

THE STATE OF SOUTH CAROLINA  
APPEAL FROM HORRY COUNTY  
Court of Common Pleas

**RECEIVED**

**Feb 27 2026**

**S.C. SUPREME COURT**

William H. Seals Jr., Circuit Court Judge

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Opinion No. 2025-UP-244 (S.C. Ct. App. filed July 16, 2025)  
Appellate Case No. 2025-002148

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Target Motors, LLC d/b/a Port City Motors,

Appellant,

v.

Grand Strand Nissan, Inc., and Grainger  
Companies, Inc. d/b/a Grainger Honda,

Defendants,

Of which Grand Strand Nissan, Inc., is the

Respondent.

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**SUPPLEMENTAL RECORD ON APPEAL**

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

Case No. 2022-CP-26-00861

Target Motors, LLC d/b/a Port City Motors,  
Plaintiff,

vs.  
Grand Strand Nissan, Inc., Grainger  
Companies, Inc. d/b/a Grainger Honda, and  
Manheim Remarketing, Inc. d/b/a Manheim,  
Darlington,

Defendants.

**DEFENDANT GRAND STRAND NISSAN INC.’S  
MOTION FOR SUMMARY JUDGMENT AS TO CROSS CLAIMS ASSERTED BY  
GRAINGER COMPANIES, INC. D/B/A GRAINGER HONDA**

Pursuant to Rule 56, SCRCP, Defendant Grand Strand Nissan, Inc. (“Grand Strand”) moves for summary judgment as to the cross-claims asserted against it by Grainger Companies, Inc. d/b/a Grainger Honda (“Grainger”). Specifically, Plaintiff’s claims for breach of contract and negligence fail because Grainger and Grand Strand agreed that any claims between them would be resolved pursuant to mandatory arbitration. Grainger already disputed the subject vehicle sale with Manheim, and an arbitration was already completed by Manheim Remarketing, Inc. (“Manheim”). Further, Grainger has admitted that it did not rely on any statements or representations by Grand Strand in purchasing the subject vehicle.

This Motion is based on the pleadings, discovery conducted to date, including the Affidavit of Robbie Haynes, the 30(b)(6) deposition of Grainger, and a memorandum of law to be filed at a later date.

[signature on following page]

/s/ Mary M. Caskey

Mary M. Caskey (SC Bar No. 76198)

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*Attorney for Grand Strand Grand Strand  
Nissan, Inc.*

November 28, 2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

Case No. 2022-CP-26-00861

Target Motors, LLC d/b/a Port City Motors,

Plaintiff,

vs.

Grand Strand Nissan, Inc., Grainger  
Companies, Inc. d/b/a Grainger Honda, and  
Manheim Remarketing, Inc. d/b/a Manheim,  
Darlington,

Defendants.

**AFFIDAVIT OF ROBBIE HAYNES**

Personally appeared before me, Robbie Haynes, who, being duly sworn, deposes, and states as follows:

1. I am the Executive Manager of Grand Strand Nissan, Inc. (“Grand Strand”), and am duly authorized to make this Affidavit on behalf of Grand Strand. I am over the age of 18 and competent to testify as to the matters contained in this affidavit.

2. The statements contained in this Affidavit are based upon my own personal knowledge, my knowledge of the records maintained by Grand Strand in the ordinary course of business, and my review of Grand Strand’s business records and transactions regarding the 2018 Nissan Titan SV K1500 VIN 1N6AA1C50JN508002 (the “Truck”), which is the subject of this action.

3. On October 14, 2019, the Truck was sold to Grand Strand by a customer interested in purchasing a different vehicle. Grand Strand gave the customer a \$24,000 trade allowance for the Truck.

Exhibit 1

4. Prior to Grand Strand accepting the Truck as a trade in, the Truck had been in a wreck. However, at the time of the trade in, the Truck was fully repaired and fully functional.

5. After Grand Strand purchased the Truck from the customer, Grand Strand decided to sell the Truck through the Manheim Auto Auction in Darlington, South Carolina (the “Darlington Auction”).

6. Prior to entering the Truck into the Darlington Auction, Grand Strand agreed to Manheim’s Terms and Conditions (the “Manheim Terms”). A true copy of the Manheim Terms in effect at the time that Grand Strand sold the Truck at Auction is attached as **Exhibit 1**.

7. Pursuant to the Manheim Terms, all buyers and all sellers at a Manheim auction agree to be bound by the Manheim Arbitration Policy. (Exh. 1, § 7.) Specifically, all buyer and sellers agree that “any dispute arising from the purchase or sale of a vehicle through Manheim will be resolve din accordance with the Manheim Arbitration Policies, . . . and our decision as arbitrator shall be final and binding upon you with respect to any transaction.” (*Id.*) A copy of the Arbitration Policy in effect at the time of the sale of the Truck at the Darlington Auction is attached as **Exhibit 2**.

8. On November 14, 2019, Grainger was the high bidder for the Truck at the Darlington Auction, at a sales price of \$21,000. A true copy of the Bill of Sale from Grand Strand to Grainger is attached as **Exhibit 3**.

9. Shortly after the sale of the Truck at the Darlington Auction, Grand Strand was contacted by Manheim and informed that an arbitration had been commenced because Grainger had learned that the Truck had structural damage from a wreck.

10. Manheim asked if Grand Strand was willing to take the Truck back, and Grand Strand stated that it did not want to take the Truck back at that time.

11. Grand Strand was never contacted again by Manheim, and was told that the arbitration was closed.

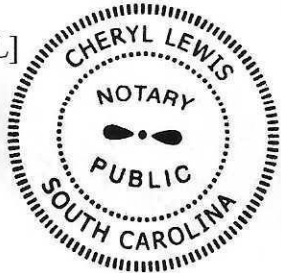
12. As of December 2019, Grand Strand understood that the sale of the Truck was final, and that any disputes related to the sale of the Truck had been resolved through the arbitration with Manheim, just as the parties had agreed prior to the commencement of the auction.

13. After Grand Strand sold the Truck to Grainger, Grand Strand was not involved in any subsequent transfers or sales of the Truck.

Grand Strand Nissan, Inc.  
By: [Signature]  
Name: Robbie Haynes  
Its: Executive Manager

Sworn to and subscribed before me  
this 27 day of Nov 2023  
Cheryl Lewis  
Notary Public, State of South Carolina  
My commission expires 3-6-2024

[NOTARY SEAL]



## EXHIBIT 1

## Manheim Terms and Conditions

English | Español

Updated: November 1, 2019

Welcome to Manheim, the world's largest provider of vehicle remarketing services. By attending any of Manheim's private auctions or using any of Manheim's services, whether at a Manheim location or online, you agree, for yourself, your dealership, your company, and your representatives (collectively, "you"), to abide by the following terms and conditions, as amended from time to time by Manheim:

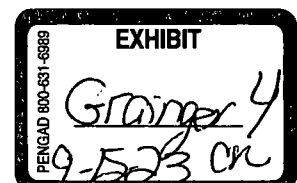
1. **Manheim:** These terms and conditions govern your use of and access to the automobile auctions, websites, mobile sites, online tools, and other service delivery channels made available by Manheim Remarketing, Inc and its various subsidiaries and affiliates, including the various Manheim auto auctions, Cox Automotive, Inc , and others (collectively, "Manheim," "we," "our," or "us") These terms and conditions are in addition to, and not in lieu of, any more specific agreements you may have or make with Manheim (e g , sales invoices, consignment agreements, online visitor agreements, privacy policies, loan agreements, etc ) To the extent there is any conflict between these terms and conditions and other more specific agreements you have signed with Manheim, those other more specific agreements will control Manheim may amend these terms any time by posting an amended version on its website, which shall become effective on the date of posting Time is of the essence with respect to all of your duties hereunder
2. **Accuracy of Information:** You certify that all registration and representative information you have provided to us, via AuctionACCESS and otherwise, is true, correct, and complete You agree to promptly update your information via AuctionACCESS if there is any change to the information you have provided
3. **Fairness and Courtesy:** You agree to behave in a fair, ethical, courteous, and civil manner in your interactions with us, our personnel, and our other customers while participating in any Manheim auction, when accessing our online and mobile sites, or when otherwise using any of Manheim's services Should you have issues or concerns with the behavior of our personnel or other customers while attending any Manheim auction that cannot be resolved quickly and civilly on your own, you will raise those issues discreetly with our management
4. **Dealer Only:** With limited and specifically-advertised exceptions, our sales are dealer-only wholesale auctions open only to pre registered and pre approved licensed motor vehicle dealers, banks, manufacturers, and other commercial buyers (each a "Buyer") and sellers (each a "Seller") Curbstoning (i e retail sales from our premises) is strictly prohibited You agree not to bring any actual or prospective retail buyers to Manheim, or to give them access to Manheim's online portals, or to negotiate or consummate any retail transactions on or adjacent to any of our property You further agree not to appoint any representatives to act on your behalf who are not bona fide agents of your dealership You also represent to us that your purchases through us are for resale only and exempt from any state sales tax and agree that you, and not Manheim, are responsible to

<https://publish.manheim.com/en/marketplace-policies/us-policies/manheim-terms-and-conditions.html>

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pay any taxes or tariffs on your related or subsequent transactions.

**5. Bidding:** Unless announced otherwise during the sale, all units are sold with reserve, and the auctioneer may bid up to the reserve. Seller bidding and use of shells are strictly prohibited. Bidders should remain aware and satisfy themselves as to a unit's condition and value before bidding and bring any incidents of improper bidding to management's attention immediately at the close of bidding on a unit. Otherwise, participants ratify the auction of the unit.

**6. Terms of Sale:** You agree to the following terms of sale for each vehicle you buy or sell through Manheim ("Vehicle"), as well as the Manheim Arbitration Policies (as defined below) that apply in the jurisdiction of sale:

(a) Buyer is the transferee and agrees to purchase the Vehicle; Seller is the transferor and agrees to sell the Vehicle. Manheim is merely the auctioneer or facilitator in the transaction and expressly disclaims any and all express and/or implied warranties or conditions as to merchantability, merchantable quality, fitness for a particular purpose, or any other matter whatsoever with respect to a Vehicle, and Manheim, not being the seller of the Vehicle, makes no warranty whatsoever with respect to title to the Vehicle, other than the limited title guarantee set forth below. You acknowledge and agree that you are a sophisticated commercial party and agree to satisfy yourself as to the condition and value of a Vehicle and the terms of any bid before bidding or selling. You further agree to look to the counter-party Buyer or Seller (as applicable) in such a transaction, and not Manheim, for any legal claims falling outside your rights under the Manheim Arbitration Policies.

(b) Any adjustments or rejections must be raised the day of sale and resolved prior to settlement. Vehicles must be paid for on the day of purchase, or Manheim may, at its discretion, impose fees as described below in Section 8 and/or consider the sale null and void.

(c) Vehicles shall be removed from Manheim premises no later than the sixth (6th) day following the date of sale, and thereafter, Manheim may charge a reasonable daily storage fee of up to \$25 per day should any Vehicle be left on Manheim premises.

(d) Title to a Vehicle does not pass to Buyer until good funds are received. Buyer grants Manheim a security interest in each Vehicle to secure payment of the purchase price and of any other debt owing from Buyer to Manheim (including affiliates). You agree that Manheim may resell any Vehicle, if retained or repossessed, at a regular Manheim sale or through any affiliated sale, including Manheim's online sales channels, which are established commercially reasonable markets for the sale of motor vehicles.

(e) Buyer agrees:

(i) to purchase the applicable Vehicle for the purchase price established by the auctioneer, or displayed on any online platform as the purchase price of the Vehicle, and shown on the final bill of sale or other final purchase receipt from us;

(ii) before settling for such Vehicle, to check the serial and/or engine numbers on such Vehicle with those on the certificate of title and to compare the actual condition of such Vehicle with its description and with the announcements and Seller disclosures, if any;

(iii) not to resell such Vehicle until good funds have been transmitted to Manheim;

(iv) upon making settlement, regardless of payment method, to consider the sale a fully

consummated cash transaction for present consideration;

(v) that no stop payment of any Buyer check to Manheim shall be honored;

(vi) that any stop payment order of a check/draft, electronic funds transfer, or wire transfer, or giving a check/draft which is returned unpaid shall be deemed to be evidence of fraud existing at the time of payment and shall be construed as an intent to defraud in order to obtain the Vehicle and/or its title;

(vii) that Manheim may deposit any check or draft immediately upon receiving it, regardless of whether such Vehicle's certificate of title has been submitted by Seller or whether Buyer has asked Manheim to hold the instrument;

(viii) to make any claim of defects in such Vehicle with Seller, who shall be solely responsible for those claims, and to immediately notify Manheim of such claims pursuant to its policies;

(ix) that Buyer will comply with Subsection 6(c) above with respect to removal of Vehicles from Manheim's premises and payment of daily storage fees; and

(x) that Buyer is responsible for Buyer's own transportation of such Vehicle.

(f) You represent and warrant to Manheim that you are solvent, that you are a licensed or duly authorized motor vehicle dealer in good standing or otherwise authorized to sell or buy on a commercial wholesale basis in the relevant jurisdiction(s), and that any Vehicle you purchase is purchased solely for resale.

(g) Seller represents and warrants that Seller is the true and lawful owner of the Vehicle being sold; that the Vehicle is free from all liens and encumbrances; that Seller has good right and full power and authority to sell and transfer title to the Vehicle; and that Seller will warrant and defend the Vehicle against the claims and demands of all persons whomsoever.

(h) You agree that any amounts owing to Manheim may be deducted from any proceeds or other property due to you and that Manheim may stop payment or refuse to authorize payment on any check or draft to you and hold any consigned vehicles pursuant to this right of setoff. Manheim may hold any of your property in Manheim's possession for a reasonable period of time pending any odometer fraud, VIN-switch, or similar investigation.

(i) Seller acknowledges responsibility for completion and execution of the required odometer mileage statement pertaining to any Vehicle on the invoice for such Vehicle and/or on the certificate of title for such Vehicle.

(j) Upon payment to Seller, Manheim shall be subrogated to all of Seller's and Buyer's respective rights, and Seller and Buyer agree to promptly take any action or sign any document deemed necessary, in Manheim's sole discretion upon Manheim's request, to secure such rights and do nothing to prejudice them.

(k) Limited Title Guarantee: Upon full payment by Buyer and upon delivery of the certificate of title of Vehicle to Buyer, Manheim will guarantee title to be free and clear of liens and encumbrances as of such delivery as, and only as, follows:

(i) This limited guarantee shall last for a period of four (4) years from the date of sale and applies only to stolen Vehicles and mortgage liens. The amount of Manheim's liability under this limited

guarantee of title shall never exceed the auction sale price of the Vehicle and shall be reduced by deducting from said sale price two percent (2%) on the first of each month following the date of sale until the date of payment, with all liability of Manheim expiring and terminating on the first day of the 48th month after that date.

(ii) Manheim's limited guarantee of title is expressly limited to Buyer of the applicable Vehicle and is not negotiable or transferable. The limited guarantee shall be void if the purchase price for the Vehicle is not paid by Buyer, and it does not protect against defects in the title known to Buyer whether or not listed as exceptions on the face of the bill of sale for such Vehicle.

(iii) Whenever any claim is made by any person against the title of any Vehicle, whether by suit or otherwise, Buyer must, within five (5) days after becoming aware of said claim, notify Manheim, giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking any other steps to minimize possible loss. Failure to satisfy these conditions shall void Manheim's liability under this limited guarantee.

(iv) Buyer shall not surrender possession of any Vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, in each case without the prior written approval of Manheim.

(v) On payment of any claim under this limited guarantee, Buyer will return the applicable Vehicle to Manheim, if and as requested, and execute all necessary documentation subrogating its right to recover against Seller, or others, to Manheim.

#### (I) Disclaimers and Indemnification

(i) You agree that Manheim is responsible for neither odometer mileage on any Vehicle nor the information contained in the odometer mileage statement which Seller, as transferor, is required to complete and deliver, and Buyer, as transferee, is required to acknowledge.

(ii) You agree that all representations or disclosures concerning any Vehicle are solely the responsibility of Seller, whether made on the block, before the sale, or otherwise, and you acknowledge and agree that Manheim has made no representations or disclosures whatsoever about any Vehicle, including any representation as to the accuracy of data included in vehicle history or condition reports, regardless of whether Manheim has interpreted such information as a courtesy to you or on your behalf.

(iii) You acknowledge that Manheim is merely performing an auction service and expressly disclaims all express and/or implied warranties or conditions as to merchantability, merchantable quality, fitness, or any other matter whatsoever, and Manheim, not being the seller of the vehicle, makes no warranty whatsoever with respect to title to the Vehicle, other than the limited title guarantee set forth above.

(iv) You agree, jointly and severally with any Buyer or Seller (as the case may be), to indemnify, defend, and hold Manheim harmless from and against any and all liability, loss, cost, damage, or expense, including attorneys' and legal fees, as applicable, which are in any way related to or may otherwise arise, either directly or indirectly, from any Vehicle, including, but not limited to, the purchase or sale of any Vehicle, any matters relating to odometer mileage or odometer mileage statements, any damage or condition disclosures or lack thereof, and/or any damage caused by transporters or other agents of either Buyer or Seller.

(v) If Manheim is required to make or defend a claim related in any way to a Vehicle or Vehicle

(v) If Manheim is required to make or defend a claim, related in any way to a Vehicle or Vehicle transaction, from or against either Seller or Buyer or an agent, employee, insurer, or bonding company of either, then Manheim shall recover, in addition to the amount of the claim and the costs incurred in the claim, reasonable attorneys' fees and legal fees in an amount not less than twenty-five percent (25%) of the amount of the claim, regardless of whether suit is filed, including appellate and bankruptcy fees and costs. Interest shall accrue on the unpaid balance of any such claim at the rate of one and one-half percent (1.5%) per month, provided that, if applicable law permits a higher rate, such higher rate will apply.

(m) You acknowledge and agree that any Vehicle is purchased for resale in the form of tangible personal property in the regular course of business and is the sort usually purchased by you for resale. In the event that any Vehicle is used for any purpose other than for resale, you will pay directly to the proper taxing authorities such sales or use tax as may then be accrued and become payable. As a Buyer, you further certify that you hold a retail sales tax registration certificate, license, or other permit, issued by the sales taxing authority of your city, state/territory, county, and/or country, as appropriate.

(n) If the Vehicle is purchased "for export only" or equivalent, you will: (A) transport it out of the country as soon as reasonably practicable; (B) not resell or use it domestically; (C) not further transform or alter the Vehicle domestically; and (D) provide us with satisfactory evidence of exportation of the Vehicle upon request.

(o) MANHEIM RESERVES THE RIGHT TO VOID, UNWIND, ADJUST, OR CANCEL ANY TRANSACTION IN ITS SOLE DISCRETION.

**7. Vehicle Arbitration Rules:** You agree and acknowledge that:

(a) you have received and read a copy of our prevailing National Auto Auction Association Arbitration Policy, including any Manheim addendums, and, if applicable, the Manheim \$3,000 & Under Arbitration Policy, each of which are available at [www.manheim.com/market\\_policies](http://www.manheim.com/market_policies) (collectively, the "Manheim Arbitration Policies");

(b) you understand and are bound by the Manheim Arbitration Policies, which may be amended unilaterally by us from time to time, when participating in any transactions at Manheim; and

(c) any dispute arising from the purchase or sale of a Vehicle through Manheim will be resolved in accordance with the Manheim Arbitration Policies, which are incorporated herein by reference and as may be amended from time to time by posting on Manheim's website, and our decision as arbitrator shall be final and binding upon you with respect to any transaction.

**8. Payments:** Payments for goods or services must be made by the registered customer purchasing those goods or services or a pre-established direct floor planner acting on that customer's behalf. Although we retain the discretion to make appropriate exceptions, other third-party payments generally will not be accepted. Payments must be made in good funds and in a form acceptable to Manheim. Manheim reserves the right, in its sole discretion, to change the forms and types of payment that are accepted by Manheim. In addition to any other rights Manheim may have, you agree, in accordance with the Late Payment Policy found in Manheim Marketplace Policies on Manheim.com, to pay a late fee on any unpaid obligations to Manheim not received by us in full, on time, and otherwise in accordance with these Terms and Conditions. You further agree that, if any electronic debit or check or draft we present on your bank account is returned unpaid, you will pay a service charge of up to \$100.00. Manheim may waive these fees in its sole discretion.

<https://publish.manheim.com/en/marketplace-policies/us-policies/manheim-terms-and-conditions.html>

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waive these fees in its sole discretion.

**9. Electronic Payment Authorization:** You agree that, if you designate a bank account for payment of amounts you owe us, including, but not limited to, by adding a bank account to your online profile, we may use such account information to initiate ACH entries to your bank account, including debit entries for amounts you owe us from time to time as such amounts become due, credit entries for amounts we owe you, and debit or credit entries in any amount necessary to correct an error. You understand that, other than account information we routinely make available to you online, we will not provide any notice to you prior to initiating entries and that you are responsible for ensuring that your account balance is sufficient to cover debits for amounts you owe us. You agree that any authorizations we initiate to your bank account must comply with applicable law and NACHA Operating Rules. This authorization is in addition to, and does not terminate or alter, any other authorization for electronic payments (including ACH authorizations) that we have on file or that you provide us in the future.

**10. Electronic Signatures:** You acknowledge and agree that you and we may, from time to time, find it expedient to utilize electronic signature(s), acknowledgement(s), consent(s), "click-through(s)," or other approval(s), direct or indirect, for access to auctions, bills of sale, receipts, titles, and other documents or disclosures necessary or incidental to the transaction of business at Manheim, whether online, in emails, at the check-in kiosk, on the auction block, at security, or otherwise, which makes your business with us easier, faster, and more efficient. To that end, you agree that any such forms of approval from you shall be effective and binding upon you, in the same manner as a handwritten signature, where circumstances indicate your intent to be bound and/or we choose to rely on such approval(s), and may be documented by us, in our discretion, on paper or digital versions of such records, by printing your name, noting "signature on file," or using any other similar convention. Regardless of whether your consent or approval was given, or in what form, you agree that you will be deemed to have ratified any transaction with or through us that you do not dispute in writing within 24 hours of confirmation by Manheim.

**11. Transportation of Vehicles:** We may, from time to time in our discretion, transport or arrange via third parties to transport vehicles belonging to you at your request and/or as deemed necessary or desirable by us. In such cases, we are not liable for theft, conversion, loss, injuries, damage, claims, expenses (including legal fees), suits, or demands related to such vehicles (collectively, "Transportation Claims"), howsoever caused and to whomever caused. Such vehicles are being transported for you and at your request, and you assume all risks associated with the transportation of your vehicles. You further acknowledge and agree that your only claim or remedy for Transportation Claims, if any, shall be to and against the third-party carrier, its insurer, your own insurer, or the third-party that caused the alleged damage, and not to, against, or involving us.

**12. Off-Site Sales:** If we agree to provide any auctioneering or other services to you at a facility other than a Manheim facility (whether owned by you or an independent third party), we will not be liable for theft, conversion, loss, injuries, damage, claims, expenses (including legal fees), suits, demands, or alleged regulatory or zoning violations related to such facilities or the vehicles stored on, or sales events conducted at, such facility, and these terms and conditions will otherwise apply in all respects to such services. Unless agreed otherwise by us in writing, those services will be provided to you at the rates then applicable at our nearest permanent facility, which rates are subject to change at any time. You also agree to reimburse Manheim for any reasonable out-of-pocket expenses we actually incur in connection with services provided to you at such off-site locations. For any vehicles physically located away from a Manheim facility when auctioned (whether at an off-site sales event hosted by you or through Manheim's online platform), the Seller

shall have three (3) business days, inclusive of the sale date, to make the vehicle available to the Buyer. The risk of loss or damage to the vehicle shall shift from the Seller to the Buyer upon the earlier of (i) actual pick-up by the Buyer or its agent; or (ii) two (2) business days after Seller truthfully notifies the Buyer the vehicle is available for pick-up at the location stated in the sale listing.

**13. Storage of Vehicles:** Unless expressly agreed to the contrary in a writing signed by us, we are not a bailee of your property, consigned or otherwise. If you leave your vehicles or other property unattended on our premises or otherwise in our care, regardless of the reason, you are solely responsible for any and all damage, theft, or loss relating to such property, including any damage caused by weather conditions, regardless of our knowledge or involvement, and we may charge you storage fees as provided above in Section 6. We may also treat any such vehicle or other property as abandoned if left on our property more than 30 days and proceed to transfer or sell it to satisfy any obligations to us or as otherwise provided by applicable law.

**14. Safety and Assumption of Risk:** Like all auto auctions, our various facilities are busy places with many vehicles, customers, and personnel moving around the premises at all times, particularly during sales events. You understand and acknowledge that the movement of vehicles, equipment, and individuals at our facilities constitutes an open and obvious condition and that Manheim is not obligated to warn you of such conditions. You agree to obey posted signs and follow any warnings you receive from our personnel, particularly as they relate to safety and security issues. You also agree to use extreme care while on our premises to avoid injury to yourself and others, both in moving vehicles on and off the premises and in traversing any sale lanes, parking lots, and offices on foot and otherwise. By entering our private premises, you assume the risk of injury.

**15. Bound by Representatives:** You are responsible for all activities that occur on your account(s) with us. You are bound by the actions of, and transactions entered into by, your actual and appointed representatives, including (i) all persons who, from time to time, submit a completed Individual Authorization Letter to Manheim or to AuctionACCESS signed by or for you; and (ii) any other person authorized by you in writing, verbally, or otherwise to represent you at or with Manheim. You are responsible for monitoring your appointed representatives and protecting the privacy of your username, login information, and AuctionACCESS number and/or card and agree to inform us immediately, in writing, of any unauthorized use of same. If you are checking in or logging in as a representative for a dealership other than your own, you agree that you are a duly appointed and authorized representative for that dealership and have authority to bind that dealership to any actions or transactions you conduct.

**16. No Right to Do Business:** You have no obligation to do business with us. Likewise, you agree and acknowledge that we have no obligation to do business with you. We are affiliated private businesses; we reserve the right to cease doing business with you or anyone else, at any time, for any reason or no reason, in our sole discretion, collectively or separately among our affiliates; and you shall have no right, remedy, or cause of action for same. You acknowledge and agree that there are numerous sources, other than Manheim, for you to acquire and sell used motor vehicles and related services.

**17. Information Sharing:** Subject to applicable law, you authorize us to pull, gather, obtain, receive, share, disseminate, and disclose financial, credit, and transactional information about you and your vehicles in our discretion, including, without limitation, consumer reports, credit histories and limits, buy and sell histories, check information, collateral location and status, condition, and recall information, and eligibility status (for purposes of this paragraph, "Your Information"), from

and with credit bureaus, financial institutions, trade creditors, affiliates and third parties, including without limitation AuctionACCESS, Auction Insurance Agency, other auction companies, marketing partners, and other customers, for any reason we deem necessary, including, without limitation, assessing your creditworthiness, collecting any outstanding debt you may owe now or in the future, and obtaining intercreditor, subordination, or similar agreements related to you; and you hereby ratify any such prior acts. The information sharing authorized herein is in addition to any information sharing authorized in any Manheim privacy policy. You may opt out of allowing your consumer report (if any) to be shared among our affiliates or disseminated or disclosed for marketing purposes (only) by writing to Manheim, ATTN: Credit Bureaus, 6325 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

**18. Contributions to Manheim:** You agree and acknowledge that by submitting ideas, suggestions, concepts, documents, and/or proposals ("Suggestions") to Manheim, that:

- (a) you have all necessary rights to share such Suggestions with Manheim and that the Suggestions are not subject to restrictions by third parties;
- (b) Manheim is free to use and/or share such Suggestions as it sees fit;
- (c) Manheim may have already conceived, contemplated, or developed something similar to the Suggestions;
- (d) Manheim may incorporate the Suggestions into its products and services, now or in the future, and Manheim does and will own such products and services; and
- (e) Manheim is not obligated to you in any way for such Suggestions.

**19. Manheim's Proprietary Rights:** You agree and acknowledge that Manheim's products and services, and any software used in connection with Manheim's products and services, and the materials on the various Manheim websites, contain proprietary and confidential information that is protected by intellectual property and other laws. Further, you agree and acknowledge that in the performance of its services, Manheim may generate materials, including, but not limited to, photographs, reports, visuals, narratives, vehicle and transactional records, and other data and documents derived from the foregoing, and that Manheim shall own the rights to such materials. Except as explicitly provided in these terms and conditions, you may not take, appropriate, convert, distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the Manheim generated materials. Manheim owns many trademarks, tradenames, and service marks, including, but not limited to, the marks Manheim.com, Manheim, and Manheim Canada. You may not use any Manheim trademark or service mark without Manheim's prior written consent.

**20. Limited Power of Attorney:** For value received, you hereby irrevocably appoint Manheim to be your agent and attorney-in-fact with full and complete authority to, on your behalf, take all steps, do all things, and authenticate, sign, e-sign, or otherwise acknowledge any and all documents, including but not limited to odometer disclosure statements, title documents (including applications for duplicates), bills of sale, invoices, and transportation instructions/orders, in each case as deemed necessary, incidental, desirable, or expedient by us, in our sole judgment, for any purchase or sale of a Vehicle made under these Terms and Conditions, for the provision of any goods and/or services under these Terms and Conditions, and/or to assist us with our efforts to collect payment for such goods and/or services. You acknowledge that you will be required to execute such valid power of attorney document(s) covering the foregoing activities and authority

as Manheim may request from time to time in its sole discretion. For greater certainty, where any applicable jurisdiction requires a valid power of attorney to be effected in writing, in the presence of a witness, and/or imposes any other requirements, you hereby covenant to do such acts as required to appoint Manheim as your power of attorney.

**21. DISCLAIMER OF WARRANTIES AND CONDITIONS:** UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN OR IN A MORE SPECIFIC AGREEMENT YOU MAY HAVE OR MAKE WITH MANHEIM, ALL PRODUCTS AND SERVICES PROVIDED TO YOU BY MANHEIM ARE ON AN "AS-IS" BASIS. MANHEIM CANNOT AND DOES NOT MAKE ANY WARRANTIES OR CONDITIONS RELATING TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCTS OR SERVICES PROVIDED TO YOU BY MANHEIM, AND CANNOT GUARANTEE THAT ANY SERVICES PROVIDED TO YOU WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT SUCH SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**22. INDEMNIFICATION:** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MANHEIM, ITS SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, BORROWED SERVANTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND AGENTS (EACH, A "MANHEIM PARTY" AND COLLECTIVELY, THE "MANHEIM PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, DEBTS, OR LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO:

- (a) ANY PERSONAL INJURY OR PROPERTY DAMAGE THAT YOU MAY CAUSE, EITHER SOLELY BY YOUR OWN ACTIONS OR JOINTLY WITH OTHERS (INCLUDING THE MANHEIM PARTIES), TO MANHEIM, ANY PERSONNEL OR CUSTOMERS OF MANHEIM, OR ANY THIRD PARTIES, OR THE PROPERTY OF ANY OF THE FOREGOING;
- (b) THE BREACH OR ALLEGED BREACH OF ANY AGREEMENT OR OBLIGATION HEREUNDER OR UNDER ANY OTHER AGREEMENT THAT YOU MAY HAVE WITH MANHEIM;
- (c) ANY TRANSPORTATION CLAIMS;
- (d) ANY ACTIONS THAT A MANHEIM PARTY MAY TAKE AS YOUR AGENT, REPRESENTATIVE, OR ATTORNEY-IN-FACT, PURSUANT TO SECTION 20 HEREOF OR OTHERWISE;
- (e) YOUR USE OF ANY PRODUCTS OR SERVICES OF MANHEIM; AND
- (f) ANY LIABILITY OR OBLIGATION, INCLUDING ANY CAUSED IN PART BY A MANHEIM PARTY, THAT MAY OTHERWISE ARISE FROM YOUR PARTICIPATION IN ANY SALE OR AUCTION CONDUCTED BY A MANHEIM PARTY, YOUR PRESENCE AT ANY PREMISES OWNED OR OPERATED BY MANHEIM, OR THE PROVISION OF PRODUCTS OR SERVICES TO YOU BY MANHEIM.

**23. WAIVER AND RELEASE OF LIABILITY:** YOU HEREBY WAIVE ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE, EITHER NOW OR IN THE FUTURE, AGAINST ANY MANHEIM PARTY, AND HEREBY RELEASE THE MANHEIM PARTIES FROM ANY AND ALL LIABILITY UNDER SUCH CLAIM OR CAUSE OF ACTION, IN EACH CASE TO THE EXTENT SUCH CLAIM OR CAUSE OF ACTION ARISES FROM OR RELATES TO:

(b) YOUR ENTITLEMENT TO THE PROTECTION OF ANY CONSUMER PROTECTION STATUTE.

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(a) YOUR ENTIREMENT TO THE PROTECTION OF ANY CONSUMER PROTECTION STATUTE;

(b) ANY BIDDING OR DISCLOSURE ISSUES THAT MAY OCCUR AT A SALE OR AUCTION CONDUCTED BY US, SUBJECT TO YOUR LIMITED RIGHTS UNDER THE MANHEIM ARBITRATION POLICIES;

(c) ANY TRANSPORTATION CLAIM;

(d) ANY DAMAGE TO YOUR VEHICLES OR OTHER PROPERTY LEFT OR STORED ON ANY PREMISES OWNED OR OPERATED BY MANHEIM, REGARDLESS OF COMPENSATION PAID TO US FOR SUCH STORAGE;

(e) ANY PERSONAL INJURY OR OTHER PROPERTY DAMAGE SUFFERED WHILE ON OR AROUND ANY PREMISES OWNED OR OPERATED BY MANHEIM; AND

(f) ANY ACTIONS TAKEN BY A MANHEIM PARTY AS YOUR AGENT, REPRESENTATIVE, OR ATTORNEY-IN-FACT, PURSUANT TO SECTION 20 HEREOF OR AS MAY OTHERWISE BE AUTHORIZED.

**24. LIMITATIONS OF LIABILITY AND TIME:** UNDER NO CIRCUMSTANCES WILL THE MANHEIM PARTIES BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES OR PROFITS), OR DAMAGES FOR LOSS OF BUSINESS, OR LEGAL FEES OR COSTS, EVEN IF ONE OR MORE OF THE MANHEIM PARTIES ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF THE MANHEIM PARTIES, COLLECTIVELY, TO YOU IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION THAT YOU MAY ASSERT, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY YOU TO MANHEIM FOR THE PRODUCT(S) OR SERVICE(S) AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LAST EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION BEING ASSERTED. BECAUSE SOME STATES/JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. YOU FURTHER AGREE THAT ANY CLAIMS OR CAUSES OF ACTION THAT YOU ASSERT AGAINST THE MANHEIM PARTIES MUST BE FILED OR OTHERWISE FORMALLY COMMENCED IN THE RELEVANT FORUM WITHIN TWELVE (12) MONTHS OF THE LAST EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION BEING ASSERTED, OR WITHIN THE TIME REMAINING UNDER THE APPLICABLE STATUTES OF LIMITATION - WHICHEVER TIME PERIOD IS SHORTER - AND THAT ANY CLAIMS OR CAUSES OF ACTION NOT FILED OR COMMENCED WITHIN SUCH PERIOD WILL BE FOREVER BARRED.

**25. Choice of Law and Consent to Jurisdiction:** These terms and conditions shall be governed by the internal laws of the State of Georgia (U.S.A.), where Manheim maintains its headquarters, and without regard to Georgia's internal conflicts of law analysis. In the event that any claim or dispute between Manheim and you is not arbitrated under Section 26 hereof, you agree that non-exclusive jurisdiction and venue for such claims and disputes shall exist in the federal and state courts located in Fulton County, Georgia. You further agree and acknowledge that you may not sue Manheim in any jurisdiction or venue except Fulton County, Georgia.

## 26. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

(a) **ARBITRATION AGREEMENT:** YOU AGREE TO ARBITRATE ANY DISPUTE OR CLAIM THAT

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YOU MAY HAVE WITH MANHEIM THAT ARISES OUT OF OR RELATES IN ANY WAY TO THESE TERMS AND CONDITIONS; ANY PURCHASE, SALE, OR OTHER AUCTION OR CREDIT TRANSACTION WITH MANHEIM; YOUR USE OF ANY MANHEIM WEBSITE, ONLINE PORTAL, OR ANY MANHEIM PRODUCT OR SERVICE; OR ANY OTHER AGREEMENT BETWEEN YOU AND MANHEIM. ARBITRATION CONDUCTED HEREUNDER SHALL BE FINAL AND BINDING. THIS ARBITRATION PROVISION MEANS THAT YOUR CLAIMS AGAINST MANHEIM WILL BE RESOLVED THROUGH ARBITRATION RATHER THAN LITIGATION IN COURT. YOU ACKNOWLEDGE THAT MANHEIM MAY (BUT SHALL NOT BE REQUIRED TO) SUBMIT TO ARBITRATION ANY DISPUTE OR CLAIM THAT IT MAY HAVE AGAINST YOU, WITH ANY SUCH ARBITRATION BEING GOVERNED BY THE PROVISIONS OF THIS SECTION 26.

**(b) ABILITY TO OPT OUT:** YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT (SECTION 26 ONLY) FOR ANY FUTURE BUSINESS WITH MANHEIM AND DOING SO WILL NOT IN ANY WAY PREJUDICE OR AFFECT YOUR DEALINGS WITH MANHEIM. TO EXERCISE THIS OPT OUT RIGHT, YOU MUST EMAIL MANHEIM WRITTEN NOTICE OF YOUR ELECTION TO OPT OUT AT [ARBITRATIONOPTOUT@COXAUTOINC.COM](mailto:ARBITRATIONOPTOUT@COXAUTOINC.COM) NO LATER THAN 30 DAYS AFTER YOUR INITIAL ACCEPTANCE OF THESE TERMS AND CONDITIONS AS SET FORTH IN THE FIRST PARAGRAPH HEREOF. THE PROCEDURE SPELLED OUT HEREIN IS THE ONLY WAY TO OPT OUT OF THIS ARBITRATION AGREEMENT, AND ANY ATTEMPTS TO OPT OUT AFTER THE DEADLINE SET FORTH HEREIN WILL BE INEFFECTIVE.

**(c) CLASS ACTION WAIVER:** ANY ARBITRATION PROCEEDING UNDER THIS SECTION 26 WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS OR REPRESENTATIVE PROCEEDINGS OF ANY KIND ARE NOT PERMITTED AND YOU EXPRESSLY WAIVE YOUR ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING AGAINST MANHEIM. TO THE EXTENT THAT YOU OPT OUT OF ARBITRATION FOLLOWING THE PROCEDURE SET FORTH IN SECTION 26(b) ABOVE, OR IF THIS ARBITRATION AGREEMENT IS FOUND INAPPLICABLE TO YOUR DISPUTE WITH MANHEIM, THIS CLASS ACTION WAIVER WILL CONTINUE TO APPLY IN LITIGATION. YOU AGREE THAT THIS CLASS ACTION WAIVER IS AN ESSENTIAL ELEMENT OF OUR AGREEMENT AND THESE TERMS AND CONDITIONS AND THAT IT MAY NOT BE SEVERED. IN THE EVENT THAT THIS CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE AGREEMENT TO ARBITRATE IN THIS SECTION 26 WILL BE NULL AND VOID.

**(d) Arbitration Procedures/Arbitrator Authority:** Any dispute or claim subject to arbitration pursuant to this Section 26 shall be submitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures as in effect at the time of the submission of such dispute or claim (the "JAMS Streamlined Rules"). The disputes and claims subject to arbitration pursuant to this Section 26 will be resolved by a single arbitrator selected pursuant to the JAMS Streamlined Rules. The arbitrator shall be bound by and shall strictly enforce these terms and conditions and any other applicable agreement between you and Manheim, and may not limit, expand, or otherwise modify any of these terms and conditions or the provisions of any other applicable agreement between you and Manheim. The arbitrator may award any relief that a court of law could, applying the limitations of liability contained in these terms and conditions. The arbitrator may award injunctive relief if permitted by law – but the injunctive relief awarded by the arbitrator may not extend beyond our dealings with each other. The laws of the State of Georgia will apply to any claims or disputes between us. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the parties in writing. Each party will bear its own expenses in the arbitration and will share equally

the costs of the arbitration; provided, however, that the arbitrator shall award Manheim any costs and fees to which Manheim may be entitled under Section 22 in connection with any indemnification claim, and may also, in his or her discretion, award cost and fees to Manheim if it is determined that you submitted or filed any arbitration in bad faith or that your claims against Manheim have no reasonable legal basis.

(e) **Application of FAA/Survival** You agree that your transactions with Manheim evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 26 (notwithstanding the application of Georgia law to any underlying claims as provided for in clause (d) above). You also agree that this Section 26 survives any termination of these terms and conditions or any other agreement between us.

**27 Individual Guaranty** By entering our private facilities and/or using our services, you personally guarantee full payment and performance of all the obligations you participate in incurring to Manheim, whether personally or as a representative of another entity, despite the fact that you may be participating in a representative capacity. The principal debtor is (i) any Buyer or Seller for whom you (a) are a registered owner with AuctionACCESS or (b) consent to a Manheim bill(s) of sale, and (ii) any customer for whom you order a product or service from us. Liability under this general guaranty is in addition to your dealership's liability and is joint and several with the dealership's liability. This is a general guaranty of payment and performance and not merely a guaranty of collection.

**28 Communications** Except where prohibited by law, you hereby expressly authorize us to communicate with you via facsimile transmissions, email, telephonic transmissions, both to a residential telephone line and/or cell phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication, for any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Such express permission shall extend to any and all of the contact information that you have provided to us herein or otherwise, including physical and email addresses, phone numbers, fax numbers, etc., and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that you may provide to us, or that we may obtain from any third party at a later date. You are not required to consent to receive marketing calls and texts to your cell phone and/or residential line using an automatic telephone dialing system or an artificial or prerecorded voice message from us as a condition of your access to Manheim, and you may opt out of receiving such communications by adjusting your account settings at [www.manheim.com](http://www.manheim.com).

**29 No Commitment to Lend** Neither these terms and conditions nor any other request by you to us shall constitute a commitment by us to lend funds to you or to take any other action. We may approve any request for floor plan or other financing in our sole discretion, with or without notice to you.

**30 Manheim Policies** You also agree to abide by any applicable Manheim Marketplace Policies or other location-specific policies of Manheim, as amended from time to time, including without limitation Manheim's privacy policy, website visitor agreements, post-sale inspection policy, and sale day check policy. The current list and terms of Manheim's national policies can be found at [www.manheim.com/market\\_policies](http://www.manheim.com/market_policies).

**31 Understanding of Terms and Conditions** You acknowledge and agree that you understand these terms and conditions written in English and that you have sought the help of an attorney

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and/or translator as you deem necessary to understand them. The Parties hereto agree that this agreement, and all correspondence and all documentation relating to this agreement, be written in the English language. Any translated version of any of these terms and conditions offered by Manheim is provided as a courtesy only, with the English version being the binding version.

**32. Severability:** In the event that any provision in this agreement is determined to be legally unenforceable, the parties agree that, except as specifically provided at Section 26(c), the unenforceable provision shall be severed, and the remaining provisions of these terms and conditions shall remain in full force and effect.

**33. Electronic Approval:** You hereby acknowledge and agree that these terms and conditions are being executed both in your individual capacity and in your capacity as an authorized representative for Dealer and that the approval of this document, if by e-signature, shall be deemed to satisfy all requirements imposed on electronic or digital signatures under applicable federal and state law, including, as applicable, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), 15 U.S.C. §7001(a) et seq., state electronic transactions or commerce laws, and any other similar laws relating to the validity or enforceability of electronic or digital signatures. You further acknowledge and agree that these terms and conditions may be approved by affixing to this agreement an electronic or digital signature, which shall for all purposes be deemed effective to constitute the valid signature of the party affixing such electronic or digital signature.

## Términos y condiciones de Manheim

English | Español

*Este acuerdo ha sido traducido al español meramente como una cortesía. En caso de alguna discrepancia frente a la versión en inglés, tendrá precedencia la versión en inglés*

*Actualizado: 1 de junio de 2018*

Bienvenidos a Manheim, el proveedor más importante del mundo de servicios de reventa de vehículos. Al concurrir a alguna de las subastas privadas de Manheim o usar cualquiera de los servicios de Manheim, ya sea en un local de Manheim o en línea, usted acuerda, para sí mismo, su concesionario, su compañía y sus representantes (en su conjunto, "usted"), estar vinculado por los términos y condiciones siguientes, con las modificaciones posteriores que Manheim pueda hacer en cualquier momento:

**1. Manheim:** estos términos y condiciones regirán su uso de y acceso a las subastas de automóviles, los sitios web, los sitios móviles, las herramientas en línea y otros canales de entrega de servicios prestados por Manheim Remarketing, Inc. y sus varias subsidiarias y afiliadas, incluidas las varias subastas de vehículos de Manheim, Cox Automotive, Inc. y otros (en su conjunto, "Manheim," "nosotros," "nuestro" o "nos"). Estos términos y condiciones se agregan a, y no reemplazan, los acuerdos más específicos que pueda tener o celebrar con Manheim (por ejemplo, las facturas de venta, los acuerdos de consignación, los acuerdos de visitante en línea, las políticas de privacidad, los acuerdos de préstamo, etc.). En la medida que exista algún conflicto entre estos términos y condiciones y otros acuerdos más específicos que hubiese firmado con Manheim, esos otros acuerdos más específicos prevalecerán. Manheim puede modificar estos términos en cualquier momento publicando una versión con las modificaciones en su sitio web. la cual entrará

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# ARBITRATION POLICY

In-Lane and Online

**EFFECTIVE DATE:**  
**April 17, 2017**





# Arbitration Policy

Effective Date: April 17, 2017

## I. General Policies:

### 1. Fair and Ethical Sale

The sales made at an Auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If Auction determines that the transaction is not fair and ethical to either party, the Seller and the Buyer agree that Auction may cancel the sale, at its sole discretion. Federal, State, and Local laws supersede these policies where applicable.

### 2. Auction Role in Sale:

- a. Auction makes no representations or guarantees on any vehicle sold or offered for sale.
- b. Auction is not a party to the contract of the sale. The sales contract is between the Seller and Buyer only.
- c. All vehicles bought or sold on the premises must be processed through the Auction office. Failure to do so will result in suspension of trading privileges at Auction.
- d. Auction reserves the right to review any audio/video documentation to verify the accuracy of a sale.
- e. Any vehicle consigned with the Auction is subject to government inspection, with or without prior notice, by the FBI, State Police, National Auto Theft Bureau, Local Police Authorities, any other governmental agency, or quasi-governmental agency.

### 3. Auction VIN Policies

All vehicles consigned must have a visible public Vehicle Identification Number (VIN) plate attached to the vehicle by the manufacturer or state inspector (state reassigned VIN only). Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return. Auction reserves the right to refuse the sale of any vehicle in which the VIN plate appears to be altered in any way.



# Arbitration Policy

Effective Date: April 17, 2017

## II. Sale Light System:

Auction has a standard light/video display system to describe the condition and/or disclosures related to the vehicle being sold. The system is defined as:

1. **Green Light – Ride and Drive:** The green light signals that this vehicle is guaranteed under the conditions outlined in this policy by the seller. Any defects or issues requiring disclosure per this policy should be announced using the green and yellow lights.
2. **Yellow Light – Limited Guarantee:** This light is an indication to the Buyer that the Auctioneer or Selling Representative has made announcements that qualify/clarify the condition or equipment and limit arbitration of this vehicle in conjunction with the green light or when "limited guarantee" is announced.

3. **Red Light – As-Is:** Vehicles selling under the red light will only qualify for arbitration under the rules outlined in this policy. (As-Is dollar amount, model years, and mileage are subject to local auction policy).
4. **Blue Light Title Attached/Title Unavailable/Title Absent:** This light is used to announce that the title is not present (auction managed location) at the time of the sale. For Auction rules regarding titles please refer to the Title Arbitration Policy section. If "title attached/unavailable/absent" is not announced, a vehicle could be arbitrated for no title in the absence of auction company policy.

Announcement /Light Legend			
Announcements:	Light Usage Recommendation		
	Green	Yellow	Red
<i>Ride &amp; Drive Only</i>	✓	N/A	N/A
<i>Ride &amp; Drive with Caution</i>	✓	✓	N/A
<i>Limited Guarantee Only</i>	N/A	✓	N/A
<i>As-is, No Arbitration</i>	N/A	N/A	✓



# Arbitration Policy

Effective Date: April 17, 2017

## III. Seller Responsibilities:

1. Seller will be held responsible for the accuracy and completeness of all representations or descriptions. This includes handouts, catalogues, vehicle markings, condition information or vehicle listings and verbal or written statements made by Seller, Auction, Auctioneer or Selling Representative at the time of sale. This includes the condition report written by or on behalf of the seller as per the "NAAA Generic Condition Report Position Statement". The Seller understands that the sale light/video display is a binding arbitration representation of vehicle condition, and is therefore responsible for ensuring that their vehicles sell under the correct light in the lane.
2. Mileage announcements are not required for vehicles that are 10 years or older and/or deemed exempt from Odometer and Title disclosure laws unless a mileage discrepancy is known or apparent to the seller. The Seller may represent miles on exempt vehicles; any disclosures made by the Seller and all known odometer discrepancies are grounds for arbitration.
3. Title discrepancies must be announced including, but not limited to: not actual miles, salvage, theft recovery, stolen vehicle, flood damage, Lemon Law buybacks and trade assist.
4. If a vehicle is being offered for sale by a third party, an announcement of "3rd Party Seller" is required. Disclosure requirements and time limits are subject to local auction policy.
5. Announcements are required for any matters that relate to the safety or integrity of the vehicle including as per the stated dollar threshold and disclosure requirements stated in this policy, all requirements under local, state or federal statutes or regulations. Announcements must be made both verbally and disclosed on the auction invoice/sale contract/bill of sale or equivalent document in a physical or online auction environment.
6. The announcement of the presence of warning lights does not exempt a Seller from arbitration responsibilities as defined by the policy. The issue/defect found to be the cause of the light may be arbitrated within the stated time period and dollar amount threshold according to Appendix 1.
7. The availability of a manufacturer's warranty shall not affect a Buyer's right to arbitrate a vehicle. Regardless of the warranty coverage in terms of the root cause of the complaint, an announcement may be required.
8. In the event of a successful arbitration by the Buyer, the Seller is responsible for reimbursement of all reasonable documented expenses incurred by the Buyer (excluding profit, commissions and detail charges) on vehicles arbitrated for undisclosed conditions. Reimbursements that qualify under these guidelines will be at the sole discretion of the Auction and will be limited to the reasonable and documented expenses at auction (wholesale) repair cost.
9. Seller will not be paid for vehicles in arbitration until arbitration is settled and vehicles are sold. For arbitrations occurring after the seller has been paid, seller is required to promptly return the payment to the auction if the transaction is voided as a result of arbitration.



# Arbitration Policy

Effective Date: April 17, 2017

## iv. Buyer Responsibilities:

1. Prior to placing bids, the Buyer is responsible for inspecting the vehicle, listening to and reviewing any verbal or written announcements and disclosures made by the Seller, Auction, Auctioneer or Selling representative. Buyers are also responsible for reviewing all pertinent information available online, including, but not limited to, announcements, disclosures, condition reports, pictures and online listings. Buyers are also responsible for observing and understanding the sale lights (Green, Green/Yellow, Yellow, Red, and/or Blue), which identify various sale conditions for the vehicle. Once the vehicle is sold, the Buyer must review the Auction sales receipt or appropriate document to confirm the vehicle price, disclosures and announcements are correct before legibly printing and signing their name or digitally/electronically signing the Auction sales receipt or appropriate document.
2. It is strongly encouraged that a Buyer should have a Post Sale Inspection (PSI), warranty or assurance product from the auction on vehicles purchased.
3. Buyer agrees to be liable for any and all work done to a vehicle (including a vehicle purchased as title attached, unavailable or absent) prior to returning the vehicle to Auction except on vehicles arbitrated for undisclosed conditions not detectable through vehicle inspection, including but not limited to, not actual miles, salvage, theft recovery, stolen vehicle, flood damage, Lemon Law buybacks and trade assist.
4. The Buyer is financially responsible for any pending sale and assumes all risk of loss until arbitration is final.
5. The Buyer or Buyer's agent (transporter or driver) must document any damage on the gate release prior to removing the vehicle from the Auction or facilitation service provider's location. Auction or facilitation service provider and Seller will not be responsible for any damage not identified on the gate release once the vehicle is removed from the location.
6. The Buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall Buyer voluntarily pay or acknowledge the validity of any claim, without the prior approval of Auction. Time is of the essence. Any failure on the part of the Buyer, after becoming aware of said claim, to notify Auction of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve Auction and seller of any liability under this policy.
7. A vehicle is not considered returned until received, inspected and approved for return by Auction management. Any vehicle returned must be in the same or better condition as when sold. Any vehicles delivered to and left on Auction premises without Auction approval remain the sole responsibility of the Buyer. Buyer assumes all risk of loss. Vehicle must be returned in a timely manner consistent with Auction direction.
8. Vehicles with over (auction choice) miles from when sold are not eligible for arbitration.
9. The Seller/Auction shall not be liable for any vehicle sale or repairs made by the Buyer before the title is received by the Buyer. If the title has been mailed from Auction to Buyer, Buyer may not return vehicle. If the Seller presents a valid negotiable title to the Auction within close of business on the next day (excluding weekends and auction observed holidays) from the time that the Buyer notifies the auction of their intent to return the vehicle, then the transaction will stand.

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# Arbitration Policy

Effective Date: April 17, 2017

## v. Title Arbitration Policy:

1. All titles submitted by Seller must be in Seller's company name on title or on a properly executed reassignment form. The Seller guarantees the titles of vehicles that are sold through Auction. This guarantee of the title warrants that the title shall be marketable and free and clear of all liens and encumbrances. This includes any brand (such as "salvage") noted upon the current or any prior certificate of title unless such encumbrances were announced at the time the vehicle is sold through Auction and for a period of four (4) years from the date of sale. Seller's liability under this title guarantee shall never exceed the Auction sale price (the "maximum amount") of the vehicle, and this maximum amount shall be reduced by two percent (2%) per month following Auction sale date. All liability under this title guarantee shall expire and terminate four (4) years after Auction sale date. Auction will not be responsible for any expenses incurred on vehicles returned for late title.
2. Seller warrants, represents and guarantees possession and conveyance of a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (except current year DMV fees in California), and seller warrants and will defend the title against the claims and demands of all persons whatsoever.
3. Seller will ensure that the title must be reassigned directly to Buyer. Any title assigned directly to facilitating auction will not be accepted.
4. Seller will not be paid for vehicles until a transferable title is received.
5. Auction accepts no responsibility for non-titled vehicles sold without title. Seller must announce the vehicle being sold with a bill of sale only and that there is no title to transfer. All non-titled vehicles and equipment will be sold "As-Is."
6. If the title problem is due to a clerical or coding error, or incomplete documentation, Auction shall be given reasonable time after receiving notice to have the error corrected.
7. Applications or other documents related to a duplicate title will not be accepted, unless announced as such or if allowed by the appropriate jurisdiction.
8. Where legal by municipal and/or state law, any vehicle being offered for sale with a foreign (non-US) title, must be disclosed prior to the sale by the seller. Disclosure requirements and time limits are subject to local auction title policy. Vehicle must be legal to sell in the United States.
9. Seller has up to a maximum of [see individual Auction Company's Title Policy (Auction Choice)] calendar days for title to be received by Auction. (Sale day is Day 1). After (Auction Choice) calendar day period, it is the Buyer's option to return the vehicle or wait a reasonable period of time for the title. If, after 90 calendar days, Seller has not produced negotiable title and Buyer has not returned the vehicle, this title guarantee shall not apply and Auction shall have no duty to produce the certificate of title to the Buyer and shall have no duty to pay Seller.
10. Vehicles lacking a properly assigned title or reassignment to transfer a title at time of sale must sell "Title Attached/Title Unavailable/Title Absent," with the Blue light on.
11. Vehicles lacking lien release or a valid repo affidavit for a repossessed vehicle (where allowed by law) must be sold "Title Attached/Title Unavailable/Title Absent," with the Blue light on.



# Arbitration Policy

Effective Date: April 17, 2017

ELECTRONICALLY FILED - 2023 Nov 28 2:39 PM - HORRY - COMMON PLEAS - CASE#2022CP2600861

12. In regard to defect in title, and in any matter relating to odometer mileage, odometer statements, or damage disclosure statements: Seller and Buyer agree to indemnify and hold harmless Auction from any liability, loss costs, damage or expense, including attorney fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to title services provided.
13. Whenever any claim is made by any person against the title of a vehicle, whether by suit or otherwise, the Buyer, after becoming aware of said claim, shall immediately notify Auction. This involves giving full particulars of claim, cooperating fully in defending any legal action, and in taking other steps to minimize possible loss.

## VI. Previous Canadian and/or Grey Market Vehicles:

1. A "Previous Canadian" disclosure is required for any vehicle (regardless of manufacturing origin) having been registered in a Canadian province. Additional announcements may be required as well due to the use in Canada (i.e. Full or partial voided warranty, foreign title and etc.)
2. Any vehicle not originally built to U.S. specifications can, under certain circumstances, be imported through a registered importer who modifies the vehicle to comply with U.S. equipment and safety regulations (DOT and NHTSA) and then certifies it as compliant, and an independent commercial importer who modifies the vehicle to comply with U.S. emissions regulations and then certifies it as compliant. Only vehicles properly converted to U.S. specifications can be sold and must be announced as such.

## 3. Required Conversion

- a. All other vehicles imported must be imported through a Registered Importer. Registered Importers are required to post a bond with the U.S. Department of Transportation and/or National Highway Transportation Safety Administration. All vehicles imported through a Registered Importer must have:
  - i. U.S. Safety Standard Certification Label that identifies the Registered Importer
  - ii. Valid U.S. Title or Legal Foreign Title
  - iii. Meet ALL Federal NHTSA, D.O.T. and/or E.P.A. Mandated Guidelines
  - iv. Documentation must be provided at any time by seller.
  - v. Cleared the mandated wait time.
- b. All vehicles, whether imported by a Manufacturer or a Registered Importer, must show miles per hour on the speedometer and miles traveled on the odometer. Title 49, United States Code, Chapter 327, Section 32704, allows replacement odometers without a door frame sticker if the conversion from kilometers to miles can be done without changing the distance traveled by the vehicle; therefore, replacement of an odometer under these circumstances does not have to be announced by the Seller.

## VII. Arbitration Guidelines:

Vehicles that have any of the defects outlined in Appendix I that were not disclosed by the seller or announced at the time of sale must be reported to Auction within the time frame noted below in order to be eligible for arbitration. Vehicles must be returned to Auction in the same or better condition than when purchased with no more than (auction choice) miles.



# Arbitration Policy

Effective Date: April 17, 2017

1. **Time Period:** Refer to Appendix I for arbitration time periods. Sale day is Day 1. Arbitration shall end at the close of business as determined by each Auction on the last calendar day in the time period.
2. **Process:** Any single mechanical defect that has a repair cost of \$500 or more is subject to arbitration on vehicles sold under qualifying lights and lack of announcement by the seller per Appendix I. Each vehicle transaction is allowed one chance at arbitration. The arbitrator will inspect only the defect that is on the initial arbitration claim. Repair costs will be determined by the auction and will reflect the auction cost to repair. If price adjustment is made and accepted, vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration. The auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters.
3. **Fees:** Auction reserves the right to assess an arbitration fee to the Buyer. If the arbitration is valid, Auction reserves the right to assess an arbitration fee to the Seller in addition to any charges associated with the arbitration.
4. **Not subject to arbitration:**
  - a. Vehicles exceeding 20 model years, with the exception of trailers, RVs, and watercraft, which cannot be arbitrated if they exceed 10 model years.
  - b. Kit vehicles, homemade vehicles, or modified vehicles are sold "As-Is" and cannot be arbitrated for odometer, structural issues, warranty books, or model year.
  - c. **Inherent Conditions:** No arbitration can be based on conditions that are inherent or typical to a particular model or manufacturer. Manufacturer warranty guidelines will be used where applicable to determine whether the condition is inherent. Additional resources can be found on NAAA's Standards page at [www.NAAA.com](http://www.NAAA.com).
  - d. **Manual Transmissions:** Vehicles with standard (full or partial shift) transmissions cannot be arbitrated for manual clutch assemblies unless the defect will not allow a safe test drive.
  - e. **Wearable Items:** Auction will not arbitrate vehicles for wearable items normally worn vs excessively worn or inoperative (not inherent). For purposes of this policy wearable items are defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle driven the average miles per model year (15k). These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to, air ride suspensions, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts.
  - f. **Unsafe vehicles:** Auction reserves the right to reject any vehicle that management judges to be unsafe.
  - g. Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories (EDVH) or printed EDVH reports. Auction and Seller are not bound by information listed in EDVH. Examples of EDVH include Carfax, AutoCheck, NMVTIS, etc. The facilitating Auction may investigate vehicle history based on information found in EDVH for information that may impact arbitration.
  - h. Auction is not bound by vehicle grades or other types of scoring systems placed upon the vehicle. Buyers may only arbitrate a vehicle based upon damage or defects that were present at the time of the sale of the vehicle.
  - i. Vehicles with more than (auction choice) miles from time of sale.



# Arbitration Policy

National Arbitration Policy Guidelines (Appendix 1) Amended 9/5/17

Effective Date: April 17, 2017

NAAA National Auto Auction Association **National Arbitration Policy Guidelines** APPENDIX I Effective Date September 5, 2017  
www.naaa.com

NAAA Seller Disclosure/Announcement Requirements	Disclosure/Announcement Required			Arbitration Time Periods		
	Green Light Only	Yellow Light Only	Red Light Only	Green Light Only	Yellow Light Only	Red Light Only
	Ride & Drive	Limited Guarantee	As-Is, No Arbitration	Ride & Drive	Limited Guarantee	As-Is, No Arbitration
<b>Major Components</b>						
Engine Problem*	YES	YES	NO	A or C	A or C	N/A
Cracked or Repaired Block*	YES	YES	NO	A or C	A or C	N/A
Transmission Problem*	YES	YES	NO	A or C	A or C	N/A
4X4 System Inoperable*	YES	YES	NO	A or C	A or C	N/A
ABS Problem*	YES	NO	NO	A or C	N/A	N/A
Emission Control Equipment Missing or Inoperable*	YES	NO	NO	A or C	N/A	N/A
Air Conditioning System*	YES	NO	NO	A or C	N/A	N/A
SRS - Missing or Problem with Airbags*	YES	NO	NO	B or C	N/A	N/A
Hybrid or Electric Vehicle Battery Problems and/or Missing or Inoperable Battery Charger*	YES	YES	NO	A or C	A or C	N/A
<b>Vehicle History Issues</b>						
Structural Damage/Certified Structural Repair or Replacement/Structural Alteration Per NAAA Structural Damages Policy	YES	YES	YES	B or C	B or C	B or C
Not Actual Miles/Inoperative Odometer	YES	YES	YES	B or C	B or C	B or C
Total Loss and/or Salvage Retention (By Insurance Records)**	YES	YES	YES	B or C	B or C	B or C
Theft Recovery/Stolen Vehicles (Including History)	YES	YES	YES	30 Days	30 Days	30 Days
Bonded, Insurance and/or Salvage Titles (Including History)**	YES	YES	YES	B or C	B or C	B or C
Flood Damage (By Auction Inspection)	YES	YES	YES	30 Days from Sale Date	30 Days from Sale Date	30 Days from Sale Date
Lemon Law/Manufacturer's Buyback**	YES	YES	YES	B or C	B or C	B or C
State-Issued VIN Plates (Including Kit Vehicles)	YES	NO	NO	B or C	N/A	N/A
All Taxes and Livery Requiring Local or State Licenses and Law Enforcement Vehicles	YES	NO	NO	B or C	N/A	N/A
Previous Canadian Vehicles	YES	YES	YES	B or C	B or C	B or C
Grey Market Vehicles**	YES	YES	YES	B or C	B or C	B or C
Vehicles Being Sold with No Title (Bill of Sale Only)	YES	YES	YES	B or C	B or C	B or C
Voided Factory Warranty	YES	NO	NO	B or C	N/A	N/A
Fuel Conversion	YES	NO	NO	B or C	N/A	N/A
Non-Original Engine (Excludes Items Replaced Under Manufacturer's Warranty) Current Model Year and Up to 4 Model Years Old	YES	NO	NO	B or C	N/A	N/A
Logo or Decal Misrepresentation	YES	NO	NO	A or C	N/A	N/A
Biohazard Vehicles (Existing or Cleaned)	YES	YES	YES	A or C	A or C	A or C
Flood Damage History (Discovered By DMV and/or Insurance Company Records)	YES	YES	YES	120 Days	120 Days	120 Days
<b>Other Issues</b>						
Vehicle Accessory Electrical Problems* (Current Model Year and Up to 4 Model Years Old)	YES	NO	NO	A or C	N/A	N/A
Paintwork (3 Panels or More) on Current Model Year and Newer (Excludes Bumpers)	YES	NO	NO	A or C	N/A	N/A
Vehicles Not Equipped With Air Conditioning (Excludes Vehicles 10 Model Years Old or Older)	YES	NO	NO	A or C	N/A	N/A
Vehicles Being Sold With a Government Release for Title (i.e., 27A, SF-97-1 and etc.), CO, MSO, or Repo Affidavit Title (If Required By Law)	YES	YES	YES	7 Days After Receipt of Title	7 Days After Receipt of Title	7 Days After Receipt of Title
Pending State or Local DMV Fees or Taxes Over \$100 Due On Vehicle (If Required By Law)	YES	YES	YES	7 Days After Receipt of Title	7 Days After Receipt of Title	7 Days After Receipt of Title
Any Disclosure Required By Law	YES	YES	YES	7 Days After Receipt of Title	7 Days After Receipt of Title	7 Days After Receipt of Title

**Time Period vs. Sale Channel Breakdown**

\*A\* In-lane-Sale Day Only      \*B\* In-lane-7 Calendar Days Only      \*C\* Online-2 Calendar days within verified receipt of the vehicle from seller and/or auction not to exceed 10 calendar days from the original sale date  
 \*\*Must disclose defects that are singularly \$500 or more to repair or replace  
 \*\*\*These transactions may be subject to arbitration regardless of the stated time limits. Arbitration claims initiated after the stated time period will be addressed via the depreciation formula described in "Title Arbitration Policy" (Paragraph I).

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# Arbitration Policy

Effective Date: April 17, 2017

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## VIII. Structural Damage, Alteration or Certified Structural Repair or Replacement Policy

The purpose of the NAAA Structural Damage Policy is to define and clarify terminology associated with structural issues and to specify the disclosure requirements of the seller for vehicles offered at NAAA affiliated auctions. The policy is intended to provide adequate disclosure to the buyer for informed purchase decisions and to limit arbitrations for the seller. This policy, along with the main Arbitration Policy will serve as the primary criteria for all arbitration proceedings.

### 1. Definitions

- a. **Vehicle Structure**-The main load-bearing platform of a vehicle that gives strength, stability and design exclusivity and to which all other components of the vehicle are fastened. For purposes of this policy, there are three macro types:
  - i. **Unibody** - A type of structure whereby the floor pan assembly, roof bows/braces, pillars, etc. are bonded together into one unit, thereby eliminating the need for a separate conventional structure
  - ii. **Unibody on Frame**-A type of structure whereby a unitized structure is bolted to a conventional structure.
  - iii. **Conventional Structure**-A type of structure consisting of two symmetrical rails (beams) connected by various cross-members.

- b. **UVMS**-Used Vehicle Measurement Standard. The commercially acceptable measurement deviation from the vehicle's original structural specification in order for any deviation not to be considered structural damage.
- c. **Permanent Damage** (aka "Kinked" or "Broken")- The result of two or more objects striking or coming together at a significant change in velocity that permanently deforms the structural component(s) rendering it non-repairable per the manufacturer.

### 2. Recommended Disclosures

- a. **Structural Damage**-Damage to the structure or a specific structural component of the vehicle. Often referred to as frame damage, although it also applies to Unibody and Unibody on Frame structures in addition to Conventional Frame.
- b. **Certified Structural Repairs/Replacement**-Repairs to a specifically identified structural component of a vehicle that has been certified to be within the Used Vehicle Measurement Standard (UVMS).
- c. **Structural Alteration** -An alteration to the vehicle's structure including a lengthened or shortened frame, a modified suspension, or the installation or removal of after-market accessories.



# Arbitration Policy

Effective Date: April 17, 2017

## 3. Seller Disclosure Requirements

Sellers must disclose permanent structural damage, any structural alterations, structural repairs or replacements (certified or non-certified) as outlined in this policy prior to selling a vehicle at auction regardless of sales channel or light condition. Disclosures are required for the following:

- a. Any/all existing permanent (non-repairable aka kinked or broken) structural damage as defined in this policy
- b. Improper and/or substandard prior repairs (not meeting OEM repair guidelines)
- c. Repairs not certified using OEM guidelines or to be within the UVMS Improper alterations to the structure Lengthened or Shortened structure verified by visual inspection.
- d. Altered suspension that requires the structure to be modified from its OEM form.
- e. After-market accessories installed or removed to the structure.
- f. Towing packages installed (or removed) where new holes are drilled, OEM holes are enlarged, or if the towing package is welded or brazed to the structure.
- g. Multiple access holes (regardless of size) or singular access holes greater than 5/8". Access holes between 1/4" and 5/8" are subject to disclosure based upon location and condition of structural component.
- h. Corrosion of structural components determined by one or more of the following; when the substrate loses its shape, the original bonds near the affected area are loose or are no longer in existence, the original thickness of the substrate has been changed by more than 25%, the affected area no longer possesses its absorption or deflection properties.
- i. Structural tear damage (i.e. transport tie down) if more than 1" in length (measured from tear start/stop points)
- j. Damage due to improper jacking or lifting that permanently deforms structural components outlined in this policy.
- k. Damage due to contact with parking abutments and/or road debris that permanently deforms structural components outlined in this policy.
- l. Roof bows/braces that have been modified, have existing permanent damage or removed. A replaced roof skin is not a required disclosure in terms of the Structural Damage Policy.
- m. The C pillar/quarter or Cab panel may or may not be a structural component(s) as per the vehicle manufacturer.



# Arbitration Policy

Effective Date: April 17, 2017

## 4. Arbitration Rules for Structural Damage, Alteration, Certified Repairs or Certified Replacement

- a. A vehicle may be arbitrated if it has undisclosed existing permanent damage alteration, Certified Repairs or Certified Replacement, which should have been disclosed under this policy, even though the vehicle is within the UVMS. If a structural issue is properly disclosed, the vehicle may only be arbitrated for improper repair of the designated area, existing permanent damage or repairs to other areas of the vehicle not disclosed, or for failure to be within the UVMS that was verified by visual inspection.
- b. Damaged or replaced radiator core supports or rear body panels do not require a structural disclosure under this policy.
- c. Damage to the aprons, rail floor pan assembly, inner wheelhouse (upper or lower), D pillar (if equipped) or other ancillary structural components on a unitized structure in the area where the radiator core support or rear body panel attaches will require a disclosure if permanent damage exists.
- d. Brazed exhaust hangers are not a required disclosure under this policy.
- e. Facilitating auction will, at its discretion, have a vehicle measured according to the UVMS at a facility of its choice. Prior to sending the vehicle for measurement, the auction reserves the right to complete a visual verification of the physical condition of the vehicle to determine that it should be measured. If the measuring facility determines that the vehicle is within the UVMS, the buyer of the vehicle will be responsible for the charges paid to the facility. Likewise, if the measuring facility determines that the vehicle is not within the UVMS, the seller will be responsible for the charges paid to the facility.
- f. Visual evidence supersedes any/all mechanical or electronic measurements.
- g. For measurements according to the UVMS, the following guidelines will apply:
  - i. The vehicle structure must measure to a total tolerance of no more than +/- 8 millimeters (mm) of published specification of length, width and height at control points that capture the front (2), center (4) and rear (2) sections of the vehicle.
  - ii. Symmetrically (comparative measure from side to side and point to point based on point measurement), the length, width and height must measure to a difference of no more than 6 mm. Upper body measurements (tram gauge) by themselves will not be adequate.
- h. Buyer must arbitrate any/all structural misrepresentations as outlined in this policy within published timelines (outlined in the main Arbitration Policy Guidelines) from date of purchase (purchase day counts as Day One).
- i. The buyer must contact and follow the arbitration process of the auction where the vehicle was purchased including the auction's direction for return of the vehicle and the timeframe allowed for the vehicle to be returned.
- j. In the event of improperly disclosed structural damage by the seller, the buyer will be entitled to reimbursement in accordance with the main Arbitration Policy.



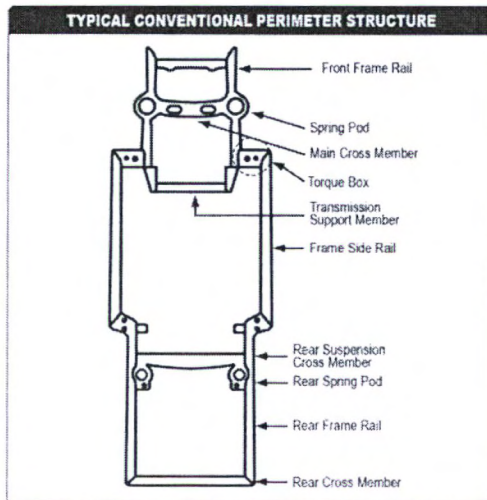
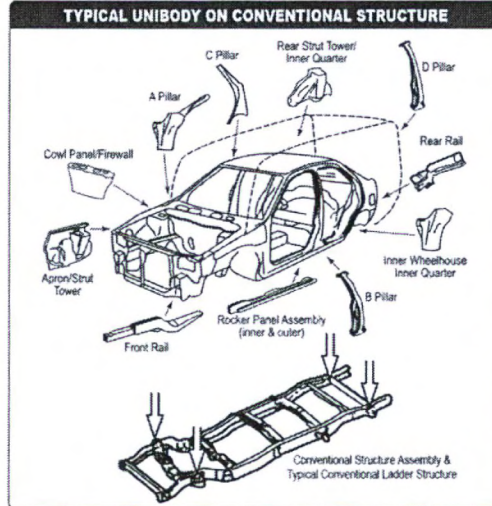
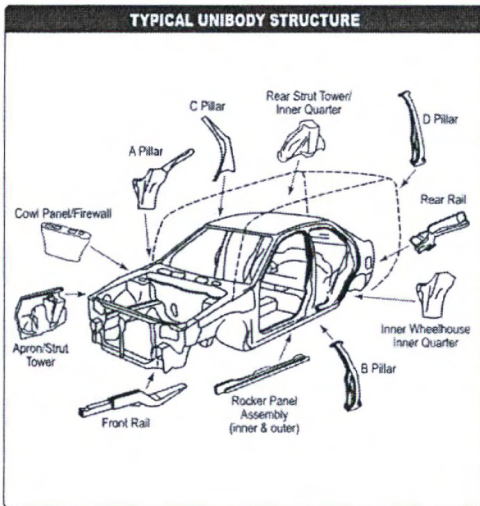
# Arbitration Policy

Effective Date: April 17, 2017

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Structural Components	Structural Damage Disclosure Requirement	
	Unibody	Unibody on Conventional Structure / Conventional Structure
1. Frame Rails (Including Front, Center and Rear Rails)	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	
2. Spring Pod, Torque Box or Stabilizer Mount	N/A	Existing Permanent Damage, Removed, Modified, Repaired or Replaced
3. Cross Members (Except Bolt-On)	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	
4. Apron Assembly	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	N/A
5. Strut Tower Assembly	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	N/A
6. Cowl Panel/Firewall	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	
7. Support Pillars (Includes A, B, C, D)	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	
8. Roof Braces/Bows	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	
9. Rocker Panel (Outer)	Replacement Only	N/A
10. Rocker Panel (Inner)	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	N/A
11. Floor/Trunk Panels	Tears 1" or More, Existing Permanent Damage, Removed, Modified, Repaired or Replaced Panels	
12. Quarter* or Cab* Panel	Replacement Only	
13. Inner Quarter Panel Assembly (Includes Inner Wheelhouse Panel, Rear Strut Tower, and Wheelhouse Extension Lower)	Existing Permanent Damage, Removed, Modified, Repaired or Replaced	N/A

\* Only Applies to Components Deemed Structural Per the Vehicle Manufacturer.



## IX. Flood,



# Arbitration Policy

Effective Date: April 17, 2017

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## Damage Policy

Vehicles are frequently exposed to moisture during their ordinary operation, maintenance, and reconditioning. Occasionally, such exposure may leave residual marks or indicators similar to those left by exposure or immersion of the vehicle in floodwater. In determining what conditions require disclosure or in arbitrating vehicles for flood exposure/damage it is critical that the total condition of the vehicle be considered including VIN data history. Disclosure requirements can be found in Appendix I.

### 1. Disclosure Not Required

No disclosure is required nor is arbitration allowed for the following types of water exposure, provided that none of the components outlined below are damaged:

- a. Rain, snow or sleet due to open windows, doors or tops or leaking seals.
- b. Car wash or rinse water.
- c. Carpet or upholstery shampooing or cleaning.
- d. Stream, pond, puddle or floodwater that does not rise above the rocker panel or otherwise enter the passenger compartment.
- e. Stream, pond, puddle or floodwater that enters the luggage compartment, but does not damage any electrical components (such as lighting or wiring harness) or does not enter the passenger compartment.

### 2. Disclosure Required

Disclosure is required and arbitration shall be allowed under the following conditions:

- a. The title has been correctly branded indicating flood history of the vehicle.
- b. Any of the following components have been damaged due to stream, pond, puddle or floodwater immersion/ingress:
  - i. Front or rear internal lighting or wiring harnesses
  - ii. Engine and its major components
  - iii. Transmission and differential
  - iv. Dash instrument panel and wiring
  - v. Passenger seat cushions
  - vi. Power seat functions or window motor
  - vii. Major sound system components

THIS IS NOT AN INVOICE

DOCUMENT NOT VALID FOR EXPORT

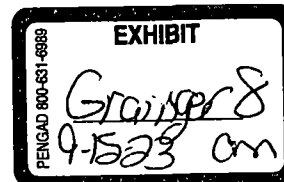
<p><b>05 MANHEIM</b>  <b>ARLINGTON</b>                  111 HARRY BYRD HWY                  ARLINGTON, SC 29532 US</p> <p>Please refer to the vehicle release for the pickup location</p>	<p><b>Sale Date</b>                  14-NOV-2019 13:13:45</p> <p><b>Yr Wk Ln Rn</b>                  2019-46-4-81</p> <p><b>Sale Type</b>                  In-Lane</p>	<p><b>Vehicle Purchase Price</b>                  \$ 21,000.00</p> <p><b>Sale Price</b>                  \$ 0.00</p> <hr/> <p><b>Final Sale Price</b>                  \$ 21,000.00</p>
<p><b>Vehicle Information</b>                  018 Nissan Titan                  CAB SV Gray Four Wheel Drive                  N6AA1C50JN508002</p> <p>Mileage: 44213 Miles 0</p> <p>License Plate No:</p> <p><b>Title Information</b>                  State: AZ Number: 1</p>		<p><b>Seller</b>                  GRAND STRAND NISSAN INC                  4701 HIGHWAY 501                  MYRTLE BEACH, SC 29579 US</p> <p>Seller Rep:  <i>Signature on file</i></p> <p><b>Buyer</b>                  GRAINGER HONDA                  1596 CHATHAM PKWY                  GARDEN CITY, GA 31408 US</p> <p>Buyer Rep: MCKENZIE, JAMES  <i>Signature on file</i></p>
<p><b>Vehicle Features</b>                  Hard Top                  Cylinder Engine                  AT                  Power Steering                  Cloth Seats</p> <p>Power Windows                  Cruise Control                  Driver Air Bag                  50 State</p>		<p><b>Auction Lights</b>                  GREEN Buyer protection to conditions</p> <p><b>Odometer Disclosure</b>                  Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.</p> <p>Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements &amp; Notes below.</p> <p><b>Announcements &amp; Notes</b></p>

EXHIBIT 3

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.  
 Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.  
 Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).  
 Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.  
 Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.  
 All terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.  
 This Bill of Sale is not an Invoice. Please refer to Invoices in your account on Manheim.com.

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14	GRAINGER, taken by counsel for the Defendant	15	
15	Grand Strand, pursuant to notice and agreement of	16	
16	counsel, before Celeste Mack, CCR, RPR, at Regus,	17	
17	100 Bull Street, Suite 200, Savannah, Georgia, on	18	
18	Friday, September 15, 2023, commencing at	19	
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9	Columbia, South Carolina 29211-1889	16	Grainger 13 Purchase Agreement 181
	(803) 779-3080	17	
10	mcaskey@hsblawfirm.com	18	
11	FOR GRAINGER COMPANIES, INC.	19	
	D/B/A GRAINGER HONDA:	20	
12	TURNER, PADGET, GRAHAM & LANEY, P.A.	21	
	William E. Lawson	22	
13	40 Calhoun Street, Suite 200	23	
	Charleston, South Carolina 29401	24	
14	(843) 576-2800	25	
	wlawson@turnerpadget.com		
15			
16			
17			
18			
19			
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23			
24			
25			

Page 5

1 DISCLOSURE STATEMENT  
2 STATE OF GEORGIA  
3 COUNTY OF CHATHAM  
4 Pursuant to Article 10.B of the Rules and  
5 Regulations of the Board of Court Reporting of  
6 the Judicial Council of Georgia, I make the  
7 following disclosure:  
8 I am a Georgia Certified Court Reporter.  
9 I am not disqualified for a relationship of  
10 interest under the provisions of O.C.G.A  
11 9-11-28(c).  
12 I am self-employed. I was contacted by  
13 Esquire Deposition Solutions to provide court  
14 reporting services for this proceeding.  
15 I will not be taking this proceeding under  
16 any contract that is prohibited by Georgia law.  
17 This, the 8th day of October 2023.  
18  
19  
20 \_\_\_\_\_  
21 Celeste Mack, CCR, RPR 2738  
22  
23  
24  
25

Page 6

1 (Whereupon, the following proceedings were  
2 had, to wit:  
3 WILLIAM GRAINGER,  
4 having been produced and first duly sworn as a  
5 witness, testified as follows:  
6 EXAMINATION  
7 BY MS. CASKEY:  
8 Q. Can you state your full name for the  
9 record.  
10 A. Bill Grainger.  
11 Q. And where do you live?  
12 A. I live in Savannah, Georgia.  
13 Q. Before we get started, we'll go over a  
14 few ground rules for the deposition. The first  
15 and maybe the most important rule is that the  
16 court reporter is trying to take down everything  
17 that we say, and so I need to let you finish your  
18 answers and you need to let me finish my  
19 questions before we answer each other; otherwise,  
20 we start talking over each other, okay?  
21 A. Okay.  
22 Q. And I'm going to assume if you answer a  
23 question that you understood it. So if you have  
24 any questions about it, you need to ask me before  
25 you answer, okay?

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1 A. Okay.  
2 Q. And if you can't hear me or need me to  
3 repeat anything, just let me know.  
4 A. Okay.  
5 Q. And lastly, if we take any breaks today,  
6 just know until we complete the deposition,  
7 anything that you speak about with your lawyer I  
8 can ask you about until the deposition is over,  
9 okay?  
10 A. Sure.  
11 Q. All right. I'm Mary Caskey. I'm here  
12 on behalf of Grand Strand. And to get started,  
13 I'm going to hand you a copy of what we've marked  
14 as Exhibit 1.  
15 (Exhibit 1 marked  
16 for identification.)  
17 BY MS. CASKEY:  
18 Q. And this is the notice of deposition of  
19 Grainger Companies, Inc. Have you reviewed this  
20 document before today?  
21 A. I did; I went over it yesterday.  
22 Q. Okay. And have you reviewed each of the  
23 topics to confirm that you're the appropriate  
24 person to testify about each topic?  
25 A. I have gone through it; and yes, all of

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1 these topics can start with me.  
2 Q. Okay. Well, are you able to -- you have  
3 knowledge about each of these topics?  
4 A. Yes.  
5 Q. Okay. What is your position within  
6 Grainger?  
7 A. I'm the owner.  
8 Q. Okay. And how long have you been the  
9 owner of the company?  
10 A. Oh, since '79.  
11 Q. Okay. And is that when the company was  
12 founded?  
13 A. That's when it started, yeah.  
14 Q. All right. And --  
15 A. Started as a corporation, started with a  
16 different name. Started as Grainger Toyota, but  
17 now it's Grainger Honda and that corporation  
18 moved forward.  
19 Q. Okay. And were you in the car business  
20 before you started this company?  
21 A. Yes.  
22 Q. And what -- in what capacity were you in  
23 the car business?  
24 A. Owner.  
25 Q. You were the owner? And what was the

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1 owner -- what was that company called?  
2 A. It was Grainger Toyota and Grainger Auto  
3 Parts before that.  
4 Q. Okay. When did those companies start?  
5 A. '77, '78.  
6 Q. Any -- any car business experience  
7 before 1978?  
8 A. My father was a Ford dealer, so I grew  
9 up sweeping floors.  
10 Q. Okay. Did you ever receive any formal  
11 training or was it all on-the-job training in the  
12 car business?  
13 A. On-the-job training.  
14 Q. Okay. And how many locations does  
15 Grainger have now?  
16 A. Four.  
17 Q. Okay. And where are those locations?  
18 A. Savannah, Beaufort, and Anderson.  
19 Q. And which brands do you -- are they all  
20 Hondas?  
21 A. Honda in Savannah, the other three are  
22 Nissan.  
23 MR. MOSKOS: I'm sorry, what were  
24 the locations? I have Savannah, Beaufort,  
25 Anderson. I thought there were four.

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1 THE WITNESS: Two in Savannah.  
2 MR. MOSKOS: Sorry.  
3 BY MS. CASKEY:  
4 Q. Are you the sole owner of the company?  
5 A. I am.  
6 Q. Okay. And what is your day-to-day  
7 responsibility for the company?  
8 A. Overseeing the day-to-day operations.  
9 Q. And which location do you currently work  
10 out of?  
11 A. Grainger Honda.  
12 Q. In Savannah?  
13 A. Yeah.  
14 Q. How long has that particular dealership  
15 been open?  
16 A. Since 19 -- 1998.  
17 Q. And have you lived in Savannah and been  
18 at that dealership since that time?  
19 A. Yeah.  
20 Q. Okay. Do you utilize a general manager  
21 for the Honda store?  
22 A. Do I what?  
23 Q. Do you utilize a general manager?  
24 A. I do.  
25 Q. And what is his name or her name?

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1 A. Mark Grainger.  
2 Q. Mark Grainger? And what's his  
3 relationship to you?  
4 A. He's my brother.  
5 Q. Okay. Is he responsible for just the  
6 Honda store?  
7 A. Yes.  
8 Q. What other managers does Grainger Honda  
9 have?  
10 A. All departments in the store have  
11 managers, so there's several.  
12 Q. Okay. Well, let's walk through 'em.  
13 You got a new car manager?  
14 A. New car manager.  
15 Q. Who is the used car manager?  
16 A. Who is the used car manager?  
17 Q. Ah-ha.  
18 A. That's Joey Grainger.  
19 Q. And what's his relationship to you?  
20 A. Brother.  
21 Q. Okay. What other managers are there?  
22 Parts manager?  
23 A. Parts manager, service manager.  
24 Q. Who is the parts manager?  
25 A. We don't have a parts manager per se

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1 right now.  
2 Q. Okay.  
3 A. We have a service and parts coordinator.  
4 Q. Is the service and parts coordinator  
5 involved in any decisions to purchase vehicles  
6 from auctions?  
7 A. Not unless I get him involved.  
8 Q. Okay. We'll come back to that.  
9 Who is the coordinator that you just  
10 described?  
11 A. Who is what?  
12 Q. Who is the service and parts  
13 coordinator?  
14 A. Brandon Wiggly.  
15 Q. How long has he been in that position?  
16 A. Five years.  
17 Q. How long has Joey Grainger been the used  
18 car manager?  
19 A. Twelve years.  
20 Q. All right. Does the finance department  
21 have a manager?  
22 A. Yes.  
23 Q. And what's that person's name?  
24 A. Effie.  
25 Q. Last name?

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1 A. Don't know.  
2 Q. Okay. Do you know about how long she's  
3 been there?  
4 A. Probably ten years.  
5 Q. Okay. Are there any other departments  
6 that I haven't listed that have a manager?  
7 A. No.  
8 Q. Okay. And the time period that we're  
9 going to be talking about is gonna be 2019 and  
10 2020, okay? That's the time period we're going  
11 to talk about. So when I ask questions about  
12 people or places, I'm talking about 2019, 2020.  
13 In 2019, who was primarily responsible  
14 for determining which auctions Grainger would  
15 participate in?  
16 A. I had to approve all the auctions.  
17 Q. Okay. Even deciding which auctions to  
18 go to and just visit?  
19 A. No, the gentleman that I have hired in  
20 those businesses has years of experience and I  
21 let them more or less work their own schedule.  
22 Q. Okay. Who -- in 2019, who were the  
23 individuals who would go to auctions on behalf of  
24 Grainger?  
25 A. Jamie McKenzie was primary person.

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1 Q. What is his title?  
2 A. Buyer.  
3 Q. How long has he been with the company?  
4 A. Four, five years.  
5 Q. And do you know what kind of experience  
6 he had before he came to Grainger?  
7 A. I've known him for 25 years and he's  
8 been in the automobile business the entire time  
9 I've known him.  
10 Q. Okay. And his role was buyer, that's  
11 his title?  
12 A. Ah-ha.  
13 Q. Oh, I forgot one instruction. We have  
14 to be sure to answer when you're answering yes or  
15 no, make sure you say yes or no and don't shake  
16 your head or nod because she can't take those  
17 down.  
18 A. Okay, you can train me.  
19 Q. It's human nature. It's human nature.  
20 A. You can train me.  
21 Q. So you said yes, correct?  
22 A. Yes.  
23 Q. And what all does that position entail?  
24 A. Buying automobiles.  
25 Q. From which sources?

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1 A. From where?  
2 Q. From which sources?  
3 A. Primarily auctions, but he'll also  
4 participate in pricing automobiles when a  
5 customer comes to the store and is trading in a  
6 used car, but that is not his primary job.  
7 Q. Okay. And how many hours per week does  
8 he work, roundabout.  
9 A. Don't know.  
10 Q. Don't know? Okay.  
11 Does he have any particular parameters  
12 for how many auctions he should attend or how  
13 many cars to buy?  
14 A. No.  
15 Q. Okay. How does he know on a given day  
16 what he's supposed to be doing that day?  
17 A. That's the way he makes a living, what  
18 he buys.  
19 Q. Okay.  
20 A. He gets paid for what he buys.  
21 Q. Okay. And he has to run those purchases  
22 directly through you?  
23 A. Through the company.  
24 Q. Does it go through you though?  
25 A. No.

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1 Q. Who does he report to?  
2 A. He would report -- at the time this  
3 happened, he would report to Mark Grainger who  
4 was the general manager, and Joey Grainger. I  
5 would say on a day-to-day basis, he would report  
6 to Joey Grainger. He is the used car  
7 coordinator.  
8 Q. Who are the other buyers that the  
9 company utilizes?  
10 A. Joey Grainger.  
11 Q. Anyone else?  
12 A. Those are the two primary.  
13 Q. Okay. What -- what guidance or training  
14 is given to the buyers about attending auctions  
15 and determining which vehicles to purchase?  
16 A. We don't have any type of formal book  
17 that you go by, it's on-the-job training. And  
18 both of these guys have over 35 years experience  
19 doing what they do.  
20 Q. Does Grainger have any procedure or  
21 policy about what type of research either of the  
22 buyers should do about a vehicle before they  
23 purchase a vehicle?  
24 A. You know, back when I was doing it, and  
25 that was a long time ago, we had to put a lot

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1 more time into it and we had to put a lot more  
2 research into it, but today you just punch a  
3 button and it all comes up on an app on the  
4 computer. Tells you everything you need to know.  
5 Q. And which app are you talking about?  
6 A. Don't know.  
7 Q. You don't have any knowledge or  
8 information?  
9 A. I can't give you the name of the app, I  
10 just know it's a used car app. We've used  
11 several through the years.  
12 Q. Do you know which one was used in 2020  
13 or 2019?  
14 A. No.  
15 Q. And what all information is supposed to  
16 come from that app?  
17 A. It will tell you the mileage of the car,  
18 and it gives you the price of the car as whether  
19 or not it's clean or average or rough. And then  
20 the experience kicks in and they have to  
21 determine where it falls in between there and how  
22 much money has to be spent on it.  
23 And when you get through reconditioning  
24 it, if you buy it and it's already not  
25 reconditioned, then how much you'll have in it

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1 and how much you should be able to sell it for.  
2 Q. Now, it tells you the price based on  
3 whether the vehicle is clean, rough, or average.  
4 Is that just based on the make and model, or is  
5 it specific to the VIN of the car?  
6 A. It's specific to the VIN on the car.  
7 Q. Okay. And --  
8 A. That car you could put -- any car today  
9 you can put the VIN in and it tells you  
10 everything about it.  
11 Q. Okay. And if it's specific to the VIN,  
12 do you know if it pulls any vehicle history  
13 reports like CARFAX or AutoCheck?  
14 A. Not on the VIN; not on the app we  
15 pulled.  
16 Q. Do you pull that separately?  
17 A. Yes.  
18 Q. Which program do you use?  
19 A. CARFAX.  
20 Q. Do you use AutoCheck at all?  
21 A. No.  
22 Q. Okay. How do the buyers pull the CARFAX  
23 report; physically how do they do it?  
24 A. They just enter it into the machine.  
25 Q. Do they do it at a computer at the

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1 dealership?  
2 A. They can basically do it anywhere.  
3 Q. So they can do it on their phones if  
4 they want?  
5 A. Yeah.  
6 Q. Okay. Does the dealership have any  
7 policy or procedure about printing out a CARFAX  
8 report?  
9 A. No, we run a CARFAX report on every  
10 vehicle.  
11 Q. What do you do with the CARFAX reports  
12 once they're run?  
13 A. If it becomes a deal, it follows the  
14 deal.  
15 Q. Well, in an auction situation, what does  
16 it require for it to become a deal?  
17 A. Buying it.  
18 Q. So if you buy it at auction, the policy  
19 is that the CARFAX should be printed?  
20 A. Yes.  
21 Q. Okay. Now, you said that Jamie is not  
22 given any real guidance on exactly how many cars  
23 to buy or which auctions to go to; is that right?  
24 A. That's correct.  
25 Q. Is the same true for Joey Grainger?

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1 A. That's correct.  
2 Q. Okay. Do you know approximately how  
3 many used cars are purchased through auction by  
4 Grainger each year?  
5 A. Probably 500 plus. Purchased outside of  
6 trade-ins, let's put it that way.  
7 Q. What are the other ways that Grainger  
8 would purchase a vehicle, other than trade-ins  
9 and auctions?  
10 A. People calling the dealership,  
11 automobiles that are advertised in the paper.  
12 Q. Okay.  
13 A. And auctions.  
14 Q. Okay. So it's primarily through  
15 auctions or non-trade-in purchases?  
16 A. That's correct.  
17 Q. Okay. So as far as the research for a  
18 particular vehicle is done, did Joey and Jamie,  
19 do they look at the auction website before they  
20 go or do they just show up at the auction and see  
21 what's there?  
22 A. You never know when you go to the  
23 auction which automobile you're going to buy, so  
24 all your research is done --  
25 Q. On site?

Create New...

Real Time Transaction  
1N6AA1C50JN508002

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Shortcut

- Calendar
- Unresolved Items

Recent Items

- 1N6AA1C50JN508002
- 05794248
- 05257630
- Debbie Hatcher
- Tyler Barnes
- Karen Downs
- Sharon Taylor
- Jonathan Reynolds
- Jeff Lewis
- 07974340

Recycle Bin

Activity History (2) | Real Time Transaction History (32)

Real Time Transaction Detail

Auction Name	Manheim Darlington	Seller Name	GRAND STRAND NISSAN INC
Auction Code	CAA1	Buyer Name	GRAINGER HONDA
Transaction Key	CAA1-2019460481	Buyer Rep Name	JAMES MCKENZIE
VIN#	1N6AA1C50JN508002		
Current Week Registration Flag	0		
Seller Bill To Universal	5001374		
Seller Bill To Name	GRAND STRAND NISSAN INC		
Seller Bill To Universal	GRAND STRAND NISSAN INC		

Sale Information

Vehicle Status	SF	Group Code	DLR
Received Date	10/29/2019	Seller Disclosure Link	
Stocked In Date		Seller Disclosure Flag	
Registered Date	11/14/2019	IF Sale	IF
Sale Date	11/14/2019	Work Order Number	5490190
Sold Date	11/14/2019	Unique Retrieval Id	11697616
Sale Year	2019	Vehicle Light	N
Sale #	46	Blue Light	0
Lane #	4	Green Light	1
Run #	81	Yellow Light	0
Block Crossed Time	11:14:27	Red Light	0
Channel	In-Lane	Inventory Status Code	Checked Out
Floor Price	\$23,000.00	Inventory Status Timestamp	11/16/2019 12:13 PM
Sales Price	\$21,000.00	Arbitration Date	11/22/2019
Regional MMR (Time of Listing)		Arbitration Status	Completed
Regional MMR (Time of Sale)		Arbitration Status Timestamp	12/18/2019 7:13 AM
Adjusted MMR (Time of Listing)		Removed From Lot Date	
Adjusted MMR (Time of Sale)		Floor Type	
Paid Status	PD		

Post Sales Inspection

Product Resolution	Passed	Product Status	Completed
Product Requested Date	11/14/2019	Product Status Timestamp	11/14/2019 6:52 AM
Product Inspection Type	FD	Product Fail Reason	

Vehicle Information

Model Year	2018	Vehicle Type	Passenger Vehicle
Make	Nissan	Inspection Date	10/29/2019
Model	Titan	ECR Link	<a href="http://insightcr.manheim.com/cr-display?condi...">http://insightcr.manheim.com/cr-display?condi...</a>
Body	Extended Cab Pickup	Condition Report Sent	
Miles	44,213	Condition Grade	4.3
Announcements		Post Recon CR Grade	
Title Status	Title Mailed	Pre Recon CR Grade	4.3
Title Status Timestamp	10/29/2019 6:52 AM	CR Inspector Alias	DUSTINH
Exterior Color	Gun Metallic	Remarks	

Seller And Buyer Information

FLNDR	N	Buyer ID	5002973
Seller ID	5001374	Buyer Universal	GRAINGER HONDA
Seller Universal	GRAND STRAND NISSAN INC	Buyer Universal	5002973
Seller Universal	5001374	Buyer Universal ID	5002973
Seller Universal ID	5001374	Buyer Rep Id	100009664
		Buyer Rep Id	100009664

Fees

Total Fees	\$490.00	Buy Fee	\$490.00
Sell Fee	\$125.00	Buyer Draft Fee	
Sell Title Fee		Buyer Cert Fee	
Sell Prime Fee		Buy Fee Other	
Sell Cert Fee		Buy Net	\$21,670.00
Sell Fee Other 1			
Sell Fee Other 2			
Sell Net	\$20,840.00		

Other Information

Manheim Invoice Number		Ready Auto Transportation Request Flag	
Total Tax	0.00	Ready Auto Delivery Date	
Total Net Amount	\$21,670.00	Ready Auto Arb Eligibility Expiration	
Total Advance Amount		Top Side Inspector	
Total Adjustment	\$180.00	Test Drive Inspector	
Balance Due			
PSI Inspector Alias			
Frame Inspector	JGARDNERS		

System Information

S 0039



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## Activity History

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## Real Time Transaction History

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Date	User	Connection	Action
1/9/2020 12:47 PM	<a href="#">Integration User Java</a>		Changed <b>Title Status</b> from Title Received at Auction to <b>Title Mailed</b> .
1/9/2020 8:54 AM	<a href="#">Integration User Java</a>		Changed <b>Title Status</b> from Information Not Available to <b>Title Received at Auction</b> .
12/18/2019 7:13 AM	<a href="#">Integration User Java</a>		Changed <b>Arbitration Status</b> from Initiated to <b>Completed</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Arbitration Status Timestamp</b> from 11/22/2019 7:17 AM to 12/18/2019 7:13 AM.
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Seller Name</b> from INVALID SELLER to <b>GRAND STRAND NISSAN INC</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Seller Name</b> from GRAND STRAND NISSAN INC to <b>INVALID SELLER</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Seller Name</b> from INVALID SELLER to <b>GRAND STRAND NISSAN INC</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Arbitration Date</b> to 11/22/2019.
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Seller Name</b> from GRAND STRAND NISSAN INC to <b>INVALID SELLER</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Arbitration Status</b> to <b>Initiated</b> .
11/22/2019 7:17 AM	<a href="#">Integration User Java</a>		Changed <b>Arbitration Status Timestamp</b> to 11/22/2019 7:17 AM.
11/17/2019 12:01 AM	<a href="#">Integration User Java</a>		Changed <b>Inventory Status Code</b> from At Auction to <b>Checked Out</b> .
11/14/2019 11:52 AM	<a href="#">Integration User Java</a>		Changed <b>Product Resolution</b> from Requested to <b>Passed</b> .
11/14/2019 11:52 AM	<a href="#">Integration User Java</a>		Changed <b>Product Status</b> from Requested to <b>Completed</b> .
11/14/2019 11:52 AM	<a href="#">Integration User Java</a>		Changed <b>Product Status Timestamp</b> from 11/14/2019 5:13 AM to 11/14/2019 6:52 AM.
11/14/2019 11:49 AM	<a href="#">Integration User Java</a>		Changed <b>Vehicle Status</b> from SS to <b>SF</b> .
11/14/2019 10:13 AM	<a href="#">Integration User Java</a>		Changed <b>Product Resolution</b> to <b>Requested</b> .
11/14/2019 10:13 AM	<a href="#">Integration User Java</a>		Changed <b>Product Status</b> to <b>Requested</b> .
11/14/2019 10:13 AM	<a href="#">Integration User Java</a>		Changed <b>Product Status Timestamp</b> to 11/14/2019 5:13 AM.
11/14/2019 10:13 AM	<a href="#">Integration User Java</a>		Changed <b>Vehicle Status</b> from SR to <b>SS</b> .
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Title Status</b> to <b>Information Not Available</b> .
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Title Status Timestamp</b> to 10/29/2019 6:52 AM.
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Buyer Rep Name</b> to <b>JAMES MCKENZIE</b> .
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Sold Date</b> to 11/14/2019.
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Sales Price</b> to <b>\$21,000.00</b> .
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Sale Date</b> to 11/14/2019.
11/14/2019 8:14 AM	<a href="#">Integration User Java</a>		Changed <b>Buyer Name</b> to <b>GRAINGER HONDA</b> .
11/11/2019 12:39 PM	<a href="#">Integration User Java</a>		Changed <b>Vehicle Status</b> from SP to <b>SR</b> .
11/11/2019 12:39 PM	<a href="#">Integration User Java</a>		Changed <b>Inventory Status Code</b> from In Transit to <b>At Auction</b> .
11/11/2019 12:39 PM	<a href="#">Integration User Java</a>		Changed <b>VIN#</b> from a101Y00000KuQ6O to <b>1N6AA1C50JN508002</b> .
11/11/2019 12:29 PM	<a href="#">Integration User Java</a>		Changed <b>VIN#</b> to <b>a101Y00000KuQ6O</b> .
11/11/2019 12:29 PM	<a href="#">Integration User Java</a>		Created.

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### Case 05257630

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#### Shortcut

- Calendar
- Unresolved Items

#### Recent Items

- 05257630
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- Tyler Barnes
- Karen Downs
- Sharon Taylor
- Jonathan Reynolds
- Jeff Lewis
- 07974340
- 08204528

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**Michael Hayden** closed this case as Closed.  
 Comment Like December 18, 2019 at 7:13 AM

**Michael Hayden** changed Case Owner from Tonya Hall to Michael Hayden.  
 Comment Like December 18, 2019 at 7:12 AM

**Michael Hayden** to Manheim Only posted a comment.  
 spoke to Marcus he is going to see if he can find out what shop done the repair for me but he does not want to take the truck back now because the value has dropped since the sale.  
 Comment Like December 18, 2019 at 7:10 AM

**Michael Hayden** to Manheim Only posted a comment.  
 Called Marcus the seller and left him a voicemail to call me back.  
 Comment Like December 17, 2019 at 7:04 AM

**Tonya Hall** changed Case Owner from Manheim Darlington Arb to Tonya Hall.  
 Comment Like December 11, 2019 at 10:40 AM

**Michael Hayden** to Manheim Only posted a comment.  
 contacted Autocheck and opened up a case through experian to see if we can remove structural damage from the Autocheck.  
 Comment Like December 5, 2019 at 7:36 AM

**Michael Hayden** to Manheim Only posted a comment.  
 called jame the buyer and explained that we cant find any structural damage on this unit BB he wants to rerun the unit here or see if we can get the autocheck corrected.  
 Comment Like December 4, 2019 at 12:55 PM

**Michael Hayden** to Manheim Only posted a comment.  
 Called James the buyer for an update on this truck but he is in the hospital an i explained i would reach back out to him next week.  
 Comment Like November 26, 2019 at 6:46 AM

**Michael Hayden** to Manheim Only posted a comment.  
 Called the seller Marcus and made him aware that the unit has been put into arbitration for structural damage.  
 Comment Like November 22, 2019 at 7:25 AM

**Michael Hayden** to Manheim Only posted a comment.  
 spoke to James the buyer and explained that the unit cant be arbitrated off from autocheck he has to actually find structural damage. he is going to check the unit and let me know what is found.  
 Comment Like November 22, 2019 at 7:21 AM

**Michael Hayden** changed Case Owner from Michael Hayden to Manheim Darlington Arb.  
 Comment Like November 22, 2019 at 7:17 AM

Back to List: Cases

Case History (8) | Open Activities (0) | Activity History (0) | Case Comments (2) | Attachments (0) | Approval History (0)

#### Case Detail

Edit Take Ownership Transaction Details

S 0041

ELECTRONICALLY FILED - 2020 Nov 29 2:39 PM - HARRY COMMONPLEAS CASE#20220CP2600964

Custom Links [AutoCheck Link](#)  
[RepairPal Link](#)  
[Arb Reporting](#)

[CarFax Link](#)  
[BATNA](#)  
[NHTSA Recall Link](#)

[QVE Link](#)  
[Policies](#)

Discovery

Payment has been made on this transaction, contact front office to pull the check.

Operating Location	Manheim Darlington	Case Owner	<a href="#">Michael Hayden (Change)</a>
Purchase Market		Linked Real Time Transaction	<a href="#">1N6AA1C50JN508002</a>
Current Vehicle Location	At Buyer's Dealership	Case Origin	Walk In
Other Location		Case Number	05257630
Return to Location		Vehicle Status	SF
Current Vehicle Mileage		National MMR (Time of Sale)	
Sale Date	11/14/2019	Sale Price	\$21,000.00
Arbitration Date	11/22/2019	Floor Type	
Model Year	2018	Channel	In-Lane
Make	Nissan	Red Light	0
Model	Titan	Green Light	1
Body	Extended Cab Pickup	Yellow Light	0
Miles	44,213	Blue Light	0
VIN	1N6AA1C50JN508002	Work Order	5490190
Sale #	46	CR Inspector Alias	DUSTINH
Lane #	4	SD Link	
Run #	81	Ready Auto Transportation Request Flag	
DealShield Product		Ready Auto Delivery Date	
DealShield Status		Ready Auto Arb Eligibility Expiration	
Product Type	FD	Status Summary	12/11 structural still on AutoCheck
Frame Inspector	JGARDNER5	Remarks	
Top Side Inspector		Notes	
Test Drive Inspector			
Product Resolution	Passed		
Product Fail Reason			

Primary Claim Details

Buyer Claim Description	frame damage	Primary Estimated Amount	
Primary Claim Category		Primary Category Amount	\$0.00
		Primary Within Time Limit Per NAAA	Y

Secondary Claim Details

Secondary Claim Category		Secondary Estimated Amount	
Secondary Claim Condition		Secondary Claim Valid Per NAAA	
		Secondary Within Time Limit per NAAA	

Manheim Express

ManEx Upload Type		Concierge	
ManEx Channel		CR Link	<a href="http://insightcr.manheim.com/cr-display?condi...">http://insightcr.manheim.com/cr-display?condi...</a>
Inspection Source		Digital Provider Name	

Buyer/Seller Details

Buyer Universal	<a href="#">GRAINGER HONDA</a>	Seller Bill To Universal Id	5001374
Buyer Universal Id	5002973	Seller Universal	<a href="#">GRAND STRAND NISSAN INC</a>
Rolling 12 Month Purchases	55	Seller Universal Id	5001374
Rolling 12 Month Buyer Claims	4	Rolling 12 Month Sales	42
Rolling 12 Month Buyer Arbitration Rate	7.27%	Rolling 12 Month Seller Claims	3
		Rolling 12 Month Seller Arbitration Rate	7.14%
Buyer Rep	<a href="#">JAMES MCKENZIE</a>		
Buyer Rep Id	100009664		
Email			

Decision

Disposition	BB	Financial Adjustment Status	
Adjustment Type	Invalid Claim	Total Adjustment Amount	\$0.00
Responsible Party	Buyer	Resolution Amount	\$21,000.00
Primary Claim Condition			
Clear Line of Sight to Title			

Inherited Vehicle Details

Gain/Loss on Resale \$0.00

Additional Information

Contact Name  
Description

System Information - Do Not Change

Created By	<a href="#">Michael Hayden</a> 11/22/2019 7:17 AM	Last Modified By	<a href="#">Integration Oracle</a> 12/18/2019 7:13 AM
Status	Closed	Subject	
Auto IMS Posted Date		Priority	Medium
Transaction Id	a101Y00000KuQ6OQAV		

[Edit](#) [Take Ownership](#) [Transaction Details](#)

Case History

Date	User	Connection	S 0042
------	------	------------	--------

12/18/2019 7:13 AM	<a href="#">Michael Hayden</a>	Changed <b>Status</b> from Pending to <b>Closed</b> .
		Changed <b>Adjustment Type</b> to <b>Invalid Claim</b> .
12/18/2019 7:12 AM	<a href="#">Michael Hayden</a>	Changed <b>Case Owner</b> from Tonya Hall to <b>Michael Hayden</b> .
12/11/2019 10:40 AM	<a href="#">Tonya Hall</a>	Changed <b>Case Owner</b> from Manheim Darlington Arb to <b>Tonya Hall</b> .
11/22/2019 7:17 AM	<a href="#">Michael Hayden</a>	Changed <b>Linked Real Time Transaction</b> to <b>1N6AA1C50JN508002</b> .
		Changed <b>Purchase Location</b> to <b>Manheim Darlington</b> .
		Changed <b>Case Owner</b> from Michael Hayden to <b>Manheim Darlington Arb</b> .
		Created.

**Open Activities** [New Task](#) [New Event](#)

No records to display

**Activity History** [Log a Call](#) [Mail Merge](#) [Send An Email](#)

No records to display

**Case Comments** [New](#)

Action	Public	Comment
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (12/18/2019 7:10 AM)</b> spoke to Marcus he is going to see if he can find out what shop done the repair for me but he does not want to take the truck back now because the value has dropped since the sale.
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (12/17/2019 7:04 AM)</b> Called Marcus the seller and left him a voicemail to call me back
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (12/5/2019 7:36 AM)</b> contacted Autocheck and opened up a case through experian to see if we can remove structural damage from the Autocheck
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (12/4/2019 12:55 PM)</b> called jamie the buyer and explained that we cant find any structural damage on this unit.BB he wants to rerun the unit here or see if we can get the autocheck corrected.
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (11/26/2019 6:46 AM)</b> Called James the buyer for an update on this truck but he is in the hospital an i explained i would reach back out to him next week
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (11/22/2019 7:25 AM)</b> Called the seller Marcus and made him aware that the unit has been put into arbitration for structural damage
<a href="#">Make Public</a>		<b>Created By: <a href="#">Michael Hayden</a> (11/22/2019 7:21 AM)</b> spoke to James the buyer and explained that the unit cant be arbitrated off from autocheck he has to actually find structural damage. he is going to check the unit and let me know what is found

**Attachments**

No records to display

**Approval History** [Submit for Approval](#)

No records to display

[^ Back To Top](#)

Always show me fewer ▲ / ▼ more records per related list



Terms and Conditions

DMSIMON1 | Thursday 10, February 2022 4:28 PM EST

Representative ID	Representative Name	Account #	Account Name	Dealer Representative Status	Accepted Version of T&C	Date Accepted	Current T&C Version	Source
100009664	JAMES WILLIAM MCKENZIE	5002973	GRAINGER HONDA	Active	3.0	Nov 14, 2021 3:55:30 AM	3.0	ove.com
100009664	JAMES WILLIAM MCKENZIE	5002973	GRAINGER HONDA	Active	2.0	Nov 3, 2020 4:20:00 PM	3.0	Manheim.com
100009664	JAMES WILLIAM MCKENZIE	5002973	GRAINGER HONDA	Active	1.8	Jan 28, 2020 7:36:27 PM	3.0	ove.com
100009664	JAMES WILLIAM MCKENZIE	5002973	GRAINGER HONDA	Active	1.7	Aug 31, 2018 10:24:43 PM	3.0	OVE.com

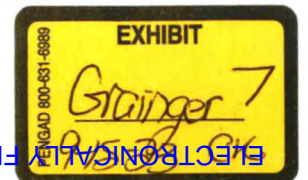
Report Filters

Representative ID: 100009664

Account Number: 5002973

S 0044

\*Highlighted accounts are active accounts that have not yet accepted the current T&Cs



## Steve Moskos

---

**From:** Anderson, Jennifer <Anderson.Jennifer@horrycountysc.gov>  
**Sent:** Wednesday, March 13, 2024 10:50 AM  
**To:** Caskey, Mary  
**Cc:** Lawson, William E.; Steve Moskos  
**Subject:** RE: Target Motors v. Grand Strand; motion withdrawn (3/20/2024 roster)

I will mark this motion. Thank you!

---

**From:** Caskey, Mary <mcaskey@hsblawfirm.com>  
**Sent:** Wednesday, March 13, 2024 10:23 AM  
**To:** Anderson, Jennifer <Anderson.Jennifer@horrycountysc.gov>  
**Cc:** Lawson, William E. <WLawson@TurnerPadget.com>; Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: Target Motors v. Grand Strand; motion withdrawn (3/20/2024 roster)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[My apologies – Case 2022CP2600861.](#)



**Mary M. Caskey** | Attorney  
Certified Specialist in Bankruptcy and Debtor-Creditor Law  
Direct 803.540.7870 | [mcaskey@hsblawfirm.com](mailto:mcaskey@hsblawfirm.com)

Haynsworth Sinkler Boyd, P.A.  
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Main 803.779.3080 | Fax 803.765.1243

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

---

**From:** Anderson, Jennifer <[Anderson.Jennifer@horrycountysc.gov](mailto:Anderson.Jennifer@horrycountysc.gov)>  
**Sent:** Wednesday, March 13, 2024 10:22 AM  
**To:** Caskey, Mary <[mcaskey@hsblawfirm.com](mailto:mcaskey@hsblawfirm.com)>  
**Cc:** Lawson, William E. <[WLawson@TurnerPadget.com](mailto:WLawson@TurnerPadget.com)>; Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: Target Motors v. Grand Strand; motion withdrawn (3/20/2024 roster)

What is the case number please?

---

**From:** Caskey, Mary <[mcaskey@hsblawfirm.com](mailto:mcaskey@hsblawfirm.com)>  
**Sent:** Wednesday, March 13, 2024 10:20 AM  
**To:** Anderson, Jennifer <[Anderson.Jennifer@horrycountysc.gov](mailto:Anderson.Jennifer@horrycountysc.gov)>  
**Cc:** Lawson, William E. <[WLawson@TurnerPadget.com](mailto:WLawson@TurnerPadget.com)>; Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** Target Motors v. Grand Strand; motion withdrawn (3/20/2024 roster)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ms. Anderson: I represent Grand Strand Nissan in the above-referenced case, and a hearing on Grand Strand's Motion for Summary Judgment as to co-defendant Grainger is scheduled for 3/20/2024. Please accept this as notice that Grand Strand is withdrawing the motion for summary judgment without prejudice.

Please let me know if any other information is needed.

Thank you,  
Mary



**Mary M. Caskey** | Attorney  
Certified Specialist in Bankruptcy and Debtor-Creditor Law  
Direct 803.540.7870 | [mcaskey@hsblawfirm.com](mailto:mcaskey@hsblawfirm.com)

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