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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III, Circuit Court Judge

Circuit Court Case No. 2006-CP-02-1230

Heather Herron, Natalie Armstrong, Michael Ritz, Julie Freeman, Christine Watts, Alison Dannert, Michael Blease, Michael Watts, individually and for the benefit of all car buyers who paid "administrative fees" as described below to Defendants, ... Respondents,

v.

Century BMW d/b/a Sonic Automotive; Dick Dyer & Associates, Inc.; Galeana Chrysler Plymouth, Inc., a/k/a Galeana Chrysler Jeep, Inc.; J.L.H. Investments LP a/k/a Hendrick Honda; Overland, Inc., d/b/a Land Rover of Columbia; Taylor Toyota a/k/a Taylor Investments, and Toyota of Greenville, Inc., ... Defendants

OF WHOM

Century BMW d/b/a Sonic Automotive is the Appellant.

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Volume III

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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF AIKEN

HERRON, et al.,

Plaintiffs,

Case No.

2006-CP-02-1230

vs.

DICK DYER & ASSOCIATES, INC., et al,

Defendants.

DEPOSITION OF: CHRISTINE WATTS

DATE: January 29, 2008

TIME: 5:15 p.m.

LOCATION: LEATHERWOOD WALKER TODD & MANN, P.C.
300 East McBee Avenue, Suite 500
Greenville, South Carolina

TAKEN BY: Counsel for Defendant,
CENTURY BMW

REPORTED BY: KATHY P. TAYLOR,
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ALSO PRESENT:

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ALISON DANNERT, Paralegal

STIPULATION

It is stipulated by and between Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent does not waive reading and signing of this deposition.

* * * * *

CHRISTINE WATTS,

being first duly sworn, testified as follows:

EXAMINATION

BY MR. BLACK:

Q. Good evening, Ms. Watts. Could you state your name and your address for the record, please.

A. Christine Watts. And my address is 3729 Harwick, H-A-R-W-I-C-K, Place, Charlotte, North Carolina 28211.

Q. And we haven't met before, but my name is Dennis Black. I'm an attorney from a law firm called Williams & Connolly. And you understand I represent Century BMW and some other car dealerships in this dispute?

A. Okay. Yes, I do.

1 Q. Okay. And the other people sitting here
2 also represent -- at least on this side of the
3 table -- also represent Century BMW, until you get
4 to the guy at the end, who represents some other
5 dealerships. And I take it you know your own
6 counsel.

7 A. Yes, sir.

8 Q. (Pointing) And he represents some car
9 dealerships, too.

10 A. Okay.

11 Q. So just so you know who everyone is.
12 Have you ever had your deposition taken
13 before?

14 A. I have not.

15 Q. Okay. Let me give you a couple of ground
16 rules. I'll be asking a bunch of questions.
17 Hopefully you'll be answering them. Try to answer
18 them aloud and with words.

19 A. Okay.

20 Q. Because the court reporter here is trying
21 to take everything down, and she can't take down
22 gestures and nods and shakes and shrugs. Is that
23 acceptable?

24 A. Yes.

25 Q. And if you say -- if you nod or shake your

1 head, one of us may say, is that a yes or is that a
2 no.

3 A. Okay.

4 Q. We're not trying to be rude; we're just
5 trying to keep a clear record.

6 (Ms. Chapman entered the deposition.)

7 BY MR. BLACK:

8 Q. The -- also try and avoid uh-huh and
9 huh-uh, because they look garbled on the transcript.

10 A. Yes.

11 Q. If you could try and let me finish my
12 questions before you jump in with your answers, that
13 will help keep a clean record, also; and I'll try
14 and give you the same courtesy of letting you finish
15 your answers before I jump in with another question.
16 Is that acceptable?

17 A. Yes.

18 Q. If I ask any garbled questions, as I'm
19 prone to do from time to time, please, if you don't
20 understand it, ask me to rephrase the question or
21 tell me that you don't understand it. And the rules
22 here in South Carolina require you to direct any
23 requests for clarification to me and not to your own
24 counsel. Is that acceptable?

25 A. Yes, I understand.

1 Q. And the rules also require that you not
2 talk with your counsel about the deposition or the
3 case while we're going on with the deposition. Is
4 that acceptable?

5 A. I understand.

6 Q. Okay. What, if anything, did you do to
7 prepare for your deposition?

8 A. I had a meeting with my lawyers.

9 Q. Okay. And who was present for that
10 meeting?

11 A. Melanie and Brady.

12 Q. Anyone else?

13 A. My father, Mike Watts.

14 Q. Was that Friday -- Sunday night?

15 A. Yes.

16 Q. And how long approximately did the meeting
17 last?

18 A. Maybe an hour.

19 Q. The -- and then as you were driving home
20 from the meeting, did you have a chance to have a
21 further discussion with your father about the
22 deposition?

23 A. We did not talk about that on the way home.

24 Q. Since you -- since Sunday night, have you
25 talked to anyone else in preparation for your

1 deposition?

2 A. I talked to Melanie and Brady before I came
3 today.

4 Q. Okay. Did you have a chance to talk to
5 your father after he was finished with his
6 deposition today?

7 A. Yes.

8 Q. And when was that?

9 A. Maybe lunchtime.

10 Q. Okay. And was it in person or on the
11 phone?

12 A. It was just on the phone.

13 Q. Okay. And who called who?

14 A. I called my father to ask him how long it
15 would take.

16 Q. All right. And what did he tell you?

17 A. Two hours.

18 Q. Okay. Hopefully, since we got some
19 information from him this morning, we won't have to
20 repeat it with you, and we'll be even quicker. Did
21 he tell you anything about the questions that were
22 asked at the deposition?

23 A. No, he did not.

24 Q. Aside from the length of the deposition,
25 did you have any other discussions about the

1 deposition with him?

2 A. No.

3 Q. Other than Melanie and your father today,
4 did you -- have you talked to anyone else in
5 preparation for your deposition?

6 A. Just my boss, that I had to go to the
7 deposition.

8 Q. Okay. Could you describe for us your
9 educational background since high school?

10 A. I have a bachelor's and a master's degree
11 in accounting.

12 Q. And what year did you get your bachelor's?

13 A. '03, 2003.

14 Q. And from what school?

15 A. College of Charleston.

16 Q. And from what school did you get your
17 master's?

18 A. College of Charleston.

19 Q. And what year was that?

20 A. 2005.

21 Q. And you said that was in accounting?

22 A. Accounting.

23 Q. And any subspecialty or -- in accounting?

24 A. No.

25 Q. Since getting your master's in 2005, have

1 you pursued any other studies?

2 A. Please rephrase.

3 Q. Since -- have you done any further
4 schooling since 2005, when you got your master's?

5 A. Only accounting-related.

6 Q. So you're continuing to study accounting?

7 A. Yes, sir.

8 Q. Okay. Are you going for a Ph.D. or --

9 A. No, I -- you have to do it for -- to get a
10 CPA.

11 Q. Okay. And have you received -- do you have
12 a CPA?

13 A. No.

14 Q. What's the stages in getting a CPA?

15 A. I can sit for the CPA, but I have to have a
16 certain number of hours before -- accounting
17 experience before I can actually get my license.

18 Q. Okay. And how far along in that process
19 are you?

20 A. Getting pretty close.

21 Q. Okay. So have you scheduled to take the
22 exam?

23 A. I have not. I filled out the application.

24 Q. The -- where have you -- did you work at
25 all when you were at the College of Charleston?

1 A. I did not work at College of Charleston.

2 Q. Okay. And is that true through your
3 master's degree?

4 A. Between my undergraduate and graduate, I
5 had an internship with PriceWaterhouseCoopers.

6 Q. And where was that?

7 A. In Spartanburg, South Carolina.

8 Q. And what was involved in the internship?

9 A. Audit work.

10 Q. So that would have been in 2003?

11 A. 2004.

12 Q. And then while you were -- how long did it
13 take to get a master's degree?

14 A. Just one year.

15 Q. Okay. And were you working while you were
16 studying for your master's?

17 A. I was not.

18 Q. Okay. The -- we learned from your father
19 this morning that -- I'm sorry, I forget Melanie's
20 last name -- you're Melanie's former roommate?

21 A. Yes, I am.

22 Q. And what is Melanie's last name?

23 A. Blease.

24 Q. What?

25 A. Blease.

1 Q. Please. And when were you Melanie's
2 roommate?

3 A. Undergraduate, 2002 and -3.

4 Q. And not thereafter?

5 A. Not thereafter.

6 Q. Okay. Have you remained friends with
7 Melanie thereafter?

8 A. Yes, I have.

9 Q. Up until today?

10 A. Yes.

11 Q. Since you got your -- what month did you
12 get your master's in 2005?

13 A. August.

14 Q. August. And since you got your master's,
15 have you become employed?

16 A. Yes. I worked for PriceWaterhouseCoopers
17 until June of this year.

18 Q. June of last year?

19 A. This -- yeah, last year.

20 Q. And so when did you start with
21 PriceWaterhouseCoopers?

22 A. 2005.

23 Q. Immediately upon graduating in August?

24 A. In -- September 1st.

25 Q. And what position did you take?

1 A. Audit associate.

2 Q. And what were your job responsibilities?

3 A. Handling client relationships, performing
4 audits of all types of nature.

5 Q. Were you focused in any particular industry
6 or business?

7 A. Manufacturing.

8 Q. And were you an audit associate throughout
9 your tenure at PriceWaterhouseCoopers?

10 A. I was.

11 Q. Okay. And you -- you left in June of 2007?

12 A. Yes.

13 Q. And did you take another position in June
14 of 2007?

15 A. I started July 1st with Dixon Hughes.

16 Q. And what is Dixon Hughes?

17 A. It is a regional accounting firm.

18 Q. And is that in Charlotte, North Carolina?

19 A. Yes, sir.

20 Q. And what position did you take in July
21 of 2007 with Dixon Hughes?

22 A. Audit associate.

23 Q. And do you focus on any type of business or
24 industry?

25 A. Manufacturing and non-profit.

1 Q. And do you remain an audit associate today?

2 A. I do.

3 Q. Does PriceWaterhouseCoopers have its
4 employees sign arbitration agreements when they
5 become employed?

6 A. Not to my knowledge, no.

7 Q. Do you know if you signed an arbitration
8 agreement with PriceWaterhouseCoopers?

9 A. Not that I'm aware of, no.

10 Q. Same question for Dixon Hughes; do they
11 have you sign an arbitration agreement?

12 A. No.

13 Q. Your father told us this morning you were
14 introduced to the lawyers that are now representing
15 you through your friend, Melanie.

16 A. That is correct.

17 Q. Do you recall when you first talked to
18 Melanie about this case?

19 A. I do not remember.

20 Q. Do you know how long it was in advance of
21 the case being filed?

22 A. I do not know.

23 Q. In your discussions with Melanie prior to
24 your retaining counsel, did the subject of your
25 having signed an arbitration agreement with Century

1 BMW come up?

2 A. No.

3 Q. In your conversations with anyone other
4 than counsel and their staff prior to your -- the
5 lawsuit being filed, did you discuss the fact that
6 you had signed an arbitration agreement with Century
7 BMW?

8 A. No.

9 Q. How many vehicles have you been the primary
10 driver of in your life?

11 A. Four.

12 Q. And what was the first one?

13 A. Ford Ranger.

14 Q. And when did you become the primary driver
15 of that vehicle?

16 A. When I was 15.

17 Q. So that would be what, approximately what
18 year?

19 A. '95.

20 Q. And did your family own that vehicle before
21 you became the primary driver of it?

22 A. Yes.

23 Q. Okay. Were you present when the vehicle
24 was purchased?

25 A. No.

1 Q. Prior to owning that -- driving that
2 vehicle, had you ever been present when anyone
3 purchased a car from a car dealership?

4 A. No.

5 Q. After the Ford Ranger, what was the next
6 vehicle you were the primary driver of?

7 A. Toyota Celica.

8 Q. And how many years later was that?

9 A. One year.

10 Q. And did your family own that car before you
11 became the primary driver?

12 A. No.

13 Q. Was it purchased for you?

14 A. Yes.

15 Q. Was it a new or used vehicle?

16 A. Used.

17 Q. Used. Who paid for it?

18 A. My parents, Mike and Phyllis Watts.

19 Q. Were you involved in choosing it?

20 A. Yes.

21 Q. Was it purchased at a car dealership?

22 A. Yes.

23 Q. Do you remember which one?

24 A. No.

25 Q. Were you present when the car was

1 purchased?

2 A. No.

3 Q. Did your -- who was -- who was primarily
4 involved in the back and forth with the dealership
5 on the purchase?

6 A. My father, Mike Watts.

7 Q. And did he negotiate the price of the
8 vehicle?

9 A. I have no idea.

10 Q. Okay. So you weren't there at all.

11 A. No, sir.

12 Q. Okay. What was the next vehicle that you
13 became the --

14 A. Ford Mustang.

15 Q. And when was that?

16 A. A year after the Celica.

17 Q. So now you're 17?

18 A. Uh-huh.

19 Q. Okay. And did you own that -- was that
20 vehicle owned by your family prior to you becoming
21 primary driver?

22 A. No.

23 Q. What happened to the Celica?

24 A. I just didn't like it.

25 Q. Okay. So it was -- so the Ford Mustang was

1 purchased from a car dealership?

2 A. Yes.

3 Q. And were you present when it was purchased?

4 A. Yes.

5 Q. And did you take part in any negotiations?

6 A. No.

7 Q. Did your father?

8 A. Yes.

9 Q. And did he -- were you present when he
10 negotiated the price of the vehicle?

11 A. Yes.

12 Q. Okay. How long -- how long did that take,
13 if you recall?

14 A. I don't remember.

15 Q. Were you a co-owner of any of the vehicles
16 we've discussed so far --

17 A. No.

18 Q. -- the Ranger, the Celica, or the Mustang?
19 So they were all in your father's name, and
20 mother's, maybe?

21 A. Yes.

22 Q. So I take it you didn't sign any paperwork
23 associated with those vehicles?

24 A. No.

25 Q. How long did you -- were you the primary

1 driver of the Mustang?

2 A. Three years.

3 Q. And is that when you got the Montero?

4 A. Yes.

5 Q. The -- was the Montero purchased at a car
6 dealership?

7 A. No.

8 Q. Okay. Where was the Montero purchased
9 from?

10 A. A family friend.

11 Q. And who purchased it?

12 A. Mike Watts.

13 Q. And what did you do with the Mustang?

14 A. Sold it.

15 Q. Just in a private sale?

16 A. Private sale.

17 Q. And you were the primary driver of the
18 Montero up until you got the Z-4?

19 A. Yes.

20 Q. Aside from the transaction at Century BMW
21 when you purchased the Z-4, had you ever signed an
22 arbitration agreement before?

23 A. No.

24 Q. Had you ever before been requested to sign
25 an arbitration agreement and refused for whatever

1 reason?

2 A. No.

3 Q. At the time you were in Century BMW buying
4 the Z-4, did you have an understanding what
5 arbitration is?

6 A. No.

7 Q. So I take it at the time, you didn't have a
8 view whether it was a good thing or a bad thing.

9 A. No.

10 Q. No, I'm -- no, I'm wrong, or no, you didn't
11 have a view?

12 A. No, I didn't have a view of -- I didn't
13 really know what it was, so no, I didn't have a view
14 of it.

15 Q. Okay. Up until today, have you ever
16 participated in arbitration in any capacity, as a
17 witness or a party or anything like that?

18 A. No.

19 Q. So I take it you've had no bad experiences
20 with arbitration.

21 A. No.

22 Q. As I understand it, the Z-4 was a
23 graduation present of sorts for you.

24 A. Yes.

25 Q. And you were the person that primarily did

1 the research in looking for a car before you
2 purchased it; is that true?

3 A. That's correct.

4 Q. Can you describe for us what types of
5 things you did -- how long did the process of
6 looking for a car take from beginning to end?

7 A. Can you rephrase? Like truly looking, or
8 just kind of researching?

9 Q. Well, when did you first start researching?

10 A. Two months beforehand.

11 Q. And about six months before you had come
12 into Century BMW and test driven a car?

13 A. Yes.

14 Q. Were you looking to buy a car at the time?

15 A. No, not really.

16 Q. So was it more in the -- and I don't mean
17 this disparagingly, but was it more in the nature of
18 a joyride test drive than as part of a serious
19 looking for a car?

20 A. Well, I knew I would eventually, once I
21 graduated, so I guess it was a joyride.

22 Q. Okay.

23 A. Just kind of checking out things.

24 Q. What type of car did you test drive?

25 A. 3 Series.

1 Q. And you said you started researching a
2 couple of months before the actual purchase. What
3 did you do to start researching?

4 A. I looked at safety, insurance rates, what I
5 think the taxes would be. That's all.

6 Q. Did you start looking at different types of
7 models and makes of cars?

8 A. I did.

9 Q. And in what way did you do that?

10 A. Internet.

11 Q. And were there any particular sites you
12 looked at at the -- on the internet?

13 A. Probably Kelley Blue Book. Probably the
14 individual car websites, like manufacturer websites
15 type things.

16 Q. Did you look at all at purchasing a car
17 from a private individual as opposed to a car
18 dealership?

19 A. No.

20 Q. You knew from at least your own past
21 experience that one option was you didn't have to go
22 to a car dealership at all, you could just buy it
23 from some individual that was looking to sell their
24 car; is that --

25 A. Yes.

1 Q. How much before you purchased the Z-4 did
2 you actually go into a car dealership to look at
3 cars for the first time during this particular
4 search?

5 A. Maybe a month or two. Maybe a month or
6 two.

7 Q. And do you recall how many different car
8 dealerships you visited in the month or two prior to
9 coming into Century BMW?

10 A. Two.

11 Q. And what were they?

12 A. Ford in Greenville. I don't know --

13 Q. Is that Fairway Ford?

14 A. You might be correct.

15 Q. Over on Laurens Road?

16 A. Yes, sir.

17 Q. Okay. And did you test drive a Mustang
18 there?

19 A. Yes.

20 Q. And was that a new Mustang?

21 A. Yes, it was.

22 Q. And what other dealership did you go into?

23 A. Century BMW.

24 Q. So only one dealership other than Century
25 BMW?

1 A. Yes.

2 Q. Did you visit a Ford dealership in
3 Greenwood?

4 A. Greenwood? Not that I remember.

5 Q. Were you aware of your father visiting
6 another Ford dealership about buying a -- possibly
7 buying a Mustang for you?

8 A. I don't remember.

9 Q. Had you -- prior to coming into the Century
10 BMW, had you talked to any other car dealerships by
11 phone or e-mailed back and forth with them or
12 anything?

13 A. No, I had not.

14 Q. Putting aside the test drive of whatever --
15 do you remember what car you test drove six months
16 before?

17 A. 3 Series.

18 Q. Oh, that's right. I already asked you
19 that. How long before you actually purchased the
20 car at Century BMW did you come into the dealership
21 during your search for a vehicle?

22 A. Can you please rephrase that question?

23 Q. Yes. Your father said that you -- your
24 first visit to Century BMW in connection with your
25 search was not the day you purchased the vehicle; is

1 that right?

2 A. That is correct.

3 Q. Okay. How many days or weeks before you
4 actually purchased the vehicle did you first come
5 into Century BMW in connection with this search?

6 A. Can I just -- are you saying when I went
7 and test drove the one that I bought, how long
8 before I went in and purchased?

9 Q. Yes.

10 A. Three or four days.

11 Q. And on your first visit to the dealership,
12 did you go alone, or were you accompanied by anyone?

13 A. My father was with me, Mike Watts.

14 Q. And anyone else?

15 A. No.

16 Q. And when you got to the dealership, did you
17 know what car you wanted -- were interested in when
18 you first got there, or did you look around and
19 compare the various vehicles?

20 A. When I test drove or when I bought?

21 Q. When you came in three or four days before
22 you bought.

23 A. I was just looking around.

24 Q. Okay. And did you and your father look
25 around on your own, or were you accompanied by

1 anyone from the dealership, or a little of both?

2 A. I don't -- I really don't remember.

3 Q. Okay. Do you remember at all having any
4 interactions with a salesperson that day?

5 A. No, I don't remember.

6 Q. Okay. Did you -- have you heard of a woman
7 called Elizabeth Courtney?

8 A. Yes.

9 Q. And who is Elizabeth Courtney?

10 A. She's the one we actually -- the day we
11 purchased it, we talked to.

12 Q. Okay. Do you recall whether you had any
13 conversations with her on the -- when you visited
14 three or four days before you purchased it?

15 A. I think we did, yes.

16 Q. Okay. And what, if anything, do you recall
17 about your conversations with her three or four days
18 before you purchased the car?

19 A. I don't remember.

20 Q. Who primarily interacted with her in that
21 visit, was it you or your father?

22 A. My father.

23 Q. And did you overhear whatever they were
24 saying, or were you off looking at cars while they
25 were talking?

1 A. I was looking at cars.

2 Q. Did you test drive one or more vehicles
3 during that visit?

4 A. I test drove the vehicle I bought.

5 Q. Okay. So -- and no other?

6 A. No other.

7 Q. When you test drove the vehicle, was anyone
8 with you in the car?

9 A. My father.

10 Q. Was the salesperson in the car?

11 A. It's a two-seater, so no.

12 Q. Did your father test drive the car?

13 A. I don't remember.

14 Q. Do you recall one way or the other whether
15 there was any pricing information about the vehicle
16 on the vehicle?

17 A. Yes.

18 Q. And what do you recall about that?

19 A. I remember it was around 31 -- about
20 32,000.

21 Q. And how was that displayed? Was that
22 displayed somewhere on or in the vehicle?

23 A. It was 34. Sorry. Yes, it had a big
24 sticker.

25 Q. Okay. And your recollection is the number

1 34,000-something was on there?

2 A. Something like that.

3 Q. Was it also written in the windshield or
4 anything like that?

5 A. Not that I remember.

6 Q. While you were at the dealership that day,
7 did you have any discussions with Ms. Courtney or
8 any other Century BMW employee about how much you
9 could buy the vehicle for?

10 A. No. That was later on the telephone.

11 Q. Okay. Did you understand when you were in
12 the dealership that the price was negotiable?

13 A. Yes.

14 Q. So you knew whatever that 34 figure was was
15 not a take-it-or-leave-it number?

16 A. Yes.

17 Q. Do you recall any discussions you had with
18 anyone from Century BMW during that visit that day?

19 A. No, I do not.

20 Q. Okay. Do you know whether your father had
21 any such discussions about pricing that day?

22 A. I do not know.

23 Q. And you left the dealership that day
24 without purchasing the car, right?

25 A. That is correct.

1 Q. Why?

2 A. We wanted to -- I needed to look at my
3 budget and talk to our -- the finance people that we
4 work with and see what rate I could get and how much
5 I could get from them for the loan.

6 Q. Were you aware that Century BMW would
7 normally offer you financing for a purchase of a
8 vehicle there?

9 A. Yes.

10 Q. But you knew you didn't have to take
11 Century BMW's financing if you didn't want to; is
12 that fair?

13 A. That is correct.

14 Q. So you understood it wasn't a requirement
15 buying a vehicle at Century BMW that you enter into
16 a financing agreement with them.

17 A. That is correct.

18 Q. Did you ever ask, at any time, anyone from
19 Century BMW whether they could give you a better
20 rate than you were getting from your credit union?

21 A. No.

22 Q. You said you -- did you always intend to
23 finance with the credit union from the moment you
24 got to the dealership?

25 A. That is correct.

1 Q. Did you personally have any discussions
2 with the credit union about the terms of financing,
3 or did your father do that?

4 A. That would be my father.

5 Q. And was that done by phone?

6 A. That is correct.

7 Q. Were you present?

8 A. No, I was not.

9 Q. Did you sign any paperwork with the credit
10 union before coming back to Century BMW?

11 A. I did not. No.

12 Q. Do you know if your father did?

13 A. I have no idea.

14 Q. Did you visit the credit union in person
15 before coming back to Century BMW?

16 A. No, I did not.

17 Q. Do you know if your father did?

18 A. I have no idea.

19 Q. Okay. Before you came back to Century BMW,
20 had you already agreed on a bottom-line price for
21 the vehicle with Century BMW?

22 A. Yes.

23 Q. And how did that occur?

24 A. Via telephone.

25 Q. Okay. And who was it that dealt with

1 Century BMW by telephone?

2 A. My father, Mike Watts.

3 Q. And who -- who initiated the telephone
4 calls; did your father call them first?

5 A. That is correct.

6 Q. And had you had a -- prior to your father
7 calling Century BMW, had you discussed with your
8 father what your goal was in terms of a price for
9 the vehicle?

10 A. Yes.

11 Q. And do you recall what your goal was?

12 A. 31,000.

13 Q. 31,000?

14 A. That's correct.

15 Q. And was that after all taxes and whatever
16 else, or was it --

17 A. That's correct.

18 Q. Had you discussed with your father what
19 your worst-case scenario was so far as the cost of
20 the vehicle?

21 A. Yes, I did.

22 Q. And was that different than what your goal
23 was?

24 A. That is correct.

25 Q. Okay. And what was -- do you recall what

1 your bottom-line break point was?

2 A. 32,000, and it had to include the
3 maintenance warranty.

4 Q. Did you know one way or the other whether
5 the vehicle was still covered by the BMW warranty
6 that covers a new car?

7 A. I do not remember.

8 Q. The car was a 2004?

9 A. That is correct.

10 Q. And you were buying it in 2005; is that
11 right?

12 A. That's correct.

13 Q. The -- were you present when your father
14 was having telephone calls with someone at Century
15 BMW to discuss pricing?

16 A. Yes, I was.

17 Q. Do you -- was there one call or a number of
18 calls?

19 A. A number of calls.

20 Q. Do you recall how many approximately?

21 A. At least two.

22 Q. Do you know -- do you know one way or the
23 other who he was talking to?

24 A. Elizabeth Courtney.

25 Q. And do you know who made the first offer?

1 A. My father.

2 Q. And do you remember what it was?

3 A. No, I do not.

4 Q. Do you remember what the dealership's
5 response was?

6 A. No, I do not.

7 Q. Do you remember anything other than what
8 the final agreed figure was?

9 A. No, that's all I remember.

10 Q. Okay. And what was the final agreed
11 figure?

12 A. 32,000.

13 Q. And do you recall what day that was that --
14 was it the day after you were in the dealership or
15 the day before you came back to the dealership, or
16 can you place in time where it was?

17 A. I don't remember. I know that it was over
18 a weekend, and the credit union was closed, like a
19 Sunday. So there was some lapse of time. I don't
20 remember exactly.

21 Q. And after your father reached an agreement
22 on the price with Ms. Courtney -- do you know if he
23 talked to anyone else in the process?

24 A. On the telephone? Not that -- I do not
25 know.

1 Q. After he agreed upon the price, did you
2 then return to Century BMW in person?

3 A. That's correct.

4 Q. And did you know if anyone visited the
5 credit union in between those two events?

6 A. I do not know.

7 Q. Okay. Did you bring any paperwork to the
8 credit union from Century BMW?

9 A. I do not know.

10 Q. And what day of the week did you purchase
11 the vehicle; do you recall?

12 A. I do not know.

13 Q. When you went back to Century BMW, did you
14 go back alone or with anyone else?

15 A. With my father and mother.

16 Q. Okay.

17 A. Phyllis and Mike Watts.

18 Q. Okay. And your mother is Phyllis Watts?

19 A. That's correct.

20 Q. So this time, all three of you were
21 present?

22 A. That's correct.

23 Q. And did you all three pretty much stay
24 together during the time you were there?

25 A. No. My mother looked at cars.

1 Q. Okay. So your -- you and your father dealt
2 with the transaction, and your mother --

3 A. That's correct.

4 Q. -- went to see if you could purchase yet
5 another vehicle?

6 A. That is correct.

7 Q. When you -- do you remember who you -- what
8 Century BMW employee you first dealt with on your
9 return visit to the dealership?

10 A. Elizabeth Courtney.

11 Q. Okay. And when you came in, did she come
12 and greet you?

13 A. That's correct.

14 Q. And did y'all have a discussion with
15 Ms. Courtney?

16 A. That's correct.

17 Q. And what do you recall about that?

18 A. We briefly discussed how excited I was
19 about the car, and that was about -- finished
20 looking at seeing the price, and that was about it.

21 Q. Did -- do you recall whether Ms. Courtney
22 had you sign any document or documents?

23 A. We may have signed the price with her, and
24 then we ended up talking to a different guy for the
25 rest of it.

1 Q. Do you recall that there was a handwritten
2 document that you -- a pre-printed, with numbers
3 written in by hand, that you signed?

4 A. Pre-printed?

5 Q. A pre-printed buyer's order, but whereas
6 the final contract would have all the numbers
7 typewritten, this was a handwritten?

8 A. Can you tell me what -- did it say anything
9 particular other than the price?

10 MR. BLACK: Can you put in front of her the
11 Exhibit 1 that was marked this morning?

12 A. (Viewing document.) I don't remember
13 signing this.

14 BY MR. BLACK:

15 Q. Okay. Exhibit 1 is a collection of
16 documents. I'll represent to you it's the
17 dealership's file on your transaction.

18 A. Okay.

19 Q. If you turn to the page -- you see there
20 are little numbers that have been printed in the
21 bottom right-hand corner. If you could turn to Page
22 CBM-0000025.

23 A. 00, what did you say?

24 Q. 25.

25 MR. THOMAS: Have you got an extra copy?

1 MR. BLACK: Yeah. I'm sure the answer is
2 yes. I have one more.

3 MR. THOMAS: That's for my illustrious
4 co-counsel there. Thank you.

5 A. Retail Buyer's Order?

6 BY MR. BLACK:

7 Q. Yes.

8 A. Okay.

9 Q. And you see that the information in all the
10 boxes has been filled out by hand on that form.

11 A. I see that, yes.

12 Q. And it totals out to the price you
13 testified before, about 32,000?

14 A. Yes.

15 Q. And do you know if -- who -- is that your
16 signature at the bottom of the page where it says,
17 co-buyer?

18 A. Yes.

19 Q. And do you recall who gave you this
20 document to sign?

21 A. I do not remember.

22 Q. Did -- was there any further discussion
23 with Ms. Courtney about the terms of the sale, any
24 terms of the sale?

25 A. Not that I remember.

1 Q. Okay. And she then introduced you to
2 another person at the dealership?

3 A. That is correct.

4 Q. And do you recall what his name was?

5 A. Corey, maybe. I know he's the finance --
6 he was the finance guy.

7 Q. And Ms. -- Ms. Courtney, was she always
8 professional in her dealings with you?

9 A. Yes, she was.

10 Q. Always nice?

11 A. Very much so.

12 Q. Didn't put any undue pressure on you?

13 A. No.

14 Q. The same for Corey?

15 A. He was -- what do you mean?

16 Q. Did he -- was he a nice person to you,
17 behaved professionally?

18 A. He did.

19 Q. Okay. Did he -- didn't put any undue
20 pressure on you?

21 A. About the warranty a little bit, yes.

22 Q. Okay. So he tried to sell you a warranty?

23 A. That's correct.

24 Q. Okay. We'll get to that. The -- and what
25 did you understand Corey's position was at the

1 dealership?

2 A. I didn't understand his position.

3 Q. Okay. Where did you meet with Corey?

4 A. In his office.

5 Q. And was that in a little cubicle-like
6 office off the dealer showroom?

7 A. That's correct.

8 Q. And who was present?

9 A. Him, me, and my father.

10 Q. And as between you and your father, who did
11 most of the talking with Corey?

12 A. My father.

13 Q. Okay. Did you do any talking?

14 A. No.

15 Q. The -- I think you told us Corey tried to
16 sell you a warranty.

17 A. That's correct.

18 Q. And did he also try to sell you a number of
19 other products?

20 A. Yes, that's correct.

21 Q. And let me ask you to turn to Page CBM,
22 five zeros, and then a 2, so the second page of the
23 document. Do you see that's a document entitled
24 Century BMW Menu of Investment Enhancements?

25 A. Uh-huh.

1 Q. Is that a yes?

2 A. That's -- yes.

3 Q. And your father's signature appears at the
4 bottom of that page in the right?

5 A. That's correct.

6 Q. And do you recall Corey going through this
7 menu with you, trying to sell you the various
8 products listed?

9 A. Yes.

10 Q. And how long did that process take, if you
11 recall?

12 A. Maybe 30 minutes.

13 Q. Okay. And that's 30 minutes of him trying
14 to sell you products as opposed to 30 minutes being
15 in the office altogether?

16 A. I think so.

17 Q. Okay.

18 A. Yes.

19 Q. And were you eager to get out of the
20 office?

21 A. Yes.

22 Q. You wanted to go drive your car?

23 A. That's correct.

24 Q. The -- notwithstanding whatever aggressive
25 sales techniques Corey used, you declined to buy any

1 of these agreements; is that fair?

2 A. That is not correct. We did buy one of the
3 maintenance agreements.

4 Q. Did you buy it while you were buying the
5 car?

6 A. Yes.

7 Q. Okay. So if your father testified that you
8 didn't buy it until the car was approaching
9 50,000 miles, would he be incorrect?

10 A. No, that was correct. It was included --
11 I'm sorry -- in the initial -- we upgraded it after
12 50,000 miles.

13 Q. Okay. Do you remember when that was?

14 A. April, May of this year.

15 Q. Okay. So about eight months after you sued
16 the dealership?

17 A. That's correct.

18 Q. And you bought it --

19 A. I guess.

20 Q. And you bought it from the dealership?

21 A. That's correct.

22 Q. And the warranty you're referring to, if
23 you turn to the next page, the third page of the
24 document, do you see that it indicates that it's
25 still under the factory warranty?

1 A. Yes.

2 Q. So it was when that -- when the factory
3 warranty was about to expire is when you, what you
4 said, upgraded to the extended service plan.

5 A. That's correct.

6 Q. Okay. But at the time you were in the
7 dealership after hearing the 30-minute pitch from
8 Corey, you declined to purchase any of the things he
9 tried to sell you; is that right?

10 A. That's correct.

11 Q. So you knew that it wasn't a requirement of
12 buying the vehicle at Century BMW that you enter
13 into any of these agreements?

14 A. That's correct.

15 Q. Okay. And none of them were offered on a
16 take-it-or-leave-it basis, that you can't get the
17 car unless you get this.

18 A. That's correct.

19 Q. Once Corey got done trying to sell you
20 investment enhancements, what was the next thing
21 that happened? Was that the first thing you did
22 when you came back to the -- his office?

23 A. He did that while we were signing our
24 papers.

25 Q. Okay. So he did what while you were

1 signing your papers?

2 A. Was selling us the warranties while we were
3 signing all our documents.

4 Q. Okay. How many documents do you recall
5 signing?

6 A. I have no idea.

7 Q. More than 30?

8 A. I have -- I do not remember.

9 Q. 20?

10 A. I have no idea.

11 Q. How long did it take to sign -- sign your
12 names as many times as you signed it?

13 A. Me? Probably ten minutes.

14 Q. Ten minutes, so you were --

15 A. Ten, 15 minutes.

16 Q. So it's your testimony for ten or 15
17 minutes, you were signing your name over and over
18 again to documents?

19 A. That's correct.

20 Q. And were you reading the documents as you
21 signed them?

22 A. No.

23 Q. How long does it take you to sign your
24 name?

25 A. Maybe half a minute.

1 Q. It takes you 30 seconds to sign your name?

2 A. Sometimes.

3 Q. So if you spent ten minutes signing your
4 name and it took you 30 seconds a time, you must
5 have signed your name about 20 times.

6 A. That may be correct.

7 Q. What?

8 A. That could be correct.

9 Q. Okay. And if it was 15 minutes, then it
10 could be about -- it could be, if it took you 30
11 seconds a time, 30 times you signed your name.

12 A. That could be correct.

13 Q. Okay. Did you -- I forget what you
14 answered. Did you review the documents you were
15 being asked to sign?

16 A. Nothing but the price.

17 Q. Okay. Did Mr. -- did Corey do anything to
18 prevent you from reviewing the documents?

19 A. No.

20 MR. BLACK: I'm going to take a break.

21 THE WITNESS: Okay.

22 (A recess transpired.)

23 BY MR. BLACK:

24 Q. Ms. Watts, could you get Exhibit 1 back in
25 front of you. And could I ask you to thumb through

1 the entire exhibit and identify for me each of the
2 pages in the exhibit in which your signature
3 appears?

4 A. Would you like me to do it along and along,
5 or --

6 Q. Yeah. How about, what's the first page on
7 which your signature appears?

8 A. Number 1.

9 Q. Okay. What's the next page on which your
10 signature appears?

11 A. 5.

12 Q. Okay. What's the next page on which your
13 signature appears?

14 A. 14.

15 Q. Okay. We're up to three. What's the next
16 page on which your signature appears?

17 A. Technically, 21.

18 Q. 21 is --

19 A. That's my driver's license.

20 Q. -- was your driver's license. You didn't
21 sign that at the dealership, right?

22 A. No.

23 Q. Okay. So why don't we ignore 21. And what
24 is the next page on which your signature appears?

25 A. 25.

1 Q. We're up to four. And what's the next page
2 after 25 on which your signature appears?

3 A. 31.

4 Q. And the next page? We're up to five.

5 A. 42.

6 Q. Up to six. Is there any other page on
7 which your signature appears?

8 A. No.

9 Q. So if these are the documents from the
10 transaction file, you signed your name six times?

11 A. Some of them I signed more than once.

12 Q. Okay. So six -- how many -- did you count
13 how many you signed more than once?

14 A. No, I did not.

15 Q. Okay. So you signed six separate
16 documents.

17 A. Uh-huh.

18 Q. Okay. Did you object to signing any of the
19 documents that you were given to sign while you were
20 in the dealership?

21 A. Of course not. I just wanted the car,
22 so --

23 Q. Okay. But you -- whether or not you wanted
24 the car, did you voice any objection to signing any
25 of the documents you were given?

1 A. No.

2 Q. Okay. Did you ask any questions about any
3 of the documents you were given?

4 A. No.

5 Q. Did you voice any complaints about any of
6 the documents you were given?

7 A. No.

8 Q. Am I correct that the -- as you were
9 thumbing through the documents you signed, one of
10 them was an arbitration agreement?

11 A. That's correct.

12 Q. And am I correct that to your recollection,
13 nothing at all was said orally about that
14 arbitration agreement in the office with Corey?

15 A. That is correct.

16 Q. Okay. So no one said to you that you were
17 required to sign that document in order to get the
18 vehicle; is that fair to say?

19 A. That's correct.

20 MR. BLACK: That's all I have.

21 MR. THOMAS: Can we take a quick break?

22 (A recess transpired.)

23 EXAMINATION

24 BY MR. SPEARS:

25 Q. Christine, I'm Mike Spears. When is the

1 first time you and I have met?

2 A. Today, before I got here.

3 Q. Okay. Did we talk about the case at all
4 that you recall?

5 A. No.

6 Q. Okay. Let me show you a copy of
7 Plaintiff's (sic) Exhibit 1, which is allegedly the
8 dealer's file with the documents from your
9 transaction. Do you remember which documents were
10 gone over during your deposition by Mr. Black when
11 he asked you which documents you signed and what was
12 told to you about it? I'm not asking you every
13 document you signed. But he asked you which
14 documents you thought you had to sign.

15 MR. BLACK: Objection. I didn't ask that.

16 MR. SPEARS: Okay.

17 BY MR. SPEARS:

18 Q. Which documents do you -- you certainly
19 signed the document of CBM-5; did you not?

20 A. That is correct.

21 Q. Okay. As we sit here today, do you know
22 what it is?

23 A. No.

24 Q. Do you -- did you know what it was when you
25 bought the car?

1 A. No.

2 Q. Okay. Why did you sign it?

3 A. I thought I had to to get the car.

4 Q. Okay. Do you publish your personal
5 information on Facebook on the internet?

6 A. On Facebook? No, I do not.

7 Q. Okay. Are you in the habit of giving out
8 personal information willie-nillie to anybody?

9 A. No.

10 Q. Have you ever been cautioned by anyone not
11 to do that for whatever reason?

12 A. Yes, I have.

13 Q. Okay. Look at CBM-1. Did you sign that?

14 A. Yes.

15 Q. Okay. Did you know what it was when you
16 signed it?

17 A. No.

18 Q. Okay. Did you realize by signing CBM-1,
19 that you were being given notice to tell you how
20 they were going to use your non-public -- personal
21 information about you, and that they could release
22 it to market service providers amongst affiliates of
23 BMW Century -- and to other third parties, we may
24 share all private information about you as a
25 consumer, customer, or former customer with other

1 non-affiliated parties as permitted by law. Did you
2 see that?

3 A. No, I did not. I did not read it.

4 Q. Okay. Did you know you were doing that
5 when you signed it?

6 A. No, I did not.

7 Q. Okay. Is it your habit to release personal
8 information to anyone?

9 A. Not usually.

10 Q. Okay. Let's go to Number 14. Okay? Was
11 CBM-14 passed to you?

12 A. I'm sure that it was in the packet.

13 Q. Okay. Is that your signature?

14 A. That is correct.

15 Q. Did you know what you were signing?

16 A. No, I did not.

17 Q. Why did you sign it?

18 A. I thought I had to to buy the car.

19 Q. Okay. In what way was any implication
20 given or any mood left with you that it was a
21 document necessary for you to buy the car?

22 MR. BLACK: Object to the form of the
23 question.

24 BY MR. SPEARS:

25 Q. Go ahead.

1 A. Can you please repeat it?

2 Q. Certainly. Why did you think you had to
3 sign any or all of these documents in order to get
4 the car?

5 A. The way it was presented, I just thought I
6 had to sign everything.

7 Q. Okay. Now, were you in a small little
8 cubicle with Corey and your dad and yourself?

9 A. That is correct.

10 Q. All right. Was there a machine in there
11 that printed out these documents, and one by one
12 they were passed across the table to you?

13 A. I just remember a big packet.

14 Q. A big packet. Okay. Were the documents
15 removed from the packet by someone in the room, or
16 were they just clipped together like we kind of have
17 them clipped together right now?

18 A. That is how I remember it.

19 Q. Okay. What were you told about the packet?
20 Was it passed to you?

21 A. It was passed to me.

22 Q. Okay. And were you merely to look at it,
23 or were you told to do anything with the packet?

24 A. To basically sign. They had the little
25 flags.

1 Q. All right. That's my point. How did you
2 know which pages to turn to to sign them?

3 A. Flags.

4 Q. I've got a little sticky, a little red
5 sticky, on this particular page. Were there little
6 flags similar to this?

7 A. That is correct.

8 Q. And were you told that you needed to sign
9 on every page with the flags?

10 A. Yes.

11 Q. Did you turn to that page and sign it?

12 A. That is correct.

13 Q. Did you read it before you signed it?

14 A. No.

15 Q. Okay. And did you know what any or all of
16 those pages meant as you signed them?

17 A. No.

18 Q. Okay. Now, let me ask you if you would
19 look with me at CBM-25. And CBM-25 has a purchase
20 price of what written in hand?

21 A. 32,980.

22 Q. Did you agree to that? Is that what you --
23 was that your breaking -- your break point, 32,980?

24 A. I --

25 MR. BLACK: Object to the form of the

1 question.

2 BY MR. SPEARS:

3 Q. Go ahead.

4 A. I agreed to 32.

5 Q. Okay. Is that number higher than 32?

6 A. That's correct.

7 Q. Did you in any way agree to pay that
8 number?

9 A. No.

10 Q. Okay. The next says: Additional options.
11 And it has \$1604.50. Now, what can --

12 MR. BLACK: I apologize. What page are you
13 on?

14 MR. SPEARS: CBM-25.

15 BY MR. SPEARS:

16 Q. \$1,604.50. Does that appear, as you look
17 at it, to be a -- is there a minus in front of that?

18 A. No, there's not.

19 Q. Does that -- does that appear -- I mean,
20 you're an accounting master's graduate. Does that
21 appear to be in addition to 32,980, without looking
22 at the numbers below it?

23 A. It appears to be.

24 MR. BLACK: Object to the form of the
25 question.

1 BY MR. SPEARS:

2 Q. Okay. Does it in any way appear to be
3 something that's going to be subtracted from that as
4 an additional option?

5 A. No, it doesn't.

6 Q. Okay. Can you buy an option that you're
7 familiar with from a car company where it will
8 depreciate the cost of the car?

9 A. No, I do not.

10 Q. Okay. Yet does the total number show that
11 1604.50 has been subtracted from 32,980?

12 A. That's correct.

13 Q. Did you know what in the world that's for?

14 A. No, I do not.

15 Q. Did you know then?

16 A. No, I did not.

17 Q. Okay. Then sales tax is put down in the
18 amount of what?

19 A. 300.

20 Q. And then a transfer of license is put down
21 in the amount of what?

22 A. 25.

23 Q. And then pre-printed on here is a charge,
24 and what's that for?

25 A. I have no idea.

1 Q. What does it say?

2 MR. BLACK: Let me just object that this
3 has extended beyond what the scope of what the Court
4 allowed this deposition for. And it's your client,
5 so you can ask whatever you want, but the --

6 MR. SPEARS: It's for arbitration. I'm
7 getting to --

8 MR. BLACK: I don't think it is for
9 arbitration, but go on.

10 BY MR. SPEARS:

11 Q. What does it say it's for?

12 A. Recording and processing fees.

13 Q. Okay. And what did the total end up being?

14 A. 32,000.

15 Q. So somehow or another it ended up being
16 exactly what your break point was?

17 A. That's correct.

18 Q. Okay. Did you sign that document?

19 A. Yes, I did.

20 Q. Okay. Did you think 1604 was being added
21 to or subtracted from your car, or did you have any
22 idea about that number?

23 A. I didn't have --

24 MR. BLACK: Object to the form.

25 A. I didn't have any idea what that number

1 was.

2 BY MR. SPEARS:

3 Q. Okay. If I went through the rest of these
4 documents where your sig- -- signature appears on 31
5 and 42, did you have any idea what you were signing?

6 A. No, I did not.

7 Q. Okay. On Page 42, CBM-42, okay, what's the
8 total price shown there?

9 A. 32,000.

10 Q. Okay. Did you know what this is?

11 A. No, I did not.

12 Q. Okay. As you read it today, what does it
13 say?

14 A. Retail Buyer's Order.

15 Q. Okay. Do you see anywhere on here -- have
16 you read it, by the way, word for word?

17 A. No, I have not.

18 Q. Okay. Have you -- do you see or did you
19 see -- well, if you've never read it, you wouldn't
20 know whether the Retail Buyer's Order references any
21 other document or not, would you?

22 MR. THOMAS: Object to the form of the
23 question.

24 A. I would not.

25 BY MR. SPEARS:

1 Q. Okay. Okay. Now, you were not required to
2 sign it in any regard, but do you have any idea what
3 CBM-45 concerns?

4 A. Just a checklist.

5 Q. Okay.

6 A. Everything we had to sign.

7 Q. It's a check --

8 MR. BLACK: Excuse me. Could you -- could
9 you read back that answer?

10 THE COURT REPORTER: I missed that last
11 part where he interrupted.

12 MR. BLACK: Did you get the checklist of --

13 THE COURT REPORTER: Just a checklist.

14 MR. BLACK: And did you get what she said
15 after that?

16 THE COURT REPORTER: I did not. That's
17 what I missed.

18 A. -- of everything we had to sign.

19 BY MR. SPEARS:

20 Q. Okay. Now, you didn't sign this checklist,
21 did you?

22 A. No.

23 Q. Okay. And have you looked over it since
24 the time that the lawsuit was brought?

25 A. Yes.

1 Q. Okay. Are there things here that are not
2 checked off with checks?

3 A. Yes.

4 Q. Okay. Did you finance the car through BMW?

5 A. No.

6 Q. Okay. Okay. Were you of the opinion you
7 had to buy -- that you had to sign the documents
8 where presented with the flags in order to get the
9 car, or not?

10 MR. BLACK: Object to the form of the
11 question.

12 A. Yes.

13 BY MR. SPEARS:

14 Q. Okay. Any doubt in your mind about that?

15 MR. BLACK: Object to the form of the
16 question.

17 A. No.

18 BY MR. SPEARS:

19 Q. As to that being your opinion at the time?

20 A. There's no doubt in my mind.

21 Q. Okay. And how far in your education
22 process had you gone when you bought this car?

23 A. I had not completed my master's degree.

24 Q. Okay.

25 A. I was within a month or two.

1 Q. So would it be fair to say you had a
2 baccalaureate and were at the end of your master's?

3 A. That's correct.

4 Q. Okay. And you had been the primary driver
5 of four previous vehicles?

6 A. That's correct.

7 MR. SPEARS: Okay. Give us a second.

8 (A discussion was had off the record and
9 out of the hearing of the court reporter.)

10 BY MR. SPEARS:

11 Q. Why did you need this car? What were you
12 going to utilize it for?

13 A. Work purposes.

14 Q. Okay. Did you need a way to and from work?

15 A. I did.

16 Q. Was this going to be your primary source of
17 transportation?

18 A. It was.

19 Q. Okay. Did you need the car?

20 A. I needed a car.

21 MR. SPEARS: Okay. That's all I have.

22 EXAMINATION

23 BY MR. BLACK:

24 Q. You were driving a Mitsubishi Montero at
25 the time?

1 A. That's correct.

2 Q. It was in fine working order?

3 A. Yes.

4 Q. So you could have continued to drive that
5 car to work; would that be fair to say?

6 A. Yes. It just had a lot of mileage.

7 Q. Okay. You didn't need to buy a convertible
8 BMW Z-4 luxury automobile to get to and from work,
9 fair?

10 A. Fair.

11 Q. Your job is an auditor?

12 A. That's correct.

13 Q. And as an auditor, you spend a lot of time
14 reviewing documents; is that fair to say?

15 A. Yes.

16 Q. And you spend a lot of time with numbers;
17 is that fair to say?

18 A. That's correct.

19 Q. And it's important when you're reviewing
20 documents as an auditor that you do so carefully,
21 right?

22 A. Yes.

23 Q. And you're trained in reviewing documents
24 carefully as an auditor.

25 A. Yes.

1 Q. And at the time you purchased this
2 automobile, you were a couple of months from a
3 master's degree in accounting; is that fair?

4 A. That's correct.

5 Q. So you have some facility with numbers; is
6 that fair to say?

7 A. Yes.

8 Q. Okay. Look at CBM-000001, which was one of
9 the documents that Mr. Spears discussed with you.
10 Do you recall that?

11 A. I do.

12 Q. And he read you some language about sharing
13 private information with other third-party
14 affiliates and the like; do you recall that?

15 A. Yes.

16 Q. Would you agree with me that as he read the
17 language, there was nothing unclear about the
18 language?

19 A. That is correct.

20 Q. You understood what the language meant when
21 he read it to you?

22 A. Yes.

23 Q. And had you read it at the dealership on
24 that day, you would have understood it then?

25 A. Yes.

1 Q. A number of the documents in Exhibit 1 were
2 never shown to you while you were at Century BMW,
3 true?

4 A. That's correct.

5 Q. For example, there are documents in the
6 stack that include the commission vouchers for the
7 salesperson?

8 A. That's correct.

9 Q. And so it would not be accurate to say that
10 this stack of documents was presented to you in the
11 F and I office at Century BMW, true?

12 A. That is correct.

13 Q. And, in fact, a stack of documents that
14 actually contained your signature would be a stack
15 six documents high, right?

16 A. That is correct.

17 Q. Let me ask you to turn to Page CBM-0025.
18 Mr. Spears called your attention to the 32,980
19 number at the top. Do you see that?

20 A. Yes.

21 Q. Can you subtract in your head for me
22 1604.50 from 32,980?

23 A. Yes, I can.

24 Q. Does it come to \$31,375.50?

25 A. Yes.

1 Q. So, in fact, the 1604.50 is being
2 subtracted from the 32,980 on this form, fair?

3 A. That's correct.

4 Q. And the numbers then total out to add up to
5 the bottom-line figure you agreed to, 32,000, right?

6 A. That is correct.

7 Q. Let me ask you to turn to Page 45. Is it
8 fair to say the checklist on Page 45 includes many
9 more documents than you actually signed?

10 A. That is correct.

11 MR. BLACK: I have nothing further.

12 EXAMINATION

13 BY MR. SPEARS:

14 Q. Okay. Just to follow up on the questions
15 that you were asked you in reply, on CBM-1, you were
16 asked whether or not if you had read it at the time,
17 you would be able to understand it?

18 A. That's correct.

19 Q. You indicated that you could if you had
20 read it?

21 A. Uh-huh.

22 Q. If you had read it and understood it and
23 knew that you didn't have to sign it in order to get
24 the car, would you have signed it?

25 A. No.

1 Q. Okay. If you thought you had to get it --
2 had to sign it in order to get the car, would you
3 have signed it?

4 MR. BLACK: Object to the form of the
5 question.

6 A. Yes.

7 BY MR. SPEARS:

8 Q. Okay. Would the same be true of the other
9 documents you signed?

10 A. That is correct.

11 Q. Okay. Now, out of the packet that was
12 presented to you, were there documents in the packet
13 that your father signed that you did not sign?

14 A. That is correct.

15 Q. But they were in the packet, though?

16 A. That's correct.

17 Q. Okay. Were there documents in the packet
18 that you didn't have to sign at all?

19 A. Yes.

20 Q. Okay. So can we say that the packet itself
21 merely had six documents in them, all requiring your
22 signature, or did it have more than that?

23 A. It had more than that.

24 MR. SPEARS: All right. That's all I have.

25 MR. BLACK: Do you have the transcript up

1 on the page?

2 THE COURT REPORTER: Uh-huh. What are
3 you looking for?

4 MR. BLACK: Go on back a few questions.
5 (Viewing transcript on the computer
6 screen.)

7 MR. BLACK: Oh, I remember. I have no
8 questions. Thank you. Can we stipulate that the
9 exhibit is the same as this morning?

10 MR. THOMAS: Yes. Not a problem.

11 (Defendant's Exhibit Number 1, Dealership
12 transaction documents, was previously marked for
13 identification.)

14 (The deposition was concluded at 6:44 p.m.)
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SIGNATURE OF DEPONENT

I, the undersigned, CHRISTINE WATTS, hereby
certify that I have read the foregoing deposition
and find it to be a true and accurate transcription
of my testimony, with the following corrections, if
any:

PAGE	LINE	CHANGE	REASON
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CHRISTINE WATTS

DATE

1 CERTIFICATE OF REPORTER

2 I, Kathy P. Taylor, Registered
3 Professional Reporter and Notary Public for the
4 State of South Carolina at large, do hereby certify
5 that the foregoing transcript is a true, accurate
6 and complete record.
7

8 I further certify that I am neither
9 related to nor counsel for any party to the cause
10 pending or interested in the events thereof.
11

12 WITNESS MY HAND, I have hereunto
13 affixed my official seal this 31st day of
14 January, 2008, at Greenville County, South Carolina.
15
16
17
18

19
20 KATHY P. TAYLOR
21 REGISTERED PROFESSIONAL REPORTER
22 MY COMMISSION EXPIRES
23 JUNE 13, 2017
24
25

I N D E X

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WITNESS/EXAMINATION

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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF AIKEN

HERRON, et al.,

Plaintiffs,

Case No.

2006-CP-02-1230

vs.

DICK DYER & ASSOCIATES, INC., et al,

Defendants.

DEPOSITION OF: JOHN ROBERT BISHOP

DATE: January 30, 2008

TIME: 10:07 a.m.

LOCATION: LEATHERWOOD WALKER TODD & MANN, P.C.
300 East McBee Avenue, Suite 500
Greenville, South Carolina

TAKEN BY: Counsel for Defendant,
CENTURY BMW

REPORTED BY: KATHY P. TAYLOR,
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9 ALSO PRESENT:

10 MELANIE BLEASE, Paralegal
11 ALISON DANNERT, Paralegal

12 (Index at rear of transcript)
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1 STIPULATION

2 It is stipulated by and among Counsel
3 that this deposition is being taken in accordance
4 with the South Carolina Rules of Civil Procedure,
5 Rule 30; that all objections as to Notice of this
6 deposition are hereby waived; that all objections
7 except as to form are reserved until the time of
8 trial; and that the deponent does not waive reading
9 and signing of this deposition.

10 * * * * *

11 JOHN ROBERT BISHOP,

12 Being first duly sworn, testified as follows:

13 EXAMINATION

14 BY MR. LEWIS:

15 Q. And you're Mr. Bishop, they tell me.

16 A. Yes, sir.

17 Q. Well, I'm required to tell you a couple of
18 things. Have you had your deposition taken before?

19 A. No, sir.

20 Q. Okay. Well, then, listen up. So when you
21 give an answer, they're going to write it down, and
22 so you've got to make sure you understand my
23 question.

24 A. Yes.

25 Q. So if you don't understand it, you ask me

1 to explain it or whatever, and I will try to make
2 sure that it's an understandable question. Is that
3 fair?

4 A. Yes, sir.

5 Q. Now, if I cut you off, because I get
6 excited, you say, I'm not finished, and I will let
7 you finish. Or if I'm -- if I'm making you mad, you
8 say, I'm making you -- you're making me mad, and
9 I'll try to change the way I'm doing things so I
10 don't make you mad. Does that make sense?

11 A. Yes, sir.

12 Q. Now, you're going to give answers to
13 questions that I give, and she's going to take them
14 down. You don't get to ask me questions, thank
15 goodness. So just understand that.

16 Now, have you been explained about reading
17 and signing your deposition?

18 A. No, sir.

19 Q. Okay. You have the right to read your
20 deposition and make corrections to it, like the
21 spelling of your name or the spelling of somebody
22 else's name. You don't get to change yeses to nos,
23 but, you know, so you can read and sign it to make
24 sure that it's what you think you said. But that's
25 up to you whether you want to do that, and you can

1 ask your lawyer if he would like you to do that.
2 And you need to tell her at the end of the
3 deposition so she can get you the deposition copy
4 and you make whatever corrections you want.

5 MR. BLACK: He will read and sign, but I
6 object to your instructions to the extent it
7 misstates the law and what changes he can make, but
8 go ahead.

9 MR. LEWIS: You ob- -- I'm sorry. You were
10 talking --

11 MR. BLACK: Object to what you instructed
12 the witness.

13 MR. LEWIS: You were talking to the table.
14 If you'll talk to me, I'll be able to hear you.

15 MR. BLACK: I said I object to your
16 instruction to the witness to the extent it
17 misstates the law as to what changes you can make in
18 your deposition.

19 MR. LEWIS: That's fine. I just don't
20 think you can change yeses to nos; but if you think
21 so, that's fine with me. If you want to do that,
22 that's okay with me, too.

23 Now, you ready?

24 THE WITNESS: Ready.

25 BY MR. LEWIS:

1 Q. And what's your full name?

2 A. My name is Bobby Bishop. Bobby is a
3 nickname. John Robert Bishop is my legal name.

4 Q. And where do you live?

5 A. I live in Simpsonville, South Carolina.

6 Q. Do you know a Mr. Hawkins that lives in
7 that town?

8 A. Don Hawkins?

9 Q. Bill Hawkins.

10 A. No, sir.

11 Q. Okay. Now, what do you do?

12 A. I'm the general manager at Century BMW.

13 Q. General manager. Okay. Have you -- you
14 know you've been designated as the person that's
15 most knowledgeable about certain items that we asked
16 that the Century BMW produce; do you understand
17 that?

18 A. Yes, sir.

19 Q. And I'm going to show you Exhibit Number 1,
20 which is our Notice.

21 (Plaintiff's Exhibit Number 1, Notice of
22 Deposition, was marked for identification.)

23 BY MR. LEWIS:

24 Q. And this is the Notice. If you would turn
25 to Page 2, you will see the areas that we're

1 interested in. Do you see the person or persons
2 most knowledgeable regarding A, B, C, and D?

3 A. Yes, sir.

4 Q. Which one are you -- have you been
5 identified to address?

6 A. A, B, C, and D.

7 Q. So you're the only one that's here.

8 A. Yes, sir.

9 Q. So you've been designated for all of them.

10 A. Yes, sir.

11 Q. Had you seen those I- -- topics before?

12 A. Yes, sir.

13 Q. Who is the person second-most knowledgeable
14 for each of those items?

15 MR. BLACK: Object to the form. You can
16 answer.

17 THE WITNESS: I'm sorry?

18 MR. BLACK: I said objection to form. You
19 can answer.

20 THE WITNESS: Oh.

21 BY MR. LEWIS:

22 Q. He'll say that a lot, object to the form,
23 but that just means that you get to answer, and he's
24 just putting it on the record.

25 A. Okay.

1 Q. It doesn't allow you not to do it or
2 anything.

3 A. Corey James.

4 Q. Corey James? And he would be the same --
5 he would be for all of them, like you?

6 A. Yes, sir.

7 Q. Okay. Now, have you talked to anybody
8 about each of these topics?

9 A. Yes, sir.

10 Q. Who?

11 A. Corey James and Elizabeth Courtney.

12 Q. And why did you talk to Elizabeth Courtney?

13 A. She was the salesperson.

14 Q. And when you talked to Corey James and
15 Eliz- -- Corey James, did you talk to him with any
16 documents, or was it just talking to him?

17 A. Just talking.

18 Q. And what did you talk about?

19 A. I asked him if he remembered this deal, the
20 Watts deal.

21 Q. And did he remember?

22 A. Specifically, he did not.

23 Q. And so did you then stop talking?

24 A. I mean, if he didn't remember the deal, I
25 asked him what his procedures were at that time.

1 Q. And what did he tell you his procedures
2 were at that time?

3 A. You -- I'm talking about the way he rolls
4 off the paper. Which is a car term; you know that.

5 Q. What?

6 A. Rolls off the paper. He presents the
7 paper.

8 Q. Yeah. How does he roll off the paper?

9 A. He presents it one piece at a time to the
10 customer.

11 Q. That's what he said?

12 A. Yes, sir.

13 Q. And did he tell you that he presented them
14 in a stack with little flags on them?

15 A. No, sir.

16 Q. Does he ever mention he put flags on them?

17 A. He said he did not put flags on them.

18 Q. Oh. So we have a difference of opinion
19 between the buyer and the seller.

20 MR. BLACK: Object to the form of the
21 question.

22 A. Apparently.

23 BY MR. LEWIS:

24 Q. Apparently?

25 A. Apparently.

1 Q. You know that now, don't you?

2 A. Yes, sir.

3 Q. Because someone -- were you at the
4 deposition yesterday?

5 A. No, sir.

6 Q. So someone talked to you about the
7 deposition.

8 A. Yes, sir.

9 Q. And they told you that the buyer said that
10 there was a stack and that there were flags on them.

11 A. Yes, sir.

12 Q. And then when you went to Corey James, was
13 that before or after you had that -- knew that
14 yesterday they talked to -- they said that there was
15 flags on the documents? Did you talk to Corey James
16 about his procedure before or after?

17 A. I talked to him before --

18 Q. Yeah.

19 A. -- and after.

20 Q. Okay. When did you bring up the flags to
21 him?

22 A. This morning.

23 Q. And you asked him if that was true?

24 A. Yes, sir.

25 Q. And he said no?

1 A. Yes, sir.

2 Q. Before that, you didn't ask him?

3 A. No, sir.

4 Q. No, sir, you -- that's a hard answer.

5 Before that you did not ask him; is that correct?

6 A. I did not ask him before.

7 Q. Okay. Did he tell you he ever used flags?

8 A. He stated that he never used flags.

9 Q. Never used flags. Okay. With any
10 customer?

11 A. That's what he stated, sir.

12 Q. All right. Good. All right. Now, did
13 you -- what else -- okay. Before yesterday, before
14 yesterday, what else did Mr. Corey James say?

15 A. Basically he stated he didn't remember this
16 deal at all.

17 Q. Okay. What did he say about his
18 procedures --

19 A. I --

20 Q. -- other than he presented them, what did
21 you say, a document at a time?

22 A. Yes, sir, that's exactly what he said.

23 Q. Anything else?

24 A. No, sir.

25 Q. Did he say what he said to the -- to the

1 people?

2 A. He doesn't remember them, sir.

3 Q. Does he say what he generally -- is there
4 some procedure where they have a specific spiel, you
5 know, like -- you've heard spiels before. You know
6 that.

7 A. He would -- his procedure was to present
8 each piece of paper and put his finger where they
9 needed to be signed --

10 Q. Okay.

11 A. -- individually.

12 Q. All right. And did he say anything about
13 the pages, or just point to them?

14 A. He would explain the pages and point to the
15 signature.

16 Q. Did he say he explained the pages?

17 A. Yes, sir.

18 Q. Did he say that before yesterday or after
19 yesterday?

20 A. He said that before yesterday.

21 Q. Okay. Anything else did he say besides
22 pointing where to sign and explained the paper?

23 A. No, sir.

24 Q. Anything else?

25 A. No, sir.

1 Q. Okay. Now, we'll get to the --

2 MR. LEWIS: Where's the arbitration
3 agreement?

4 (Plaintiff's Exhibit Number 2, Arbitration
5 Agreement, was marked for identification.)

6 BY MR. LEWIS:

7 Q. You understand that Exhibit Number 2 is the
8 arbitration agreement that -- in this deal, as you
9 call it.

10 A. Yes, sir.

11 Q. And it's -- and this is one of the pieces
12 of paper that had been rolled out?

13 A. Yes, sir.

14 Q. And this is one of the papers, according to
15 Mr. James, that he would have pointed at and told
16 them where to -- that they should sign that.

17 A. Yes, sir.

18 Q. And what did Mr. James say he explained
19 about this document, Exhibit Number 2?

20 A. I did not ask him what he explained with
21 the documents.

22 Q. You didn't?

23 A. No, sir.

24 Q. So you don't know?

25 A. No, sir.

1 Q. And there's no procedure that you tell them
2 what to explain?

3 A. We practice full disclosure.

4 Q. Well, what do you disclose? What do you
5 tell them to disclose about this?

6 A. We tell them to go over the form and tell
7 them exactly what it contains.

8 Q. Well, what? What does this form contain?
9 Can you sit here and tell me what this form
10 contains?

11 A. I'm not an expert, but I can tell you that
12 this is a document providing remedy for the customer
13 without having to go to court.

14 Q. Is that what you tell them when you
15 explain --

16 A. Yes, sir.

17 Q. If you were to explain it, that's what you
18 would say?

19 A. Yes, sir.

20 Q. Is there anything else you'd tell them,
21 other than it's a remedy for the customer and you
22 don't have to go to court?

23 MR. BLACK: Object to the form. You can
24 answer.

25 A. No, sir, I would tell them nothing else.

1 BY MR. LEWIS:

2 Q. Okay. And is that what you expect your
3 employees to tell the -- the people?

4 A. They're more informed than I.

5 Q. Well, is that what you expect them to tell
6 them, at least that?

7 A. At least that.

8 Q. Okay. Is there anything else you expect to
9 tell -- them to tell them?

10 A. No, sir.

11 Q. All right. Anything else you talked to
12 Mr. -- did we cover everything you talked to
13 Mr. James about?

14 A. Yes, sir.

15 Q. Now, what did you talk to Ms. Courtney
16 about?

17 A. I talked to her about the deal itself.

18 Q. Did she remember the deal?

19 A. She did not.

20 Q. What did she say about the papers that were
21 rolled out?

22 A. We talked about the arbitration and the --
23 I mean, she -- she basically doesn't handle any of
24 that paperwork as far as the arbitration and stuff
25 would go, so she had no knowledge of what the Watts

1 said in the office, the F and I office, or nothing.

2 Q. Well, what is she? She -- I thought she
3 was the salesman.

4 A. Yes, sir, she is the salesperson, but all
5 these transactions are conducted in the F and I
6 office.

7 Q. So the salesperson doesn't do any of the
8 roll out of papers.

9 A. No, sir.

10 Q. So she just tries to sell the car; and then
11 when she says okay, there's a point in the sales
12 process, I got to get them into the guy that rolls
13 out the paper.

14 A. Yes, sir, exactly right.

15 Q. And when is it you get to go -- you have to
16 go in to roll out the paper? How long and where in
17 the process does that happen?

18 A. At the very end.

19 MR. BLACK: Object to the form.

20 BY MR. LEWIS:

21 Q. Huh?

22 A. At the very end of the process.

23 Q. So you've already negotiated a price at
24 that time?

25 A. Yes, sir.

1 Q. And then you roll -- you go in, and they
2 roll out the paper.

3 A. Yes, sir.

4 Q. And all -- Ms. Courtney doesn't explain any
5 of the papers to the people; that would be in
6 Mr. James' area.

7 A. Correct.

8 Q. Is Mr. James the one that explains it to
9 all the customers, or are there more people that
10 work for or under Mr. James?

11 A. At that time, Corey was our only F and I
12 manager.

13 Q. The what?

14 A. He was the only F and I manager, so he --

15 Q. F and I?

16 A. Yes, sir, finance and income manager.

17 Q. Okay. And so he was the one that rolled
18 out the paper.

19 A. Yes, sir.

20 Q. And -- and you talked to Elizabeth
21 Courtney, and did you talk to her both before and
22 after yesterday?

23 A. I have no reason to talk to her this
24 morning.

25 Q. Okay. And so you talked to her before, and

1 she doesn't remember this deal, and she doesn't do
2 any of the paper.

3 A. Yes, sir.

4 Q. So she has nothing to do with this
5 arbitration at all.

6 A. No, sir.

7 Q. Does she know what an arbitration agreement
8 is? Is she ever schooled on it?

9 MR. BLACK: Object to the form.

10 A. As far as general knowledge, she does know
11 about it.

12 BY MR. LEWIS:

13 Q. Well, does she mention it, or do you tell
14 her that she's supposed to tell the customer?

15 A. She's not supposed to tell the customer.
16 She has no reason to tell the customer.

17 Q. So she is specifically not to tell the
18 customer about the arbitration?

19 A. Not specifically not. She has no reason to
20 discuss it.

21 Q. So you don't tell her to bring it up?

22 A. No, sir.

23 Q. Okay. When Mr. Courtney James has that
24 piece of paper, the arbitration agreement, and he --
25 you say he presents it to the customer.

1 MR. BLACK: It's Corey James.

2 MR. LEWIS: What?

3 MR. BLACK: It's Corey James. Courtney is
4 the last name of the salesperson.

5 MR. LEWIS: Corey?

6 MR. BLACK: Corey.

7 MR. LEWIS: Okay. Every time I said
8 Courtney, I meant Corey.

9 MR. BLACK: I think you said Corey every
10 time except that last time.

11 MR. LEWIS: Well, I appreciate you helping
12 me out there.

13 MR. BLACK: No problem.

14 BY MR. LEWIS:

15 Q. Okay. Mr. James. How about that?

16 Mr. James, when he does the papers -- we've already
17 talked about that. He does the arbitration paper.
18 Does he tell them that they don't have to sign it?

19 A. No, sir.

20 Q. Does he -- when he points and tells them to
21 sign here, does he say, this is where you have to
22 sign?

23 A. No, sir.

24 Q. What does he say?

25 A. To my knowledge, he says nothing.

1 Q. So he just -- he says what we said he said
2 about the agreement, and then he puts his little
3 finger down there, and that's supposed to indicate
4 that they sign, and he doesn't say anything.

5 MR. BLACK: Object to the form.

6 BY MR. LEWIS:

7 Q. Is that right?

8 A. I don't understand exactly what you're
9 asking me here.

10 Q. Well, we told -- we already went over what
11 he told -- what the minimum was he had to tell
12 people, what you said.

13 A. Correct.

14 Q. All right. And you said that he points to
15 where they sign.

16 A. Yes, sir.

17 Q. I want to know what he says when he points
18 to where they're -- he -- they sign. Does he say,
19 you have to sign here, sign here, or you don't have
20 to sign, but we want you to sign? What does he say?

21 A. I don't know his exact verbiage.

22 Q. Well, what did you all tell him to say?

23 A. Sign here.

24 Q. Okay. But he doesn't tell them they don't
25 have to sign.

1 A. No, sir.

2 Q. What if they won't sign?

3 A. Then we still sell them the car.

4 Q. But you don't tell them?

5 A. No, sir.

6 Q. Now, how many people have refused to sign
7 the arbitration agreement?

8 A. I can't tell you an exact number.

9 Q. Have there been any?

10 A. Yes, sir.

11 Q. Do you keep a count of them?

12 A. No, sir.

13 Q. Do you flag the deal differently?

14 A. No, sir.

15 Q. You just go right on through, and if it's
16 signed, it's okay, and if it's not signed, it's
17 okay.

18 A. Yes, sir.

19 Q. Why do you want them to sign it?

20 A. I think it's good for the customer.

21 Q. You do? Why do you think it's good for the
22 customer?

23 A. It's just, to me, a better way of settling
24 differences.

25 Q. Than what, court?

1 A. Yes, sir. Faster.

2 Q. It's faster, you say?

3 A. Yes, sir.

4 Q. And it's secret. Did you know that?

5 A. No, sir.

6 Q. You didn't know that?

7 A. No, sir.

8 Q. Do you know what the rules of the
9 arbitration agreement are?

10 A. As pertaining to --

11 Q. How -- the process.

12 A. Vaguely.

13 Q. How you do it. Vaguely?

14 A. Yes, sir.

15 Q. Well, what are your vague understanding?
16 Now, what's your job; you're the general manager?

17 A. Yes, sir.

18 Q. Okay. Does Mr. Courtney James know anymore
19 about how arbitration works than you, or would you
20 say you're better?

21 MR. BLACK: It's Corey James.

22 MR. LEWIS: Corey James. Mr. James.

23 A. I would say neither one of us would be
24 involved in the process or actually been through the
25 process.

1 BY MR. LEWIS:

2 Q. Or know anything about it?

3 A. Not much.

4 Q. Or what the rules are or what you have to
5 do; do you know any of that?

6 A. No, sir.

7 Q. Do you know who has to pay for arbitration?

8 A. I understand that we pay a large percentage
9 of it going in.

10 Q. Who -- who told you that?

11 A. It's in here.

12 Q. Did you know that before yesterday?

13 A. Yes, sir.

14 Q. Did you know it before a week ago?

15 A. Yes, sir.

16 Q. You just -- did you always tell the
17 customer that?

18 A. No, sir.

19 Q. Now, you say a large percentage; what's the
20 percentage difference you pay?

21 A. I think we pay up to \$1500 to start it out,
22 and then at some point we'll assume a lot more
23 responsibility.

24 Q. Does the customer have to pay any?

25 A. I can't answer that.

1 Q. You don't know?

2 A. No.

3 Q. Do you know how you choose an arbitrator?

4 A. No, sir.

5 Q. Did you talk to anybody other than
6 Mr. James and Ms. -- Elizabeth about the deposition
7 other than the lawyer?

8 A. No, sir.

9 Q. We -- that agreement, Exhibit Number --
10 that's before you, it's Exhibit Number 2, how long
11 has that been the arbitration agreement for your
12 company?

13 A. That actual version, I cannot answer to
14 that.

15 Q. Okay. Was it -- how -- is it the same
16 version that it is now?

17 A. From 2005 until now?

18 Q. Uh-huh.

19 A. I would -- I couldn't tell you.

20 Q. Well, and how far back from 6/25/05 was
21 this agreement being used?

22 A. That actual agreement, I don't know. It
23 has evolved over the years.

24 Q. Well, who would know?

25 A. Sonic Automotive.

1 Q. Sonic Automotive?

2 A. Yes, sir.

3 Q. It's hard to talk to Sonic Automotive. Is
4 there somebody in particular?

5 A. Richard O'Connor.

6 Q. Richard O'Connor?

7 A. Yes, sir.

8 Q. Who is Richard O'Connor?

9 A. The national F and I director.

10 Q. The F and I director?

11 A. Yes, sir, national.

12 Q. Well, we have a national F and I director,
13 and that's who Mr. James would be under.

14 A. Yes, sir.

15 Q. Does it come -- is he under you, or is he
16 under this -- what's his name?

17 MR. BLACK: I assume you're -- I don't mean
18 to -- I assume you're asking back in 2005?

19 MR. LEWIS: Well, I'll ask -- if you want
20 me to, I'll ask in 2005.

21 A. In 2005, Corey would have worked directly
22 for me, and he also would have worked for Richard
23 O'Connor indirectly.

24 BY MR. LEWIS:

25 Q. Is that different now?

1 A. No, sir.

2 MR. BLACK: Mr. James doesn't work at the
3 dealership anymore, which is why I made the
4 objection, but --

5 BY MR. LEWIS:

6 Q. Where is Mr. James?

7 A. I understand yesterday he left the company,
8 so I have no idea where he is now.

9 Q. He left the company yesterday?

10 A. Or I heard it yesterday that he left the
11 company.

12 Q. Where does -- where do you work?

13 A. I work for Century BMW in Greenville.

14 Q. And where does this Corey -- this guy named
15 Mr. James work?

16 A. His last position was in a Sonic store in
17 Charlotte, North Carolina.

18 Q. And when it -- when -- in 6/25/05, he was
19 in your store?

20 A. Yes, sir.

21 Q. And he was moved from your store up to
22 someplace in Charlotte?

23 A. Yes, sir.

24 Q. And he left Charlotte yesterday?

25 A. I heard that he left Charlotte yesterday.

1 I don't know exactly what day he left.

2 Q. I thought you talked to him after the
3 deposition.

4 A. I didn't ask him.

5 Q. Wait a minute. I got to understand this.
6 You called him after the deposition, right?

7 A. Yes, sir.

8 Q. And -- but you didn't ask him where he
9 worked?

10 A. No, sir.

11 Q. Did you know at the time he didn't work for
12 Sonic?

13 A. Yes, sir. This morning.

14 Q. And -- but you called him. Where did you
15 call him?

16 A. I called him on his cell phone.

17 Q. And you didn't say, hey, where are you
18 working now or what are you doing?

19 A. No, sir.

20 Q. Why wouldn't you -- that's just befuddling
21 to me. That's just -- you just didn't care.

22 A. No, sir.

23 Q. You didn't care.

24 A. No, sir.

25 Q. You don't like that guy?

1 A. I like him, but I don't care where he's
2 working.

3 Q. Huh. Where is his cell phone number?

4 A. It's in my car.

5 Q. Your car?

6 A. Yes, sir.

7 Q. Would you mind giving us that?

8 A. (704)577 -- wait a minute.

9 MR. BLACK: Let me consult with co-counsel.

10 A. I may. I may.

11 (A discussion was had off the record and
12 out of the hearing of the court reporter.)

13 MR. BLACK: Go ahead.

14 BY MR. LEWIS:

15 Q. 705 what?

16 A. 704.

17 Q. Oh, okay.

18 A. (704)577-5935.

19 Q. Okay. How many cars per year does BMW
20 sell?

21 A. Approximately --

22 MR. BLACK: BMW?

23 BY MR. LEWIS:

24 Q. Century.

25 A. Approximately 1200.

1 Q. And since 2005 or -- 5, since this
2 agreement here, how many of those cars did anybody
3 refuse to sign an arbitration agreement on?

4 A. I don't know that number, sir.

5 Q. Do you know of one?

6 A. Yes, sir.

7 Q. You do?

8 A. Yes, sir.

9 Q. Who was that?

10 A. Brad Martin.

11 Q. And who is Brad Martin?

12 A. Our attorney.

13 Q. Oh. Okay. Now, give me one more.

14 A. I cannot give you another name.

15 Q. Okay. Thank you. Is it -- the fact that
16 you use arbitration agreements is something that
17 Sonic, above you, makes that decision; it's not the
18 decision of your store?

19 A. That's correct.

20 Q. Huh?

21 A. That's correct.

22 Q. So there's some higher-up, this -- what was
23 his name, Mr. --

24 A. O'Connor.

25 Q. Yeah, Richard O'Connor. And his -- now,

1 does he send down a -- is there some kind of booklet
2 that they send down or a manual that they send down
3 telling everybody how to go through the rolling of
4 paper, how you do it, what you do, what they're for;
5 is there some I could go get it?

6 A. No, sir, it's all done in training classes.

7 Q. In training classes where?

8 A. Various places. Atlanta, Charlotte.

9 Q. Is all the training the same?

10 A. Yes, sir.

11 Q. So you would think, then, just logically,
12 that there is somewhere there is a training manual.

13 A. I don't have one in my possession.

14 Q. I know you don't, but --

15 A. I don't know of one.

16 Q. Well, how -- when they go up there, do they
17 have little -- you know, this is the age of
18 PowerPoint. Do you have little PowerPoints and they
19 show a form and they tell about it? Have you ever
20 been to these --

21 A. I've never been to a session for F and I.

22 Q. You never have?

23 A. No, sir.

24 Q. So I guess the person that would know that
25 would be Mr. O'Connor?

1 A. Yes, sir.

2 Q. And where is he located?

3 A. Charlotte, North Carolina.

4 Q. Where?

5 A. It's Sonic headquarters. 6415 Idlewild is
6 the address.

7 Q. You're pretty good on this stuff,
8 remembering stuff. How old are you?

9 A. Do I have to answer that? 51.

10 Q. Pretty good for 51. So Sonic -- Sonic,
11 this -- what do you call the headquarters, Sonic?

12 A. Yes, sir.

13 Q. Okay. Sonic, they make the decision to use
14 the arbitration agreement.

15 A. Yes, sir.

16 Q. And you don't know why they made that
17 decision.

18 A. No, sir.

19 Q. And you don't know what was the
20 considerations in that.

21 A. No, sir.

22 Q. And as far as you know, there is nothing in
23 your dealership that says that or gives an
24 explanation or tells Mr. James how to conduct his
25 rolling of paper.

1 MR. BLACK: Object to the form.

2 A. You're talking about a written document
3 that explains it?

4 BY MR. LEWIS:

5 Q. Uh-huh.

6 A. No, sir.

7 Q. Or -- or any kind of guidelines for him,
8 how does he do it.

9 A. No, sir.

10 Q. How does he know -- there's a packet of
11 documents, isn't there?

12 A. Yes, sir.

13 Q. And for every -- say, oh, this is what we
14 call it, a packet, or you roll out this packet.
15 Right?

16 A. Yes, sir.

17 Q. And the packets are the same for all sales.

18 A. No, sir.

19 Q. What's the difference?

20 A. Well, there's different kinds of contracts
21 for different kinds of deals, lease versus retail.

22 Q. All right.

23 A. The basic paperwork would be the same.

24 Q. Okay.

25 A. But there would be different retail and

1 lease contracts.

2 Q. Other than the retail versus lease, would
3 the rest of it be the same?

4 A. Yes, sir.

5 Q. Would the arbitration agreement be the
6 same?

7 A. Yes, sir.

8 Q. Now, so we know that there is a packet for
9 a lease or a sale. Let's suppose it's a sale. This
10 packet, do you keep the little packets together,
11 like he grabs a packet, or does he have to go
12 through and grab every one of them? How does it
13 work?

14 A. Each individual. They're not stored as a
15 packet.

16 Q. They're not. So he pulls them, each one of
17 them, as individually.

18 A. Yes, sir.

19 Q. And then he goes and he sits down with the
20 customer.

21 A. Yes, sir.

22 Q. And according to your testimony, he shows
23 it to them individually, and he points and does not
24 use flags.

25 A. Yes, sir.

1 Q. And you don't know what he says or what
2 explanations he makes.

3 A. No, sir.

4 Q. But you gave me the one that you would make
5 and what you would expect to be the minimum.

6 A. Yes, sir.

7 Q. So if I ask you about the agreement, who
8 made the decision to do something like the
9 class-action waiver, you wouldn't know anything
10 about that, would you?

11 A. No, sir.

12 Q. You don't even know what a class-action
13 waiver is.

14 A. Yes, sir.

15 Q. What is it?

16 A. You agree not to file a class-action
17 lawsuit.

18 Q. Well, do you think that's to the customer's
19 advantage? You said you thought this was to his
20 advantage. Is that -- is that one to the advantage
21 of the customer?

22 A. I really don't know, sir.

23 Q. Well, isn't it to the advantage of you?

24 A. No, sir.

25 Q. It's not to the advantage of the company?

1 A. I wouldn't think so.

2 Q. Well, why is it in there?

3 A. I have no idea.

4 Q. Have you talked to anybody about Exhibit
5 Number 2?

6 A. No, sir.

7 Q. I take it that it's a form contract, the
8 arbitration. I mean, it's a form document.

9 A. Yes, sir.

10 Q. And you all drafted the form, right?

11 A. Sonic Automotive drafted the form.

12 Q. Oh, the high-ups sent it down to you and
13 said, use this.

14 A. Yes, sir.

15 Q. Do you know anything about the negotiations
16 for buying this particular deal or going through
17 with this deal?

18 A. No, sir.

19 Q. Do you know how it happened?

20 A. No, sir.

21 Q. Do you know if it was -- if there was any
22 telephone conversations or it was all in store, how
23 many visits there were; do you know anything about
24 it?

25 A. No, sir.

1 Q. If I show you this, would you know this was
2 the packet for this deal?

3 A. Yes, sir.

4 MR. LEWIS: Would you mark it? That's
5 pretty good.

6 (Plaintiff's Exhibit Number 3, Dealership
7 transaction documents, was marked for
8 identification.)

9 BY MR. LEWIS:

10 Q. So if I look at Exhibit Number 3, that's
11 the packet for this deal, which was a sale of the
12 car, that would be the same packet that any sale
13 would have.

14 MR. BLACK: Object to the form. You can
15 answer.

16 A. Yes, sir.

17 BY MR. LEWIS:

18 Q. Turn to the last page there. It has the
19 number on it of 04039. Do you see that down at
20 the -- at the --

21 A. Oh, yes, sir.

22 Q. I want to make sure we're looking at -- we
23 were looking at Exhibit Number 3.

24 MR. HAMM: Mr. Lewis, repeat the number you
25 just referenced.

1 MR. LEWIS: 4039.

2 MR. BLACK: It appears they added a number
3 to the document in addition to our number. Page
4 CBM-0000045.

5 MR. HAMM: Okay. Thank you.

6 BY MR. LEWIS:

7 Q. You see that packet?

8 A. Yes, sir.

9 Q. Just out of curiosity, turn to the front
10 page. Did Brad Martin sign that front page?

11 A. No, sir.

12 Q. Huh?

13 A. No, sir.

14 Q. And did -- did Brad Martin agree to pay the
15 document fee?

16 MR. BLACK: Object to the form of the
17 question. I'll instruct him not to answer. That
18 goes beyond the --

19 MR. LEWIS: Not to answer. Okay. That's
20 fine.

21 BY MR. LEWIS:

22 Q. Did -- did -- he didn't sign that. Is
23 there any other places he didn't sign?

24 A. When you're referring to Brad Martin,
25 are -- we're talking about the Watts, correct?

1 Because I don't have the Martin deal in front of me.

2 I can't --

3 Q. You said Mr. Martin didn't sign an
4 arbitration agreement. You told me that.

5 A. Yes, sir.

6 Q. And I'm asking did he sign the front page,
7 the privacy notice, the front page, did he sign that
8 page of his packet?

9 A. I can't tell you that. I'm sorry. I
10 misunderstood. I cannot tell you.

11 Q. You remember the arbitration, but you don't
12 remember this.

13 A. Yes, sir.

14 Q. But we could pull his packet and find out
15 what he did, right?

16 A. Yes, sir.

17 Q. Okay. Because you have his packet
18 somewhere.

19 A. Yes, sir.

20 Q. What does it say on arbitration -- the
21 arbitration agreement in his packet, or is it just
22 blank? You don't know.

23 A. (Witness shakes head.)

24 Q. Is that right?

25 A. I don't know.

1 Q. All right. Let's look at that last page.
2 It's got the All Cars Checklist. Right?

3 A. Yes, sir.

4 Q. And down there it says, Arbitration
5 Agreement.

6 A. Yes, sir.

7 Q. That's on every deal.

8 A. Yes, sir.

9 Q. And it's a check. Either you check it or
10 you don't, right?

11 A. Yes, sir.

12 Q. Is this just a reminder to Mr. James, or
13 where does this -- this document go after it's
14 completed?

15 A. This -- this document here is something we
16 haven't used in a while. This is a checklist for
17 the F and I manager, Corey James, to make sure that
18 he's got everything in this package so it will go
19 upstairs to the accounting department.

20 Q. Okay. Where -- so this form, this one,
21 04039, isn't used anymore.

22 A. Not this version, no, sir.

23 Q. Is there another version?

24 A. On the back of the deal jacket.

25 Q. On the back of the deal jacket.

1 A. Yes, sir.

2 Q. Well, that explains a lot to me. What is a
3 deal jacket?

4 A. That's where all these documents would be
5 placed.

6 Q. Does that just mean a folder?

7 A. Yes, sir. It's a pre- --

8 Q. It's -- huh?

9 A. It's a pre-printed folder with this
10 checklist and some other checklists.

11 Q. On the -- on the back of it.

12 A. Yes, sir.

13 Q. So when you put all this in the folder,
14 they want to make sure they have all this in it.

15 A. Yes, sir.

16 Q. And then this folder is kept in your
17 dealership.

18 A. Yes, sir.

19 Q. Is this checklist sent anywhere or it just
20 sits there in -- on the folder?

21 A. In the folder.

22 Q. In the folder?

23 A. Yes, sir.

24 Q. It's not sent anywhere?

25 A. No, sir.

1 Q. Well, who reviews to see if the checklist
2 is in there and properly done?

3 A. Corey would. Corey James.

4 Q. Corey James would look at it?

5 A. Yes, sir.

6 Q. Well, he's the one that did it.

7 A. Yes, sir.

8 Q. So he'd look at the checklist that he did
9 to see that everything in the checklist was done.

10 A. Yes, sir.

11 Q. Does anybody else look at it?

12 A. Accounting probably.

13 Q. Probably accounting. So this -- this --
14 what do you call it, the deal folder would be sent
15 to accounting?

16 A. Yes, sir.

17 Q. And they check it over, too, to see that
18 all these things are in here.

19 A. Yes, sir.

20 Q. Now, what -- what are they instructed to do
21 if the -- with Mr. Martin when he didn't sign the
22 arbitration agreement? What do they do then?

23 A. Nothing.

24 Q. Nothing?

25 A. Nothing.

1 Q. They just look?

2 A. Yes, sir.

3 Q. So this checklist, they just say, huh-uh,
4 not signed.

5 A. It wouldn't state not signed.

6 Q. Well, it's blank.

7 A. Blank.

8 Q. And then they -- they wouldn't do anything.

9 A. No, sir.

10 Q. You don't know anything about how the
11 arbitration agreement was presented to the Watts,
12 other than you -- you say that Mr. James said it was
13 each piece of paper was given to them, and he
14 pointed to where to sign; that's all you know about
15 the presentation of the arbitration agreement.

16 A. That is correct.

17 Q. You don't know anything that was said,
18 anything else but that.

19 A. No, sir.

20 Q. And you're the man most knowledgeable. Do
21 you have a record of how many arbitrations that you
22 have -- you have gone through with reference to the
23 arbitration agreement?

24 A. I'm sorry. I didn't understand.

25 Q. You have an arbitration agreement there.

1 A. Yes, sir.

2 Q. It requires arbitration, you say.

3 A. Yes, sir.

4 Q. Has anybody ever arbitrated with you?

5 A. I have one now.

6 Q. One. Is that the only one you can
7 remember?

8 A. That's the only one that I've ever heard
9 of.

10 Q. Well, how long have you been with this
11 company?

12 A. 32 years.

13 Q. That's pretty good. So in 32 years, you
14 haven't ever heard of another one except the one you
15 have now.

16 A. Right.

17 Q. What's the one you have now?

18 A. I can't remember the guy's name. It's
19 Turner.

20 Q. What's he mad about?

21 A. A paint defect on his car.

22 Q. What kind of car was it?

23 A. It's a BMW.

24 Q. BMW. Did Mr. James leave on his own, or
25 was he fired, or do you know?

1 MR. BLACK: Object. Leave from where?

2 MR. LEWIS: He left from --

3 MR. BLACK: From Century BMW?

4 MR. LEWIS: He was up in -- he just told

5 me.

6 MR. BLACK: In Charlotte? Okay.

7 BY MR. LEWIS:

8 Q. Charlotte.

9 A. Mr. James left on a mutual agreement.

10 Corey's family was living in Charlotte. He was
11 having to live in Greenville, and he needed to go
12 back to Charlotte to his family.

13 MR. BLACK: That's why -- he's asking --
14 he's answering why he left Century BMW.

15 MR. LEWIS: I understand that. I'm not too
16 bad. I can listen.

17 BY MR. LEWIS:

18 Q. All right. Do you know why he left Sonic
19 in Charlotte?

20 A. No, sir.

21 Q. You don't know if he was fired or he left
22 on his own?

23 A. No, sir.

24 Q. All you know is he wanted to leave your
25 company to go back to Charlotte because that's where

1 his family was.

2 A. Yes, sir.

3 Q. Well, did he come from Charlotte?

4 A. Yes, sir.

5 Q. Did he come from Sonic of Charlotte?

6 MR. BLACK: Object to the form.

7 A. I really don't remember where Corey -- what
8 his other job was before us. I really don't
9 remember.

10 BY MR. LEWIS:

11 Q. This claim you have in arbitration, what --
12 where is it in the process?

13 A. It's just in beginning stages.

14 Q. Someone just said they want -- they want to
15 make a claim?

16 A. Yes, sir.

17 Q. Did they sue you first, or did they just go
18 into arbitration?

19 A. They sued us, and then it went into
20 arbitration.

21 Q. Who was the -- who is the lawyers involved;
22 do you know?

23 A. Brad Martin.

24 Q. Brad Martin again, huh? He's the lawyer
25 for you, or he's suing you?

1 A. No, he's the lawyer for us.

2 Q. And who is the other guy?

3 A. I really don't remember his name, sir.

4 Q. And it's up here in Greenville?

5 A. Yes, sir.

6 Q. And it's over a BMW.

7 A. Yes, sir.

8 Q. Have you told anybody else about this
9 claim, this arbitration claim, other than me here
10 today?

11 A. I'm sure quite a few of my employees know
12 about it.

13 Q. Well, how about people out -- all your --
14 any customers or anything?

15 A. No, sir.

16 Q. You don't tell that?

17 A. No, sir.

18 Q. You're frowning. Why are you frowning?

19 A. That wouldn't be a good business practice.

20 Q. Wouldn't be a good business -- okay. And
21 you don't know how you choose an arbitrator under
22 your arbitration agreement.

23 A. No, sir.

24 Q. You don't know anything about that.

25 A. I understand there's a board or a -- a

1 panel that you call, and they assign them or
2 whatever. But that's to the -- my extent of the
3 understanding.

4 MR. BLACK: Cam, are you getting to a point
5 where we can take a break soon?

6 MR. LEWIS: Sure, we can take a break now.

7 MR. BLACK: Okay.

8 (A recess transpired.)

9 BY MR. LEWIS:

10 Q. You've been with this company, I think you
11 said 32 years.

12 A. Yes, sir.

13 Q. And that company is what -- which company?

14 A. Century BMW.

15 Q. All right. How -- did Sonic always own
16 Century BMW?

17 A. No, sir.

18 Q. When did they buy them out?

19 A. 1998.

20 Q. Okay. Now, how long have arbitration
21 agreements been -- been used?

22 A. I became general manager in 2002, and they
23 were in effect then.

24 Q. How about before that?

25 A. I can't answer to that, sir.

1 Q. What were you before?

2 A. I was parts and service director.

3 Q. So as parts and service director, you
4 didn't ever know what was in the packet?

5 A. No, sir.

6 Q. And in the -- you being appointed as the
7 man most knowledgeable about the arbitration
8 agreement, you never looked back in the history to
9 see when it became any arbitration?

10 A. No, sir.

11 Q. Now, when did Mr. James leave you, that is,
12 Century BMW?

13 A. To the best of my recollection, it was
14 early 2006.

15 Q. Now, you said he left on mutual terms or
16 something like that.

17 A. Mutual agreement.

18 Q. What does that mean?

19 A. I decided and he decided that this wasn't
20 the place for him to be at this time.

21 Q. Okay. Would it be fair to say you weren't
22 happy with his work?

23 A. I was happy with his work.

24 Q. Well, then why -- why wasn't it good for
25 him to be here?

1 A. He was continuously late, but his work was
2 very good.

3 Q. Okay. Now we got it. So he was late, but
4 a good worker after he was late.

5 A. Yes, sir.

6 Q. Now, late, that means he just didn't come
7 in five minutes, that would be real late.

8 A. No, sir. Five minutes, in my book, is
9 late.

10 Q. Well, you're one of these people.

11 A. Yes, sir.

12 Q. You want them on time.

13 A. Yes, sir.

14 Q. So how -- how late would he be?

15 A. Five to ten minutes.

16 Q. And he would be five to ten minutes late
17 over -- and how often?

18 A. At the end of his employment, it became
19 more regular. Maybe twice a week, three times a
20 week.

21 Q. And that just irritated you.

22 A. Yes, sir.

23 Q. And he was the -- is it finance and income
24 or is it finance and insurance, F and I?

25 A. I've always called it finance and income.

1 Q. You have?

2 A. Yes, sir.

3 Q. And you don't know whether it's finance and
4 income or finance and insurance?

5 A. I've always called it finance and income.

6 Q. Okay. Fine. And so with him coming in
7 five, ten minutes late two times, three times a
8 week, you decided maybe it would be better if he
9 would go somewhere else?

10 A. He needed to go home.

11 Q. He needed to go home. And you made that
12 decision he needed to go home?

13 A. And he agreed.

14 Q. Okay. And did you get him a job then up
15 there at Sonic?

16 A. No, sir.

17 Q. Where did he go when he went to Charlotte?

18 A. He went to Sonic when he went to Charlotte,
19 but I did not get him the job.

20 Q. You didn't get him the job?

21 A. No, sir.

22 Q. Well, how did he get a job back at Sonic
23 when he left Sonic?

24 MR. BLACK: Object to the form.

25 A. I could only guess to that.

1 BY MR. LEWIS:

2 Q. Well, guess at it.

3 MR. BLACK: Object to having the witness
4 guess.

5 A. Networking.

6 BY MR. LEWIS:

7 Q. Networking.

8 A. Yes, sir.

9 Q. What was his job in Charlotte?

10 A. Previously?

11 Q. No, when he left you.

12 A. F and I. He took the same job in Charlotte
13 that he left me.

14 Q. And went to another dealership?

15 A. Yes, sir.

16 Q. What was the dealership?

17 A. Arnold Palmer Cadillac.

18 Q. Arnold Palmer Cadillac. And that's a Sonic
19 dealership?

20 A. Yes, sir.

21 Q. And he was doing the same thing?

22 A. Yes, sir.

23 Q. Was he the only one in that dealership like
24 he was in this dealership?

25 A. I don't know if he was the only one in that

1 store or not.

2 Q. Okay. Do you have a new guy?

3 A. Yes, sir.

4 Q. What's his name?

5 A. Rodney McCauly.

6 Q. And where is he from?

7 A. He is from the Greenville area.

8 Q. So he just -- did he come out of a Sonic
9 store, or did he --

10 A. No, sir.

11 Q. You just went and found him?

12 A. I just went and found him.

13 Q. Did you know him?

14 A. No, I didn't personally.

15 Q. Who did?

16 A. His former employer recommended him.

17 Q. Who was that?

18 A. James Brockman.

19 Q. And what -- what's he?

20 A. He's a car dealer.

21 Q. And what dealer is that?

22 A. Kia.

23 Q. The -- we talked about that class-action
24 waiver in that agreement, Exhibit Number 2. Do you
25 remember that?

1 A. Yes, sir.

2 Q. Do you know when it was put in or --

3 A. No, sir.

4 Q. You just know that it's in there now?

5 A. I know that it's in there now.

6 Q. And you couldn't tell me if it was in
7 there -- and we know it was in there when --
8 6/25/05.

9 A. Yes, sir.

10 Q. And it's been in there ever since.

11 A. Yes, sir.

12 Q. But we don't know how long before 6/25/05
13 it was put in.

14 A. No, sir.

15 Q. As a general manager, you don't -- do
16 they -- how many of those stacks of these -- each of
17 these pieces of paper in the packet, Exhibit
18 Number 3, how many do they send you at a time, or do
19 you run them off a Xerox?

20 MR. BLACK: Object to the form.

21 A. We order them. The exact quantity, I have
22 no idea, in each package.

23 BY MR. LEWIS:

24 Q. So you order them.

25 A. Yes, sir.

1 Q. And how do you order them? Do you order
2 them by some -- is there like -- you know, sometimes
3 they say this is Form Number 666. Is there -- at
4 the bottom, do you see -- looking at Exhibit Number
5 3, do you see that?

6 A. Yes, sir.

7 Q. Do you see the long one, the first long one
8 that comes out? It's called the Full Disclosure
9 Customer Worksheet. Do you see that? It's the
10 first one.

11 A. Yes, sir.

12 Q. And down at the bottom, it has a Form
13 814WS.

14 A. Yes, sir.

15 Q. You know what, if anything, that means?

16 A. That's the Austin Business Forms form
17 number for this.

18 Q. Who is Austin Business Forms?

19 A. That's the supplier of this form.

20 Q. And so who makes -- they just -- they print
21 them up?

22 A. Yes, sir.

23 Q. Where is this Austin Business Form place?

24 A. I have no idea.

25 Q. How do you know about it?

1 A. It's one of our recommended vendors.

2 Q. So how do they know -- is this a worksheet
3 that -- that Sonic tells you to use?

4 A. Yes, sir.

5 Q. And Sonic says that they got this form we
6 want you to use.

7 A. Yes, sir.

8 Q. And you buy it from them.

9 A. Yes, sir.

10 Q. I notice on the Arbitration Agreement, I
11 don't see any form numbers.

12 MR. BLACK: Is there a question?

13 BY MR. LEWIS:

14 Q. Do you see that?

15 A. Yes, sir.

16 Q. Well, how do you order it?

17 A. It's probably -- well, I can't attest to
18 that, what I -- how you order it. I don't order the
19 supplies.

20 Q. Well, it doesn't have a form number. How
21 do you know what to ask for?

22 A. Probably by title.

23 Q. Now by title. So you order by title.

24 A. If it doesn't have a form -- a form number,
25 you would order it by title.

1 Q. And where do you order the Arbitration
2 Agreements from?

3 A. All of our ordering is done online through
4 Sonic.

5 Q. Through Sonic?

6 A. Yes, sir.

7 Q. Is there something you bring up? What kind
8 of screen do you bring up; what's it called?

9 MR. BLACK: Object to the form.

10 BY MR. LEWIS:

11 Q. Form order?

12 A. The exact system name is PECOS. P-E-C-O-S.

13 Q. And when you bring up PECOS, what does it
14 tell you?

15 A. It gives you the list of forms.

16 Q. Oh, and you just can order like that.

17 A. Yes, sir.

18 Q. And the -- the form list, you see -- let's
19 go back to that last page again on Exhibit Number 3.
20 Are the All Cars Checklist, are those all forms?

21 A. You're talking about each individual --

22 Q. Yeah.

23 A. -- area? Some of theme are forms. Some of
24 them are information.

25 Q. Okay. Well, let's look at the packet then.

1 Look at the packet. Start with the first number,
2 and that's 3995. Do you see that?

3 A. Yes, sir.

4 Q. Is that a form?

5 A. Yes, sir.

6 Q. And do you order that?

7 A. Yes, sir.

8 Q. Is that a required form by law, or just a
9 required form by Sonic?

10 MR. BLACK: Object to the form. You can
11 answer if you know.

12 A. This is a privacy notice. It is required
13 by Sonic and probably required by law.

14 BY MR. LEWIS:

15 Q. All right.

16 A. It is required by law.

17 Q. And the next one is -- is this a form that
18 you order?

19 A. No, sir. This is automatically printed out
20 at the time the purchase is made, depending on what
21 coverage the customer decides to or not to take.

22 Q. And that's 3996.

23 A. Yes, sir.

24 Q. All right. Let's look at 3997. Is that a
25 form?

1 A. Yes, sir.

2 Q. Is that a form that's required by law?

3 A. Yes, sir.

4 Q. And you order those from that same place?

5 A. Yes, sir.

6 Q. Okay. Look at 3998. That's not a form, is
7 it?

8 A. I have no idea what that is. A fax
9 confirmation.

10 Q. Okay. Look at 3999. That's -- is that a
11 form?

12 A. Yes, sir.

13 Q. Is that one you order from the same place?

14 A. This one may not be. This one may be from
15 the State of South Carolina.

16 Q. Okay. Is it a required form?

17 A. Yes, sir.

18 Q. By law?

19 A. Yes, sir.

20 Q. The next one is a vehicle history report,
21 4000.

22 A. This is computer-generated from BMW.

23 Q. Okay. How about 4001, is that part of the
24 same report, or no?

25 A. This is -- this is where we shipped a lien

1 off to someone.

2 Q. Okay. But that's not --

3 A. That's not a form, no.

4 Q. Okay. How about 4002?

5 A. This is a form.

6 Q. Is this a -- required by law?

7 A. This is an agreement to provide insurance.

8 Q. An agreement with who?

9 A. The customer and their insurance company.

10 Q. Okay. Do you -- is that something that you
11 require?

12 A. We do require it.

13 Q. But is it -- so this is a form of Sonic,
14 not a -- a form by law.

15 MR. BLACK: Object to the form.

16 A. This is a form by Sonic.

17 BY MR. LEWIS:

18 Q. Okay. And you order it?

19 A. Yes, sir.

20 Q. All right. How about 4003?

21 A. This is a computer-generated.

22 Q. At your dealership?

23 A. Yes, sir. This is built into our computer
24 system, so this is the way it prints.

25 Q. All Sonic dealerships have the same

1 computer system?

2 A. Yes, sir, now we do.

3 Q. What is it called?

4 A. ADP.

5 Q. ADP. And 4004 would be another
6 ADP-generated?

7 A. Yeah, the next three forms are the same
8 form.

9 Q. Okay. How about -- how about now we're
10 looking at 4007. We already talked about it.

11 A. Yes, sir.

12 Q. Now, is this form, when it comes, this full
13 disclosure customer worksheet, is it long like this,
14 or is it the same size of those other papers?

15 A. This form was long in 2005, and they
16 changed it between 2005 and 2008. It's shorter now.

17 Q. It fits in to be like the other ones.

18 A. Yes, sir.

19 Q. But it was long back then.

20 A. Yes, sir.

21 Q. Now, the next one is 4008, which is Exhibit
22 Number, I believe, 2, as well as part of the packet.

23 A. Yes, sir.

24 Q. And it's long.

25 A. Yes, sir.

1 Q. Was it long at that time, or was it --

2 A. Yes, sir.

3 Q. -- short?

4 A. Yes, sir.

5 Q. It was long.

6 A. Long.

7 MR. BLACK: And by long, you mean on
8 legal-size paper?

9 BY MR. LEWIS:

10 Q. Is this -- looking at it, is this the size
11 of the document, the original document?

12 A. Yes, sir.

13 Q. Do you know how many words are in this
14 document?

15 A. No, sir.

16 Q. Would you believe me there was 1100?

17 A. Yes, sir.

18 Q. And the next one, 4009, is a --

19 A. Ordered form.

20 Q. A what?

21 A. Ordered form.

22 Q. Ordered. And it's -- but it's not required
23 by law?

24 A. Car invoice may be required by law; I'm not
25 sure of that.

1 Q. Okay. Car invoice. Now, this one here,
2 looking at 4009, this is a car invoice to who? Who
3 is it an invoice to?

4 A. This one's an invoice to the Watts.

5 Q. And what does it tell you, that this is
6 what they paid, 32,000?

7 A. Yes, sir. Yes, sir.

8 Q. And the 32,000 is made up of 31,375, plus
9 299.50, plus 300, plus 25?

10 A. If that adds up to 32,000, yes, sir.

11 Q. Well, okay. What is total time price?

12 A. Oh, that would be if you financed it.

13 Q. If I financed it, it would be less?

14 A. It would be more, because of two lines
15 above you would add your finance charge in.

16 Q. I'm con- -- I'm very confused. It has in
17 here, number -- total time price. What is that?
18 31,700.50.

19 A. I don't -- what's that, 31 --

20 MR. BLACK: Let me just object that I think
21 we've strayed beyond the topic in the Notice.

22 MR. LEWIS: Okay.

23 MR. BLACK: I'm giving you some leeway.
24 The witness wasn't -- didn't come in prepared to
25 analyze each of these forms in detail.

1 BY MR. LEWIS:

2 Q. Okay. So you don't know what that is
3 today.

4 A. Without a calculator and sitting down and
5 figuring it out, probably not.

6 Q. Okay.

7 A. But I just don't know right this moment.

8 Q. Okay. 4010, is that -- what is that?

9 A. It's an ordered form.

10 Q. And ordered, we mean ordered from Sonic?

11 A. Yes, sir.

12 Q. And is it required by law?

13 A. No, sir.

14 Q. The same as 4011?

15 A. Yes, sir.

16 Q. And 4012 is something that was generated on
17 your computer?

18 A. Yes, sir.

19 Q. And 4013, I don't know what that is. That
20 must be something that's stamped on the back of
21 something. It doesn't matter.

22 A. I have no clue.

23 Q. And then you have pictures with people on
24 them and an insurance card.

25 A. Yes, sir.

1 Q. And then you have another picture of a
2 pretty lady. Do you see that of one?

3 A. Yes, sir.

4 Q. All right. That's 4015.

5 A. I saw that.

6 Q. 4016, that must come off of a computer?

7 A. Yes, sir.

8 Q. 4017, what is that?

9 A. This is computer-generated, to do the tag
10 work for the car.

11 Q. Okay. And 4018 is a --

12 A. A copy of a check.

13 Q. Okay. 4019, that's -- is that a form?

14 A. Yes, sir, that's an ordered form.

15 Q. Okay. And it's not required by law?

16 MR. BLACK: Object to the form.

17 A. The Retail Buyer's Order is required by
18 law.

19 BY MR. LEWIS:

20 Q. Okay. Required by law. Now, if I -- and
21 is this form ordered?

22 A. Yes, sir. Yes, sir.

23 Q. And everything that's not written on it
24 would -- that is -- that is, it looks typed, that
25 would be on the ordered form?

1 A. Yes, sir.

2 Q. So every ordered form on BM -- from Sonic
3 will have the processing fee there?

4 MR. BLACK: Objection. And I'll instruct
5 you not to answer. That goes well beyond the
6 Deposition Notice to the merits of the case.

7 MR. LEWIS: You shouldn't have given me the
8 form.

9 BY MR. LEWIS:

10 Q. The next one, 4020?

11 A. This is sent to us by BMW.

12 Q. Is it required by law?

13 MR. BLACK: Object to the form. Go ahead.

14 A. I have no idea.

15 BY MR. LEWIS:

16 Q. How about 4021?

17 A. Continuation.

18 Q. All right. And then the certificate of
19 title, we know what that is, 4022. 4023 is a what?

20 A. The back of the title.

21 Q. Okay. 4024, what is that?

22 A. That is a Form 400. This comes from the
23 State of South Carolina.

24 Q. Is that required --

25 A. Yes, sir.

1 Q. -- by law?

2 A. Yes, sir. It's required.

3 Q. And is 4025 required by the law?

4 A. Yes, sir. That's the back of Form 400.

5 Q. Okay. 4026 is an internal form?

6 A. Yes, sir.

7 Q. And is this check requested, is that
8 something that comes from Sonic, or is that just
9 y'all's form?

10 A. This form comes -- all our forms that are
11 pre-printed come from Sonic.

12 Q. So this one comes from Sonic, too.

13 A. Right, yes.

14 Q. But it's not required by law?

15 A. No, sir.

16 Q. Same with 4027?

17 A. Yes, sir.

18 Q. 4028?

19 A. This is a BMW computer printout.

20 Q. Okay. 4029?

21 A. Same.

22 Q. 4030?

23 A. Yes, sir. Same thing.

24 Q. 4031?

25 A. Same thing.

1 Q. Now, that's required by law, isn't it?

2 A. The odometer statement?

3 Q. Yeah.

4 A. This one is sent to BMW.

5 Q. But there is an odometer statement --

6 A. Yes, sir.

7 Q. -- required by law?

8 A. Yes, sir, there is.

9 Q. But this is not it?

10 A. No, sir.

11 Q. Okay. 4032.

12 A. That's a pre-printed form from Sonic.

13 Q. Is that required by law?

14 A. No, sir.

15 Q. And 4033?

16 A. Computer-generated, in-house form.

17 Q. 4034?

18 A. Computer-generated, in-house.

19 Q. 4035?

20 A. The same.

21 Q. 40 -- I don't see it. It's cut off. It's

22 CBM-0000042.

23 A. Right. This is a computer-generated, a

24 copy of the one we just went over that was

25 handwritten.

1 Q. Oh, that is a copy of that one he wouldn't
2 let me ask you about.

3 A. Yes, sir.

4 Q. And this is -- the next one is 4037. Those
5 are government forms?

6 A. These are county tax papers.

7 Q. And 4038?

8 A. That's a copy of a fax.

9 Q. And 4039 is that checklist we've already
10 gone over.

11 A. Yes, sir.

12 Q. And this is essentially what a packet would
13 look like for anybody that bought a car.

14 A. Yes, sir.

15 MR. BLACK: Object to the form of the
16 question.

17 BY MR. LEWIS:

18 Q. Now, if you had a -- if you were going to
19 finance the car through you, would there be a
20 finance packet, too, or would this packet, Exhibit
21 Number 3, be bigger?

22 A. Exhibit 3 would be bigger.

23 Q. Was it -- and if you were going to lease a
24 car, there would be just different documents that
25 would support a lease, but it would be essentially

1 the same documents otherwise?

2 A. Yes, sir.

3 Q. Do you know -- we went through each of the
4 documents in Exhibit Number 3. Do you know what the
5 purchasers in this case were told about each of
6 those documents?

7 A. No, sir.

8 Q. Do you -- what is the requirement you have
9 on your F and I guy to explain each of the
10 documents; does he have a requirement?

11 A. Yes, sir.

12 Q. And he's supposed to explain each one of
13 them?

14 A. Yes, sir.

15 Q. And how long -- how long does that take?

16 A. Oh, it could take, depending if the
17 customer had any questions on each one, it could
18 take five, ten minutes a form --

19 Q. Is that what --

20 A. -- if they had questions.

21 Q. Well, what does it take normally? You've
22 been in the business. Y'all sell 1200 cars a year.
23 How long does it take to explain this packet? One
24 guy, 1200 people.

25 MR. BLACK: Object to the form. The packet

1 contains a lot of documents that don't go to the
2 customer.

3 MR. LEWIS: Okay.

4 BY MR. LEWIS:

5 Q. Pick up Exhibit Number 3. And I want you
6 to look through it and tell me each document that
7 the customer is explained.

8 A. The privacy notice, the first one.

9 Q. All right.

10 A. The second one, which is the --

11 Q. Give me the numbers of them at the bottom.

12 A. Okay. Okay. The first one is 3995.

13 Q. Uh-huh.

14 A. 3996.

15 Q. Uh-huh.

16 A. 3997 is explained on the sales floor. This
17 is a --

18 Q. Sales floor?

19 A. Yes, this is a document that's actually
20 posted in the window of the car.

21 Q. So that document is for the salesman to
22 explain.

23 A. It's -- yes, sir.

24 Q. But the F and I guy doesn't say anything
25 about it?

1 A. He will go over it again.

2 Q. He will go over it again.

3 A. I'm going to skip 3998, because -- 3999
4 would be reviewed in the F and I office.

5 Q. Reviewed. Do they explain it to them or do
6 they just review it? Do they have a requirement to
7 explain it?

8 A. Well, yes, they would explain it. There's
9 nothing but the sale-of-a-motor-vehicle form.

10 Q. Okay.

11 A. 4002 would be explained and ask the
12 customer for information specifically on this form.

13 Q. Okay.

14 A. Skipping ahead, 4008.

15 Q. Yeah. We've already talked about that one.

16 A.. 4010.

17 Q. Uh-huh.

18 A. The printed version of 4019, the one we
19 couldn't find the number on.

20 Q. 4019?

21 MR. BLACK: I think the printed version
22 was --

23 MR. LEWIS: Okay.

24 MR. BLACK: The printed version is CBM --

25 BY MR. LEWIS:

1 Q. 4019 is gone through.

2 A. Yes, sir.

3 MR. BLACK: Well, he said the printed
4 version.

5 A. The printed version.

6 BY MR. LEWIS:

7 Q. Yeah. Yeah. I don't understand the
8 printed version. 4019 is printed.

9 A. The computer printed one, the one we could
10 not find the -- the number on at the end.

11 MR. BLACK: It's CBM-000042. It's the one
12 that your number got knocked off the bottom of.

13 MR. LEWIS: 40 what --

14 MR. BLACK: Four 0's, and then 42.

15 MR. LEWIS: 42.

16 BY MR. LEWIS:

17 Q. Okay. It's got them all typed.

18 A. Yes, sir.

19 Q. What do they do -- both of them are signed.
20 Why do they go through one and then type one?

21 A. The -- the handwritten one is generated out
22 on the sales floor with the sales manager.

23 Q. Oh, the sales manager.

24 A. Yes, sir.

25 Q. And so there's a new person that's been

1 involved here. We had -- I thought it went direct
2 from Mrs. Elizabeth to Mr. James. It doesn't?
3 There's somebody in between?

4 A. The salesperson will confer with the sales
5 manager to get his signature, approval to sell the
6 car.

7 Q. So the -- I got -- I got to understand
8 something. So this Exhibit Number -- Exhibit
9 Number -- hold on -- 3, 4019 --

10 A. Yes, sir.

11 Q. -- that's done on the floor.

12 A. Yes, sir.

13 Q. Now, is the sales manager's signature on
14 that document?

15 A. Yes, sir.

16 Q. And so they sit down there, and this is
17 negotiated, and then the sales manager signs it.

18 A. Right.

19 Q. Okay. And then where does it go?

20 A. Then the salesperson takes it to Corey
21 James at that time.

22 Q. And Corey James then types up Exhibit
23 Number -- the one that doesn't have that cut off.

24 A. That is correct.

25 Q. CBM-000042.

1 A. Yes, sir.

2 Q. And should be exactly the same, except
3 one's typed and one isn't.

4 A. Yes, sir.

5 Q. Well, why do you do that?

6 MR. BLACK: Object to the form.

7 A. Why do you do the first one, the
8 handwritten one?

9 BY MR. LEWIS:

10 Q. No, why do you take one and get it all
11 filled in in handwriting, and then take the time to
12 type it -- type it and get it on a different -- the
13 same form typed?

14 A. To make sure there's no mistakes.

15 Q. To make sure there's no mistakes?

16 A. Yes, sir.

17 Q. There's more likely to be a mistake if you
18 go from a handwritten one to a typed one.

19 MR. BLACK: Object to the form.

20 A. These two have to match.

21 BY MR. LEWIS:

22 Q. Oh, they have to match. I gotcha. And who
23 determines they match?

24 A. The account -- I mean, the F and I office,
25 Corey James.

1 Q. Now, who is -- the bottom signature, who is
2 that?

3 MR. BLACK: There are a number of
4 signatures. Which are you asking him about?

5 BY MR. LEWIS:

6 Q. On 000042. Mine is cut off a little bit.
7 What's the bottom signature; is that Corey James?

8 A. Are you talking about where it says, this
9 agreement, the very last --

10 Q. Yeah.

11 A. That would -- it's cut off, but it looks
12 like Corey.

13 Q. Okay. And then it says, disclaimer of
14 warranties, purchaser's signature. The purchaser's
15 signature is not there, right? Am I right?

16 A. You're talking on new vehicle disclaimer
17 warranties?

18 Q. Yeah.

19 A. They didn't buy a new vehicle.

20 Q. So you have to sign either one of those?

21 A. Yes, sir.

22 Q. Okay. And Corey James is the officer of
23 the company that signed this.

24 A. Yes, sir.

25 Q. And he is also the -- is that his signature

1 on the 4019? Whose signature is that?

2 A. I haven't seen this signature in a long
3 time, but I would assume it's Jeff Novak.

4 Q. And what is he?

5 A. He was the used car manager.

6 Q. So the used car manager agreed to it, and
7 Corey James agreed to it on a different form.

8 A. Yes, sir.

9 Q. Once they -- the used car manager agreed to
10 it, it's over with then, isn't it? Does Corey James
11 have the right then to not do it?

12 MR. BLACK: Object to the form.

13 A. Corey does not have the right to stop the
14 deal.

15 BY MR. LEWIS:

16 Q. So why -- so he approved it, but he doesn't
17 have the right to not approve it?

18 A. He would not sign it if it did not match
19 up.

20 Q. But all he would be able to do is match it
21 up, because once it's signed, as shown on 4019, then
22 you have to sell the car.

23 MR. BLACK: Object to the form.

24 A. Sold -- 4019, we agreed to sell the car for
25 this amount.

1 BY MR. LEWIS:

2 Q. Right. And that's it.

3 A. The manager.

4 Q. Right.

5 A. Corey would have the right, if there was
6 something that did not add up correctly, to go back
7 to Jeff and say, there's something wrong here, I'm
8 not going to sign it until you get it straightened
9 out.

10 Q. And Jeff would have to go straighten it
11 out.

12 A. Yes, sir.

13 Q. And that could even mean having -- making
14 them pay more money?

15 MR. BLACK: Object to the form.

16 A. Not above what they originally agreed to.

17 BY MR. LEWIS:

18 Q. Okay. Now, this arbitration agreement
19 says -- has some provision in there about small
20 claims court. Do you understand that, or do you
21 know anything about that?

22 A. I don't know anything about the small
23 claims court.

24 Q. You what?

25 A. I don't know anything about the small

1 claims court part of it.

2 Q. Does -- do you know if that's something
3 they explain to people, or do you know? You don't
4 know?

5 A. I don't know.

6 Q. Okay. We've got the packet that we showed
7 before you, Exhibit Number 3. Okay. Our client
8 said there were more documents than this, than
9 shown, some other documents than shown in this
10 packet. Do you know what they could have been?

11 MR. BLACK: Objection. Mischaracterizes
12 the testimony.

13 BY MR. LEWIS:

14 Q. Well, could there have been more documents
15 given to the Watts than are in this packet?

16 MR. BLACK: Okay. Form, speculation.

17 A. I mean, other than owner's manuals?

18 BY MR. LEWIS:

19 Q. Yeah.

20 A. There could be owner's manuals.

21 Q. Anything else?

22 A. There should be other -- no more legal
23 documents, no.

24 Q. You know anything about what's been called
25 the Dealer Act, the act that allows people to bring

1 suits against dealers for not doing -- for fraud and
2 so forth?

3 A. No, sir.

4 Q. Have you ever read anything on it?

5 A. No, sir.

6 Q. Now, I want to ask you one more little set
7 of questions. And what I want to know is you
8 mentioned to me that there may be a training or --
9 and the training might lead us to what is taught to
10 F and I people. Where would we go to find that?

11 MR. BLACK: Object to the form.

12 A. To find the training schedule?

13 BY MR. LEWIS:

14 Q. To find out what -- how they train people.
15 What is --

16 A. Richard O'Connor.

17 Q. And he would have the training?

18 A. Yes, sir.

19 Q. And he's up in the offices in --

20 A. Charlotte.

21 Q. -- Charlotte. And what -- and it's called
22 Sonic, the Sonic offices?

23 A. It's Sonic Automotive.

24 Q. Okay. In Charlotte?

25 A. Yes, sir.

1 MR. LEWIS: Excuse me just a minute.

2 MR. BLACK: Break?

3 MR. LEWIS: I hope that we can leave you.

4 (A recess transpired.)

5 MR. LEWIS: Thank you, Mr. Bishop.

6 THE WITNESS: Thank you.

7 EXAMINATION

8 BY MR. BLACK:

9 Q. Mr. Bishop, my name is Dennis Black. I'm
10 from the law firm called Williams and Connolly. You
11 understand I represent Century BMW?

12 A. Yes, sir.

13 Q. Mr. Lewis asked you a bunch of questions
14 about what he termed "the packet" this morning, and
15 I think it's marked in front of you as Exhibit 3.
16 Do you recall those questions?

17 A. Yes, sir.

18 Q. Are there a number of documents in what he
19 called the packet that are not shown to the customer
20 at the time of the deal?

21 A. There's quite a few in there that wouldn't
22 be shown to the customer.

23 Q. So what's -- what you've got in front of
24 you as Exhibit 3 is not a stack of documents all of
25 which are given to the customer in the F and I

1 office.

2 A. That's correct.

3 Q. Let's go through and give some examples of
4 that. Would the -- and you skipped over -- when you
5 were asked about documents that were explained to
6 the customer, you skipped over a number of documents
7 in the deal jacket, right?

8 A. Correct. Those would be documents the
9 customer wouldn't see.

10 Q. Okay. Let's look at CBM -- well, let me
11 use his numbers since he did. If you turn to
12 Document Number 4000, the vehicle history report.

13 A. That wouldn't be to the customer.

14 Q. And 4001, where you were paying off the
15 lien on the trade-in?

16 A. That wouldn't be to the customer.

17 Q. If you go to the 4003.

18 A. No.

19 Q. And by no, you mean that doesn't go to the
20 customer?

21 A. Would not go to the customer.

22 Q. 4004?

23 A. It's a copy of 4003, and 4005 and 4006 is
24 all copies of the same document. They would not go
25 to the customer.

1 Q. How about 4009?

2 A. 4009 would go to the customer.

3 Q. 4012?

4 A. Would not.

5 Q. 4013?

6 A. Would not.

7 Q. 4014 came from the customer?

8 A. Yes, sir.

9 Q. Same for 4015?

10 A. Yes, sir.

11 Q. How about 4016?

12 A. That would not go to the customer.

13 Q. 4017?

14 A. Would not.

15 Q. 4018?

16 A. No, sir.

17 Q. 4020?

18 A. No, sir.

19 Q. 21?

20 A. No, sir.

21 Q. How about 22, does that go to the customer,
22 4022?

23 A. Yes. They paid cash for it; they would get
24 this title.

25 Q. Okay. 4026?

1 A. No, sir.

2 Q. 4027?

3 A. Would not go.

4 Q. 4028?

5 A. Would not go.

6 Q. 4029?

7 A. No.

8 Q. 4030?

9 A. No.

10 Q. 4031?

11 A. No, sir.

12 Q. 4032?

13 A. No, sir.

14 Q. 4033?

15 A. No, sir.

16 Q. 4034?

17 A. No, sir.

18 Q. 4035?

19 A. No, sir.

20 Q. 4038 is a fax from the customer sometime
21 after the transaction?

22 A. Yes, sir.

23 Q. So that wouldn't have been explained to the
24 customer during the transaction.

25 A. No, sir.

1 Q. And the checklist at 4039, that doesn't go
2 to the customer, does it?

3 A. No, sir.

4 Q. Did Century BMW have an official policy of
5 whether you would sell a vehicle to a customer who
6 refused to sign the arbitration agreement?

7 MR. LEWIS: Object to the form.

8 A. If a customer objected to signing the
9 arbitration form, we would still sell them the car.

10 BY MR. BLACK:

11 Q. You -- you testified that you -- that the F
12 and I managers were not trained to volunteer to the
13 customer that you don't have to sign this
14 arbitration agreement. Do you recall that?

15 A. Correct. The F and I manager was not
16 obligated to explain that they did not have to sign
17 the arbitration agreement.

18 Q. Were they trained to tell the customer, you
19 are required to sign this arbitration agreement?

20 A. No, sir.

21 Q. If the customer asked, am I required to
22 sign this arbitration agreement as a condition of
23 buying the car, what was Century BMW's policy for --

24 MR. LEWIS: I object to the form.

25 A. The customer --

1 BY MR. BLACK:

2 Q. Let me ask the question. What was Century
3 BMW's policy about whether they would sell a car to
4 someone who objected to signing the arbitration
5 agreement?

6 A. We would still sell the car.

7 Q. You testified that you could only remember
8 the name of one person who had refused to sign the
9 arbitration agreement and, nevertheless, bought a
10 car. Are you aware that there are other customers
11 whose names you don't remember who similarly refused
12 to sign the arbitration agreement and you,
13 nevertheless, sold them the car?

14 A. Yes.

15 MR. LEWIS: Object to the form.

16 BY MR. BLACK:

17 Q. And are there other customers other than
18 the one person whose name you remembered who refused
19 to sign the arbitration agreement and --

20 MR. LEWIS: Object to the form.

21 BY MR. BLACK:

22 Q. Let me finish my question. Are there
23 people other than the person whose name you
24 mentioned that you are aware of who refused to sign
25 the arbitration agreement and, nevertheless, were

1 sold a car by Century BMW?

2 MR. LEWIS: Object to the form.

3 BY MR. BLACK:

4 Q. You can answer.

5 A. Yes, sir.

6 Q. You mentioned earlier that you're only
7 aware of one arbitration that's been filed since
8 you've been general manager?

9 A. Yes, sir.

10 Q. How many lawsuits are you aware of that
11 have been filed against Century BMW since you've
12 been general manager?

13 A. Actually, there was two.

14 Q. And does that include this one?

15 A. Yes, sir.

16 Q. So this one and one other.

17 A. Yes, sir.

18 Q. And was the one other the one that went to
19 arbitration?

20 A. The other one, I cannot recall. I did not
21 go to court. I believe it was dismissed between the
22 two lawyers.

23 Q. Okay. So there's the Turner case that went
24 to arbitration. There's the one other one.

25 A. Right.

1 Q. And then there's this lawsuit.

2 A. Yes.

3 Q. And that's the only litigation you're aware
4 of?

5 A. That's the only litigation I've been
6 involved in since 2002. And before that, I was not
7 involved in any.

8 MR. BLACK: Nothing further.

9 EXAMINATION

10 BY MR. LEWIS:

11 Q. You mentioned you remember some other
12 customers that you couldn't remember on the
13 arbitration agreement?

14 A. I remember other cus- -- customers not
15 signing. I do not remember their names.

16 Q. Do you remember whether it was one, two,
17 three, four?

18 A. Exact number, I couldn't tell you, sir.

19 Q. You couldn't tell me anything about it.
20 You just remembered somewhere --

21 A. Yes, sir.

22 Q. -- just in your head somewhere.

23 A. Yes, sir.

24 MR. LEWIS: Nothing further.

25 (The deposition was concluded at 11:58 p.m.)

SIGNATURE OF DEPONENT

I, the undersigned, JOHN ROBERT BISHOP,
hereby certify that I have read the foregoing
deposition and find it to be a true and accurate
transcription of my testimony, with the following
corrections, if any:

PAGE	LINE	CHANGE	REASON
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JOHN ROBERT BISHOP

DATE

CERTIFICATE OF REPORTER

I, Kathy P. Taylor, Registered Professional Reporter and Notary Public for the State of South Carolina at large, do hereby certify that the foregoing transcript is a true, accurate and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

WITNESS MY HAND, I have hereunto affixed my official seal this 1st day of February, 2008, at Greenville County, South Carolina.

KATHY P. TAYLOR
REGISTERED PROFESSIONAL REPORTER
MY COMMISSION EXPIRES
JUNE 13, 2017

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ARBITRATION AGREEMENT

(All States Except CA)

DATE: 6.25.05

VIN: 4U50T33554LS50759

In this Arbitration Agreement ("Agreement"), "you" and "your" refers to the customer(s) who sign(s) below. "We", "us", and Dealer refer to the Dealer signing below, and includes the Dealer's employees, agents, and parent and affiliated companies (including, but not limited to, Cornerstone Acceptance Corporation) and their employees and agents. "Parties" refers to you and us. "Vehicle" refers to the automobile identified by the VIN set forth above. "Claim(s)" includes any and all disputes, claims or controversies between the Parties relating to the Vehicle or arising out of or relating to: (a) the application for and the terms of and enforceability of the sale, lease, or financing of the Vehicle, (b) the purchase or terms of any warranty, service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching product and warranty, GAP protection, deficiency waiver addendum, or any or other product or insurance, (c) any claims of breach of contract, negligence, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (d) any claim of a violation of any state or federal statute or regulation, or (e) the Vehicle's condition, warranty, workmanship, servicing, maintenance or repair. All Claims must be brought within the time allowed by the applicable statute(s) of limitation. "Contract(s)" refers to any agreement(s) between you and us regarding the sale, lease, financing, service or maintenance of the Vehicle.

Upon the request of a Party, any and all Claim(s) shall be decided in binding arbitration before the American Arbitration Association (1-800-778-7879/www.adr.org) ("AAA"). The Parties may mutually agree to use another arbitration forum and/or qualified arbitrator. Unless mutually agreed otherwise between the Parties, any arbitration under this Agreement shall be conducted under the commercial arbitration rules of the AAA. To the extent that any Claim is deemed a "consumer dispute", the Parties agree that the fee schedule provided in the rules for consumer disputes of the AAA, if any, will apply. You can get a copy of the rules from the AAA. The arbitration hearing shall be conducted, at your option, in the federal district in which you reside or in which the Vehicle was purchased or leased.

The Parties waive the right to request arbitration for a Claim filed and maintained individually (as opposed to a class action) in your state's small claims court, if any. However, if such a Claim originally brought in small claims court is transferred or removed to a higher state or federal trial court, the Parties reserve their right to request arbitration under this Agreement.

The Parties agree that once one of the Parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all Claims. By entering into this Agreement the Parties are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff or claimant action in court or through arbitration. Until a Party entitled to do so requests arbitration under this Agreement, any party to this Agreement may proceed with all other rights and remedies they may have. Neither you nor we waive our right to request arbitration under this Agreement, even after all Parties have elected to litigate a Claim in court, in the event new Claims are asserted after the initial filing of such litigation in court.

The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing local, state or federal law when making an award, and shall award only those damages or other relief allowed by such governing law. Issues regarding whether a matter is arbitrable shall be made by the arbitrator. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may seek entry of a judgment on the award in any court of competent jurisdiction.

If you initiate a Claim for Arbitration under this Agreement, we agree to pay that portion of the AAA's initial filing fee which exceeds the lesser of the court filing fee for the state or federal court located in the jurisdiction in which you reside. If we initiate a Claim for arbitration we will pay the entire initial filing fee. We also agree to pay up to \$1500 of the arbitrator's fees, unless applicable law or the rules of the AAA require otherwise. Unless applicable law or the rules of the AAA require otherwise, the Parties agree to share equally all other costs and fees, including the arbitrator's fees in excess of \$1500. Notwithstanding any other provision of this Agreement, we will also pay any amount of fees or costs that a court or the arbitrator decides we must pay in accordance with applicable law for this Agreement to be enforceable. The arbitrator deciding the Claim(s) shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this Agreement and applicable law. Unless otherwise ordered by the arbitrator in accordance with applicable law or provided otherwise by applicable law, the Parties shall be responsible for the payment of their own attorney's(*) fees.

This Agreement evidences a transaction in interstate commerce within the meaning of the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) ("FAA") and is hereby made binding, except for any right of appeal.

If any part of this Agreement shall be found unenforceable, the remaining provisions shall nevertheless be enforceable. In the event this Agreement is found to be unenforceable, the Parties agree to be bound by the terms and conditions permitted by applicable law.

This Agreement shall be made a part of all contracts and made a part of all contracts to the extent this Agreement is enforceable. This Agreement will be enforceable.

EITHER
CO-
Customer: _____
Customer: _____

Arbitration
and

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HEATHER HERRON, ET. AL.

Plaintiffs,

vs.

CARMAX AUTO SUPERSTORES, INC., ET.
AL.

Defendants.

) IN THE COURT OF COMMON PLEAS

) CIVIL ACTION NO.: 06-CP-02-1230

) AFFIDAVIT OF CHRISTINE
WATTS

PERSONALLY APPEARED before me, Christine Watts, being duly sworn, deposes and states that:

1. I am a named Plaintiff in this action and am competent to testify to the matters stated herein.
2. On June 25, 2005 I purchased a 2004 BMW from Defendant Sonic Automotive, Inc. d/b/a Century BMW. A copy of my Retail Buyer's Order is attached as Exhibit A.
3. The 2004 BMW was purchased to be and is my primary source of transportation.
4. I was hastily given other paperwork which the dealership required me to sign. This paperwork included the "Arbitration Agreement" that is attached as Exhibit B.
5. The "Arbitration Agreement" was not discussed or explained to me and was given to me on a "take it or leave it" basis.
6. I did not participate in the drafting of the "Arbitration Agreement" and had no

voice in the formulation of its terms.

7. At the time of my purchase I did not understand the implications of arbitration or possess the experience necessary to make me aware of the implications of arbitration.
8. I did not have a lawyer present to provide me assistance in the execution of the paperwork required to purchase the 2004 BMW.

Further affiant sayeth not.

SWORN TO AND SUBSCRIBED BEFORE ME)

this ____ day of April 3 2007)

Cynthia J. Speed)
Notary Public for the State of South Carolina)
My Commission Expires: 12-5-15)

Christine Watts
Christine Watts

EXHIBIT A

02030

4-2005 15:58 FROM: CENTURY BMW SERVICE 8642975929

TO: 18032275603

P.1

CENTURYBMW CENTURYMINI		RETAIL BUYER'S ORDER	
2750 LAURENS ROAD • GREENVILLE, SC 29607 PHONE (864) 234-6437 www.centurybmw.com • www.centurymini.com		Name: <u>Michael M Watts or Christine M. Watts</u> Street: <u>210 Providence Sq.</u> City: <u>Greenville</u> State: <u>SC</u> Zip: <u>29615</u> Phone: <u>864-270-7396</u>	
Date: <u>6-25-05</u>	Stock No.: <u>15514</u>	Employer: _____	
Salesperson: <u>Elizabeth Courtney</u>		E-mail Address: _____	
PURCHASE	☐ NEW ☐ DEMO ☐ FACTORY CAR	Year: <u>04</u> Make: <u>BMW</u> Body Type: <u>24</u> Series: <u>24</u>	PRICE: (including taxes, license & dealer charges) <u>32,980</u>
	Cylinders: <u>4</u> Serial No.: <u>4U5BT33554L550759</u>	COLOR: Exterior / Interior	Additional Options: <u>\$1,604.50</u>
	☐ PREMIUM PACKAGE ☐ SPORTS PREMIUM PACKAGE ☐ SPORTS PACKAGE ☐ COLD WEATHER PACKAGE ☐ ACTIVITY PACKAGE ☐ CONVENIENCE PACKAGE ☐ MOON ROOF ☐ LEATHER UPHOLST. ☐ PREMIUM SOUND ☐ IN DASH CD ☐ CD CHANGER ☐ HEATED SEATS ☐ ON BOARD COMPUTER ☐ ALLOY WHEELS ☐ CRUISE CONTROL	☐ ENGINE: _____ ☐ TRANSMISSION: _____ ☐ AUTOMATIC ☐ MANUAL	
	Mileage: <u>15514</u>		TOTAL: <u>31,375.50</u>
TRADE	Year: _____ Make: _____ Body Type: _____ Series: _____	COLOR: Exterior / Interior	Allowance on Trade-in: _____
	Cylinders: _____ Serial No.: _____		Cash Difference: _____
	Mileage: _____ Options: _____		EC Sales Tax: <u>300</u>
			TOTAL: <u>32,000</u>
BALANCE OWED TO: Name & Address: _____		Name & Address: _____	
Phone: _____ Contact: _____		Phone: _____ Contact: _____	
Effective Date: _____		Effective Date: _____	
INSURANCE INFORMATION: Company Name: _____		Policy # _____ Effective Date: _____	
Agent: _____ Phone: _____		Drivers License # _____	
Remarks: _____		Cash on Delivery: _____	
		BALANCE DUE: _____	
READ CAREFULLY: Century BMW / Century Mini agrees to sell and the Buyer(s) agree to purchase the vehicle as above described at the price set forth. The Buyer shall remit full payment of the entire balance due on or before _____. This Buyer's Order constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.			
Buyer _____		Co-Buyer _____	
		Must be accompanied by an officer of the Company	

☐ USED CAR CONTRACTUAL DISCLOSURE STATEMENT: - The information you see on the window form (Buyer's Guide) for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale.

NEW VEHICLE

DISCLAIMER OF WARRANTIES: - I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am purchasing. Furthermore, I understand that all warranties on this vehicle are those of the manufacturer. The seller, Century BMW / Century Mini, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Century BMW / Century Mini, neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this vehicle. This disclaimer in no way affects the provisions of the manufacturer's warranties.

Purchaser's Signature X _____

This agreement between the undersigned buyer(s) and dealer is incorporated by reference into and is made a part of any separate retail installment or credit sale agreement between the undersigned buyer(s) and dealer ("Retail Financing Agreement"). Notwithstanding anything to the contrary in any other document, if there is a Retail Financing Agreement the undersigned buyer(s) understand and agree that the transaction evidenced by this agreement and the Retail Financing Agreement is contingent upon credit approval by, and assignment of the Retail Financing Agreement to, a third-party financial institution. If the Retail Financing Agreement is not accepted by a third-party financial institution, you must immediately return the vehicle referred to in this agreement, and the entire transaction evidenced by this agreement and the Retail Financing Agreement and this agreement shall be null and void.

Signed _____ (Buyer) Signed _____ (Dealer)

Signed _____ (Buyer)

02031

EXHIBIT B

02032

ARBITRATION AGREEMENT
(All States Except CA)

DATE: 6.25.05

VIN: 4H5AT9555VLS9D759

In this Arbitration Agreement ("Agreement"), "you" and "your" refers to the customer(s) who sign(s) below. "We", "us", and Dealer refer to the Dealer signing below, and includes the Dealer's employees, agents, and parent and affiliated companies (including, but not limited to, Chevrolet Acceptance Corporation) and their employees and agents. "Parties" refers to you and us. "Vehicle" refers to the automobile identified by the VIN set forth above. "Claim(s)" includes any and all disputes, claims or controversies between the Parties relating to the Vehicle or arising out of or relating to: (a) the application for and the terms of and enforceability of the sale, lease, or financing of the Vehicle, (b) the purchase or terms of any warranty, service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching product and warranty, GAP protection, deficiency waiver addendum, or any or other product or insurance, (c) any claims of breach of contract, negligence, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (d) any claim of a violation of any state or federal statute or regulation, or (e) the Vehicle's condition, warranty, workmanship, servicing, maintenance or repair. All Claims must be brought within the time allowed by the applicable statute(s) of limitation. "Contract(s)" refers to any agreement(s) between you and us regarding the sale, lease, financing, service or maintenance of the Vehicle.

Upon the request of a Party, any and all Claim(s) shall be decided in binding arbitration before the American Arbitration Association (1-800-778-7879/www.adr.org) ("AAA"). The Parties may mutually agree to use another arbitration forum and/or qualified arbitrator. Unless mutually agreed otherwise between the Parties, any arbitration under this Agreement shall be conducted under the commercial arbitration rules of the AAA. To the extent that any Claim is deemed a "consumer dispute", the Parties agree that the fee schedule provided in the rules for consumer disputes of the AAA, if any, will apply. You can get a copy of the rules from the AAA. The arbitration hearing shall be conducted, at your option, in the federal district in which you reside or in which the Vehicle was purchased or leased.

The Parties waive the right to request arbitration for a Claim filed and maintained individually (as opposed to a class action) in your state's small claims court, if any. However, if such a Claim originally brought in small claims court is transferred or removed to a higher state or federal trial court, the Parties reserve their right to request arbitration under this Agreement.

The Parties agree that once one of the Parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all Claims. By entering into this Agreement the Parties are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff or claimant action in court or through arbitration. Until a Party entitled to do so requests arbitration under this Agreement, any party to this Agreement may proceed with all other rights and remedies they may have. Neither you nor we waive our right to request arbitration under this Agreement, even after all Parties have elected to litigate a Claim in court, in the event new Claims are asserted after the initial filing of such litigation in court.

The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing local, state or federal law when making an award, and shall award only those damages or other relief allowed by such governing law. Issues regarding whether a matter is arbitrable shall be made by the arbitrator. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may seek entry of a judgment on the award in any court of competent jurisdiction.

If you initiate a Claim for Arbitration under this Agreement, we agree to pay that portion of the AAA's initial filing fee which exceeds the lesser of the court filing fee for the state or federal court located in the jurisdiction in which you reside. If we initiate a Claim for arbitration we will pay the entire initial filing fee. We also agree to pay up to \$1500 of the arbitrator's fees, unless applicable law or the rules of the AAA require otherwise. Unless applicable law or the rules of the AAA require otherwise, the Parties agree to share equally all other costs and fees, including the arbitrator's fees in excess of \$1500. Notwithstanding any other provision of this Agreement, we will also pay any amount of fees or costs that a court or the arbitrator decides we must pay in accordance with applicable law for this Agreement to be enforceable. The arbitrator deciding the Claim(s) shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this Agreement and applicable law. Unless otherwise ordered by the arbitrator in accordance with applicable law or provided otherwise by applicable law, the Parties shall be responsible for the payment of their own attorney's ("") fees.

This Agreement evidences a transaction involving interstate commerce. The Parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA") shall govern any arbitration under this Agreement. The arbitrator's decision shall be final and binding, except for any right of appeal provided by the FAA or the rules of the AAA.

If any part of this Agreement shall be deemed or found unenforceable for any reason, the remainder of the Agreement shall remain enforceable. In the event this Agreement is found void you and we waive our respective rights to a trial by jury. If such waiver is permitted by applicable law.

This Agreement shall survive the repayment of all amounts owed by you with respect to the Vehicle. This Agreement is incorporated into and made a part of all Contract(s) as defined in this Agreement. If there is a separate arbitration agreement in any other Contract, then to the extent this Agreement is inconsistent with any such arbitration agreement this Agreement shall supersede such other arbitration agreement with respect to Claims between you and us, unless otherwise provided by law.

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.
- IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR BY A JURY.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- YOUR AND OUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT

Customer: [Signature]

Dealer: [Signature]

Customer: [Signature]

Its: _____

02033

DEALERSHIP NAME

CENTURY

PRIVACY NOTICE

In accordance with federal regulations, we are giving you this notice to tell you how we may use non-public personal information ("Private Information") about you. This notice applies to both current and former customers of the dealership referenced above.

Collection and Use of Private Information

We collect Private Information about you from the following sources:

- Information we receive from you, such as information on applications or other forms, which may include your name, address, social security number and income.
- Information about your transactions with us, our affiliates, or others, such as your account balance and payment history.
- Information we receive from consumer reporting agencies, such as your credit history and creditworthiness.

Disclosure of Private Information

We may disclose Private Information (described above) under the following circumstances:

1) To Market Service Providers

We may disclose all Private Information to companies that perform marketing services for us or to other financial institutions with which we may enter into joint marketing agreements. We may make such disclosures about you as a consumer, customer, or former customer.

2) Among Affiliates

Some of the Private Information described above may consist of information about your history of dealing with us or Affiliates, such as identification information, account history and balances and payment history (which we refer to as "Transaction Information"). We may share Private Information that consists of Transaction Information with our Affiliates. Our Affiliates include other automotive dealerships and financial companies. We do this to provide you with the products and services we and our Affiliates offer.

3) With Other Third Parties

In addition, we may share all Private Information about you as a consumer, customer, or former customer with other non-affiliated third parties, as permitted by law.

Protection of Information

We restrict access to non-public personal information about you to our employees who need this information to provide financial products or services to you. We will strive to maintain physical, electronic, and procedural safeguards that are consistent with federal standards to guard your Private Information.

CUSTOMER ACKNOWLEDGEMENT: I (we) acknowledge that I (we) received a copy of this notice on the date indicated below.

Michael M Watts
Customer's Signature

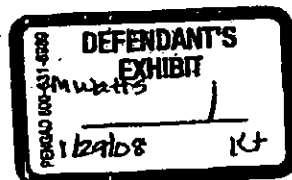
06/25/05
Date

Michael M Watts
Customer's Name (printed)

Christine Watts
Co-customer's signature

06/25/05
Date

Christine Watts
Co-customer's Name (printed)





Century BMW

Menu of Investment Enhancements

WATTS

CLIENT: 0 DATE: 6/25/2005

☐ PLATINUM	☐ GOLD	☐ SILVER	☐ BRONZE
-----------------------------------	-------------------------------	---------------------------------	---------------------------------

☐ Vehicle Service Contract CPO 72 Months or 100,000 Miles *Protects you from costly mechanical repairs *Rental car coverage, *Towing *Nationwide coverage	☐ Upgraded Maintenance \$499 *Extends BMW Scheduled Maintenance from 4yrs, 50,000 miles to 6yrs, 100,000 *Includes brakes and rotors <i>7/395</i>	☐ Etch Pro \$189 *Pays up to \$2500 if vehicle is stolen and not recovered *Pays up to \$1000 for partial loss deductible reimbursement
☐ Tire and Wheel Guarantee \$499 *Flat tire replacement *Insures your tires and wheels against road hazard damage *24 Hour roadside assistance *3 year Warranty	☐ Resistall Exterior and Interior Protection Plan \$559 *Protects your vehicle's paint against weather induced fading, loss of gloss, bird droppings, tree sap, acid rain, etc. *Protects your interior against permanent staining from food, drink, and oil based stains *5 year Warranty	☐ Invisi-Shield \$578 *A distance against stone chips, bugs, and road debris *Lifetime warranty against yellowing, peeling, fading, and cracking *3M Product, computer laser cut specifically for your vehicle
☐ Ding Shield \$494 *Prepaid paint less dent repair *Pladible 3, 4, or 5 yr. Terms *Repairs cover up to baseball size dents and dings	☐ Safe Lease \$750 *Wear and Tear Protection for leased vehicles *Covers paint damage, liquid lenses, and upholstery up to \$5,000 *See agreement for details	☐ Easy Care Gap (Cash Only) \$499 *Pays due to theft or collision if a total loss *Benefit is up to 100% of MSRP or NADA value *Pays the difference between loan payoff and insurance settlement
☐ TINT \$279 *Keeps vehicle cooler *Protects interior and passenger from harmful UV rays *3M product with a Lifetime Warranty		

Total Products Purchased \$
 Loan ☐ Lease ☐ Cash ☐
 60 Payments of \$
 Additional Upfront \$

All products are optional. Understanding I am not required to purchase products to obtain financing. The dealer makes no additional warranties, whether expressed or implied. I understand that I must qualify to secure financing, and such qualification is subject to approval from financial institution. Understanding that all payments are subject to credit review. This form does not constitute a contract. Insurance premiums are regulated by state law. The products shown are the ones I have chosen to purchase.

Client Signature

Client Signature

BUYERS GUIDE

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

VEHICLE MAKE **BMW** MODEL **24(2.5)** YEAR **2004** VIN NUMBER **4USBT33SS4LSS07S9**

DEALER STOCK NUMBER (Optional) **LP6771**

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

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



WARRANTY

*Remainder Factory
Warranty & BMW
Certified Preowned*

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay 100% of the labor and 100% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED

Engine:

* Cylinder Head, Engine & All Internal Parts, (Only on cars w/automatic transmission), Pump, Manifolds, Radiator, Rotary Engine Housing, Water Pump.

Transmission:

The Transmission Case and all internal parts including the torque converter.

Drive Axle:

Axle Shaft, Front and/or Rear Drive Axle Housing including all internal parts, Propeller Shaft, Universal Joints.

Brakes:

Disc Brake Calipers, Hydraulic Liners & Fittings, Master Cylinder, Vacuum Assist Booster, Wheel Cylinders.

Electrical:

Generator or Alternator, Ignition System, Starter Motor, Voltage Regulator, Windshield Wiper Motor.

Steering:

Power Steering Pump, Rack and Pinion, The Steering Gear Housing and all Internal Parts, Valve Body.

DURATION

1 month or 1,000 miles whichever comes first. (Limited Warranty).

1 month or 1,000 miles whichever comes first. (Limited Warranty).

1 month or 1,000 miles whichever comes first. (Limited Warranty).

1 month or 1,000 miles whichever comes first. (Limited Warranty).

1 month or 1,000 miles whichever comes first. (Limited Warranty).

1 month or 1,000 miles whichever comes first. (Limited Warranty).

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

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

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

Sending Confirm

Date : JUN-24-2005 FRI 15:59

Name : CENTURY BMW SERVICE

Tel. : -8642975929

Phone	:	18032275603
Pages	:	1
Start Time	:	06-24 15:58
Elapsed Time	:	00'56"
Mode	:	ECM
Result	:	Ok



AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 30533158

CENTURY BMW

personally appeared before me _____

(Seller) (Dealer Retail Tax #)
2750 LAURENS ROAD GREENVILLE, SC 29607

(Address) 25 JUN 05

who being duly sworn, deposes and says that on the _____ day of _____ Yr. _____

he sold the following motor vehicle: Make BMW Model Z4(2.5)

Year 04 Identification (Serial) No. 4USBT33554LS50759

License No. _____ to MICHAEL HILTON WATTS CHRISTINE MICHELLE WATTS

210 PROVIDENCE SQUARE GREENVILLE (Buyer) GREENVILLE SC 29615
(Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder CARLINE COLLEGIATE CA Amount _____

Address P.O. Box 12309 COLUMBIA SC 29211 Date 25 JUN 2005

certify that the odometer now reads 15514 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

[Signature]
(Signature of Seller)

CENTURY BMW
(Print Seller's Name)

[Signature]
(Signature of Buyer)

Michael H. Watts Christine Watts
(Print Buyer's Name)

Property Tax Section
Check One:

☒ Purchase License Plate

D. L. Number _____

License Plate Issued _____

____ Transfer License Plate

Christine Watts
Signature of Buyer/if purchasing plates

CBM000005

BMW and MINI

21470

Vehicle History Report

Vehicle Information

VIN: 4USBT33554 LS50759

Model Code: 0425 BT43
Model Desc: Z4 R 2
Engineering Series: E85
Motor Type: M54
Color Code: 354 (Titanium Silver Metallic)
Trim Code: KASW (Black Leatherette)
Production Date: 2004/03

Customer Name: MR. BRENT BUSH
Customer Address: 6 LOGUE CT
GREENVILLE SC 29615-5725
UNITED STATES

Retail Dealer: 26849
Retail Date: 05/25/2004
Wholesale Dealer: 26849
Wholesale Date: 03/11/2004

NEW VEHICLE WARRANTY

Expiration Date: 05/25/2008
Expiration Miles: 50,000

Comments:

FULL MAINTENANCE 0050000

Expiration Date: 05/25/2008
Expiration Miles: 50,000

CPO 72 MO/100K MLS:PENDING

Expiration Date: 05/25/2010
Expiration Miles: 100,000

CPO Dealer: 21470 - Century BMW
CPO Enroll Date: 05/31/2005

Phone: (864) 234-6437

Vehicle Options

Code	Description
0640	phone preparation
0652	in-dash CD player
08SP	CO2 control
0521	rain sensor and auto headlight
0494	heated front seats
0249	multi-function steering wheel
0540	cruise control
01CA	CO2 relevant vehicles

Code	Description
0692	CD changer preparation
0399	fully automatic soft top
0205	automatic transmission
0441	smoker's package
0676	hi-fi sound system
0645	radio frequency
0354	green stripe windscreen

Open Campaign Information

NO OPEN CAMPAIGNS

CBM000006

View shipment

Waybill # 26560091453
Status Printed

Shipment Information

Ship To

Country UNITED STATES
Company Name BANK ONE WHOLESALE REMITTANCE PROC
Address FSRI-71-3224
370S CLEVELAND AVENUE
DEPT 0471
WESTERVILLE, OH, 43081
Attention To REMARKETING

Receiver ID FSRI

Senders Information

Sent By M. GANTT
864-234-8437

Shipment Information

Shipment Date 07 June 2005
Service Type Next Day 3:00
Weight Letter
Piece Count 1
Dimensions 0 x 0 x 0
Additional Protection Not Required
Protection Value \$ 0

Description

Shipment Reference USED

Billing Information

Bill To Sender / 772034629

Notification

Notify Receiver No

Notify Other No

Other Email Address

Notification Message

Options and Special Services

COD Value \$0.00

Hazardous Materials No

Hold at DHL No

Sender's Receipt No

Estimated Freight Charges \$ 5.46

Estimated Other Charges \$ 0.74

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

To provide protection against serious financial loss should an accident or damage occur, I understand that my instalment contract requires a vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance on holder the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contains a loss payable endorsement in favor of:

Lienholder: _____

NAMED INSURED:		FIRST MICHAEL	MIDDLE M	LAST WATTS	
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP CODE
	210	PROVIDENCE SQUARE	GREENVILLE	SC	29615
TEL. NO.	()	(864)213-8498	DRIVERS LICENSE # 0		

NAMED PURCHASER:		FIRST MICHAEL	MIDDLE MILTON	LAST WATTS	
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP CODE
	210	PROVIDENCE SQUARE	GREENVILLE	SC	29615
TEL. NO.	()	(864)213-8498			

VEHICLE INSURED:		YEAR	MAKE	BODY	MODEL	VEHICLE IDENTIFICATION NUMBER
	2004	BMW	CV	Z4(2.5)	4USBT33554LS50759	

VEHICLE USE: ☐ Private Passenger, ☐ Commercial Auto and Trailer

Radius of Haul _____, ☐ Public Livery, ☐ All Other

INSURANCE AGENT PLEASE PRINT CLEARLY FULL AND EXACT ADDRESS TO APPEAR IN WINDOW ENVELOPE

NAME	LARRY DIBIASE		
NUMBER AND STREET			
CITY	STATE	ZIP CODE	
AGENT'S TELEPHONE NUMBER	()	8034324545	

AGENTS COMMENT

INSURANCE CARRIER

NAME	STATE FARM		
POLICY NUMBER	[REDACTED]		
EFFECTIVE DATE	From: 06/01/05	To: 01/10/06	
	COVERAGE		
☐ Collision \$ 500.00 Deductible Type: ☐ BROAD FORM OR STANDARD ☐ LIMITED (NOT ACCEPTABLE) ☐ Comprehensive \$ _____ Deductible ☐ Fire-Theft			

NAMED INSURED SIGNS

[Signature]

06/25/05

DATE

DEALER CONFIRMATION:

NAME OF PERSON CONTACTED

() AGENCY () INSURANCE CARRIER

TINA

Med By *Tina*

DATE 6/27/05

DEALER SIGNS

[Signature]

CENTURY BMW

DEALER

DEAL RECAP

51547

☐ Truth in Lending
☐ Check in Slip ☐ Bank
☐ Appraisal Slip ☐ Other
☐ Odometer Certs
☐ Power Sheet
☐ Insurance
☐ Cash Receipts:
 Amt. _____ No. _____
 Amt. _____ No. _____
 Amt. _____ No. _____
☐ Trade: Disc. Lic. _____ Lic. _____
☐ P.O. Amt. _____
☐ Good Title
☐ Verified By _____
☐ Registration
 Title In _____ Due _____
 Source _____

SELLING PRICE (Inc. all Acc.) 31375.50
 SALES TAX 300.00
 TRADE ALLOWANCE N.A.
 PAY-OFF N.A.
 LIENHOLDER N.A.
 CASH DEPOSIT 32000.00
 C.O.D. N.A.
 DEFERRED DOWN No. 1 N.A.
 DEFERRED DOWN No. 2 N.A.
 DEFERRED DOWN No. 3 N.A.
 TOTAL CASH DOWN PAYMENT 32000.00
 NUMBER OF PAYMENTS/PAYMENT N.A.
 NO. DAYS BEFORE 1st PMT/DATE 25 JUN 2005
 ADD-ON INTEREST RATE/APR N.A.
 LICENSE AND REGISTRATION 25.00

AMOUNT FINANCED N.A. DISCOUNT RATE N.A. FINANCE RESERVE: N.A.
 CREDIT LIFE N.A. RESERVE: N.A.
 CREDIT A & H N.A. RESERVE: N.A.
 PHYSICAL DAMAGE N.A. RESERVE: N.A.
 SERVICE CONTRACTS N.A. RESERVE: N.A.
 MAINTENANCE CONTRACTS N.A. RESERVE: N.A.
 OTHER N.A. RESERVE: N.A.

STOCK # LP6771 DESCRIPTION 04 BMW Z4(2.5)
 DEAL # 51547 I.D. # 4USB133554LS50759
 CUSTOMER MICHAEL HILTON WATTS DATE 6/17/2009
 ADDRESS 210 PROVIDENCE SQUARE GREENVILLE SC 29615
 SALESMAN 1 COURTNEY, ELIZABETH MGR. JAMES, CORY EDWARD
 SALESMAN 2

TOTAL INSURANCE RESERVE: N.A.
 TOTAL F & I RESERVE: N.A.
 FINANCE COMMISSION: N.A.
 LAH INSURANCE COMMISSION: N.A.
 SERVICE CONTRACT COMMISSION: N.A.
 PDI COMMISSION: N.A.
 NET F & I RESERVE: N.A.

PRICE OF VEHICLE 31375.50
 COST OF VEHICLE 24950.50
 PACK N.A.
 TRADE ALLOWANCE N.A. (PAYABLE GROSS)
 A.C.V. OF TRADE 4832.10
 OVER-ALLOWANCE N.A.
 UNDER-ALLOWANCE N.A.
 COMMISSION No. 1/BONUS 1208.03
 COMMISSION No. 2/BONUS N.A.
 MANAGER COMM. N.A.
 PROFIT OF SALE 4832.10

INCENTIVES N.A.
 HOLDBACK 4832.10
 GROSS PROFIT: 4832.10

APPROVED 

-1115-

CBM000009

DEAL RECAP

51547

☐ Truth in Lending
☐ Check in Slip ☐ Bank
☐ Appraisal Slip ☐ Other
☐ Odometer Certs
☐ Power Sheet
☐ Insurance
☐ Cash Receipts:
 Amt. _____ No. _____
 Amt. _____ No. _____
 Amt. _____ No. _____
☐ Trade: Disc. Lic. _____ Lic. _____
 ☐ P.O. Amt. _____
 ☐ Good Till _____
 ☐ Verified By _____
☐ Registration
 Title In _____ Dub _____
 Source _____

SELLING PRICE (Inc. all Acc.) 31375.50
 SALES TAX 300.00
 TRADE ALLOWANCE N.A.
 PAY-OFF N.A.
 LIENHOLDER N.A.
 CASH DEPOSIT 32000.00
 C.O.D. N.A.
 DEFERRED DOWN No. 1 N.A.
 DEFERRED DOWN No. 2 N.A.
 DEFERRED DOWN No. 3 N.A.
 TOTAL CASH DOWN PAYMENT 32000.00
 NUMBER OF PAYMENTS/PAYMENT 0 N.A.
 NO. DAYS BEFORE 1st PMT/DATE 25 JUN 2005
 ADD-ON INTEREST RATE/APR N.A.
 LICENSE AND REGISTRATION 25.00

AMOUNT FINANCED	N.A.	DISCOUNT RATE	N.A.	FINANCE RESERVE:	N.A.
	PREMIUM		COST		
CREDIT LIFE	N.A.		N.A.	RESERVE:	N.A.
CREDIT A & H	N.A.		N.A.	RESERVE:	N.A.
PHYSICAL DAMAGE				RESERVE:	
SERVICE CONTRACTS	N.A.		N.A.	RESERVE:	N.A.
MAINTENANCE CONTRACTS	N.A.		N.A.	RESERVE:	N.A.
OTHER	N.A.		N.A.	RESERVE:	N.A.

STOCK # LP6771 DESCRIPTION 04 BMW 24(2.5)
 DEAL # 51547 I.D. # 4USBT33554LS50759
 CUSTOMER MICHAEL HILTON WATTS DATE 06/25/2005
 ADDRESS 210 PROVIDENCE SQUARE GREENVILLE SC 29615
 SALESMAN 1 COURTNEY, ELIZABETH MGR. JAMES, CORY EDWARD
 SALESMAN 2 _____

TOTAL INSURANCE RESERVE: N.A.
 TOTAL F & I RESERVE: N.A.
 FINANCE COMMISSION: N.A.
 LAH INSURANCE COMMISSION: N.A.
 SERVICE CONTRACT COMMISSION: N.A.
 PDI COMMISSION: N.A.
 NET F & I RESERVE: N.A.

PRICE OF VEHICLE 31375.50
 COST OF VEHICLE 24950.50
 PACK N.A.
 TRADE ALLOWANCE N.A. (PAYABLE GROSS)
 A.C.V. OF TRADE N.A. 4832.10
 OVER-ALLOWANCE N.A.
 UNDER-ALLOWANCE N.A.
 COMMISSION No. 1/BONUS 1208.03
 COMMISSION No. 2/BONUS N.A.
 MANAGER COMM. N.A.
 PROFIT OF SALE 4832.10

INCENTIVES N.A.
 HOLDBACK
 4832.10

GROSS PROFIT: _____

APPROVED

-1116-

CBM000010

DEAL RECAP

51547

☐ Truth in Lending
☐ Check in Slip ☐ Bank
☐ Appraisal Slip ☐ Other
☐ Odometer Certs
☐ Power Shoel
☐ Insurance
☐ Cash Receipts:
 Amt. _____ No. _____
 Amt. _____ No. _____
 Amt. _____ No. _____
☐ Trade Disc. Lic. _____ Lic. _____
☐ P.O. Amt. _____
☐ Good Till _____
☐ Verified By _____
☐ Registration
 Title In _____ Due _____
 Source _____

SELLING PRICE (Inc. all Acc.) 31375.50
 SALES TAX 300.00
 TRADE ALLOWANCE N.A.
 PAY OFF N.A.
 LIENHOLDER
 CASH DEPOSIT N.A.
 C.O.D. 32000.00
 DEFERRED DOWN No. 1 N.A.
 DEFERRED DOWN No. 2 N.A.
 DEFERRED DOWN No. 3 N.A.
 TOTAL CASH DOWN PAYMENT 32000.00
 NUMBER OF PAYMENTS/PAYMENT N.A.
 NO. DAYS BEFORE 1st PMT./DATE 25 JUN 2005
 ADD-ON INTEREST RATE/APR N.A.
 LICENSE AND REGISTRATION 25.00

AMOUNT FINANCED	N.A.	DISCOUNT RATE	N.A.	FINANCE RESERVE:	N.A.
	PREMIUM		COST		
CREDIT LIFE	N.A.		N.A.	RESERVE:	N.A.
CREDIT A & H	N.A.		N.A.	RESERVE:	N.A.
PHYSICAL DAMAGE				RESERVE:	
SERVICE CONTRACTS	N.A.		N.A.	RESERVE:	N.A.
MAINTENANCE CONTRACTS	N.A.		N.A.	RESERVE:	N.A.
OTHER	N.A.		N.A.	RESERVE:	N.A.

STOCK # PC771 DESCRIPTION 04 BMW 74(2.5)
 DEAL # 51547 I.D. # 4USBT33554LS50759
 CUSTOMER MICHAEL MILTON WATTS DATE 06/25/2005
 ADDRESS 210 PROVIDENCE SQUARE GREENVILLE SC 29615
 SALESMAN 1 COURTNEY, ELIZABETH MGR. JAMES CORY EDWARD
 SALESMAN 2

TOTAL INSURANCE RESERVE: N.A.
 TOTAL F & I RESERVE: N.A.
 FINANCE COMMISSION: N.A.
 LAH INSURANCE COMMISSION: N.A.
 SERVICE CONTRACT COMMISSION: N.A.
 PDI COMMISSION: N.A.
 NET F & I RESERVE: N.A.

PRICE OF VEHICLE 31375.50
 COST OF VEHICLE 24950.50
 PACK N.A.
 TRADE ALLOWANCE N.A. (PAYABLE GROSS)
 A.C.V. OF TRADE N.A. 4832.10
 OVER-ALLOWANCE N.A.
 UNDER-ALLOWANCE N.A.
 COMMISSION No. 1/BONUS 1208.03
 COMMISSION No. 2/BONUS N.A.
 DEALER COMM. N.A.
 PROFIT OF SALE 4832.10

INCENTIVES N.A.
 HOLEBACK

GROSS PROFIT: 4832.10

APPROVED _____

-1117-

DEAL RECAP

51547

☐ Truth in Lending

☐ Check in Slip ☐ Bank

☐ Appraisal Slip ☐ Other

☐ Odometer Certs

☐ Power Sheet

☐ Insurance

☐ Cash Receipts:

Amt. No.

Amt. No.

Amt. No.

☐ Trade Disc. Lic. Lic.

☐ P.O. Amt.

☐ Good Title

☐ Verified By

☐ Registration

Title in Due

Source

SELLING PRICE (Inc. all Acc.) 31375.50

SALES TAX 300.00

TRADE ALLOWANCE N.A.

PAY-OFF N.A.

LIENHOLDER N.A.

CASH DEPOSIT 32000.00

C.O.D. N.A.

DEFERRED DOWN No. 1 N.A.

DEFERRED DOWN No. 2 N.A.

DEFERRED DOWN No. 3 N.A.

TOTAL CASH DOWN PAYMENT 32000.00

NUMBER OF PAYMENTS/PAYMENT N.A.

NO. DAYS BEFORE 1st PMT/DATE 25 JUN 2005

ADD-ON INTEREST RATE/APR N.A.

LICENSE AND REGISTRATION 25.00

AMOUNT FINANCED N.A. DISCOUNT RATE N.A. FINANCE RESERVE: N.A.

CREDIT LIFE N.A. PREMIUM COST N.A. RESERVE: N.A.

CREDIT A & H N.A. N.A. RESERVE: N.A.

PHYSICAL DAMAGE N.A. N.A. RESERVE: N.A.

SERVICE CONTRACTS N.A. N.A. RESERVE: N.A.

MAINTENANCE CONTRACTS N.A. N.A. RESERVE: N.A.

OTHER N.A. N.A. RESERVE: N.A.

STOCK # LP6771 DESCRIPTION 04 BMW 74(2.5)

DEAL # 51547 I.D. # 4USBT33554LS50759

CUSTOMER MICHAEL HILTON WATTS DATE 06/25/2005

ADDRESS 210 PROVIDENCE SQUARE GREENVILLE SC 29615

SALESMAN 1 COURTNEY, ELIZABETH MGR. JAMES, CORY EDWARD

SALESMAN 2

TOTAL INSURANCE RESERVE: N.A.

TOTAL F & I RESERVE: N.A.

FINANCE COMMISSION: N.A.

LAH INSURANCE COMMISSION: N.A.

SERVICE CONTRACT COMMISSION: N.A.

PRICE OF VEHICLE 31

COST OF VEHICLE

PACK

TRADE ALLOWANCE

A.C.V. OF TRADE

OVER-ALLOWANCE

UNDER-ALLOWANCE

COMMISSION No. 1/BOA

COMMISSION No. 2/F

MANAGER COMM

PROFIT OF SA

To Reorder: Austin Bu

-1119-

Buyers authorization

Salesperson cannot accept this offer or obligate seller in any manner. Offer is not binding until accepted in writing by a sales manager of the seller.

APP

FULL DISCLOSURE CUSTOMER WORKSHEET

Buyer Michael WATTS
 Address _____
 City _____
 State _____ Zip _____
 E-Mail _____

Date 6/25/05
 Sales Person ELIZABETH COUNTRY
 Home Phone 864-213-8498
 Work Phone _____
 Mobile # _____

New ☐ Used ☐

Stock # _____
 Year _____
 Make _____
 Model _____
 Miles _____
 Vin # _____

Trade Information
 Year _____
 Make _____
 Model _____
 Miles _____
 Color _____
 Vin # _____
 Payoff _____

MSRP _____ Destination _____ Subtotal _____ Additional Equipment _____ _____ _____ _____ _____ _____ _____ _____	Selling Price <u>\$31,375.00</u> <u>44</u> 32,000.50	Trade \$ _____
Alternative Payment	Down Payment A) _____	Monthly Payments A) _____ B) _____ C) _____ D) _____

ARBITRATION AGREEMENT
(All States Except CA)

DATE: 6.25.05

VIN: 4U5BT33554LS50759

In this Arbitration Agreement ("Agreement"), "you" and "your" refers to the customer(s) who sign(s) below. "We", "us", and Dealer refer to the Dealer signing below, and includes the Dealer's employees, agents, and parent and affiliated companies (including, but not limited to, Cornerstone Acceptance Corporation) and their employees and agents. "Parties" refers to you and us. "Vehicle" refers to the automobile identified by the VIN set forth above. "Claim(s)" includes any and all disputes, claims or controversies between the Parties relating to the Vehicle or arising out of or relating to: (a) the application for and the terms of and enforceability of the sale, lease, or financing of the Vehicle, (b) the purchase or terms of any warranty, service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching product and warranty, GAP protection, deficiency waiver addendum, or any or other product or insurance, (c) any claims of breach of contract, negligence, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (d) any claim of a violation of any state or federal statute or regulation, or (e) the Vehicle's condition, warranty, workmanship, servicing, maintenance or repair. All Claims must be brought within the time allowed by the applicable statute(s) of limitation. "Contract(s)" refers to any agreement(s) between you and us regarding the sale, lease, financing, service or maintenance of the Vehicle.

Upon the request of a Party, any and all Claim(s) shall be decided in binding arbitration before the American Arbitration Association (1-800-778-7879/www.adr.org) ("AAA"). The Parties may mutually agree to use another arbitration forum and/or qualified arbitrator. Unless mutually agreed otherwise between the Parties, any arbitration under this Agreement shall be conducted under the commercial arbitration rules of the AAA. To the extent that any Claim is deemed a "consumer dispute", the Parties agree that the fee schedule provided in the rules for consumer disputes of the AAA, if any, will apply. You can get a copy of the rules from the AAA. The arbitration hearing shall be conducted, at your option, in the federal district in which you reside or in which the Vehicle was purchased or leased.

The Parties waive the right to request arbitration for a Claim filed and maintained individually (as opposed to a class action) in your state's small claims court, if any. However, if such a Claim originally brought in small claims court is transferred or removed to a higher state or federal trial court, the Parties reserve their right to request arbitration under this Agreement.

The Parties agree that once one of the Parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all Claims. By entering into this Agreement the Parties are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff or claimant action in court or through arbitration. Until a Party entitled to do so requests arbitration under this Agreement, any party to this Agreement may proceed with all other rights and remedies they may have. Neither you nor we waive our right to request arbitration under this Agreement, even after all Parties have elected to litigate a Claim in court, in the event new Claims are asserted after the initial filing of such litigation in court.

The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing local, state or federal law when making an award, and shall award only those damages or other relief allowed by such governing law. Issues regarding whether a matter is arbitrable shall be made by the arbitrator. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may seek entry of a judgment on the award in any court of competent jurisdiction.

If you initiate a Claim for Arbitration under this Agreement, we agree to pay that portion of the AAA's initial filing fee which exceeds the lesser of the court filing fee for the state or federal court located in the jurisdiction in which you reside. If we initiate a Claim for arbitration we will pay the entire initial filing fee. We also agree to pay up to \$1500 of the arbitrator's fees, unless applicable law or the rules of the AAA require otherwise. Unless applicable law or the rules of the AAA require otherwise, the Parties agree to share equally all other costs and fees, including the arbitrator's fees in excess of \$1500. Notwithstanding any other provision of this Agreement, we will also pay any amount of fees or costs that a court or the arbitrator decides we must pay in accordance with applicable law for this Agreement to be enforceable. The arbitrator deciding the Claim(s) shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this Agreement and applicable law. Unless otherwise ordered by the arbitrator in accordance with applicable law or provided otherwise by applicable law, the Parties shall be responsible for the payment of their own attorney's fees.

This Agreement evidences a transaction involving the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA") shall be binding, except for any right of appeal provided by applicable law.

If any part of this Agreement shall be held unenforceable, in the event this Agreement is held unenforceable, the entire Agreement shall be void. The Agreement shall be permitted by applicable law.

This Agreement shall survive the death of either Party and made a part of all Contracts entered into by the Parties to the extent this Agreement is enforceable with respect to the subject matter of the Contract.

EITHER BY SIGNING BELOW OR BY CHECKING THE APPROPRIATE BOX, THE PARTIES AGREE TO ARBITRATE ANY DISPUTE.

☒ EITHER BY SIGNING BELOW OR BY CHECKING THE APPROPRIATE BOX, THE PARTIES AGREE TO ARBITRATE ANY DISPUTE.	☐
☐ IF A PARTY DOES NOT SIGN, THE PARTIES AGREE TO LITIGATE ANY DISPUTE IN COURT.	☐
☐ IF A PARTY DOES NOT SIGN, THE PARTIES AGREE TO LITIGATE ANY DISPUTE IN COURT.	☐

Signature: _____
Customer: _____
Customer: _____



STOCK#

LP6771

DEAL # 51547

CAR INVOICE

SOLD TO:

MICHAEL MILTON WATTS
CHRISTINE MICHELLE WATTS

22198

210 PROVIDENCE SQUARE

25 JUN 2005

DATE

CENTURYBMW

ADDRESS

GREENVILLE SC 29615
(864)213-8498

SALESMAN

COURTNEY, ELIZABETH

2750 Laurens Road Greenville, SC 29607
Phone (864) 234-6437

Year	Make	Model	New or Used	Serial No. And/or Engine No.	Key No.	Stock No.	LP6771
04	BMW	24(2.5)	USED	4USBT33554LS50759			
						Price of Car	31375.50
						Freight Handling	
						Optional Equip. Acc.	N.A.
							N.A.
							N.A.
							N.A.
OPTIONAL EQUIPMENT AND ACCESSORIES						Service and Handling	299.50
						Sales Tax	300.00
						License and Title	25.00
						TOTAL CASH PRICE	N.A.
							N.A.
						Financing	N.A.
						Insurance	N.A.
						TOTAL TIME PRICE	31700.50
						SETTLEMENT	
						Deposit	32000.00
Used Car Trade In						Cash of Delivery	
						Used Car	N.A.
						Pay Off	N.A.
						Pay Off To	N.A.
						PAYMENTS AT	N.A.
FINANCE COMPANY							N.A.
						TOTAL	32000.00

Payable in Installments of N.A Beginning 06/25/05

ALWAYS SHOW SERIAL, ENGINE, AND KEY NUMBER

Reynolds and Reynolds R020027 0 (7/88)

Customer Copy-White

Service Copy-Yellow

Dealer Copy-Pink

File Copy-Goldenrod

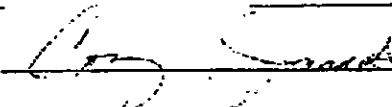
06 / 25 / 2005
Date of Sale

WE OWE ADDITION AND REMOVAL ORDER

Customer's Name MICHAEL HILTON MATTS.		Home Phone # (864)213-8498		Work Phone # (864)270-7396		VIN # 4USBT33554LS50759	
Address 210 PROVIDENCE SQUARE GREENVILLE SC 29615		Model of Car Z4(2.5)		License # LP6771		Salesperson COURTNEY, EL	
				Stock # LP6771		Sales Mgr. NOVAK, JEF	

PRESENT THIS DOCUMENT AT TIME OF SERVICE

		DESCRIPTION	COMPLETED
Add	Remove		
☐	☐	<u>GREAT CENTURY SERVICE</u>	
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		

AUTHORIZED BY  INITIAL EACH ITEM

WHITE COPY

Service Department should get immediately and file alphabetically by customer name

YELLOW COPY

Attach to buyer's order for transmittal to General Office for filing in Deal Envelope, or in hold for action file if removal is indicated

PINK COPY

Attach to buyer's order for transmittal to General Office for permanent file.

GOLDENROD COPY

To be given to the customer for presentation to have work performed. NOTE customer must present copy before work will be done.

Buyer hereby agrees that the above additions and removals are in accordance with the agreement entered into for purchase of the specific vehicle referred to and that he has not purchased or been promised equipment other than listed for future installation. Buyer will bring said vehicle to dealership, upon request, for removals listed; otherwise buyer may be charged for list price of items listed for removal.

X 
Buyer's Signature

VOID AFTER 30 DAYS FROM DATE OF SALE

06 / 25 / 2005
Date of Sale

WE OWE ADDITION AND REMOVAL ORDER

Customer's Name MICHAEL MILTON WATTS	Home Phone # (864) 213-8498	Work Phone # (864) 270-7396	VIN # 4USBT33554LS50759
Address 210 PROVIDENCE SQUARE GREENVILLE SC 29615	Model of Car Z4(2.5)	License #	Stock # LP6771
		Salesperson COURTNEY, EL	Sales Mgr. NOVAK, JEF

PRESENT THIS DOCUMENT AT TIME OF SERVICE

		DESCRIPTION	COMPLETED
Add	Remove		
☐	☐	GREAT CENTURY SERVICE	
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		

AUTHORIZED BY  INITIAL EACH ITEM

WHITE COPY

Service Department should get immediately and file alphabetically by customer name

YELLOW COPY

Attach to buyer's order for transmittal to General Office for filing in Deal Envelope, or in hold for action file if removal is indicated.

PINK COPY

Attach to buyer's order for transmittal to General Office for permanent file.

GOLDENROD COPY

To be given to the customer for presentation to have work performed. NOTE customer must present copy before work will be done.

Buyer hereby agrees that the above additions and removals are in accordance with the agreement entered into for purchase of the specific vehicle referred to and that he has not purchased or been promised equipment other than listed for future installation. Buyer will bring said vehicle to dealership, upon request, for removals listed; otherwise buyer may be charged for list price of items listed for removal.


Buyer's Signature

VOID AFTER 30 DAYS FROM DATE OF SALE

-1123-

CBM000017



Century BMW

9 Laurens Road, Greenville, SC 29607 Phone (864) 234-6437

40338

AMOUNT	PAID BY	COMMENT
32,000.00	CHECK	DOWNPAYMENT

MICHAEL MILTON WATTS
210 PROVIDENCE SQUARE
GREENVILLE SC 29615
LP6771

TOTAL RECEIVED: \$32,000.00

DATE-TIME: 25JUL2005 11:12

CASHIER: CV

LOCATION:

CASH DRAWER:

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
103	50	103	12005	32,000.00		
		103	12110	-32,000.00	LP6771	WATTS

Handwritten signature

CASH
RECEIPT

VENDOR COPY

CBM000018

***** IMPORTANT *****

Lien holder information is to read:

Carolina Collegiate FCU

P. O. Box 12309

Columbia, SC 29211

SOUTH CAROLINA

DEPARTMENT OF MOTOR VEHICLES
DRIVER'S LICENSE

WATTS, MICHAEL MILTON
210 PROVIDENCE SQ.
GREENVILLE SC 29615-2225

DL#
Expires

Class: D Hgt: 5-10 Wgt: 176
Sex: M DOB: 04-24-1956
Issued: 04-21-2005 23023 R 4

Michael Watts

Restrictions: NONE

Operator



SOUTH CAROLINA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
INSURED WATTS, PHYLLIS C

POLICY NUMBER

MUTL VOL

VR 2005 MAKE TOYOTA EFFECTIVE JUN 01 2005 TO JAN 10 2006
MODEL HIGHLANDER VIN JTEGP21A750058834
AGENT LARRY ORBAGE 1410-943
PHONE (803)432-4545

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
D 500 DEDUCT COMPREHENSIVE
G 500 DEDUCT COLLISION
H, U, W

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DRIVER'S LICENSE

UNDER 21 UNTIL
03-05-2002

WATTS, CHRISTINE MICHELLE
210 PROVIDENCE SQ
GREENVILLE SC 296183225

DL# [REDACTED]
Expires [REDACTED]

Class: D Hgt: 5-03 Wgt: 110
Sex: F DOB: 03-05-1981
Issued: 03-30-2001 23023 M-4



Christine Watts
Restrictions: None Governor

Customer Inquiry Report for 30122225

Page: 1

Control Number: 00000373
Date: 06/30/2005

Time: 12:58 PM
Requested By: MG

CUSTOMER RECORD INFORMATION

Name: CAROLINA COLLEGIATE F C U
Address: PO BOX 12309
COLUMBIA SC, 292112309
Mailing:

DOB:
County: 40
County: 0

Type: C
SSN/FID:

Customer#: [REDACTED]
DL#: [REDACTED]
Govt Fee Ind: Y

Messages:

Tag Pull/Transfer Request for CENTURY BMW

Control Number: 0451547
Owner: WATTS, MICHAEL
Date/Time: 06/30/05 13:03:04

Page: 1

PURCHASED VEHICLE

Stock Number: LP6771
VIN/Make: 4USBT33554LS50759/BMW
Body Type: CN

TRANSFER TAG FROM VEHICLE

Tag Number:

ISSUE NEW TAG

Tag Number: 885TZU
Tag Type: REGULAR

ISSUE DECALS

Year Decal: 06 61546656

FEES

PLATE FEE	\$24.00
C TITLE TRANSFER	\$15.00
TOTAL FEES:	\$39.00

CVR MESSAGES

0304W Lien Holder 1 name differs from DMV.

CHECK
CONTROL NO. 27204

ISSUED BY: Gantt, Michelle

Century BMW/Century MINI
Greenville, SC

PAGE 1

INVOICE CK NO	INVOICE DATE	PURCHASE ORDER NO	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ ACCOUNT NO	NET AMOUNT
	053105		PURCHASE 04 24 VIN# LS50759			24,550.50
				27204	12010	-24,550.50
				LP6771	12404	24,550.50
				LP6771	12404	300.00
				LP6771	12408	-300.00
				TOTAL	12010	24,550.50

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

Century BMW
Century MINI
2750 Laurens Road
Greenville, SC 29607
Phone (864) 234-6437

Bank Of America
North Carolina

27204 66-798
531

DATE
31MAY05

PAY THIS AMOUNT			
*****24,550	DOLLARS	50	CENTS

AMOUNT OF CHECK
*****24,550.50

1000

Century BMW/Century MINI

TO
THE
ORDER
OF

BANK ONE WHOLESALE REMITTANCE PROC
FSRI-71-3224
370 S CLEVELAND AVE DEPT 0471
WESTERVILLE OH 43081

*** NOT NEGOTIABLE ***

-1130-

BTLE COPY

CBM000024

CENTURYBMW CENTURYMINI

2750 LAURENS ROAD • GREENVILLE, SC 29607
PHONE (864) 234-6437
www.century-bmw.com • www.centurymini.com

RETAIL BUYER'S ORDER

Name Michael M Watts or Christine M. Watts Spouse
Street 210 Providence Sq. Phone 864-213-8498
City Greenville State SC Zip 29615 County _____
Employer _____ Phone 864-270-7396
E-mail Address _____

Date 6-25-05 Stock No. LA677
Salesperson Elizabeth Courtney

PURCHASE	☐ NEW ☐ DEMO	Year <u>04</u>	Make <u>Bmw</u>	Body Type _____	Series <u>24</u>	PRICE: (Including Transportation & Service Charges) <u>32980</u>
	☐ PRE-OWNED ☐ FACTORY CAR	Cylinders _____	Serial No. <u>4U5BT33554LS50759</u>	COLOR: Exterior <u>GRAY</u> Interior _____	Additional Options: _____	# <u>1604.50</u>
	OPTIONS: ☐ PREMIUM PACKAGE ☐ SPORTS PREMIUM PACKAGE ☐ SPORTS PACKAGE ☐ COLD WEATHER PACKAGE	☐ ACTIVITY PACKAGE ☐ CONVENIENCE PACKAGE ☐ MOON ROOF ☐ LEATHER UPHOLS.	☐ PREMIUM SOUND ☐ IN DASH CD ☐ CD CHANGER ☐ HEATED SEATS	☐ ON BOARD COMPUTER ☐ ALLOY WHEELS ☐ CRUISE CONTROL ☐ MANUAL	ENGINE: ☐ _____ TRANSMISSION: ☐ AUTOMATIC ☐ MANUAL	
	Mileage <u>15514</u>					
TRADE	Year _____	Make _____	Body Type _____	Series _____	TOTAL: <u>31,375.50</u>	
	Cylinders _____	Serial No. _____	COLOR: Exterior _____ Interior _____	Allowance on Trade-in _____		
	Mileage _____	Options _____	Cash Difference _____			
	SC Sales Tax <u>300</u>					Balance Owed on Trade-In _____
BALANCE OWED TO:		Name & Address:		Name & Address:		Title and License <u>25</u>
		Contact _____		Phone <u>803 251-8499</u> Contact <u>Stephanie Hugley</u>		Recording & Processing Fees <u>\$299.50</u>
Account # _____		Phone <u>803 251-8499</u>		Account # <u>227-5555</u>		TOTAL: <u>32,000</u>
Effective Dates _____		Effective Dates _____		Service Agreement _____		Insurance _____
INSURANCE INFORMATION		Company Name <u>State Farm</u>		Policy # <u>1050595A1040A</u>		TOTAL: _____
Agent <u>Larry DiBiase</u> Phone <u>803-432-4545</u>		Drivers License # _____		Cash on Delivery _____		BALANCE DUE: <u>32,000</u>
Remarks _____						

READ CAREFULLY: Century BMW / Century Mini agrees to sell and the Buyer(s) agree to purchase the vehicle as above described at the price set forth. The Buyer shall remit full payment of the entire balance due on or before _____. This Buyer's Order constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

Michael M Watts Buyer x Christine M Watts Co-Buyer [Signature] Must be accepted by an Official of the Company

☐ USED CAR CONTRACTUAL DISCLOSURE STATEMENT: - "The information you see on the window form (Buyer's Guide) for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale."

☐ NEW VEHICLE

Purchaser's Signature X _____

DISCLAIMER OF WARRANTIES: - I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am purchasing. Furthermore, I understand that all warranties on this vehicle are those of the manufacturers. The seller, Century BMW / Century Mini, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Century BMW / Century Mini, neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this vehicle. This disclaimer in no way affects the provisions of the manufacturer's warranty.

Purchaser's Signature X _____

This agreement between the undersigned buyer(s) and dealer is incorporated by reference into and is made a part of any separate retail installment or credit sale agreement between the undersigned buyer(s) and dealer ("Retail Financing Agreement"). Notwithstanding anything to the contrary in any other document, if there is a Retail Financing Agreement the undersigned buyer(s) understand and agree that the transaction evidenced by this agreement and the Retail Financing Agreement is contingent upon credit approval by, and assignment of the Retail Financing Agreement to, a third-party financial institution. If the Retail Financing Agreement is not accepted by a third-party financial institution, you must immediately return the vehicle referred to in this agreement, and the entire transaction evidenced by this agreement and the Retail Financing Agreement and this agreement shall be null and void.

Signed _____ (Buyer) Signed _____ (Dealer)

BMW Financial Services Lease-End Inspection Form

Inspecting Center Name

Century BMW 21470



1. Customer Information

Scansource Inc

Account Number

3000374937

Model Z4 roadster 2.5

Year 2004

VIN

4USBT33554LS0759

Maturity Date May 28, 2005

Now ☒ Pre-Owned

Related Automotive Finance Product Y ☐ N ☐

2. Body Assessment - Charges for Dings, Dents and Scratches (See diagram on back.)

	Small	Large	Total		Small	Large	Total
Front Bumper			\$	Rear Bumper			\$
Front Hood and Grill			\$	Right Quarter Panel			\$
Left Front Fender			\$	Right Rear Door			\$
Left Front Door			\$	Right Front Door			\$
Left Rear Door			\$	Right Front Fender			\$
Left Quarter Panel			\$	Roof			\$
Deck Lid			\$	Body Assessment Total			\$

- Charge per incident: Small = \$150 Large = \$450
- Maximum charged per panel for New Vehicles (small and large dings, dents and scratches combined) is \$600.
- If vehicle is pre-owned, then Total Body Assessment is 80% of New Vehicle amount assessed.

3. Parts Charges

Yes	No		Subtotal Parts Chg.	Yes	No		Subtotal Parts Chg.
☐	☐	Tires: Five tires with minimum 4/32" (1/8") tread depth measured from lowest depth not on the wear bar (including spare)? If no: see chart on page 2		☐	☐	Fog lamps/lenses free of breaks or cracks? If no: \$120 per occasion (max 2)	
☐	☐	Rims: Five rims free of cracks and structural bends (including spare)? If no: see chart on page 2		☐	☐	Tailamps/lenses free of breaks or cracks? If no: \$150 per occasion (max 4)	
☐	☐	Windshield free of cracks or stars within wiper sweep and those greater than 1/4" outside wipers sweep? If no: Standard = \$300 Rain Sensor = \$600		☐	☐	Factory CD changer in vehicle? If no: CD changer = \$300	
				☐	☐	Minimum 2 master keys? If no: \$100 per master key	
				☐	☐	Scheduled Maintenance Performed? If no and vehicle is not covered under a BMW Maintenance Program, then \$150.	
							Parts Total: \$

4. Excess Mileage Charge (Completed at time of turn-in)

A. Current miles 1

B. Miles at inception (from contract) 15000

C. Miles driven (A. minus B.) 15000

D. Contracted mileage 15000

E. Excess miles (C. minus D.) (If negative, then no charge)

Total Excess Mileage Charge (E. x \$ 20) \$

Has the vehicle sustained major damage? By marking "Yes", the customer acknowledges that prior significant repairs have been made to the body/frame of this vehicle. (Significant means either prior accident repairs in which any panels were replaced OR any damage that required the painting of two or more body panels.) Yes ☐ No ☐

Any vehicle with accident damage involving dents, dings or scratches greater than eight (8) inches, any misaligned or broken components, any major mechanical problem, improper repairs, hail damage or a badly damaged interior (multiple burns, rips, or water damage) voids this form. In this case, an independent inspection company must evaluate your vehicle. The inspection form must reflect the condition of the vehicle at turn-in. If turn-in condition is significantly different, a re-inspection/reassessment is required. Both signatures are required for validation. If it is determined that significant prior repairs have been made, the amount of the loyalty benefit from BMW FS will be charged back to the customer.

Customer _____

Inspector

3rd Party

Date

6. Federal Odometer Disclosure Statement (Completed at time of turn-in)

Federal Law requires that you disclose mileage to the Lessor at this time. Failure to comply with this requirement or making an inaccurate or untruthful statement may make liable for civil or criminal penalties, pursuant to the Motor Vehicle Information and Cost Savings Act of 1972 (Pub L. 92-513 as amended by Pub L. 99-579).

Number: 4USBT33554LS0759 Account Number: 3000374937

Year: 2004 Make: BMW Model: Z4 roadster 2.5

I, _____, state the ODOMETER on the vehicle described above reads _____ miles (no tenths).

Check one of the following statements:

- ☐ To the best of my knowledge, the ODOMETER reading reflects ACTUAL VEHICLE MILEAGE.
- ☐ To the best of my knowledge, the ODOMETER reading is NOT THE ACTUAL VEHICLE MILEAGE.

Customer _____

Inspector

3rd Party

Date

5/27/05

CRM000026

LP6771

3-374937

STATE OF SOUTH CAROLINA CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE ID NUMBER 4 USB F33554LS50759	YEAR 2004	MAKE BMW	MODEL Z4 ROA	NEW/USED NEW
BODY STYLE CN	DATE 10/15/2004	ODOMETER 13	WEIGHT 2932	TITLE NUMBER 770760133788553 A
VEHICLE BRAND(S)				
ACTUAL MILEAGE				

FULL NAME OF OWNER(S): BMW FINANCIAL SERVICES NA LLC
5515 PARK CENTER CIR
DUBLIN OH 430173535

CUSTOMER NUMBER: 30000852

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREON IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

36048050



SCDMV

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400 Rev. 10/03

For more information, visit our website at www.scdmvonline.org or call our Customer Call Center at (803) 737-4000.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application.
expedited services (within 3 business days) include an additional \$20.00 fee. Please print or type in black ink only. DO NOT SEND CASH.

☒ NEW TITLE & REGISTRATION 1) Manufacturer's Statement of Origin (MSO) or Title. 2) Paid Property Tax Receipt 3) \$15.00 title fee and regular registration fee. 4) Sales Tax (5% of selling price or \$300.00 max.) 5) Insurance Information	☐ TITLE AND PLATE TRANSFER 1) Manufacturer's Statement of Origin (MSO) or Title. 2) List Previous Tag # 3) Previous registration in owner's name. 4) \$15.00 title & \$3.00 transfer fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	☐ MOBILE OR MANUFACTURED HOME 1) Manufacturer's Statement of Origin (MSO) or Title. 2) Consumer Inspection Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	☐ TITLE ONLY 1) Manufacturer's Statement of Origin (MSO) or Title. 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) ☐ DUPLICATE TITLE 1) Lost Stolen or Destroyed Title 2) \$15.00 title fee.	☐ LEASED VEHICLE 1) Do not complete Section 3. Complete Section 4 and all other applicable sections. MAIL YOUR APPLICATION TO: SCDMV P.O. Box 1498 Columbia, SC 29216-0024
---	---	--	---	---

SECTION 1 - VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER 4USBT33554LS50759	MAKE BHW	YEAR MAKE 2004	BODY STYLE CV	MODEL 7412.5	EMPTY WEIGHT 2932	GVW
---	--------------------	--------------------------	-------------------------	------------------------	-----------------------------	-----

SECTION 2 - ODOMETER MILEAGE

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS **15514** (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION 3 - OWNER INFORMATION

Your complete legal name must be used on all title and registration documents.

OWNER'S COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) HATTS MICHAEL MILTON		CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO. [REDACTED]	DATE OF BIRTH 04/24/56
CO-OWNER'S COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) HATTS CHRISTINE MICHELLE	JOINT OWNERSHIP ☐ AND ☐ OR	CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO. [REDACTED]	DATE OF BIRTH 03/05/81
RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 10 PRINCE STREET		CITY GREENVILLE	STATE SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE
DAYTIME TELEPHONE NUMBER 8641213-8498	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS	

SECTION 4 - LEASING INFORMATION

Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LEASEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO. OR FEIN NO.	DATE OF BIRTH	
RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE

SECTION 5 - LIEN INFORMATION

CUSTOMER NO. OR FEIN NO. [REDACTED]	LIENHOLDER NAME (FIRST LIEN) CAROLINA COLLEGIATE CU	DATE OF LIEN 6/25/05	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS P.O. Box 12309	CITY COLUMBIA	STATE SC	ZIP CODE 29211	
CUSTOMER NO. OR FEIN NO.	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

L P6774

Check Request CPO

15499.11
32980

Date: 5/30

Amount: 24550.50

To: ~~BMW~~ FSRT

Address:

Phone Number:

Control #: LP6771 Account #: 12404

Control #: Account #:

Control #: Account #:

Reason: U.C. Per

04 Bmw 24(25) 4N1LS50759

Requested By 

Approved By

PLEASE GIVE/MAIL CHECK TO:

Check Request

Date: _____

Amount: _____

To: _____

Address: _____

Phone Number: _____

Control #: _____ Account #: _____

Control #: _____ Account #: _____

Control #: _____ Account #: _____

Reason: _____

Requested By _____

Approved By _____

PLEASE GIVE/MAIL CHECK TO: _____

LPG221



Vehicle History Report

Vehicle Information

VIN:	4USBT33554 LS50759	Retail Dealer:	26849
Model Code:	0425 BT43	Retail Date:	05/25/2004
Model Desc:	Z4 R 2	Wholesale Dealer:	26849
Engineering Series:	E85	Wholesale Date:	03/11/2004
Motor Type:	M54		
Color Code:	354 (Titanium Silver Metallic)		
Trim Code:	KASW (Black Leatherette)		
Production Date:	2004/03		
		NEW VEHICLE WARRANTY	
		Expiration Date:	05/25/2008
		Expiration Miles:	50,000
Customer Name:	MR. BRENT BUSH	Comments:	
Customer Address	6 LOGUE CT		
	GREENVILLE SC 29615-5725		
	UNITED STATES		

FULL MAINTENANCE 0050000

Expiration Date: 05/25/2008

Expiration Miles: 50,000

Vehicle Options

Code	Description	Code	Description
0640	phone preparation	0692	CD changer preparation
0662	in-dash CD player	0399	fully automatic soft top
0651	CD2 control	0206	automatic transmission
0521	rain sensor and auto headlight	0441	smoker's package
0594	heated front seats	0678	hi-fi sound system
0249	full function steering wheel	0645	radio frequency
0640	cruise control	0354	graph shape windshield
01CA	CD2 relevant vehicles		

-1137-

L P6771

Purchase Intent and Confirmation for CENTURY BMW (SC)**Non-Origination- Non-Obligatory Purchase****I. Vehicle Description**

Date:	5/27/2005	Customer Name:	SCANSOURCE INC
Yr./Mk./Mdl:	2004 BMW Z4 roadster 2.5	Good Thru Date:	6/11/2005
VIN:	4USBT33554LS50759	Residual:	24,550.50
Exterior:	Titanium Silver Metallic	Maturity Date:	5/28/2005
Interior:	Black Leatherette	MMR @ Act Mileage:	28,925.88
Options:	CO2 , Co2 Relevant Vehic	Contracted Mileage:	15001
Acct#:	3000374937	Actual Mileage:	15499
Originating Dealer:	HENDRICK MOTORS	Contract Type	Pre Pay Lease

II. Purchase Price Options	Option A	Option B
	Customer will not be billed*	Customer will be billed
Center Price (not available to customer)		
MMR @ Actual Mileage	28,925.88	28,925.88
Excess Mileage	99.60	
Less: 15% Excess Mileage Discount	(14.94)	
Sub-Total	29,010.54	28,925.88
Lower of Residual or Sub-Total	24,550.50	24,550.50
Less: Excess W & T ***		0.00
Remaining Payments	0.00	
Outstanding Liabilities	0.00	
Center Pays:	\$24,550.50	\$24,550.50
Less: Customer Sec. Deposit	0.00	
Center Pays: (w/signed Sec. Dep. Auth.)	\$24,550.50	
Customer Bill:		
Excess Mileage		99.60
Excess W & T		0.00
Remaining Payments		0.00
Outstanding Liabilities		0.00
Disposition Fee*		350.00
Customer Pays: **	-1138-	\$449.60

* If the customer purchases a new BMW and finances with BMW Group Financial Services, he/she will not be billed for the

CBM000035

Printable Purchase Intent Confirmation

Page 2 of 3

Mail Or Express payoff to: FS Remarketing, Inc. or FSRI
PO Box 71-3224
Columbus, OH 43271-3224

Overnight to: FSRI-71-3224
c/o Bank One
370 S Cleveland Ave Dept 0471
Westerville, OH 43081

BMW Group Financial Services has assigned the right to sell this off-lease vehicle for which a payoff quote has been requested to Financial Services Remarketing Inc. (FSRI).

MUST BE COMPLETED BY CENTER:

III. Purchase Confirmation () check to indicate purchase decision)

() Purchase Vehicle

- I am purchasing the vehicle for Option A: 24,550.50. I understand BMW Group Financial Services will not bill the customer. Note: Disposition fee will be billed if no New BMW
- () vehicle is financed through BMW Group Financial Services. DO NOT apply the security deposit to this option.
- I am purchasing the vehicle for Option A: 24,550.50. I understand BMW Group Financial Services will not bill the customer. Note: Disposition fee will be billed if no New BMW
- () vehicle is financed through BMW Group Financial Services. Apply the security deposit to this option (security deposit authorization required).
- () I am purchasing the vehicle for Option B: 24,550.50. I understand BMW Group Financial Services will bill the customer for 449.60.

Center Representative _____ Date _____

Center Name CENTURY BMW (SC)

Purchase Documentation**Federal Odometer Disclosure Statement (Leased Vehicle)**

Ownership of the vehicle described below is being transferred. Federal Law requires that you disclose mileage to the Lessor at this time. Failure to comply with this requirement or making an inaccurate or untruthful statement may make you liable for civil or criminal penalties, pursuant to the Motor Vehicle Information and Cost Savings Act of 1972, (Pub L. 92-513 as amended by Pub L. 99-579)

Year: 2004

Make: BMW

Model: Z4 roadster 2.5i

VIN: 4USBT33554LS50759

I, SCANSOURCE INC, state that the ODOMETER on the vehicle described above reads 15499 miles (no tenths).

Check ONE of the following statements:

- ☐ To the best of my knowledge, the ODOMETER reading reflects the ACTUAL VEHICLE MILEAGE.
- ☐ To the best of my knowledge, the ODOMETER reading reflects the VEHICLE MILEAGE IN EXCESS OF MECHANICAL LIMITS.
- ☐ To the best of my knowledge, the ODOMETER reading is NOT THE ACTUAL MILEAGE

Signature: Brenda DarylDate: 5/30/05**Security Deposit Authorization (if applicable)**

Lessee Name: SCANSOURCE INC Account Number: 3000374937

Please initial one:

- ☐ I GIVE BMW Financial Services authorization to reduce the amount of my lease payoff by the amount of my refundable security deposit. I understand that any state and local tax due on the purchase of my leased vehicle will be based on the full vehicle purchase price before subtracting the security deposit.
- ☐ I DO NOT GIVE BMW Financial Services authorization to reduce the amount of my lease payoff by the amount of my refundable security deposit and request that it be refunded to me. I understand that any state and local tax due on the purchase of my leased vehicle will be based on the full vehicle purchase price before subtracting the security deposit.

Lessee Signature: _____

Date: _____

Co-Lessee Signature: _____
(if applicable)

-0a40-

CBM000037

SALES IN <u>Elephant Country</u>		INVOICE NUMBER <u>51547</u>
STOCK NUMBER <u>LP6771</u>	☐ NEW ☒ USED	
YEAR MAKE MODEL <u>04 BMW Z4</u>		
CUSTOMER NAME <u>Michael Watts</u>		
VEHICLE CROSS <u>4832.10</u>	COMMISSION <u>724.82</u>	
INSURANCE PREMIUM	COMMISSION	
CREDIT LIFE PREMIUM	COMMISSION	
FINANCE	COMMISSION	
	COMMISSION	
	COMMISSION	
	TOTAL COMMISSION <u>724.82</u>	
SALES MANAGER	DATE <u>6/25</u>	

COMMISSION VOUCHER

FORM # PAP-55

PRE-OWNED

CUSTOMER

WATTS, MICHAEL

STOCK #

LP6771

SALESPERSON

COURTNEY

VEHICLE

04 X4 2.5

A	INVOICE COST	24,550.50
B	FLOOR PLAN PACK	
C	HARD PACK	
D	SALES PERSON	
E	FUEL PACK, DETAIL	
F	CERTIFICATION	850.00
G	MISC	-
H	MICKEY GRANT	-
I	FAIRWAY	-
J	WARRANTY CREDITS	-
K	PRE-OWNED CHECK	537.90
L		

M TOTAL COST (ADD LINES A THRU L)

N SELLING PRICE (LINE 1) - ALLOWANCE (LINE3)
(OFF BUYERS ORDER)

O ACV

P TOTAL SALES PRICE (ADD LINE N + O)

Q COMMISSIONABLE PROFIT (LINE P MINUS M)

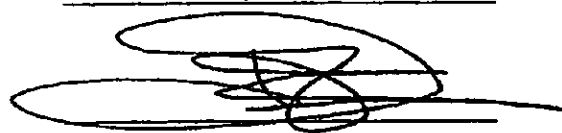
R

TOTAL PROFIT (LINE Q PLUS R)

COMMISSION

MANAGERS SIGNATURE

1570
724.82 1,208.03



RECAP SHEET FOR DEAL #51547

09:13:51 27 JUN 2005

CONTRACT DATE: 25 JUN 2005

ENTRY DATE: 25 JUN 2005

STATUS: P

BUYER.....MICHAEL MILTON WATTS.....CUSTOMER NO: LP6771
210 PROVIDENCE SQUARE
GREENVILLE, , GREENVILLE, SC 29615
(864) 213-8498 (864) 270-7396

SALE VEHICLE... USED SIL/BLK 04 BMW Z4(2.5) CV COST: \$26,543.40
STOCK NO. LP6771 SERIAL NO. 4USBT33554LS0759
DAYS IN STOCK 27

SALESPeOPLE.... COURTNEY, ELIZABETH
F&I MANAGER.... JAMES, CORY EDWARD
FINANCED BY.... CASH TOTAL CASH DOWN: \$32,000.00
TERM: MONTHS ADD-ON RATE: 0.0000% APR RATE: 0.0000%
AMOUNT FINANCED: \$0.00 FINANCE CHARGE: \$0.00
MONTHLY PAYMENT: \$0.00 TOTAL OF PAYMENTS: \$0.00

TAXES..... S.C. STATE TAX..... \$300.00

FEES..... DOCUMENTATION SERVICE.... \$299.50
TAG/TITLE FEE..... \$25.00

===== GROSS PROFIT AND COMMISSIONS =====

DESCRIPTION	SALE AMOUNT	DEALER COMMISSION	COMMISSION NO. 1	COMMISSION NO. 2	COMMISSION NO. 3
VEHICLE SALES	\$31,375.50	\$4,832.10	\$1,208.03		
FINANCING (RESERVE)					
Front We Owe					
Back We Owe					
INTIRE					
RESITALL					
DENT WIZARD					
ETCH ANTI-THEFT					
INVIST-SHIELD					
Fee/Options Subtotals	\$0.00				
WARRANTECH AUTOMOTIVE					
BMW OF N.AMERICA					
EASY CARE GAP					
CREDIT-LIFE INSURANCE					
ACCIDENT & HEALTH INS.					
Levelized Life Ins					
Insurance Subtotals	\$0.00				
*** GRAND TOTALS ***	\$31,375.50	\$4,832.10 15.40%	\$1,208.03 3.85%	\$0.00 0.00%	\$0.00 0.00%
** DEALER PROFIT AFTER COMMISSIONS **		\$3,624.07	11.55%		

27 JUN 2005 09:11:24

CENTURY BMW

SAH103-FI

FIVCD

Vehicle Cost Report

Page 1

Stock Nbr: LP6771 VIN: 4USBT33554LS0759

Customer: WATTS, MICHAEL MILTON
Address: 210 PROVIDENCE SQUARE
GREENVILLE, SC 29615

Type: USED	Entry Date: 05/31/05	+/-: \$
Year: 2004	Date Sold:	Total We Owe: \$ 0.00
Make: BMW	Current Month: JUN	Holdback: \$ 0.00
Model: 24(2.5)	Days in Stock: 27	Dealer Cost: \$ 24,950.50
		Projected Cost: \$ 25,488.40

Status	Date	Document	Amount	Description
OpenRO	06/24/05	150950	537.90	BMW PREOWNED CERTIFICATION...
			537.90	----- Unposted ROs Sub-Total -----
Posted	05/31/05	155186	-100.00	GENERAL PURCHASES...
Posted	05/31/05	155186	100.00	GENERAL PURCHASES...
Posted	05/31/05	155186	100.00	GENERAL PURCHASES...
Posted	05/31/05	27204	300.00	CASH DISBURSEMENTS...
Posted	05/31/05	27204	24,550.50	CASH DISBURSEMENTS...
			24,950.50	---- Posted Transactions Sub-Total ---

*** End of Report ***

CENTURYBMW CENTURYMINI 2750 LAURENS ROAD • GREENVILLE, SC 29607 PHONE (864) 234-6437 www.century-bmw.com • www.centurymini.com		RETAIL BUYER'S ORDER				
		Name MICHAEL MILTON WATTS		Spouse CHRISTINE MICHELLE WATTS		
		Street 210 PROVIDENCE SQUARE		Phone (864) 213-8498		
		City GREENVILLE State SC Zip 29615		County GREENVILLE		
Date 25 JUN 05 Exp 6/9/1		Employer (864) 270-7396				
Salesperson COURTNEY, ELIZABETH		E-mail Address				
PURCHASE	☐ NEW ☐ DEMO ☐ FACTORY CAR ☒ PRE-OWNED		Year 04	Make BMW	Body Type CV Series 24(2.5)	PRICE: (including Transportation & Service Charges) 31375.50
	Cylinders 4 Serial No. 4USBT33554LS50759		COLOR: Exterior STL/BLK Interior		Additional Options:	
	OPTIONS: ☐ PREMIUM PACKAGE ☐ ACTIVITY PACKAGE ☐ PREMIUM SOUND ☐ ON BOARD COMPUTER ☐ SPORTS PREMIUM PACKAGE ☐ CONVENIENCE PACKAGE ☐ IN DASH CD ☐ ALLOY WHEELS ☐ SPORTS PACKAGE ☐ MOON ROOF ☐ CD CHANGER ☐ CRUISE CONTROL ☐ AUTOMATIC ☐ COLD WEATHER PACKAGE ☐ LEATHER UPHOLS. ☐ HEATED SEATS ☐ MANUAL		ENGINE: ☐ TRANSMISSION: ☐		N.A. N.A. N.A.	
	Mileage 15514				TOTAL: 31375.50	
TRADE	Year 04 Make BMW Body Type CV Series 24(2.5)		Cylinders 4 Serial No. 4USBT33554LS50759		Allowance on Trade-In N.A.	
	Mileage 15514 Options		COLOR: Exterior STL/BLK Interior		Cash Difference 31375.50	
					SC Sales Tax 300.00	
					TOTAL: 31375.50	
BALANCE OWED TO: N.A.		Name & Address: CAROLINA COLLEGIATE CU		Name & Address: COLUMBIA SC 29211		Balance Owed on Trade-In N.A.
Contact		Phone 603.251.8474		Contact STEPMAN		Title and License 25.00
Account #		Account #		Effective Dates		Recording & Processing Fees \$299.50
Effective Dates		Effective Dates		Insurance STATE FARM		TOTAL: 32000.00
INSURANCE INFORMATION		Policy # 1050595A1040 Effective Dates 06/01/05 - 01/10/06		Drivers License #		Service Agreement N.A.
Agent LARRY DIBIASE 8034324545						Insurance 32000.00
Remarks 24 APR 1956						TOTAL: 32000.00
						Cash on Delivery 32000.00
						BALANCE DUE: N.A.

READ CAREFULLY: Century BMW / Century Mini agrees to sell and the Buyer(s) agree to purchase the vehicle as above described at the price set forth. The Buyer shall remit full payment of the entire balance due on or before _____. This Buyer's Order constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

CENTURYBMW CENTURYMINI

Buyer *[Signature]* Co-Buyer *[Signature]* Must be accepted by an Officer of the Company *[Signature]*

☐ **USED CAR CONTRACTUAL DISCLOSURE STATEMENT:** - The information you see on the window form (Buyer's Guide) for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale.

☐ **NEW VEHICLE**
DISCLAIMER OF WARRANTIES: - I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am purchasing. Furthermore, I understand that all warranties on this vehicle are those of the manufacturers. The seller, Century BMW / Century Mini, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Century BMW / Century Mini, neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this vehicle. This disclaimer in no way affects the provisions of the manufacturer's warranty.

Purchaser's Signature *[Signature]* *[Signature]*

Purchaser's Signature X *[Signature]*

This agreement between the undersigned buyer(s) and dealer is incorporated by reference into and is made a part of any separate retail installment or credit sale agreement between the undersigned buyer(s) and dealer ("Retail Financing Agreement"). Notwithstanding anything to the contrary in any other document, if there is a Retail Financing Agreement the undersigned buyer(s) understand and agree that the transaction evidenced by this agreement and the Retail Financing Agreement is contingent upon credit approval by, and assignment of the Retail Financing Agreement to, a third-party financial institution. If the Retail Financing Agreement is not accepted by a third-party financial institution, you must immediately return the vehicle referred to in this agreement, and the entire transaction evidenced by this agreement and the Retail Financing Agreement and this agreement shall be null and void.

Signed *[Signature]* (Buyer) Signed *[Signature]* (Dealer)



GREENVILLE COUNTY S.C.
TAXPAYER'S COPY
PAID RECEIPT TAX YEAR 2005

ACCT #: 200505014071601001 DATE PAID: 5/17/2005 AMOUNT PAID: \$ 147.70

VEHICLE DESCRIPTION

VEHICLE ID: JA4LS31PKXP010585
YR/MAKE/BODY: 1998 HITS 45 HNS
TAG: 857CVG

DISTRICT: 200
VALUE: 430
COUNTY MILLAGE: .25280
CITY MILLAGE: .00000
TOTAL MILLAGE: .25280

TAX AMOUNT: \$ 108.70
ROAD MAINTENANCE FEE: \$ 15.00
SOUTH CAROLINA DMV DECAL FEE: \$ 24.00
TOTAL: \$ 147.70

WATTS MICHAEL M
WATTS PHYLLIS CHAFIN
210 PROVIDENCE SQ
GREENVILLE SC 296150000

TAX AMOUNT: \$ 123.70
SOUTH CAROLINA
DMV DECAL FEE: \$ 24.00

WITH THIS RECEIPT IN YOUR POSSESSION, YOU HAVE 30 DAYS FROM DATE OF
EXPIRATION TO DISPLAY YOUR NEW VALIDATION DECAL FOR IN-STATE DRIVING
**YOUR DECAL WILL BE MAILED SEPARATELY BY DMV

*** PAID 5/17/2005 GREENVILLE COUNTY TAX COLLECTOR ***



GREENVILLE COUNTY S.C.
HIGHWAY DEPT. COPY
PAID RECEIPT TAX YEAR 2005

5/23/2005

ACCT #: 200505014071601001 DATE PAID: 5/17/2005 AMOUNT PAID: \$ 147.70

VEHICLE DESCRIPTION

VEHICLE ID: JA4LS31PKXP010985
YR/MAKE/BODY: 1998 HITS 45 HNS
TAG: 857CVG

DISTRICT: 200
VALUE: 430
COUNTY MILLAGE: .25280
CITY MILLAGE: .00000
TOTAL MILLAGE: .25280

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SOUTH CAROLINA DMV DECAL FEE: \$ 24.00
TOTAL: \$ 147.70

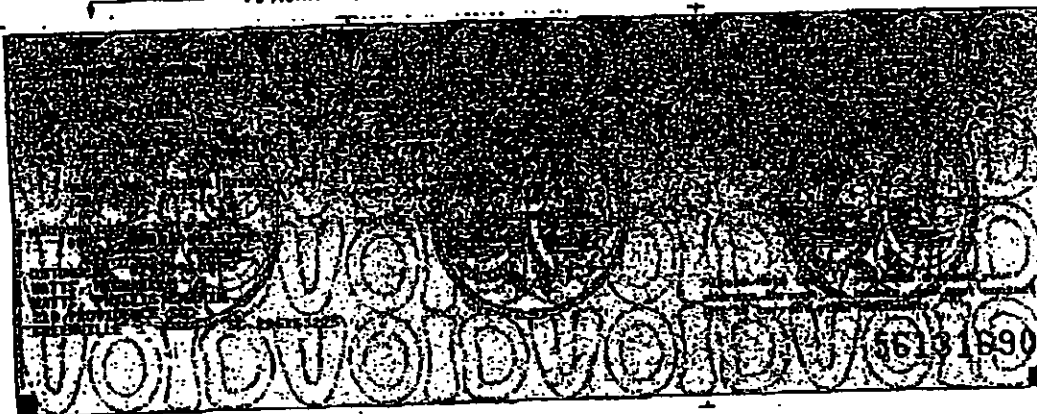
WATTS MICHAEL M
WATTS PHYLLIS CHAFIN
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**YOUR DECAL WILL BE MAILED SEPARATELY BY DMV

*** PAID 5/17/2005 GREENVILLE COUNTY TAX COLLECTOR ***

To Remove Document Fold and Tear Along This Perforation *missing up stick*



Michael M. Watts and Christine M. Watts
 210 Providence Square
 Greenville, SC 29615

Cell Phone for Phyllis Watts 864-270-7392

Fax Cover

Date:	6/27/05	Time:	AM
To:	Jerry Lyons, BMW	Fax No.	213-1019
From:	Michael M. Watts	Re:	Documentation for car purchase
Comments:	Jerry, Thank you for your assistance. Attached is a copy of our previous car registration and paid tax receipt. I have not received the updated decal and registration yet. Due to us by June 30 th . If you have any questions call Phyllis at her call 864-270-7392.		

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank You.

Total number of pages to include fax cover page:	2
If you did not receive all of the pages, please call Phyllis Watts.	
at (864) 298-0084	

DEAL PROGRESS CHECKLIST

CUSTOMER NAME: _____ DEAL # 51547 STOCK# _____ SALESPERSON _____

ALL CARS CHECKLIST

- ☒ SERIAL # FOR CAR SOLD
- ☒ MILEAGE FOR CAR SOLD
- ☒ PRINTED BUYER'S ORDER SIGNED BY CUSTOMER AND SALES MANAGER
- ☒ HANDWRITTEN BUYER'S ORDER SIGNED BY CUSTOMER AND SALES MANAGER
- ☒ COPY OF CUSTOMER'S DRIVER'S LICENSES
- ☒ COPY OF INSURANCE CARD
- ☒ WE OWE - COMPLETED AND SIGNED
- ☒ ALL MONEY IN AND RECEIPTED
- ☒ INSURANCE VERIFICATION FORM COMPLETED W/ PHONE #, SIGNED, AND VERIFIED
- ☒ ODOMETER STATEMENTS - CORRECT MILEAGE RECORDED
- ☒ MENU SIGNED
- ☒ CAR INVOICE
- ☒ TITLE APPLICATION
- ☒ ARBITRATION AGREEMENT
- ☒ FULL DISCLOSURE CUSTOMER WORKSHEET
- ☒ PRIVACY NOTICE - SIGNED OR REFUSED TO SIGN

TRADE IN CHECKLIST

- ☒ TITLE FOR TRADE OF PAYOFF INFORMATION
- ☒ APPRAISAL (PRO-FORM) - SIGNED BY MANAGER
- ☒ POWER OF ATTORNEY - SIGNED

PROGRESS CHECKLIST

- SALES MANAGER _____ TITLE COPIES _____
- FINANCE MANAGER _____
- CAPPED _____
- FUNDED _____

FINANCED CHECKLIST

- ☒ CREDIT APPLICATION - FULLY COMPLETED AND SIGNED
- ☒ CONTRACT - ALL SIGNATURES
- ☒ APPROVAL NOTIFICATION
- ☒ VEHICLE INQUIRY OR HISTORY
- ☒ EASY PAY

PRE-OWNED CHECKLIST

- ☒ USED CAR BUYER'S GUIDE - COMPLETED WITH BACK SIGNER

TAG TRANSFER CHECKLIST

- ☒ VALID REGISTRATION OR COPY OF TAG

TEMP TAG CHECKLIST

- ☒ TEMP TAG REGISTRATION FORM

CAPPED CHECKLIST

- ☒ RECAP SHEET - NO HANDWRITTEN AMOUNTS
- ☒ FRONT GROSS SHEET - SIGNED
- ☒ ENTERED INTO DAR
- ☒ F & I RECAP SHEET - SIGNED BY MANAGER

FINANCE PRODUCTS

- MAINTENANCE _____ TINT _____
- GAP _____ REGISTAL _____
- WARRANTY _____ IN TIRE _____
- ETCH _____ OTHER _____

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Heather Herron, Natalie Armstrong, Michael
Ritz, Julie Freeman, Christine Watts, Alison
Dannert, Michael Blease, Michael Watts,
Individually and for the Benefit of All Car
Buyers Whom Paid "Administrative Fees" as
Described below to Defendants

Plaintiffs,

vs.

Century BMW a/k/a Sonic Automotive; Dick
Dyer & Associates, Inc.; Galeana Chrysler
Plymouth, Inc. a/k/a Galeana Chrysler Jeep,
Inc.; J.L.H. Investments, LP a/k/a Hendricks
Honda; Overland, Inc. d/b/a Land Rover of
Columbia; Taylor Toyota a/k/a Taylor
Investments; and Toyota of Greenville, Inc., et.
al.

Defendants.

) IN THE COURT OF COMMON PLEAS

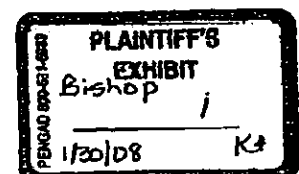
) CIVIL ACTION NO.: 06-CP-02-1230

) NOTICE 30(b)(6) DEPOSITION OF
) CENTURY BMW A/K/A
) SONIC AUTOMOTIVE

TO: STEVE HAMM, ESQ. AND C. JO ANNE WESSINGER HILL, ESQ., ATTORNEYS
FOR DEFENDANT CENTURY BMW A/K/A SONIC AUTOMOTIVE:

YOU WILL PLEASE TAKE NOTICE that the undersigned in the above captioned action
will take, pursuant to Rule 30(b)(6), SCRCF, the deposition of the designee of Century BMW
a/k/a Sonic Automotive from among the officers, directors, managing agents, or such other
persons who consent to testify on its behalf and who are most knowledgeable regarding the
subject matter pertaining to the above captioned case as set forth hereinbelow.

Said deposition to be taken upon oral examination, for the purpose of discovery and/or use
as evidence in the above captioned action, pursuant to the South Carolina Rules of Civil
Procedure, before a Notary Public, or before some other officer authorized by law to take



depositions, said deposition to continue from day to day. You are notified to appear and take such part in the examination as you may be advised and as shall be fit and proper. Notice is further given as follows:

Topics/Person(s): The person or persons most knowledgeable regarding:

- a. arbitration agreement you contend is applicable to Plaintiffs Christine and Michael Watts;
- b. identity of the party who drafted the arbitration agreement at issue;
- c. the events surrounding the execution of the arbitration agreement at issue; and
- d. conversations with Plaintiffs Christine and Michael Watts regarding the arbitration agreement at issue.

Date: January 30, 2008

Time: 10:00 a.m.

Place: Leatherwood Walker Todd & Mann, P.C.
The Leatherwood Plaza
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601

If a Subpoena Duces Tecum has been issued, it is attached hereto.

MICHAEL SPEARS, PA
Michael E. Spears
Post Office 5806
Spartanburg, SC 29304
(864)583-3235

GEDNEY M. HOWE, III, PA
Gedney M. Howe, III
Post Office Box 1034
Charleston, SC 29402
(843)722-8048

RICHARD A. HARPOOTLIAN, PA
Richard A. Harpootlian
P.O. Box 1090
Columbia, SC 29202
(803) 252-4848

LEWIS & BABCOCK, L.L.P.
A. Camden Lewis
Brady R. Thomas
1513 Hampton Street
Post Office Box 11208
Columbia, SC 29211
(803) 771-8000

By: Brady R. Thomas
ATTORNEYS FOR THE PLAINTIFFS

January 18, 2008

CERTIFICATE OF SERVICE

I, Margarita Sosa, secretary for the law firm of Lewis & Babcock, L.L.P., hereby certify that I have served a copy of Notice 30(b)(6) Deposition of Century BMW a/k/a Sonic Automotive upon opposing counsel and/or their registered agents, by mailing a copy of same, postage prepaid and return address clearly indicated on said envelope, to said parties at the following address:

William S. Barr, Esquire
Capers G. Barr, III, Esquire
Barr, Unger & McIntosh, L.L.C.
Post Office Box 1037
Charleston, South Carolina 29401

J. Gregory Studemeyer, Esquire
Attorney at Law
Post Office Box 12201
Columbia, South Carolina 29211

Susan C. Rosen, Esquire
Rosen Law Firm, LLC
18 Broad Street, Suite 201
Charleston, South Carolina 29401

Ronald J. Tyron, Esquire
Parker Poe Adams & Bernstein, L.L.P.
1201 Main Street, Suite 1450
Columbia, South Carolina 29202-1509

James Y. Becker, Esquire
R. David Proffitt, Esquire
Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201

Karl S. Brehmer, Esquire
Brown & Brehmer
Post Office Box 7966
Columbia, South Carolina 29202

Brad Martin, Esquire
Bradford, Neal, Martin & Associates, PA
Post Office Box 10410
Greenville, South Carolina 29603

Steve W. Hamm, Esquire
C. Jo Anne Wessinger Hill, Esquire
Richardson, Plowden, Carpenter &
Robinson, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202

Henry E. Grimbail, Esquire
Buist, Moore, Smythe, McGee, P.A.
5 Exchange Street
Charleston, South Carolina 29401

Clay Walker, Esquire
Walker & Reibold
Post Office Box 61140
Columbia, South Carolina 29260

Harvey G. Sanders, Jr., Esquire
Leatherwood Walker Todd & Mann, PC
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601

T. Alexander Beard, Esquire
Beard Law Offices
1002 Anna Knapp Blvd., Suite 6
Mt. Pleasant, South Carolina 29465

C. E. Hardin, Jr., Esquire
Merritt, Flebotte, Wilson, Webb & Caruso,
PLLC
1122 Lady Street, 4th Floor
Columbia, South Carolina 29211

Robert L. Reibold, Esquire
Post Office Box 61140
Columbia, South Carolina 29260

Paul H. Infinger, Esquire
Post Office Box 1537
Beaufort, South Carolina 29901

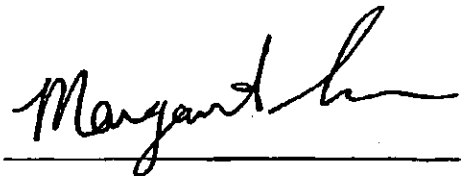
Columbia, South Carolina
January 18, 2008

William M. Bowen, Esquire
Attorney At Law
Post Office Drawer 6128
Hilton Head Island, South Carolina 29938

Frank S. Potts, Esquire
Post Office Box 11886
Columbia, South Carolina 29211

Grover "Beau" Seaton, IV, Esquire
Post Office Box 38
Monks Corner, SC 29461

Alice F. Paylor, Esquire
Rosen, Rosen & Hagood, LLC
Post Office Box 893
Charleston, South Carolina 29402



Margarita Sosa

ARBITRATION AGREEMENT
(All States Except CA)

DATE: 6.25.05

VIN: 4U50T335546352759

This Arbitration Agreement ("Agreement"), "you" and "your" refers to the customer(s) who sign(s) below. "We", "us", and Dealer refer to the Dealer signing below, and includes the Dealer's employees, agents, and parent and affiliated companies (including, but not limited to, Cornerstone Acceptance Corporation) and their employees and agents. "Parties" refers to you and us. "Vehicle" refers to the automobile identified by the VIN set forth above. "Claim(s)" includes any and all disputes, claims or controversies between the Parties relating to the Vehicle or arising out of or relating to: (a) the application for and the terms of and enforceability of the sale, lease, or financing of the Vehicle, (b) the purchase or terms of any warranty, service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching product and warranty, GAP protection, deficiency waiver addendum, or any or other product or insurance, (c) any claims of breach of contract, negligence, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (d) any claim of a violation of any state or federal statute or regulation, or (e) the Vehicle's condition, warranty, workmanship, servicing, maintenance or repair. All Claims must be brought within the time allowed by the applicable statute(s) of limitation. "Contract(s)" refers to any agreement(s) between you and us regarding the sale, lease, financing, service or maintenance of the Vehicle.

Upon the request of a Party, any and all Claim(s) shall be decided in binding arbitration before the American Arbitration Association (1-800-778-7879/www.adr.org) ("AAA"). The Parties may mutually agree to use another arbitration forum and/or qualified arbitrator. Unless mutually agreed otherwise between the Parties, any arbitration under this Agreement shall be conducted under the commercial arbitration rules of the AAA. To the extent that any Claim is deemed a "consumer dispute", the Parties agree that the fee schedule provided in the rules for consumer disputes of the AAA, if any, will apply. You can get a copy of the rules from the AAA. The arbitration hearing shall be conducted, at your option, in the federal district in which you reside or in which the Vehicle was purchased or leased.

The Parties waive the right to request arbitration for a Claim filed and maintained individually (as opposed to a class action) in your state's small claims court, if any. However, if such a Claim originally brought in small claims court is transferred or removed to a higher state or federal trial court, the Parties reserve their right to request arbitration under this Agreement.

The Parties agree that once one of the Parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all Claims. By entering into this Agreement the Parties are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff or claimant action in court or through arbitration. Until a Party entitled to do so requests arbitration under this agreement, any party to this Agreement may proceed with all other rights and remedies they may have. Neither you nor we waive our right to request arbitration under this Agreement, even after all Parties have elected to litigate a Claim in court, in the event new Claims are asserted after the initial filing of such litigation in court.

The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing local, state or federal law when making an award, and shall award only those damages or other relief allowed by such governing law. Issues regarding whether a matter is arbitrable shall be made by the arbitrator. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may seek entry of a judgment on the award in any court of competent jurisdiction.

If you initiate a Claim for Arbitration under this Agreement, we agree to pay that portion of the AAA's initial filing fee which exceeds the lesser of the court filing fee for the state or federal court located in the jurisdiction in which you reside. If we initiate a Claim for arbitration we will pay the entire initial filing fee. We also agree to pay up to \$1500 of the arbitrator's fees, unless applicable law or the rules of the AAA require otherwise. Unless applicable law or the rules of the AAA require otherwise, the Parties agree to share equally all other costs and fees, including the arbitrator's fees in excess of \$1500. Notwithstanding any other provision of this Agreement, we will also pay any amount of fees or costs that a court or the arbitrator decides we must pay in accordance with applicable law for this agreement to be enforceable. The arbitrator deciding the Claim(s) shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this Agreement and applicable law. Unless otherwise ordered by the arbitrator in accordance with applicable law or provided otherwise by applicable law, the Parties shall be responsible for the payment of their own attorneys' fees.

This Agreement evidences a transaction involving interstate commerce (9 U.S.C. § 1 et seq.) ("FAA") shall govern, except for any right of appeal provided by applicable law.

Any part of this Agreement shall be enforceable. In the event this Agreement is challenged by applicable law.

This Agreement shall survive and made a part of all Contracts. To the extent this Agreement conflicts with any other agreement with respect to the same subject matter, this Agreement shall control.

HER YOUNG
COURT
IF A DISPUTE
ARISES
BETWEEN
YOU AND
US

Cornerstone
Cornerstone

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	CIVIL ACTION NO.: 06-CP-02-1230
	)	
HEATHER HERRON, ET. AL.	)	
	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	STATUS CONFERENCE
	)	SUBMISSION BY PLAINTIFFS
	)	
CARMAX AUTO SUPERSTORES, INC., ET.	)	
AL.	)	
	)	
	)	

MICHAEL SPEARS, PA
Michael E. Spears
Post Office 5806
Spartanburg, SC 29304
(864)583-3535

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LEWIS & BABCOCK, L.L.P.
A. Camden Lewis
Brady R. Thomas
1513 Hampton Street
Post Office Box 11208
Columbia, SC 29211
(803)771-8000

Heather Herron, et al.
v.
CarMax Auto Superstores, Inc., et al.

Michael Spears, PA
Micheal E. Spears
Post Office 5806
Spartanburg, SC 29304
(864)583-3535

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(803)252-4848

Lewis & Babcock, L.L.P.
A. Camden Lewis
Post Office Box 11208
Columbia, SC 29211
(803)771-8000

It's Easy
in Easy



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07/12/06 BY 60313/181-1611



TELEPHONE (844) 888-1234 TOLL FREE 1-888-828-1234

DATE 07/12/06
TEL PHONE (844) 888-1234
TOLL FREE 1-888-828-1234

UNDERSTAND NAME JULIE VALISIA ERECHMAN
UNDERSTAND ADDRESS 1011 N. BUTLER RD. APT 119
CITY, STATE & ZIP GREENVILLE, SC 29602

VEHICLE BEING PURCHASED		PRICE \$	17975.00
VIN 061001A		YEAR	2005
MAKE HONDA		MODEL	ACCORD
COLOR WHITE		TRIM	EX-L
MILEAGE 116000		WARRANTY	3 YEAR / 50,000 MILES
VEHICLE BEING TRADED		TRADE-IN ALLOWANCE	\$ 900.00
YEAR 1999		MAKE HONDA	MODEL ACCORD
COLOR GREEN		TRIM EX-L	WARRANTY 3 YEAR / 50,000 MILES
MILEAGE 116000		WARRANTY	3 YEAR / 50,000 MILES
VEHICLE BEING FINANCED		FINANCE CHARGE	\$ 299.00
YEAR 2005		MAKE HONDA	MODEL ACCORD
COLOR WHITE		TRIM EX-L	WARRANTY 3 YEAR / 50,000 MILES
MILEAGE 116000		WARRANTY	3 YEAR / 50,000 MILES
VEHICLE BEING LEASED		LEASE CHARGE	\$ 377.57
YEAR 2005		MAKE HONDA	MODEL ACCORD
COLOR WHITE		TRIM EX-L	WARRANTY 3 YEAR / 50,000 MILES
MILEAGE 116000		WARRANTY	3 YEAR / 50,000 MILES
VEHICLE BEING RENTED		RENT CHARGE	\$ 18090.57
YEAR 2005		MAKE HONDA	MODEL ACCORD
COLOR WHITE		TRIM EX-L	WARRANTY 3 YEAR / 50,000 MILES
MILEAGE 116000		WARRANTY	3 YEAR / 50,000 MILES

SECURITY AGREEMENT: This vehicle is being sold "AS IS" without warranty, express or implied, and the dealer is not responsible for any damage to the vehicle or its contents. This sale is conditioned upon approval of your proposed retail installment sales contract or lease. If that proposed retail installment sales contract or lease is not approved under the terms agreed to with the dealer, you may cancel this sale and any down payment and/or trade-in you submitted will be returned to you, provided that any vehicle delivered to you by the dealer pursuant to this agreement is returned to the dealer in the same condition as delivered to you within twenty-four hours of written or oral notice to you of the credit denial.

SIGNATURE OF BUYER: JULIE VALISIA ERECHMAN
SIGNATURE OF SELLER: [Signature]
DATE: 07/12/06



1608 CALHOUN MEMORIAL HIGHWAY

EASLEY, SC 29560

TELEPHONE (804) 855-1204 TOLL FREE 1-800-828-1315

WEBSITE: www.hondasc.com

CASH PRICE OF VEHICLE & ACCESSORIES	\$ 17975.00
TRADE-IN ALLOWANCE	\$ 900.00
DIFFERENCE	\$ 17075.00
PROCUREMENT FEE	\$ 299.00
STATE TAXES	\$ 300.00
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	\$ 39.00
TOTAL PRICE OF UNIT	\$ 17713.00
LIEN PAYOFF OWNED CUSTOMER GUARANTEES	\$ 377.57
DOWN PAYMENT	\$ N/A
BALANCE	\$ 18090.57

DEAL # 3915



COLUMBIA

540 Jamil Rd.
1-26 Piney Grove
Columbia, SC 29210
Tel: (803) 731-74WD
Fax: (803) 731-8274
www.landrovercarolina.com

TOTAL:	26950.00
Allowance on Trade-in	6950.00
Cash Difference	20000.00
SC Sales Tax	300.00
Balance Owed on Trade-in	N/A
Title and License ☐ New ☐ Used ☐ Lease	25.00
Recording & Processing Fees	\$225.00
TOTAL:	20550.00



CLICK OVER
Contract

Click Over & Associates, Inc.
2875 Three Rivers Road, B.O. Box 2443
Jacksonville, Florida 32202
(904) 778-4128
www.clickoverdeal.com

TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT

ED CLAUS

BUYER'S ORDER AND INVOICE
This contract is made and entered into between the Buyer and Seller for the purchase of the vehicle described herein. The Seller warrants that the vehicle is free of liens and encumbrances and is in good condition at the time of sale. The Buyer acknowledges receipt of the vehicle and its condition and agrees to accept the same as is. The Seller shall deliver the vehicle to the Buyer at the time and place specified herein. The Buyer shall pay the purchase price to the Seller at the time and place specified herein. The Seller shall provide the Buyer with a copy of this contract and a copy of the vehicle's title and registration documents. The Seller shall also provide the Buyer with a copy of the vehicle's maintenance records. The Buyer shall be responsible for all taxes and fees associated with the purchase of the vehicle. The Seller shall be responsible for all repairs and maintenance on the vehicle for a period of 90 days after the date of sale. The Seller shall also be responsible for any defects in the vehicle that are discovered within this period. The Buyer shall be responsible for all other repairs and maintenance on the vehicle after the 90-day period. The Seller shall not be responsible for any damage to the vehicle caused by the Buyer or any third party. The Seller shall not be responsible for any loss of or damage to the vehicle caused by fire, theft, or any other cause. The Seller shall not be responsible for any other matters not specifically mentioned in this contract. The Buyer shall be responsible for all other matters not specifically mentioned in this contract. The Seller shall be responsible for all repairs and maintenance on the vehicle for a period of 90 days after the date of sale. The Seller shall also be responsible for any defects in the vehicle that are discovered within this period. The Buyer shall be responsible for all other repairs and maintenance on the vehicle after the 90-day period. The Seller shall not be responsible for any damage to the vehicle caused by the Buyer or any third party. The Seller shall not be responsible for any loss of or damage to the vehicle caused by fire, theft, or any other cause. The Seller shall not be responsible for any other matters not specifically mentioned in this contract. The Buyer shall be responsible for all other matters not specifically mentioned in this contract.

BUYER'S INFORMATION
Buyer Name: Michael Braddy
Address: 1611 Lightkeeper Way Unit 14
City & State: Little Rock, AR 72206
Phone No.: (501) 261-9753
County: North
Miles: 40943
VIN: 1G1AB1E2211733
Model: 350
Color: Black
Inspection No.: 10/28/05
Buyer Signature: [Signature]

ALL USED CARS SOLD "WITHOUT WARRANTY" UNLESS OTHERWISE INDICATED HERE

Radio	15,000.00
Music	199.00
Air Conditioner	15199.00
St. Drive	300.00
Auto. Trans.	28.00
Power Steering	1/A
Power Windows	1/A
Power Seats	1/A
4-Speed Drive	1/A
Speedo	1/A
Wipers	1/A
Brakes	1/A
Exhaust	1/A
Engine	1/A
Transmission	1/A
Other	1/A
Balance Due	1/A
Other	1/A
Exhaust	1/A
Engine	1/A
Transmission	1/A
Other	1/A

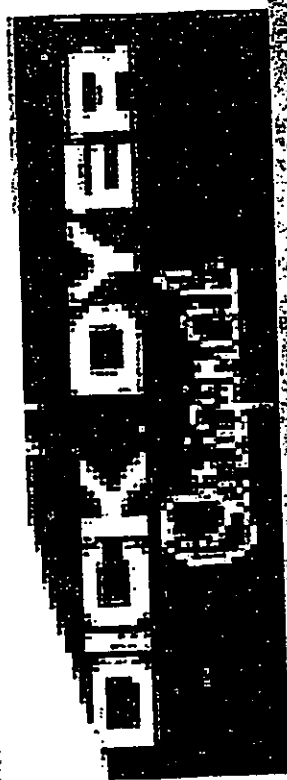
FINANCIAL INFORMATION
Total Cash Price: 15324.00
Down Payment: 15324.00
Financing Fee: 199.00
Sales Tax: 300.00
License: 28.00
Total: 15851.00

CONTRACTUAL DISCLOSURE STATEMENT
The information you see on the vehicle form (Buyer's Order) for this vehicle is part of the contract. Information on the vehicle form overrides any contrary provisions in the contract of sale. The Seller warrants that the vehicle is free of liens and encumbrances and is in good condition at the time of sale. The Buyer acknowledges receipt of the vehicle and its condition and agrees to accept the same as is. The Seller shall deliver the vehicle to the Buyer at the time and place specified herein. The Buyer shall pay the purchase price to the Seller at the time and place specified herein. The Seller shall provide the Buyer with a copy of this contract and a copy of the vehicle's title and registration documents. The Seller shall also provide the Buyer with a copy of the vehicle's maintenance records. The Buyer shall be responsible for all taxes and fees associated with the purchase of the vehicle. The Seller shall be responsible for all repairs and maintenance on the vehicle for a period of 90 days after the date of sale. The Seller shall also be responsible for any defects in the vehicle that are discovered within this period. The Buyer shall be responsible for all other repairs and maintenance on the vehicle after the 90-day period. The Seller shall not be responsible for any damage to the vehicle caused by the Buyer or any third party. The Seller shall not be responsible for any loss of or damage to the vehicle caused by fire, theft, or any other cause. The Seller shall not be responsible for any other matters not specifically mentioned in this contract. The Buyer shall be responsible for all other matters not specifically mentioned in this contract.

BUYER'S SIGNATURE
Buyer Name: Michael Braddy
Address: 1611 Lightkeeper Way Unit 14
City & State: Little Rock, AR 72206
Phone No.: (501) 261-9753
County: North
Miles: 40943
VIN: 1G1AB1E2211733
Model: 350
Color: Black
Inspection No.: 10/28/05
Buyer Signature: [Signature]

SELLER'S SIGNATURE
Seller Name: Click Over & Associates, Inc.
Address: 2875 Three Rivers Road, B.O. Box 2443
City & State: Jacksonville, FL 32202
Phone No.: (904) 778-4128
County: Duval
Miles: 40943
VIN: 1G1AB1E2211733
Model: 350
Color: Black
Inspection No.: 10/28/05
Seller Signature: [Signature]

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY
Thank you for buying this car from
Click Over & Associates, Inc.
CUSTOMER COPY



15000.00
199.00
15199.00
300.00
25.00
N/A

PROCESSING FEE
SUB TOTAL
SALES TAX
LICENSE

TOTAL CASH PRICE 15524.00

“Closing Fees” are sometimes referred to as, inter alia,:

- 1. Documentation Fees**
- 2. Document Fees**
- 3. Administrative Fees**
- 4. Processing Fees**
- 5. Procurement Fees**
- 6. Recording and Processing Fees**

The Charging of Closings Fees is an Unfair Trade Practice

**Motor vehicle dealership committed unfair or
deceptive act in violation of Consumer Sales
Practices Act** by charging handling and delivery fee
which was preprinted in price section of retail buyer
order form.

**Motzer Dodge Jeep Eagle, Inc. v. Ohio Atty. Gen., 642
N.E.2d 20, 25 (Ohio App. 12 Dist., 1994).**

In 1996, the South Carolina Supreme Court Suggested that Charging Closing Fees Are Actionable.

“[W]e do not imply that such [C]losing fees may not be attacked on other grounds, such as claims for fraud, misrepresentation or unfair trade practices.” See Fanning v. Fritz Pontiac-Cadillac Buick, 322 S.C. 399, n. 8, 472 S.E.2d 242, n. 8 (1996)(holding that closing fees were not prohibited in Consumer Finance Transactions)

SOME REASONS WHY CLOSING FEES ARE

ILLEGAL

- Appearance of Mandatory Fee (taxes, tag, title)
- Appearance of Separate from Sticker Price/Advertised Price
- Appearance that Fee is Non-Negotiable (pre-printed)
- Fees are Charged for Profit and Not Reimbursement

Closing Fees Statute Under Consumer
Protection Code
(Enacted in 2000)

§ 37-2-307. Notice of closing fees on motor vehicle sales contract; registration fees.

Every motor vehicle dealer charging closing fees on a motor vehicle sales contract shall pay a one-time registration fee of ten dollars during each state fiscal year to the Department of Consumer Affairs. The closing fee must be included in the advertised price of the motor vehicle, disclosed on the sales contract, and displayed in a conspicuous location in the motor vehicle dealership.

2000 Act No. 387, Part II, § 82.

§ 37-2-307. Notice of closing fees on motor vehicle sales contract; registration fees.

Every motor vehicle dealer charging closing fees on a motor vehicle sales contract shall pay a one-time registration fee of ten dollars during each state fiscal year to the Department of Consumer Affairs. The closing fee must be included in the advertised price of the motor vehicle, disclosed on the sales contract, and displayed in a conspicuous location in the motor vehicle dealership.



STATE OF SOUTH CAROLINA
DEPARTMENT OF CONSUMER AFFAIRS

Headquarters
P.O. Box 5211
Columbia, SC 29205-5211

Motor Vehicle Dealer Listing Fee
S.C. Code 39-1-307 et seq. (Rev. 7/2004)
S.C. Code 39-1-307 et seq. (Rev. 7/2004)
MO-214-0144/00-912-1104

Special Address
2005 Motor Dealer
Columbia, SC 29104-4005

NOTE: THIS ORIGINAL FORM MUST ACCOMPANY A \$10.00 FILING FEE

Business Name Used in S.C. _____ Registration No. _____
Company Name: _____ Co./Part Person _____
Address: _____ Telephone No. _____
City/State Zip _____

Disclosure of Clothing Retailer Notice

This document is being filed as a means of advertising to the public. It is not intended to be a document of record or a document of litigation. It is a document that is generated by law. The full copy of the document is being filed in many sections, including all products and services bought with this vehicle.

The clothing fee charged by

Dealer Name _____ Mailing Address _____
Physical Address _____
City, State Zip _____

With not exceed \$ _____
Under to July 1, 2007

Signature _____

Name of Officer (Typed) _____

Title _____

Date _____

FILE BY AUGUST 31 OF EACH YEAR
(Display in a conspicuous location of dealership)

Motor Vehicle Dealer Listing Fee
S.C. Code 39-1-307 et seq. (Rev. 7/2004)
Page 1 of 1

Instructions

1. If you wish to charge closing fees on motor vehicle sales, please complete the disclosure on front or attach this form to your disclosure of closing fees charged and submit a \$10.00 registration fee payable to the Department of Consumer Affairs at P.O. Box 5246, Columbia, SC 29250-5246. See Administrative Interpretation Summary below.
2. All required registrations and payments must be received by the Department before the closing fee is charged to customers. While filings may be made at any time, the Department urges dealers to file between July 1 and August 31 of each year. The filing begins automatically if any full State fiscal year (July 1-June 30) elapses without a renewal. If the amount of closing fees are assessed during the year, a new disclosure filing is required along with a new registration fee.
3. If you have questions, please contact the Accounting and Regulatory Filing Division at 794-4364.

Consumer Protection Code (Section 37-2-307)

In Part II, Section 82 of the 2000-2001 General Appropriations Act, the General Assembly passed an amendment to the Consumer Protection Code to add Section 37-2-307 which reads as follows:

Every motor vehicle dealer charging closing fees on a motor vehicle sales contract shall pay a one-time registration fee of ten dollars during each state fiscal year to the Department of Consumer Affairs. The closing fee must be included in the advertised price of the motor vehicle, disclosed on the sales contract, and displayed in a conspicuous location in the motor vehicle dealership.

Administrative Interpretation 2.307-0101

The assessment of a "closing" or "documentation" fee (also occasionally denominated as an "administrative," "processing," or "preparation" fee) in a consumer credit sale of a motor vehicle is dependent on four factors:

- 1) The dealer must pay the Department a registration fee each state fiscal year in the amount of ten (\$10.00) dollars prior to the assessment of a closing fee;
- 2) The existence of a closing fee must be disclosed on the sales contract;
- 3) The closing fee must be disclosed in a statement displayed in a conspicuous location in the motor vehicle dealership; and
- 4) If the closing fee is charged, and the vehicle is advertised, the closing fee must be included in the advertised price.

A dealership may use the attached form to make its filing with the Department. A closing fee may only be assessed once these factors are met and the dealership has in its possession a date stamped copy of its disclosure stamped by the Department. The charging of a "closing," "documentation," or similar fees in connection with a consumer credit sale of a motor vehicle in the absence of any of these requirements constitutes the charging of an entire charge for Consumer Protection Code purposes.

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Pursuant to the Freedom of Information Act, your filing will be released only if required by law.

§ 37-2-307. Notice of closing fees on motor vehicle sales contract; registration fees.

Every motor vehicle dealer charging closing fees on a motor vehicle sales contract shall pay a one-time registration fee of ten dollars during each state fiscal year to the Department of Consumer Affairs. The closing fee must be included in the advertised price of the motor vehicle, disclosed on the sales contract, and displayed in a conspicuous location in the motor vehicle dealership.

Costs



Disclosure of Closing Fees Notice

This dealership charges closing fees as a means of reimbursing it for certain overhead costs such as documents retrieval and document preparation. It is a charge that is permitted but not required by law. The full cash price charged at any dealership depends on many factors, including all products and services bought with the vehicle.

“This dealership charges closing fees as a means of reimbursing it for certain overhead costs such as documents retrieval and document preparation.”

Form Prescribed by the S.C. Department of Consumer Affairs (emphasis added)

**Defendants Fall Into One or More of Following
Categories**

- 1. Dealerships that Failed to Register with the Department of Consumer Affairs.**
- 2. Dealerships that Failed to Include Closing Fees in the Advertised Price.**
- 3. Dealerships that Charged Closing Fees For Profit Not to Reimburse for Costs.**

**1. Dealerships that Failed to Register with
the Department of Consumer Affairs.**

Examples of Dealerships that Failed to File Forms

(From FOI Request to Department of Consumer Affairs)

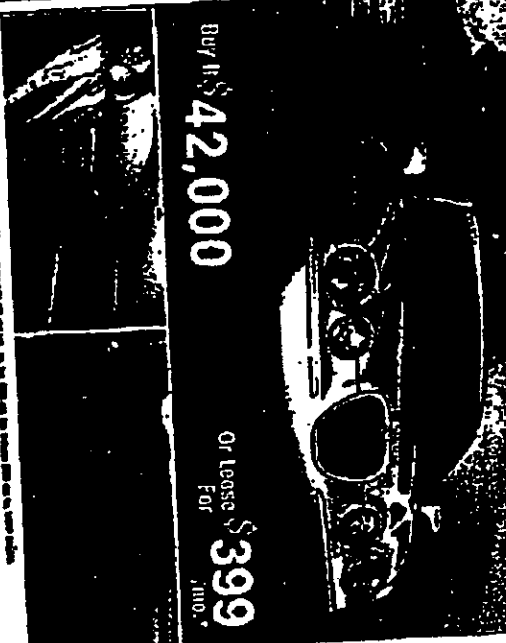
DEALER	2006	2005	2004	2003
Rick Hendrick Chevrolet, LP	No Form	\$398	\$269	\$199
Dick Smith Motors, Inc. (one form multiple dealerships)	\$300	No Form	\$200	\$200
Toyota of Easley, Inc.	No Form	\$300	\$300	\$300
CarMax Auto Superstores, Inc	\$149	\$149	No Form	\$99

2. Dealerships that Failed to Include Closing Fees in the Advertised Price

MSRP \$42,000. MSRP \$399. MSRP \$42,000. MSRP \$399.

A Deal Of A Lifetime
On The Beauty You Deserve.

STYRE



Buy It \$42,000

Or Lease For \$399



JAGUAR
Of Greenville

jaguarofgreenville.com

2668 Laurens Road
 Greenville, SC

288-7575



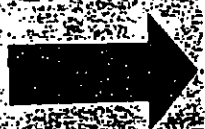
Disclosed in Advertised Price

Jaguar of Greenville

**“Includes
 \$289 Doc.
 fee.”**

10/7/06 Greenville News

All prices plus tax, tag. Includes \$289 Doc. fee.



Don't think it's easy to drive off in a NEW vehicle?
Think again! Call us today 1-866-274-2431.

Over 600 Under \$200 /Month
Vehicles

Power and handling, responsiveness, and more features at a lower affordable price than the competitors are important to you. Now we have a vehicle for you!

Top 10 REASONS

1. Over 510 Horses

2. Quality Dependability

3. Great Performance

4. No Credit Application

5. 3-Day Turnaround

6. No High Pressure

7. FREE GAS

8. FREE 24/7 TOW

9. No Sales Tax

10. No Dealer Fees

11. No Title Fees

12. No License Fees

13. No Insurance Fees

14. No Registration Fees

15. No Sales Tax

16. No Dealer Fees

17. No Title Fees

18. No License Fees

19. No Insurance Fees

20. No Registration Fees

21. No Sales Tax

22. No Dealer Fees

23. No Title Fees

24. No License Fees

SALE 2004 SUZUKI VITARA \$199 PER MO.	SALE 2004 SUZUKI X17 \$249 PER MO.
SALE 2004 SUZUKI VERONA \$229 PER MO.	SALE 2004 SUZUKI RENO \$179 PER MO.
SALE 2004 SUZUKI VYONER \$189 PER MO.	SALE 2004 SUZUKI AERIO SX \$179 PER MO.
SALE 2004 SUZUKI TORRENZA \$169 PER MO.	SALE 2004 SUZUKI AERIO \$169 PER MO.

Not Disclosed in Advertised Price

Johnny's Suzuki
"Tax, Tags & Fees Extra."
9/24/06 Post and Courier



36 Mo. Lease \$1999 Due at Signing. Tax, Tags & Fees Extra.

Johnny's
SALE
2004 SUZUKI VITARA
\$199 PER MO.

FREE
GAS AND
TIRE THIEF!

CALL US
1-866-274-2431

AMERICAS #1 WARRANTY
100,000 MILES / 5 YEARS / NO DEDUCTIBLE

JUST COME IN AND TAKE A TEST DRIVE!

DOWN QUALITY PRE-OWNED SUPER SALE WINNER

Toyota of Greer

**“All prices
plus Tax, Tag
and Fees.”**

9/24/06 Greenville News

DISCLAIMER: ART MAY VARY. ART FOR ILLUSTRATION. NO OFFERS IN CONJUNCTION WITH ANY OTHER OFFERS. \$0 DOWN WITH APPROVED CREDIT. ALL PRICES PLUS TAX, TAG AND FEES. ARRIVE EARLY FOR BEST SELECTION! PAYMENTS BASED ON \$2,000 DOWN CASH OR TRADE-IN. CREDIT. APR 4.99% APR X 72 MO. WITH APPROVED CREDIT.

WORLD OF CRUISE CRUISE WORLD OF CRUISE	WORLD OF CRUISE CRUISE WORLD OF CRUISE	WORLD OF CRUISE CRUISE WORLD OF CRUISE	WORLD OF CRUISE CRUISE WORLD OF CRUISE	WORLD OF CRUISE CRUISE WORLD OF CRUISE
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ALL RIGHTS RESERVED TO

FAIRWAY

ISUZU

Hurry In Today!
Sale Ends Soon!

ISUZU
7 YEAR
WARRANTY
UNLIMITED MILEAGE
ON 2006 ISUZU VEHICLES

Isuzu USA, Inc., America's #1
Selling Importer, Power Windows,
Cruise & Side Air by ISUZU, Inc.
Columbus, OH 43260



2006 Isuzu Ascender
5 Passenger

\$21988

2006 Isuzu
i-280

Using 140 hp Outboard,
Air/Fuel System and Cruise
Control 180007



\$13988

FAIRWAY
ISUZU

2006 Isuzu Ascender, Greenville, SC
(864) 675-1101 or (864) 242-5060
COME SEE OUR NEW LOCATION
AT LAURENS RD. ON THE MOTOR HILL
www.fairwayisuzu.net

ALL PRICES AFTER DEBITS AND INCENTIVES. PLUS TAX, TAG, TITLE & FEES. VAC

Not Disclosed in Advertised Price

Fairway Isuzu

"Plus, tax, Tag,
Title & Fees."

10/7/06 Greenville News

ALL PRICES AFTER DEBITS AND INCENTIVES. PLUS TAX, TAG, TITLE & FEES. VAC



I like it
like that!

Not Disclosed in Advertised Price



0% FOR 72 MONTHS
GM
 FINANCIAL
 SERVICES

SALES HOURS
1500 Savannah Hwy
Mon-Fri, 9AM-6PM
1-866-614-CARS

DIRECTOR OF THE
IN THE

[illegible]

**Rick
Hendrick
Chevy**

**“All prices
plus tax,
tag, title
and fees.”**

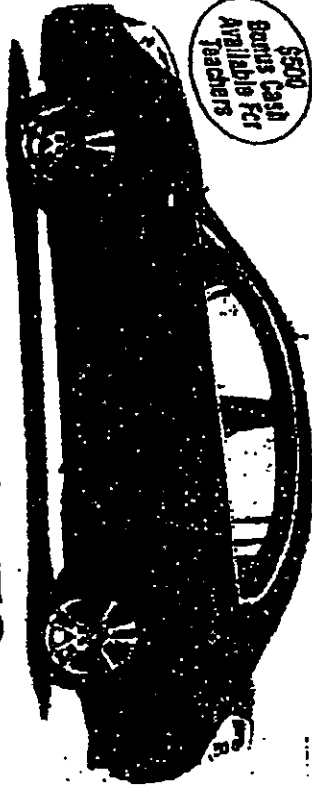
9/24/06 Post and Courier

All prices plus tax, tag, title and fees.

Not Disclosed in Advertised Price

New 2007 Saturn Aura XE

\$500
Bonus Cash
Available For
Teachers



\$20,595 OR **\$279** Mo⁺

Equipment Includes:

OffStar[™] and Automatic, Power Windows, Cruise, Remote Keyless Entry, AM/FM/CD MP3 Plug-in, Power Locks, Floor Mats, ABS Brakes

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Like never before.

Saturn of Charleston
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www.charlestonsaturn.com

20 Miles/State from Everywhere in the Tri-County
Area. Tax, Title & Fees \$1,995 per year. V.A.C. and 1st payment.

Saturn of
Charleston

**“\$1,995
Down +
Tax, Tags,
& Fees.”**

10/1/06 The Post and
Courier

+ \$1,995 Down + Tax, Tags & Fees.



**3. Dealerships that Charge Closing Fees
for Profit Not to Reimburse Costs**

Unreasonable Closing Fee Solely for Profit

Dealer	2003	2004	2005	2006
Pulliam Motor Co.	No Form ?	No Form ?	\$98.50 (1/2 yr) and \$198.50 (1/2 yr)	\$325
Benson Ford Mercury, Inc.	\$189	\$239	\$289	\$369
Bradshaw Automotive Group, Inc.	\$98.50	\$198.50	\$198.50	\$299
Toyota of Greenville, Inc.	\$129	\$189	\$189	\$399
D&D Motors, Inc.	\$179	\$189	\$189	\$289

Three Causes of Action

1. Violation of Title 56 (Motor Vehicle Dealers Act)
2. Declaratory Judgment
3. Civil Conspiracy

Violations of Title 56 (Motor Vehicle Dealers Act)

(1) Defendants Violated 56-15-40(1)

"It shall be deemed a violation of paragraph (a) of § 56-15-30 for any manufacturer, factory branch, factory representative, distributor, or wholesaler, distributor branch, distributor representative or motor vehicle dealer to engage in any action which is arbitrary, in bad faith, or unconscionable and which causes damage to any of the parties or to the public."

Bad faith under the Act means: "[t]he opposite of good faith, generally implying or involving actual or constructive fraud, or a design to deceive or mislead another, or a neglect or refusal to pay fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive." *deBondt v. Carlton Motor Cars, Inc.*, 342 S.C. 254 (Ct.App. 2000)

Violations of Title 56 (Motor Vehicle Dealers Act)

(1) Defendants Violated 56-15-40(1)

“It shall be deemed a violation of paragraph (a) of § 56-15-30 for any manufacturer, factory branch, factory representative, distributor, or wholesaler, distributor branch, distributor representative or motor vehicle dealer to engage in any action which is arbitrary, in bad faith, or unconscionable and which causes damage to any of the parties or to the public.”

“Arbitrary conduct is readily definable and includes acts which are unreasonable, capricious or nonrational; not done according to reason or judgment; depending on will alone.” Taylor v. Nix 307 S.C. 551, *555, 416 S.E.2d 619, 621 (S.C., 1992)

Violations of Title 56 (Motor Vehicle Dealers Act)

(2) Defendants Violated §56-15-40 (4)

“It shall be deemed a violation of paragraph (a) of § 56-15-30 for a motor vehicle dealer: (c) To resort to or use any false or misleading advertisement in connection with his business as such motor vehicle dealer.”

Declaratory Judgment § 15-53-30 to Determine Rights Under:

- 1. S.C. Code Ann. 56-15-40 (Motor Vehicle Dealers Act)**
- 2. S.C. Code Ann. 37-2-307 (Closing Fees Statute)**

Civil Conspiracy

Defendants charging of closing fees in violation of statute pursuant to coordinated common design and is an actionable civil conspiracy.

“[I]n order to establish a conspiracy, evidence, direct or circumstantial, must be produced from which a party may reasonably infer the joint assent of the minds of two or more parties to the prosecution of the unlawful enterprise. Proof showing concert of action in the commission of the unlawful acts, from which the natural or reasonable inferences arise that the acts were in furtherance of the common design of the alleged conspirators, is sufficient; at least to establish a *prima facie* case of conspiracy.” See Island Car Wash, Inc. v. Norris, 292 S.C. 595, 601-602, 358 S.E.2d 150, 153 (S.C.App., 1987)

First Union Nat. Bank of South Carolina v. Soden, 333 S.C. 554, 575, 511 S.E.2d 372, 383 (S.C.App., 1998) (“[C]onspiracy is actionable only if overt acts pursuant to the common design proximately cause damage to the party bringing the action.”).

Numerous and Duplicative Outstanding Motions

Grounds	Number of Motions
Improper Venue	175
Plead Rule 23/ Title 56	170
Conspiracy (misjoinder, etc.)	170
Regulated under Title 37	170
No Standing	183
Discovery (Protective Orders)	183
Complex Case Designation	170

Complex Case Designation

- Learning Curve of Single Judge
- Promotes judicial economy
- Over 260 Defendants
- 170 Defendants Have Joined in Motion to Establish as Complex
- Over 180 pending Motions

Not done

Defendants Refusal to Engage in Discovery

- Motions to Compel
- 184 Motions for Protective Order
- Discovery served in September with no Answer
- Subpoena on South Carolina Automobile Dealers Association (refusal supports conspiracy)

*Not only the best
of the best
all day*

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RICHARDSON PLOWDEN CARPENTER ROBINSON, P.A.
PLOWDEN
ATTORNEYS AT LAW

COLUMBIA P.O. Drawer 7788 - Columbia, SC 29202
1900 Barnwell St., Columbia, SC 29201 P 803.771.4400 F 803.779.0016

MYRTLE BEACH P.O. Box 3646 - Myrtle Beach, SC 29578
2103 Farlow St., Suite 8, Myrtle Beach, SC 29577 P 843.448.1008 F 843.448.1533

www.RichardsonPlowden.com

Reply to: Columbia
jwessingerhill@supercourt.com
Direct: 803-576-3714

April 3, 2007

VIA HAND DELIVERY,
FIRST CLASS MAIL AND
FACSIMILE - (803) 649-6707

The Honorable Doyet A. Early, III
Judge of Second Judicial Circuit
P.O. Box 90
Bamberg, SC 29003

Re: Heather Herron, et al. v. CarMax Auto Superstores, Inc., et al.
Civil Action No.: 2006-CP-02-1230

Dear Judge Early:

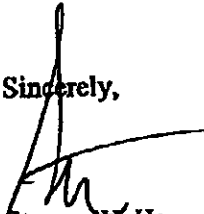
In an effort to assist the Court, I would like to advise you about our proposed time frame for presentations on April 4, 2007. Mindful of your request that defense counsel consolidate their defense presentations as much as reasonably possible, we have concluded that we can make our initial joint presentation on our Motions to Dismiss in approximately one hour. Based on our review of the plaintiffs' memorandums to the Court, we believe that our joint reply would take approximately fifteen to twenty minutes.

As you are aware, there are individual defendants that have filed Motions to Dismiss based on existing arbitration clauses where there is no specific plaintiff alleging wrong-doing against that defendant dealership. In addition there is a Motion to Dismiss where a named plaintiff had a transaction with a defendant dealership and the plaintiff signed an arbitration agreement. We are aware of the correspondence you received from Mr. Lewis regarding the recent arbitration decision from the Supreme Court. The individual defendants are prepared to address these matters on the 4th depending on the Court's willingness to entertain those arguments at this time. You can provide guidance on these issues at the beginning of the hearing tomorrow in Bamberg.

If you should have any questions or concerns, please do not hesitate to contact this office.

With kindest regards, I am

Sincerely,



Steven W. Hamm

SWH/kjt

cc: A. Camden Lewis, Esq., (VIA MAIL AND HAND-DELIVERY)
Brady R. Thomas, Esq.
Lewis & Babcock, L.L.P.
1513 Hampton Street (29201)
PO Box 11208
Columbia, SC 29211

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February 13, 2008

VIA EMAIL @ dearlyj@sccourts.com; dearlylc@sccourts.org
AND VIA FACSIMILE – 803-245-2983

The Honorable Doyet A. Early, III
Judge of Second Judicial Circuit
P.O. Box 90
Bamberg, SC 29003

Re: *Heather Herron, et al, vs. Dick Dyer & Associates, Inc., et al.*
Civil Action No.: 2006-CP-02-1230
Our File: 006665.0001

Dear Judge Early:

We want to advise the Court that three scheduled depositions concerning the Century BMW's Motion to Compel Arbitration were concluded on January 30th. Pursuant to our request for expedited handling, the resulting transcripts were all available on February 1, 2008 from the Court Reporter.

Both sides to this matter would like the opportunity to submit supplemental memoranda on behalf of their respective clients (Defendant Century BMW and Plaintiff Christine Watts). On February 1, 2008, we proposed the following briefing schedule to counsel for the Plaintiffs: (1) both parties submit initial supplemental memoranda no later than February 15th and (2) both parties submit any Reply no later than February 22nd. When following up with Plaintiffs' counsel about the proposed schedule, we were advised that they did not receive our proposal and that they proposed initial supplemental briefs to be filed on March 4, 2008.

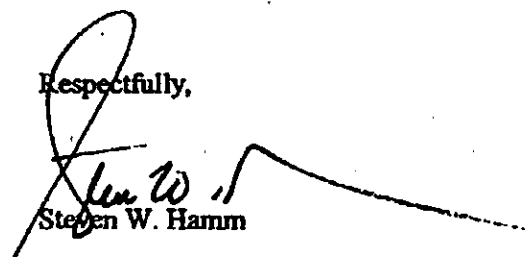
We modified our initial schedule to give the Plaintiffs more time for Initial Supplemental Memoranda by suggesting a date of February 18, 2008; however, this suggestion has been rejected. We understand that Cam Lewis has a prior personal commitment during the last two weeks of February. While we empathize with his desire to personally write Plaintiffs' Initial Supplemental Brief, it should be noted that Plaintiffs' counsel has scheduled Rule 30(b)(6) depositions for other co-defendants in Herron on March 5, 2008. Our client, Century BMW, would have a right to attend unless its motion to compel arbitration is granted. Since the Plaintiffs have also made additional requests for written discovery to be answered in seven (7) days as if there was no arbitration clause or pending motion, Century BMW is faced with the risk that its right to arbitration will be waived or compromised. Also, since the Court has issued its Order Denying Defendants' Motion for Reconsideration on their motions to dismiss, it is even more compelling for the Court to adopt the briefing schedule as proposed herein so that Century BMW can prepare for future appellate filings in

this matter. The briefing schedule that we proposed will enable Century BMW to know how to proceed without being prejudiced.

We respectfully request that the Court establish the briefing schedule as follows: (1) both parties submit Initial Supplemental Memoranda no later than February 18th and (2) both parties submit any Reply no later than February 22nd. Century BMW filed its Motion to Compel on December 29, 2006, the motion was scheduled to be heard on April 4, 2007, and it was ultimately heard on November 30, 2007. We believe that the schedule proposed (2/18 and 2/22) keeps the case moving forward, which has been the Plaintiffs' counsel continuing mantra. We have made very effort to be responsive to the Court in moving the case forward.

We thank you for your attention and assistance. If you should have any questions, please do not hesitate to contact us.

Respectfully,



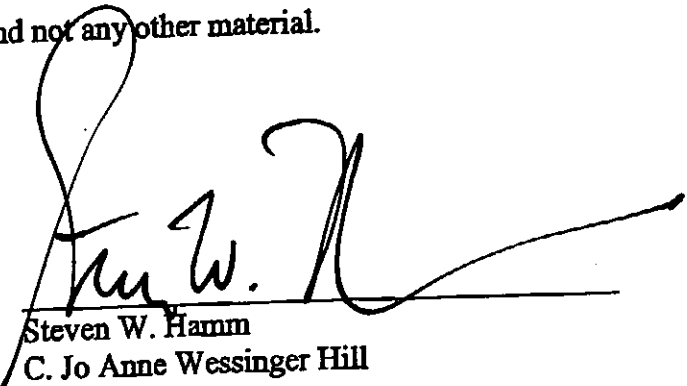
Steven W. Hamm

SWH/JWH:tbj

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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September 15, 2008
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III, Circuit Court Judge

Circuit Court Case No. 2006-CP-02-1230

Heather Herron, Natalie Armstrong, Michael Ritz, Julie Freeman, Christine Watts, Alison Dannert, Michael Blease, Michael Watts, individually and for the benefit of all car buyers who paid "administrative fees" as described below to Defendants, ... **Respondents,**

v.

Century BMW d/b/a Sonic Automotive; Dick Dyer & Associates, Inc.; Galeana Chrysler Plymouth, Inc., a/k/a Galeana Chrysler Jeep, Inc.; J.L.H. Investments LP a/k/a Hendrick Honda; Overland, Inc., d/b/a Land Rover of Columbia; Taylor Toyota a/k/a Taylor Investments, and Toyota of Greenville, Inc., ... **Defendants**

of whom Century BMW d/b/a Sonic Automotive is the **Appellant.**

CERTIFICATE OF SERVICE

The undersigned employee of RICHARDSON PLOWDEN & ROBINSON, P.A., attorneys for Appellant, does hereby certify that service of the foregoing **RECORD ON APPEAL, dated September 15, 2008,** in the above-captioned matter was made upon all counsel of record this 15th day of September 2008, by depositing a copy of same in the U.S. Mail, postage prepaid, addressed as follows:

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Kathy J. Templeton

September 15, 2008
Columbia, South Carolina

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SC Court of Appeals