the single document rule are limited to those specifically enumerated in the FTC regulations. Those regulations do not identify arbitration agreements as items that must be disclosed, but they do mandate disclosure of "informal dispute settlement mechanisms." The Davis case, which is binding precedent to this Court, decided that arbitration agreements are not "informal dispute settlement mechanisms" in the context of the MMWA.
>
> Under this synopsis of the law, then, it is plain that, while the single document rule enjoys continued vitality, arbitration agreements lie beyond the scope of the disclosures required pursuant to that rule.

399 F. Supp. 2d at 1303-04.

This reasoning is persuasive. Cunningham's application of the single document rule rests solely on the notion that binding arbitration is an informal dispute settlement procedure. If we accept this premise, we would need to then defer to the FTC's regulations prohibiting binding arbitration because as an informal dispute settlement mechanism, binding arbitration would then be subject to the FTC's rulemaking authority. This is a view that we do not accept.

The FTC's disclosure regulations do not explicitly mention binding arbitration. By enforcing an arbitration disclosure requirement that is not expressly included in the FTC's regulations, this Court would "encroach on the [MMWA's] statutory and regulatory framework by unilaterally constructing a judicial rule that neither Congress nor the FTC has seen fit to create." Dixon, 399 F. Supp. 2d at 1309. The MMWA "requires disclosure in the warranty itself only 'to the extent required by the rules of the [FTC],' and the FTC has seen fit to require disclosure of required resort to an informal dispute-settlement mechanism, not the completely separate process of binding arbitration." Jackson, 929 So. 2d at 1006. For these reasons, we hold that the FTC's single-document rule does not apply to binding arbitration agreements. We disagree with the Third District Court's opinion in Larrain and certify conflict.

AFFIRMED; CONFLICT CERTIFIED.

EVANDER, C.J. and SASSO, J., concur.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 18, 2020, a true and correct copy of this document was served via email on the following:

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