

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Deziree Ross,

Respondent,

vs.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Appellants.

Appellate Case No. 2016-001120

Appeal from Berkeley County
J.C. Nicholson, Jr., Circuit Court Judge
Civil Action No. 2015-CP-08-2457

RECORD ON APPEAL

RECEIVED
NOV 30 2016
SC Court of Appeals

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Reynolds H. Blankenship, Jr.
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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-08-2457

Deziree Ross

16 APR 28 PM 1:21

Hoover Automotive, LLC, et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

CLERK OF COURT
BERKELEY COUNTY, S.C.

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(h), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court on Defendant's Motion to Dismiss or Stay and Compel Arbitration filed on January 25, 2016 and argued before the Court on April 12, 2016. Defendant's Motion is denied because Plaintiff never signed the subsequent contracts and is not bound by the arbitration clause.

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2117
Judge Code

4/19/16
Date

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deziree Ross

☐ Plaintiff

v.

Hoover Automotive, LLC, et al.

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2015-CP-08-2457

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: William C. Crantford, Esq.
Bar No.: 101706
Address: 136 West Richardson Avenue,
Summerville, SC 29483
phone: 843-376-4030 fax: 843-900-6141
e-mail: wcrantford@crantfordmeehan.com other:

Defendant's Attorney: H. Clay Walker, Jr., Esq.
Bar No. 5779
Address: PO Box 61140, Columbia, SC 29260
phone: 803-454-0955 fax: 803-454-0956
e-mail: cwalker@walkerreibold.net other:

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Joint Notice of Motion and Motion to Dismiss or Stay and Compel Arbitration

Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendants

January 20, 2016
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Collected by:

TSM

Date Filed:

☒ MOTION FEE COLLECTED:

25.00

☐ CONTESTED - AMOUNT DUE:

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deziree Ross,)
Plaintiff,)

C/A No. 2015-CP-08-2457

v.)

**DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION TO DISMISS
OR STAY AND COMPEL ARBITRATION**

Hoover Automotive, LLC d/b/a Hoover)
Chrysler Jeep Dodge Ram Summerville)
and Chrysler Capital, LLC,)
Defendants.)

2016 JAN 25 PM 2:43
CLERK OF COURT
BERKELEY COUNTY, SC

TO: WILLIAM C. CRANTFORD, ATTORNEY FOR PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that on the tenth day after service hereof or as soon thereafter as counsel may be heard, Defendants Hoover Automotive, LLC and Chrysler Capital, LLC will jointly move the Court for an order dismissing this action or, in the alternative, compelling arbitration and staying the action pending completion of arbitration.

As grounds for this Motion, Defendants would show that Plaintiff agreed to arbitrate when she executed the Arbitration Agreement. See Affidavit of Records Custodian of Hoover Automotive, LLC, attached as Exhibit A (verifying the Arbitration Agreement). Pursuant to the Arbitration Agreement, Defendants have elected arbitration in lieu of litigation. See Affidavit Electing Arbitration, attached as Exhibit B.

Since Defendants have elected arbitration, this Court lacks subject matter jurisdiction over this action pursuant to Rule 12(b)(1), SCRCF. Our Supreme Court has stated, "Arbitration is a favored method of settling disputes in South Carolina. Unless a court can say with positive assurance that an arbitration clause is not susceptible to any interpretation that covers the dispute, arbitration should generally be ordered. Gissel v. Hart, 382 S.C. 235, 241, 676 S.E.2d 320, 323

TON

(2009); see also Dean v. Heritage Healthcare of Ridgeway, LLC, 408 S.C. 371, 759 S.E.2d 727 (upholding a similar arbitration agreement upon a Rule 12(b)(1) motion).

Therefore, Defendants respectfully request that the Court enter an order dismissing the action, or in the alternative staying this case until Plaintiff has complied with the agreement to arbitrate.

This motion is based upon the pleadings, affidavits previously filed with the Court, the attached affidavit(s), and applicable law.

Respectfully submitted,



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rblankenship@walkerreibold.net

January 20, 2016

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing document has been served upon all Counsel by mailing a copy properly addressed and with sufficient postage affixed thereto this 20th day of Jan, 2016.

Cassie Chase
Walker & Reibold, Attorneys at Law

2016 JAN 25 PM 2:44
COURT
CLERK
COUNTY, SC

TSN

ED

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deziree Ross,

Plaintiff,

v.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

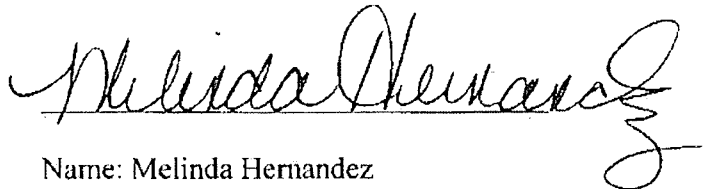
Defendants.

C/A No. 2015-CP-08-2457

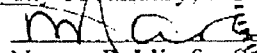
AFFIDAVIT OF RECORDS CUSTODIAN

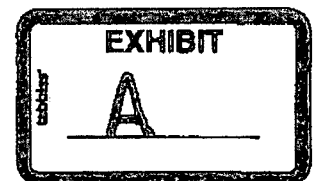
PERSONALLY APPEARED BEFORE ME the undersigned, who being duly sworn,
deposes and says:

1. I am over 18 years of age, am competent to testify, and have personal knowledge of the matters set forth herein.
2. I am the office manager of Hoover Automotive, LLC (Hoover).
3. I am responsible for the maintenance and custody of customer deal files for Hoover, in the ordinary course of business, including arbitration agreements signed by customers.
4. The attached Arbitration Agreement signed by Deziree Ross is a true and accurate document kept in the ordinary course of Hoover's business, and it would have been drafted and signed on or about June 11, 2015 as indicated in the document.


Name: Melinda Hernandez

SWORN TO before me this 16th
day of January, 2016


Notary Public for South Carolina
My Commission Expires 9/11/2017





- CHARLESTON Mitsubishi
- SUMMERVILLE Dodge Chrysler Jeep Ram
- MONCKS CORNER Chrysler Jeep Dodge Ram
- SUMMERVILLE Car and Truck Center

ARBITRATION AGREEMENT

Buyer/lessee acknowledges and agrees that the vehicle purchased or leased herein has traveled in interstate commerce. Buyer/lessee thus acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are involved in, affect, or have a direct impact upon interstate commerce.

Buyer/lessee and dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between them concerning any of the negotiations leading to the sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing, purchase of insurance, purchase of extend warranties or service contracts, the performance or condition of the vehicle, or any other aspect of the vehicle and its sale, lease or financing shall be settled by binding arbitration conducted pursuant to the provisions of 9 U.S.C. Section 1 et. seq. And according to the Commercial Rules of the American Arbitration Association. Without limiting the generality of the foregoing, it is the intention of the buyer/lessee and the dealer to resolve by binding arbitration all disputes between them concerning the vehicle, its sale, lease or financing, and its condition, including disputes concerning the terms and conditions of the sale, lease or financing, the condition of the vehicle, any damage to the vehicle, the terms and meaning of any of the documents signed or given in connection with the sale, lease or financing, any representations, promises or omissions made in connection with the negotiations for the sale, lease, or financing of the vehicle, or any terms, conditions, or representations made in connection with the financing, credit life insurance, disability insurance, and extended warranty or service contract purchased or obtained in connection with the vehicle.

Either party may demand arbitration by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter in controversy. A copy of the demand for arbitration shall simultaneously be served upon the other party. The buyer/lessee and the dealer agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where the dealer's facility is located.

Vehicle Description 2013 JEEP PATRIOT SPORT 4WD

Vehicle Identification Number 1C4NCPBB0FD314341

Seller/Lessor HOOVER AUTOMOTIVE LLC

Authorized Signature 

Buyer(s)/Lessee(s) OLIVER TYNES 1988

Buyer(s)/Lessee(s) Address 340 HOLIDAY DR #425
SUMMERVILLE SC 29483

Buyer(s)/Lessee(s) Signature(s) Deznee' Rona

Date: 06/11/2015

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deziree Ross,

Plaintiff,

v.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Defendants.

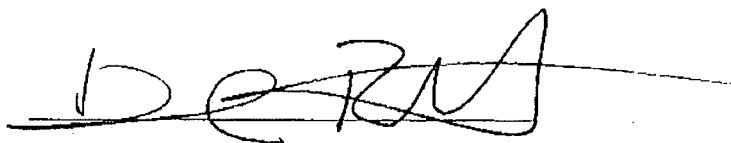
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A No. 2015-CP-08-2457

**AFFIDAVIT TO ELECTION
OF ARBITRATION**

PERSONALLY APPEARED BEFORE ME the undersigned, who being duly sworn,
deposes and says:

1. I am over 18 years of age, am competent to testify, and have personal knowledge of the matters set forth herein.
2. I am the General Manager of Hoover Automotive, LLC (Hoover).
3. As a representative Hoover, I state that we have never waived the right to arbitrate the above-entitled action and specifically elect arbitration.
4. As a representative Hoover, I state that this transaction involves a vehicle that was manufactured in a state other than South Carolina.



Name: Keith Roberts

SWORN TO before me this 18th
day of January, 2016

Notary Public for South Carolina
My Commission Expires:



STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deziree Ross,

Plaintiff,

v.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Defendants.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
)

) C/A No. 2015-CP-08-2457
)

) **DEFENDANTS' MEMORANDUM IN**
) **SUPPORT OF MOTION TO DISMISS**
) **OR STAY AND COMPEL**
) **ARBITRATION**

Defendants Hoover Automotive, LLC (Hoover) and Chrysler Capital, LLC (Chrysler Capital) respectfully submit this memorandum in support of their Joint Motion to Dismiss or Stay and Compel Arbitration.

FACTUAL BACKGROUND

On June 11, 2015, Plaintiff Deziree Ross entered into a contract with Hoover for the purchase of a new 2015 Jeep Patriot and the trade-in of her prior vehicle. Complaint at ¶ 11. As part of the contract, Plaintiff executed an Arbitration Agreement requiring arbitration of:

all claims, demands, disputes, or controversies of every kind or nature that may arise between [Plaintiff and Hoover] concerning any of the negotiations leading to the sale, lease or **financing** of the vehicle, terms and provisions of the sale, lease or **financing agreement, arrangements for financing**, purchase of insurance, purchase of extended warranties or service contracts, the performance or condition of the vehicle, or any other aspect of the vehicle and its sale, lease or **financing**...pursuant to 9 U.S.C. Section 1 et seq. [the Federal Arbitration Act or FAA]....

See Exhibit A [Arbitration Agreement] (emphasis added).

Also as part of the deal, Plaintiff applied for financing, as evidenced in the original Retail Installment Sale Contract. Exhibit B [Contract 1, dated June 11, 2015]. The terms of the financing

were that Plaintiff would receive \$19,500 for her trade-in, and pay \$644.46 per month for seventy-five months for the new Jeep. The lender was Defendant Chrysler Capital.

At some point, the Hoover salesman learned that Chrysler Capital was denying the loan. The salesman drafted a new contract with more favorable terms for Plaintiff. Exhibit C [Contract 2, dated June 30, 2015]. The new terms were that Plaintiff would receive \$21,188.07 for her trade-in, and pay \$598.57 per month for seventy-five months for the new Jeep. Plaintiff alleges that she did not authorize anyone to execute Contract 2 on her behalf, and was unaware that it was even being prepared.

After learning that Contract 2 was also denied by the lender, the Hoover salesman drafted another contract, with even more favorable terms for Plaintiff. Exhibit D [Contract 3, dated June 30, 2015]. These new terms were that Plaintiff would receive \$21,188.07 for her trade-in, and pay \$532.74 per month for seventy-five months for the new Jeep. The reason for the substantially lowered payment was that the interest rate was lowered by approximately five points. This loan was approved by Chrysler Capital. Plaintiff alleges that like Contract 2, she did not authorize anyone to execute Contract 3 on her behalf, and was unaware that it was being prepared.

Plaintiff still has the new Jeep and has been making her payments. Chrysler Capital continues to honor the deal and the loan.

THE LAWSUIT

Plaintiff alleges that she did not sign Contract 2 or Contract 3, and that she did not authorize the Hoover salesman to execute those documents on her behalf. Hoover acknowledges that Plaintiff's signatures on Contracts 2 and 3, both dated June 30, 2015, appear different from Plaintiff's signature on the original Contract 1, the Buyer's Order, and the Arbitration Agreement, all dated June 11, 2015.

Plaintiff has brought this lawsuit pleading various causes of action, including tort claims and statutory claims: (1) violation of the Dealer's Act; (2) violation of the UTPA; (3) Fraud; (4) Constructive Fraud; (5) Negligence; (6) Negligent Misrepresentation; (7) Negligent Supervision; and (8) Unjust Enrichment. The general basis for all of the causes of action is that Plaintiff allegedly did not authorize the Hoover salesman to sign her signature for her on Contract 2 or Contract 3. Despite the fact that the terms of her deal were substantially improved over the terms in Contract 1, to which she admits she agreed, Plaintiff alleges that she has been damaged.

Hoover and Chrysler deny that they were aware of any fraud committed against Plaintiff by the salesman when Contracts 2 and 3 were executed and submitted as part of the amended financing application.

Hoover and Chrysler Capital have included the Arbitration Agreement and enforcement thereof, as well as lack of jurisdiction, as affirmative defenses in their respective Answers to Plaintiff's Complaint. Hoover and Chrysler have also filed this Motion to Compel Arbitration pursuant to the Arbitration Agreement. An election of arbitration is made by Hoover in the affidavit of general manager Keith Roberts attached as Exhibit B to the Motion.

LAW AND ARGUMENT

The Arbitration Agreement should be enforced pursuant to the Federal Arbitration Act (FAA), which controls here. The dispute before the Court falls directly within the scope of the parties' Arbitration Agreement, and Plaintiff's claims bear a significant relationship to the arbitration agreement. While Plaintiff has alleged fraud and similar causes of action, the conduct complained of does not constitute "illegal and outrageous acts" unforeseeable to a reasonable consumer in the context of normal business dealings, which would allow Plaintiff to escape the

Arbitration Agreement pursuant to Aiken v. World Fin. Corp. of S.C., 373 S.C. 144, 644 S.E.2d 705, 709 (2007).

I. The FAA Controls.

The FAA provides that a written provision in a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction shall be “valid, irrevocable, and enforceable.” 9 U.S.C. § 2 (1988). The United States Supreme Court has interpreted the words “involving commerce” broadly. The words “involving commerce” are the functional equivalent of “affecting commerce,” which typically indicates Congress’s intent to exercise its commerce power in full. Allied-Bruce Terminix Co. v. Dobson, 513 U.S. 265, 274 (1995).

Here, the contract involves interstate commerce. Contracts to purchase or finance vehicle generally involve interstate commerce. See York v. Dodgeland of Columbia, Inc., 406 S.C. 67, 79, 749 S.E.2d 139, 145 (Ct. App. 2013) (citing Stout v. J.D. Byrider, 228 F.3d 709, 715 (6th Cir. 2000) for the proposition that contracts for the purchase and financing of a vehicle involve interstate commerce).

In addition, the Arbitration Agreement here specifically provides that Plaintiff “acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are involved in, affect, or have a direct impact upon interstate commerce.”

Accordingly, the FAA controls.¹

¹ Because the FAA applies, the retail buyers order here is not required to comply with the requirements of S.C. Code Ann. §15-48-10(a). Soil Remediation Co. v. Nu-Way Envtl., Inc., 323 S.C. 454, 476 S.E.2d 149 (1996) (where the FAA applies, it preempts the notice provisions of the South Carolina Uniform Arbitration Act). Nevertheless, the contract did comply with the South Carolina Arbitration Act, as the Buyer’s Order prominently displayed a notice that arbitration pursuant to the state statute would be required. See Exhibit E [Buyer’s Order].

II. The FAA Requires Arbitration of this Dispute.

The FAA provides that arbitration agreements are valid save upon “such grounds as exist at law or in equity for the revocation of any contract.” 9. U.S.C. § 2. One such ground is unconscionability. Here, the Arbitration Agreement is not unconscionable, even if deemed a contract of adhesion. See York v. Dodgeland of Columbia, Inc., 406 S.C. 67, 86, 749 S.E.2d 139, 149 (Ct. App. 2013) (providing that adhesion contracts are not *per se* unconscionable).

The Arbitration Agreement does not contain oppressive or one-sided terms. It does not prevent the arbitrator from awarding legally recoverable damages to either party. Both parties have mutuality of remedy.

Further, the claims asserted by Plaintiff fall squarely within the scope of the Arbitration Agreement. The Agreement is broad, and requires arbitration of “all claims, demands, disputes, or controversies of every kind or nature,” without limitation to contract claims as opposed to tort or statutory claims. Arbitration Agreement. The Agreement specifically includes claims related to the “sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing...or any other aspect of the vehicle and its sale, lease or financing.” Id. All of Plaintiff’s claims relate directly to the financing of the vehicle.

In a case involving an almost identical arbitration provision, the Supreme Court found that a claim of bait-and-switch by a dealer fell directly within the terms of the arbitration agreement. Partain v. Upstate Auto. Group, 386 S.C. 488, 689 S.E.2d 602, 604 (2010). Since the plaintiff’s claim was “encompassed by the terms of the arbitration clause,” the Court did not need to even reach the question whether the claim bore a “significant relationship” to the arbitration clause. Id.

All of Plaintiff’s claims fall within the plain terms of the Arbitration Agreement in this case. The real question for the Court is whether the allegations here give rise to the exception to

arbitration enforcement found in Aiken v. World Fin. Corp. of S.C., 373 S.C. 144, 644 S.E.2d 705, 709 (2007), in which the Court held that it would “refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings.”

III. The Aiken v. World Finance Exception Does Not Apply.

In refusing to enforce arbitration agreements in the context of “illegal and outrageous acts” unforeseeable to a reasonable consumer in the context of normal business dealings, our Supreme Court has not intended “to exclude all intentional torts from the scope of arbitration, but only those outrageous torts, which although factually related to the performance of the contract, are legally distinct from the contractual relationship of the parties.” Partain, 689 S.E.2d at 605 (quotation omitted).

Here, the wrongful conduct alleged by Plaintiff is that a salesman amended the contract without her authorization in order to help her obtain the loan that she had wanted, and under better terms than those to which she admittedly agreed. Even if the allegations are true, and the salesman’s conduct is not to be condoned, the conduct does not give rise to the “illegal and outrageous” conduct necessary to implicate the Aiken v. World Finance exception to arbitration enforcement.

As noted above, Partain involved a claim that a dealership committed a bait-and-switch against the plaintiff, delivering to him a different truck from the one he agreed to buy. 689 S.E.2d at 603. Aiken involved allegations that employees of the lender stole the plaintiff’s personal information two years after the transaction and used it for personal gain; that is, they committed identity theft. 644 S.E.2d at 707.

Unlike the claims in Partain and Aiken, both of which involved claims of fraud against the consumer plaintiff, the case here involves a claim that a salesman allegedly overstepped in trying to help the consumer, Plaintiff Ross. The Court should look beyond the mere label of “fraud” and other causes of action pleaded by Plaintiff, and look closely at the substance of the factual allegations when determining whether the “illegal and outrageous acts” exception applies. Under these facts, the exception should not apply.

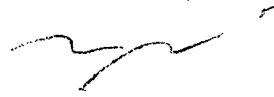
CONCLUSION

Defendants Hoover and Chrysler Capital respectfully request that the Court enter an order dismissing the action and compelling arbitration, or in the alternative staying this case until Plaintiff has complied with the agreement to arbitrate. The Federal Arbitration Act controls, and it requires that the Arbitration Agreement between the parties be enforced. The terms of the Arbitration Agreement here encompass all of Plaintiff’s claims.

While Plaintiff has pleaded fraud and other various causes of action beyond mere breach of contract, the factual allegations in support of the claims do not implicate the “illegal and outrageous acts” exception to arbitration enforcement found in Aiken v. World Finance.

SIGNATURE OF COUNSEL FOLLOWS ON PAGE 8

Respectfully submitted,



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Reynolds H. Blankenship, Jr.
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rblankenship@walkerreibold.net

April 11, 2016

ATTORNEYS FOR DEFENDANTS



- CHARLESTON Mitsubishi
- SUMMERVILLE Dodge Chrysler Jeep Ram
- MONCK'S CORNER Chrysler Jeep Dodge Ram
- SUMMERVILLE Car and Truck Center

ARBITRATION AGREEMENT

Buyer/lessee acknowledges and agrees that the vehicle purchased or leased herein has traveled in interstate commerce. Buyer/lessee thus acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are involved in, affect, or have a direct impact upon interstate commerce.

Buyer/lessee and dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between them concerning any of the negotiations leading to the sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing, purchase of insurance, purchase of extended warranties or service contracts, the performance or condition of the vehicle, or any other aspect of the vehicle and its sale, lease or financing shall be settled by binding arbitration conducted pursuant to the provisions of 9 U.S.C. Section 1 et. seq. And according to the Commercial Rules of the American Arbitration Association. Without limiting the generality of the foregoing, it is the intention of the buyer/lessee and the dealer to resolve by binding arbitration all disputes between them concerning the vehicle, its sale, lease or financing, and its condition, including disputes concerning the terms and conditions of the sale, lease or financing, the condition of the vehicle, any damage to the vehicle, the terms and meaning of any of the documents signed or given in connection with the sale, lease or financing, any representations, promises or omissions made in connection with the negotiations for the sale, lease, or financing of the vehicle, or any terms, conditions, or representations made in connection with the financing, credit life insurance, disability insurance, and extended warranty or service contract purchased or obtained in connection with the vehicle.

Either party may demand arbitration by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter in controversy. A copy of the demand for arbitration shall simultaneously be served upon the other party. The buyer/lessee and the dealer agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where the dealer's facility is located.

Vehicle Description _____

Vehicle Identification Number 1C4NJFBB8FD314341

Seller/Lessor HOOPER A. ROBERTSON LLC

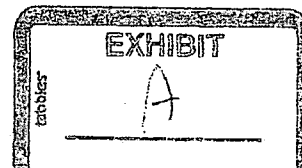
Authorized Signature [Signature]

Buyer(s)/Lessee(s) [Signature]

Buyer(s)/Lessee(s) Address 1406 HOLIDAY DR #101
SUMMERVILLE SC 29585

Buyer(s)/Lessee(s) Signature(s) Deznee ROME

Date: 05/11/2011



Cost Number	Cost	Control Number
100	100	100
101	101	101
102	102	102
103	103	103
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EXHIBIT
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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller late payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- You may refinance a balloon payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to operate the vehicle to mislead, swindle, defraud, or involuntarily transfer. If we pay any repair bills, storage fees, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or payments or charges from it.
 This security interest of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may submit the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once.** If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or satisfaction of the contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 10% of the amount you owe. You will also pay the reasonable expenses we incur in realizing on our security interest as the law allows.
- We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without needing to use a driving force as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at our expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back.** If we take it, if we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. USED CAR BUYERS GUIDE. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla para este vehículo afecta la disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact remains in a change to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment included under this contract.

Form No. 100-101-101

NAME: _____ GRADE: _____

Now, the Buyer (not Co-Buyer, if any), may pay the vehicle down for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller a Greater sum—either "ac" or "bc" in this contract the Assigned Payment and Finance Charge in U.S. funds according to the payment schedule below. We will give you finance charge on a daily basis. The truth in Lending Disclosures below are part of this contract.

FEDERAL TRUTH-IN-LOAN DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
Annual rate as you see it as a really low	The finance charge you pay on your loan	The amount of money you borrow on your loan	The amount you will have to pay back and the number of payments as set forth	The total amount you will pay for your vehicle
24.22	\$22,692.15	\$22,620.50	\$4,682.75	\$17,937.75

[illegible][illegible]

1. DATE 15 JAN 1964 TIME 0800 LOCATION ZURICH

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

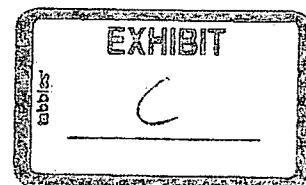
HOW THIS CONTRACT CAN BE CHANGED. This contract can be changed by agreement in writing between the parties. Any change must be in writing and signed by both parties. If the parties agree to change the contract, they must sign a written agreement to the change. If the parties agree to change the contract, they must sign a written agreement to the change. If the parties agree to change the contract, they must sign a written agreement to the change.

Buyer Signs X Devin H. Lee Date 06/20/15 (or Buyer Signs N/A) _____ Sold N/A
Co-Signer and Office (Optional) _____
OPTIONAL: I hereby certify that the above information is true and correct to the best of my knowledge and belief. I am not a party to this transaction.

DATE CASE FILED IN XH/A
HOWLER AUTOMOTIVE LLC
FILE NO. 06/30/13
APPROXIMATELY H/A
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ORIGINAL LIEBOWITZ CEE



1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the current and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- How late payments or early payments change what you must pay. We base the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the first scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the interest and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, abuse, modification, or involuntary transfer. If we say any repairs, tolls, storage fees, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (including) for the vehicle;
 - All insurance, maintenance, service, or other charges we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest first in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover the vehicle in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - We start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreement in this contract except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay the reasonable expenses we incur in reaching our security interest as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may not take the vehicle if we do so peacefully without entering into a court proceeding as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any replacement parts are in the vehicle, we may store them for you at your expense. If you do not wish for them to be stored, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get a back (redemption). We will tell you how much to pay to redeem. You may have to redeem again when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem or satisfy the vehicle, we will sell you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay the amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Transliteration: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/recorded voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 123-50 7-14

Donor Number _____ to recipient _____ Recipient Number _____

EXHIBIT

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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Now Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The rate of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bill, storage bill, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refund of premiums or charges from the contracts.

This security interest of all you owe on this contract. It also secures your other obligations in this contract. You will make sure the lien shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the vehicle without our written permission.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repay the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property, you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 330-SC 7.15

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs in the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay the reasonable expenses we incur in seeking on our security interest as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right in redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repay the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para Compradores de Vehículos Usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

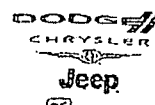
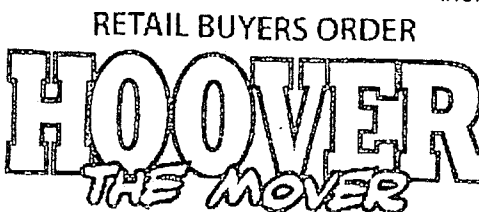
NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION OF SOUTH CAROLINA (SC CODE 15-48-10)



CHARLESTON
763-0040



SUMMERVILLE
Chrysler - Dodge
Jeep - Ram Trucks
873-1114



MONCK'S CORNER
Chrysler - Dodge
Jeep - Ram Trucks
761-8053 - 577-0321

HOOVER
THE MOVER

Car and Truck
Center

SUMMERVILLE
871-8791

BUYER'S NAME DEZREE TYNN ROSS DATE JUNE 11 2015
STREET ADDRESS 340 HOLIDAY DR #425 E-MAIL _____ CELL PHONE _____
CITY, COUNTY, STATE, ZIP SUMMERVILLE SC 29483 R. PHONE (254) 813-7873 B. PHONE _____

YEAR <u>2015</u>	MAKE <u>JEEP</u>	MODEL <u>PATRIOT</u>	TYPE <u>SPORT FWD</u>	COLOR <u>PERPET SILVER</u>	TRA
MAJOR SERIAL NO. <u>1C4NJPB80FD314341</u>			STOCK NO. <u>5P839</u>		MILEAGE <u>15</u>
NOTE: WORK IS DONE BY APPOINTMENT ONLY				RETAIL PRICE	<u>25800.00</u>
DUE BILL				ADDED DEALER INSTALLED ITEMS	<u>N/A</u>
WORK PROMISED TO BE PERFORMED AT TIME OF SALE					
NONE //////////////////////////////////////					
////////////////////////////////////					
////////////////////////////////////				The service contract and/or accessory that you've purchased is not of Chrysler Corp. and or Mitsubishi Motors and is not warranted or backed by Chrysler Corp. and of Mitsubishi Motors.	
Signature _____					
CRA Dealer Services include Discount coupons and services valued at over \$600, preferred customer card, accident report forms, credit card care program, trip planning service, 25 point safety inspection, and notary service. CRA Dealer Services is offered to our customers as an added value and may be purchased at the customers discretion.					<u>N/A</u>
Closing Fee includes: Notary, Postage and Mailing where applicable, Tracing, Phone Calls, Contract Preparation, Handling of Title Papers, Runner Service, etc.				CLOSING FEE	<u>\$189.50</u>
NOTE: ABOVE WORK TO BE PERFORMED FREE OF CHARGE, ANY ADDITIONAL WORK WILL BE AN EXTRA CHARGE				TOTAL	<u>25989.50</u>
DUE TO INSURANCE REGULATIONS - NO LOANER CARS AVAILABLE				LESS TRADE	<u>19500.00</u>
SIGNED: SALESMAN _____				TOTAL TAXABLE PRICE	<u>6489.50</u>
SIGNED: CUSTOMER X <u>Deznee Ross</u>				SC SALES TAX	<u>300.00</u>
DESCRIPTION OF TRADE IN				LIC. TRANSFER - NEW	<u>59.00</u>
YEAR <u>2014</u>	MAKE <u>FORD</u>	MODEL <u>FOCUS</u>	TYPE <u>4DR SDN SE</u>	COLOR _____	PAY OFF AMOUNT DUE ON TRADE IN
MAJOR SERIAL NO. <u>25EL386983</u>			STOCK NO. <u>39A</u>		TOTAL CASH PRICE
MILEAGE <u>20737</u>			ACCOUNT # _____		LESS CASH ON DEPOSIT
LIENHOLDER <u>FORD CREDIT</u>					LESS CASH DUE ON DELIVERY
ADDRESS <u>PO BOX 790119</u>					UNPAID BALANCE
QUOTED BY _____			GOOD UNTIL _____		WARRANTY
NOTICE: PAYOFF SUBJECT TO FINAL VERIFICATION, ANY OVERAGE WILL BE REFUNDED TO CUSTOMER, ANY SHORTAGE WILL BE PAID BY CUSTOMER				AMOUNT FINANCED	
X <u>Deznee Ross</u>				SALESMAN <u>MARCUS JOHNSON</u>	
INSURANCE RECORD				MANAGEMENT'S APPROVAL <u>D E</u>	
Company <u>USAA</u>				This order is not valid unless signed and accepted by the management.	
Pol. No. <u>022190436071050</u>				DISCLAIMER: With respect to the vehicle which is the subject of this agreement, Dealer expressly disclaims all implied warranties, to include the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Dealer makes no express warranty except as otherwise stated herein.	
Effective Dates <u>02/25/15 02/25/16</u>				CONTRACTUAL DISCLOSURE STATEMENT	
Agency / Agent <u>USAA</u>				The information you see on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provision on the contract of sale.	
Agency Address <u>9800 FREDERICKSPARK RD (800) 531-8722</u>				NOTICE	
Agency Address <u>SAN ANTONIO TX 78208</u>				Under 36-18-40 SC Code the Purchaser is not required to purchase special features, appliances, equipment parts or accessories not desired or requested by purchaser.	
BUYER SIGNS X <u>Deznee Ross</u>				CONTRACT SUBJECT TO CREDIT APPROVAL	

NOTICE TO THE BUYER: Do not sign this order before you read it or if it contains any blank space. You are entitled to an exact copy of the order before you sign. BUYER ACKNOWLEDGES he has read and received a completed copy of this order compromising the entire agreement affecting this purchase, and that this order is subject to Buyers satisfactory credit rating. BUYER CERTIFIES he/she is of legal age to execute binding contracts of this State, and no credit has been extended except as it appears above.

SELLER

ROA 23

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

DEZIREE ROSS,

Plaintiff,

vs.

HOOVER AUTOMOTIVE, LLC d/b/a
HOOVER CHRYSLER JEEP DODGE
RAM SUMMERVILLE and
CHRYSLER CAPITAL, LLC,

Defendant(s).

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2015-CP-08-2457

Memorandum in Opposition to
Defendant's Motion to Compel
Arbitration

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2016 APR 12 AM 9:51

FILED

Plaintiff respectfully submits this memorandum in opposition of Defendants' Motion to Dismiss or Stay and Compel Arbitration.

Arbitration is a matter of contract, and a party cannot be required to arbitrate any dispute which he has not agreed to arbitrate. Zabinski v. Bright Acres Assocs., 346 S.C. 580, 596 (2001). Generally, Courts hold that broadly-worded arbitration agreements apply to disputes in which a "significant relationship" exists between the asserted claims and the contract in which the arbitration clause is contained. *Id.* at 598 (quoting *Long v. Silver*, 248 F.3d 309 (4th Cir. 2001)). However, "even the most broadly-worded arbitration agreements still have limits in general contract law, this Court will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable: to a reasonable consumer in the context of normal business dealing." Aiken v. World Finance Corporation of South Carolina, 373 S.C. 144, 151 (2007).

In Aiken v. World Finance Corp. of South Carolina, the plaintiff brought suit against a consumer lender after employees of the lender used the plaintiff's personal financial information, such as his name, date of birth, and social security number, to obtain sham loans in the plaintiff's

name and to embezzle the proceeds of those loans. The employees accessed this personal information from a loan application the plaintiff submitted to the lender. At the time he accepted the loan, the plaintiff agreed to arbitrate “all disputes, controversies or claims of any kind and nature between lender and borrower arising out of or in connection with the loan agreement... in accordance with United States Arbitration Act” Id. at 147.

Despite the broadly-worded arbitration clause and its reference to the United States Arbitration Act, the Court held the arbitration agreement was unenforceable. “The theft of personal information was outrageous conduct that plaintiff could not possibly have foreseen when he agreed to do business with [finance company]. Consequently, the plaintiff could not have intended to submit the dispute to arbitration.” Partain v. Upstate Automotive Group, 386 S.C. 488, 494 (quoting Aiken, at 151.) Relying on “general principals of contract law,” the Court stated it would “refuse to interpret any arbitration agreement as applying to outrageous tort that are unforeseeable to a reasonable consumer in the context of normal business dealings.” Id. at 151. The Court explained that its decision did not exclude all intentional torts from the scope of arbitration nor did it ignore policies favoring arbitration. It sought only, “as a matter public policy, to promote the procurement of arbitration in a commercially reasonable manner. To interpret an arbitration agreement to apply to actions completely outside the expectations of the parties would be inconsistent with this goal.” Id. at 152.

On the same day it issued Aiken, the Court applied the rule in Chassereau v. Global-Sun Pools Inc., 373 S.C. 168 (2007). Chassereau sued an above-ground pool manufacturer and one of its employees after she received threatening phone calls from the employee who was attempting to collect money due on the pool. Chassereau alleged the employee repeatedly called her at her work, disclosed private information to her friends, relatives and co-workers, and made defamatory

statements about her. The Supreme Court affirmed the trial court's refusal to compel arbitration.

The Court stated,

From the beginning of her relationship with Global-Sun, Chassereau certainly knew that she would be required to make payments on the pool she purchased. Furthermore, Chassereau must have expected that Global-Sun employees would contact her and request that she make payments on the pool if she ceased doing so. However, we believe a reasonable person would not have foreseen and would not have expected (and ought not to expect) Global-Sun employees to commit acts historically associated with the common law tort of outrage in seeking to collect an overdue debt. Our opinion in *Aiken* unequivocally provides that although these types of uncivilized acts often arise in the course of performance of contracts containing arbitration clauses, South Carolina courts will not interpret arbitration clauses to apply to such acts which are outrageous and unforeseen.

Although we are constrained to resolve all doubts in favor of arbitration, this is not an absolute truism intended to replace careful judicial analysis. While actions taken in an arrangement such as the one entered into by these parties might have the potential to generate several legal claims and causes of action, we have no doubt that Chassereau did not intend to agree to arbitrate the claims she asserts in the instant case. 173 Accordingly, we hold that these claims are not covered by 721 the arbitration agreement at issue in the instant case.

Id., 172 through 173.

In a more recent case, Partain v. Upstate Automotive Group, the court addressed the enforceability of an arbitration clause in the context of purchasing a vehicle from a dealership. In Partain, the Plaintiff was the victim of a bait-and-switch scheme where he was sold a different truck than the one he contracted to purchase. Id. The plaintiff sued the dealership for fraud and the defendant moved to compel arbitration under an almost identical arbitration agreement in the instant case. As in this case, the arbitration agreement in Partain provided that arbitration was to be conducted pursuant to the provisions of 9 U.S.C. Section 1 et. seq. Relying in part on Aiken, the South Carolina Supreme Court held that the arbitration clause did not apply because the alleged wrongful actions constituted “‘illegal and outrageous acts’ unforeseeable to a reasonable consumer in the context of normal business dealings.” Id. The Court reasoned that the plaintiff could not

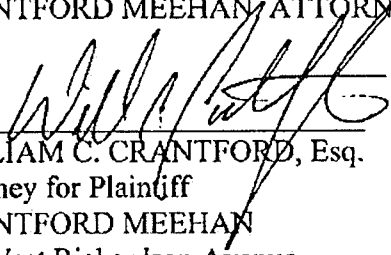
have contemplated that he was agreeing to arbitrate claims arising from allegedly fraudulent conduct. Id.

As in Aiken, Purtain, and Chassereau, this case involves conduct that is outrageous and outside the foreseeability of a reasonable consumer, thereby negating the arbitration clause. Plaintiff's complaint alleges causes of action of: Violation of the Dealer's Act; Violation the UTPA, Fraud, Constructive Fraud, Negligence, Negligent Misrepresentation, Negligent Supervision, and Unjust Enrichment by the Defendant's employees based upon fraudulent and deceptive acts of forging customer's names and manipulating sales figures. The allegations here are that Defendant's employees, forged financial documents, unlawfully used Plaintiff's personal financial information, fraudulently inflated Plaintiff's income, and inflated values of vehicles on multiple alleged contracts. After Plaintiff discovered the fraudulent conduct by the Defendant and contacted Chrysler Capital, Defendant's employee, contacted Chrysler Capital and intentionally tried to cover up the forgeries by telling them Plaintiff had come back to the dealership and signed the forged documents. The result this intentional conduct by Defendant Hoover resulted in a criminal investigation and subsequent termination of its employee. No reasonable consumer would reasonably foresee that a generic arbitration agreement would encompass conduct that includes taking advantage of a pregnant single vulnerable mother by forging her name to multiple retail installment contracts, fraudulently manipulating contract figures, and committing what essentially amounts to wire fraud. It would be difficult to see how Defendant's conduct is not the type of outrageous and unforeseen our Courts have outlined in the above decisions. Therefore, pursuant to controlling South Carolina authority, the claims set forth in Plaintiff's complaint are not covered by the arbitration clause.

[Signature Page Follows on Page 5]

Respectfully submitted,

CRANTFORD MEEHAN ATTORNEYS AT LAW, LLC

BY: 

WILLIAM C. CRANTFORD, Esq.

Attorney for Plaintiff

CRANTFORD MEEHAN

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Summerville, South Carolina 29483

(843) 376-4030

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April 12, 2016

Summerville, South Carolina

State of South Carolina) In Common Pleas Court
County of Berkeley) Ninth Judicial Circuit

Deziree Ross,) Transcript of Record
Plaintiff,) 2015-CP-08-02457

Vs.)

Hoover Automotive LLC,)

et al.,)

Defendant.)

April 12, 2016

Moncks Corner, South Carolina

B E F O R E:

The Honorable J. C. Nicholson, Presiding Judge

A P P E A R A N C E S:

William Carey Cranford, Esquire

Attorney for the Plaintiff

Reynolds H. Blankenship, Jr., Esquire

Attorney for the Defendant

SHARON L. VIZER

CIRCUIT COURT REPORTER

I N D E X

Motion to Dismiss or Stay and Compel Arbitration.....	3
Certificate of Reporter.....	15

****NO EXHIBITS WERE INTRODUCED****

1 Tuesday, April 12, 2016

2 THE COURT: Ross vs. Hoover Automobile LLC.

3 Anybody here on that?

4 MR. BLANKENSHIP: Morning, Your Honor. Reynolds
5 Blankenship for Defendants Hoover Automotive and Chrysler
6 Capital.

7 THE COURT: I'm sorry, who is here?

8 Mr. Blankenship, you are here for Hoover?

9 MR. BLANKENSHIP: Yes, sir, Hoover and Chrysler.
10 It's their joint motion to dismiss or stay and compel
11 arbitration.

12 MR. CRANFORD: Good morning, Your Honor. William
13 Cranford on behalf of the plaintiff, Deziree Ross.

14 THE COURT: Okay.

15 MR. BLANKENSHIP: Your Honor, you asked for a hard
16 copy of the memorandum.

17 THE COURT: Yes, sir.

18 MR. BLANKENSHIP: If I may hand it up, please.

19 THE COURT: All right. I'll be glad to hear you.

20 MR. BLANKENSHIP: Thank you, Your Honor. May it
21 please the Court. This is, again, the motion to dismiss
22 or stay and compel arbitration. This case involves a
23 sale of a motor vehicle and financing of the motor
24 vehicle on June 11, 2015.

25 Ms. Ross brought in a vehicle to trade in and she

1 purchased a new Jeep from Hoover. As part of that, she
2 signed your standard buyer's order, also a retail
3 installment finance agreement where she was applying for
4 -- part of the deal to be financed by the lending
5 company. She also signed an arbitration agreement which
6 was attached to the motions, also attached to the
7 memorandum. It's a broadly worded arbitration agreement
8 where any disputes, claims related to the sale or the
9 financing would be resolved in arbitration. It also
10 specifically states that Ms. Ross acknowledges that the
11 deal involves commerce and the arbitration would be
12 governed by the Federal Arbitration Act.

13 The facts basically leading to this lawsuit are it
14 turns out that the Chrysler Capital did not approve the
15 original finance application as was understood to be
16 approved at the time of the deal. So Ms. Ross left with
17 the vehicle, her trade-in was kept at the dealership.

18 Some three weeks or so later it appears that the
19 salesman learned that the deal had been denied and the
20 plaintiff alleges that he prepared a new finance
21 application and contract and submitted it to Chrysler
22 Capital without her knowledge or approval.

23 Apparently, this was under -- not apparently. It's
24 under better terms to sort of entice Chrysler Capital to
25 approve a deal. So he lowered -- or increased the

1 trade-in value and lowered her monthly payment. Chrysler
2 Capitol again denied that so he took it upon himself,
3 apparently, to amend the finance agreement again where
4 now Ms. Ross would be having an even better deal and her
5 monthly payment would be more than \$100 less, and this
6 one was approved.

7 Ms. Ross says that she had no idea this third
8 contract was being prepared and did not authorize the
9 salesman to sign this application for her. She learned
10 of it later and brought this lawsuit alleging various
11 causes of action including fraud, violation of the
12 Dealers Act, Unfair Trade Practices Act, and at this
13 stage we just move to dismiss and enforce the arbitration
14 agreement and move this case to arbitration.

15 Again, the Federal Arbitration Act applies to this.
16 It involves commerce which is broadly -- has been
17 interpreted broadly just like the commerce clause, and
18 the Federal Arbitration Act provides that the arbitration
19 agreement is valid, irrevocable, and enforceable, save
20 some facts that would allow a person to revoke a contract
21 such as unconscionability.

22 The arbitration clause here has mutual remedies.
23 There's no limitation on the remedies that Ms. Ross can
24 seek. There's no basis for finding that the arbitration
25 agreement was unconscionable.

1 I think the real issue before the Court is whether
2 the South Carolina Supreme Court's decision in Aiken vs.
3 Word Finance applies here. In that case, the Supreme
4 Court found that claims involving illegal and outrageous
5 acts that are unforeseeable to a reasonable consumer in
6 the context of normal business dealings may be excluded
7 from enforcement of the arbitration agreement.

8 And that exception to arbitration enforcement has
9 not been well developed since it was drafted but the
10 Aiken case involved employees of a lender who took
11 personal information from a consumer and used it for
12 personal gain. Basically, they committed identity theft,
13 I think, a couple of years after the deal with the
14 vehicle in that case took place. And the Court found
15 that such outrageous and illegal conduct harming the
16 consumer would not force the consumer into arbitration
17 pursuant to their arbitration agreement.

18 In another case, the Partain case, which is Partain
19 vs. Upstate Auto Group, the Court found that a claim that
20 a dealer bait and switched the consumer, meaning they
21 sold them one car but actually delivered a different car,
22 would also not require enforcement of the arbitration
23 agreement because that was such illegal and outrageous
24 conduct that the arbitration agreement should not be
25 enforceable against that consumer.

1 Here we have a salesman who allegedly took it upon
2 himself -- they allege that he forged documents for this
3 consumer but, in fact, he did so, perhaps not correctly,
4 to help this consumer get a deal better than the terms
5 that she agreed to. We don't believe that, while maybe
6 not something that would be condoned, would not give rise
7 to --

8 THE COURT: But she got the loan, right?

9 MR. BLANKENSHIP: She got the loan under --

10 THE COURT: She bought the car?

11 MR. BLANKENSHIP: Yes, sir, better terms. We don't
12 believe that's such outrageous and illegal conduct that
13 would take it away from the arbitration agreement that
14 she signed, and that's the narrow ground that we think
15 that we have here and the arbitration agreement should be
16 enforced.

17 THE COURT: I'll be glad to hear you.

18 MR. CRANFORD: Your Honor, if I may pass up our
19 memorandum in opposition.

20 THE COURT: How are you going to get around the
21 Aiken case?

22 MR. CRANFORD: Well, Your Honor, I think first of
23 all --

24 THE COURT: I mean, in the Aiken case, if I
25 remember, that was sort of outrageous conduct and it

1 wasn't for the betterment of the plaintiff. In your case
2 what he did was for the betterment of you. How can that
3 be fraud?

4 MR. CRANFORD: Yes, sir. Well, in our case what
5 happened was on June --

6 THE COURT: I mean, what's outrageous about it?
7 I'm not saying it's justifiable, but what's outrageous
8 about him getting a better deal for your client to buy
9 the automobile?

10 MR. CRANFORD: Well, on June 11th when she went in
11 and they talked about the initial contract she was denied
12 that day and they knew about it and they didn't tell her
13 because they wanted to keep -- you know, keep a deal for
14 themselves. So 19 days later what they did was they
15 inflated the trade-in value without telling her. Then
16 she was denied again, which dinged her credit, and then
17 that was denied. And so what they did was no numbers
18 changed. The only number that changed was the annual
19 percentage rate, and the only way that can change is we
20 allege they inflated her income somehow because no
21 other --

22 THE COURT: Well, I mean, is she defaulted on the
23 loan? Is she paying the loan?

24 MR. CRANFORD: The loan is in dispute right now so
25 she's actually -- they are allowing her just to pay a

1 little bit so the car didn't get repossessed. She's not
2 driving the car.

3 THE COURT: So the car has been repossessed?

4 MR. CRANFORD: No. No. No. The car is parked and
5 not driving.

6 THE COURT: So she's not paying the loan?

7 MR. CRANFORD: No. Well, she's paying -- say the
8 loan is \$500 a month. They are allowing her to pay a
9 200-dollar fee so it doesn't get repossessed so --

10 THE COURT: Pending the lawsuit?

11 MR. CRANFORD: Yes, sir. Yes, sir.

12 THE COURT: Did she make any payments at all on the
13 loan?

14 MR. CRANFORD: In beginning she had called because
15 the loan booklet didn't come, and so that's when they did
16 a call with Chrysler Capital who said she had come in and
17 signed these documents, which were forged, and that's
18 when the loan went into disputed and that's pending this
19 lawsuit. And this actually sparked a criminal
20 investigation and actually has terminated the employee
21 who actually forged these documents.

22 The initial contract was denied. There was no
23 contract and they didn't tell her. Then they went ahead
24 and then falsified the numbers, and then they went ahead
25 and inflated her income when she had provided -- she

1 provided an income statement to them. There's no other
2 way for these numbers to change.

3 She has held all along from the very beginning when
4 there wasn't a contract that she did not want this car
5 and then that's when we contacted Chrysler Capital and
6 really didn't get anywhere, and that's why we had to file
7 the lawsuit. So it is to her detriment that the fact
8 that a contract never existed and now she's on the hook
9 allegedly for this \$50,000 or finance fees to Chrysler
10 Capital, which she wouldn't have been if they would have
11 just told her that there was never a contract. I mean,
12 what they did was they went ahead and forged documents
13 clearly on the retail installment agreement which states
14 you have read this document --

15 THE COURT: Well, it was a better contract deal
16 than what she originally turned down though, right?

17 MR. CRANFORD: Well, she was never approved and
18 from her perspective she wanted to just -- she said she
19 just wanted to be done and get her car back because they
20 were having this big sale on June 11th. All she wanted
21 to do was get her car back. But she didn't know that
22 they actually forged two more contracts and then entered
23 her into some agreement.

24 THE COURT: Well, why shouldn't -- I mean, why
25 should you not go to arbitration in this fact scenario?

1 MR. CRANFORD: Well, I mean, in the Aiken case they
2 found that theft of personal information was outrageous
3 conduct that couldn't be foreseen. It's all about
4 whether or not the plaintiff can foresee it. Here they
5 did the same thing --

6 THE COURT: Well, in the Aiken case wasn't that
7 sort of a bait and switch?

8 MR. CRANFORD: No. No, sir. That was the --

9 THE COURT: Partain case?

10 MR. CRANFORD: That was the Partain case.

11 THE COURT: Okay.

12 MR. CRANFORD: In the same day that -- I mean, the
13 same day the Aiken case came out was the Global Pools and
14 Spas case, which I handed up to Your Honor, which the
15 Supreme Court applied the Aiken standard to a much more
16 or less facts as we have here where it's just an
17 overzealous debt collector who the plaintiff in that case
18 bought a pool, stopped paying on it and they said they
19 could foresee the debt collector calling her about the
20 payments but not harassing her about the payments and
21 providing financial information.

22 In our case, we have something much -- I mean, much
23 more egregious than that in they actually forged the
24 documents, I mean, evidenced by a criminal investigation
25 and their own act of firing their employee.

1 I mean, there was never a contract to begin with
2 because she was denied. They knew she was denied when
3 she was there and they failed to tell her. They let her
4 leave and then 19 days later they forged a document and
5 then that one was denied and they didn't change any
6 numbers. So they had to increase her income, which she
7 provided, which would be fraud, and they submitted that
8 to Chrysler Capital and that is what got her approved.

9 And so that's our position, that this conduct would
10 take it out of the scope of arbitration, and I think it's
11 just in line with the Aiken case, the pool spa case and
12 in the most recent case of Partain, which in the Partain
13 case --

14 THE COURT: That's where they switched the vehicles
15 on him.

16 MR. CRANFORD: Well, he went that day and he test
17 drove a car and that was the car he signed up to buy so
18 he did. Then when he got home it wasn't the model that
19 he test drove, and it was the same arbitration agreement
20 in this one.

21 THE COURT: Right, a cheaper car.

22 MR. CRANFORD: Well, it doesn't say it was cheaper.
23 The case isn't specific enough to say what exact car they
24 gave him. It just wasn't the car that they test drove.
25 But, I mean, essentially it would be under bait and

1 switch here whereas there was no contract and instead of
2 letting her know, and they admitted they still have the
3 car --

4 THE COURT: So in that case they bait and switched
5 the car and now you're saying they bait and switched the
6 contract, huh?

7 MR. CRANFORD: Well, they could have said, Hey, we
8 still have the car, which they admitted they still have.
9 Come back. We'll just give you your car back.
10 Everything would be good. We would have been fine, but
11 they didn't do that. They never contacted her and she
12 never found out until she called Chrysler and Chrysler
13 said, Oh, no, we got these contracts right here. And
14 then they three-wayed Hoover in and Hoover said that she
15 came back and signed these contracts, which is not true.

16 The Berkeley Police Department has already
17 interviewed -- I think his name is Billy Powell from
18 Hoover and identified him as the man who forged the
19 contracts. And then after that that's when it all became
20 known that these contracts were forged. And Chrysler
21 Capital even told me over the phone that they couldn't
22 believe that they had this amount of contracts in their
23 system and they've never seen this amount before, so that
24 would -- I mean, surely enough, that would have alerted
25 them to something.

1 THE COURT: Okay. I'll be glad to hear you very
2 briefly in reply.

3 MR. BLANKENSHIP: Your Honor, Ms. Ross, whether
4 that original contract was approved or not, she agreed to
5 these terms to pay 644 a month. This employee ended up
6 getting her this deal for \$532 a month, same car.

7 I think the court in Partain and in Aiken they said
8 that not every case that you slap fraud on or some cause
9 of action like that on is going to trigger this exception
10 to the arbitration enforcement, the general rule that we
11 enforce arbitration agreements, and I think on these
12 facts we don't fall within that exception.

13 THE COURT: Why not?

14 MR. BLANKENSHIP: I don't believe that we -- this
15 guy didn't set out to harm the consumer. I think in
16 those cases they are looking at no reasonable consumer
17 would believe -- or would foresee that they were going to
18 be bait and switched or some bank's employees were going
19 to steal their personal information and commit identity
20 theft. The level of outrageousness is not here in this
21 case and that's why I think we don't fit.

22 THE COURT: Okay. Thank you very much. Just give
23 me an opportunity to read y'all's memos, okay. I'm going
24 to take it under advisement.

25 (WHEREUPON, the hearing was concluded.)

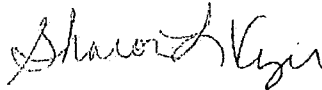
C E R T I F I C A T E

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I, Sharon L. Vizer, Official Court Reporter for the
Ninth Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete transcript of record of all the proceedings had
and the evidence introduced in the hearing of the
captioned case in Circuit Court on the 12th day of April
2016.

I do further certify that I am neither of kin, counsel
nor have an interest to any party hereto.

July 30, 2016



SHARON L. VIZER

CIRCUIT COURT REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

DEZIREE ROSS,)

Plaintiff,)

vs.)

HOOVER AUTOMOTIVE, LLC d/b/a)

HOOVER CHRYSLER JEEP DODGE)

RAM SUMMERVILLE, and)

CHRYSLER CAPITAL, LLC,)

Defendant(s).)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CIVIL ACTION COVERSHEET

2015-CP-08- 2457

FILED
2015 OCT 27 PM 2:17
CLERK OF COURT
BERKELEY COUNTY, SC

Submitted By: William C. Crantford

Address: Crantford Meehan, Attorneys at Law, LLC
136 West Richardson Ave
Summerville, SC 29483

SC Bar #: 101706

Telephone #: 843-376-4030

Fax #: 843-900-6141

Other:

E-mail: wcrantford@crantfordmeehan.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete.*

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Conversion (310) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Motor Vehicle Accident (320) | ☐ Condemnation (410) |
| ☐ General (130) | ☐ Medical Malpractice (220) | ☐ Premises Liability (330) | ☐ Foreclosure (420) |
| ☐ Breach of Contract (140) | Previous Notice of Intent Case # | ☐ Products Liability (340) | ☐ Mechanic's Lien (430) |
| ☐ Fraud/Bad Faith (150) | 20__-NI-__ | ☐ Personal Injury (350) | ☐ Partition (440) |
| ☐ Failure to Deliver/
Warranty (160) | ☐ Notice/ File Med Mal (230) | ☐ Wrongful Death (360) | ☐ Possession (450) |
| ☐ Employment Discrim (170) | ☐ Other (299) | ☐ Assault/Battery (370) | ☐ Building Code Violation (460) |
| ☐ Employment (180) | | ☐ Slander/Libel (380) | ☐ Other (499) |
| ☐ Other (199) | | ☐ Other (399) | |
| Inmate Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| ☐ PCR (500) | ☐ Reinstate Drv. License (800) | ☐ Death Settlement (700) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Judicial Review (810) | ☐ Foreign Judgment (710) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Relief (820) | ☐ Magistrate's Judgment (720) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Permanent Injunction (830) | ☐ Minor Settlement (730) | ☐ Municipal (930) |
| | ☐ Forfeiture-Petition (840) | ☐ Transcript Judgment (740) | ☐ Probate Court (940) |
| | ☐ Forfeiture-Consent Order (850) | ☐ Lis Pendens (750) | ☐ SCDOF (950) |
| | ☐ Other (899) | ☐ Transfer of Structured
Settlement Payment Rights
Application (760) | ☐ Worker's Comp (960) |
| | | | ☐ Zoning Board (970) |
| | | | ☐ Public Service Comm. (990) |

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|--|--|--|---|---|
| Special/Complex /Other | | | ☐ Confession of Judgment (770) | ☐ Employment Security Comm (991) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | ☐ Petition for Workers Compensation Settlement Approval (780) | | |
| ☐ Automobile Arb. (610) | ☒ Unfair Trade Practices (640) | ☐ Other (799) | | |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in an Out-of-County Action (660) | | | |
| ☐ Sexual Predator (510) | ☐ Pre-Suit Discovery (670) | | | |

Submitting Party Signature: _____

Date: October 27, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

Defendant(s).

Jury Trial Demanded

2015 OCT 27 PM 2:11
CLERK OF COURT
BERKELEY COUNTY, SC

ROA 47

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)
DEZIREE ROSS,)
Plaintiff,)
vs.)
HOOVER AUTOMOTIVE, LLC d/b/a)
HOOVER CHRYSLER JEEP DODGE)
RAM SUMMERVILLE and)
CHRYSLER CAPITAL, LLC,)
Defendant(s).)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2015-CP-08- 2457

COMPLAINT

Jury Trial Demanded

FILED
2015 OCT 27 PM 2:17
CLERK OF COURT
BERKELEY COUNTY, SC

The Plaintiff, by and through her undersigned counsel, allege as follows:

1. That the Plaintiff, Deziree Ross (hereinafter referred to as "Plaintiff") is a resident of Dorchester County, South Carolina.
2. That upon information and belief, the Defendant, Hoover Automotive, LLC (hereinafter referred to as "Defendant Hoover") is a limited liability company organized and licensed under the laws of the State of South Carolina and is doing business in Berkeley County as Hoover Chrysler Jeep Dodge Ram Summerville.
3. That upon information and belief Defendant Chrysler Capital, LLC (hereinafter referred to as "Defendant Chrysler") is a limited liability company licensed under the laws of the State of Delaware and is doing business throughout the State of South Carolina in the form of financing vehicle purchases from dealerships.
4. That the tortious acts that are subject of this action occurred in Berkeley County, State of South Carolina.
5. That this Court has jurisdiction over the parties and the subject matter of this action.

STATEMENT OF THE CASE

6. At all times relevant to the allegations of this complaint, Plaintiff was a resident of Summerville, South Carolina.
7. On June 11, 2015, Plaintiff, a pregnant single mother of one, visited Defendant Hoover at its business located at 195 Mary Meade Drive, Summerville. Plaintiff's visit was for the purpose of obtaining a larger car for her growing family. Plaintiff was approached by one or more sales representatives and managers, who at all times acted within the scope of their employment as employees, agents, officers, and authorized representatives of Defendant Hoover.
8. A salesman of Defendant Hoover encouraged Plaintiff to purchase a new 2015 Jeep and persuaded her to look into financing options on the car with Defendant Chrysler. Plaintiff informed the representatives she had limited income.
9. As a result of Defendant Hoover's efforts, Plaintiff and Defendant Hoover entered into a purchase agreement labeled "Buyers Order" for the new Jeep Patriot suv. This agreement called for Plaintiff to trade-in her 2014 Ford Focus.
10. Defendant Hoover's agent and/or employee then took Plaintiff through the financing process for the Jeep. Plaintiff was forthright and truthful in all respects as to the various questions which Defendant Hoover's agent and/or employee asked of her regarding her personal, financial information, and credit application information. Plaintiff's income and debt were also available to Defendant Hoover and Defendant Chrysler through any national credit reporting agency during the financing application process.
11. Based on Defendant Hoover's representations to Plaintiff that she had been approved for financing by Defendant Chrysler, they entered into a retail installment contract

(hereinafter Contract 1) with Plaintiff for the purchase of the Jeep on June 11, 2015.

Contract 1 required Plaintiff to trade-in her 2014 Ford Focus.

12. Defendant Hoover's agents and/or employees prepared Contract 1.
13. Plaintiff left the dealership on June 11, 2015 with Contract 1 and the Jeep for which she was told she was approved for by Defendant Hoover.
14. Plaintiff in fact was denied financing on Contract 1 by Defendant Chrysler and Defendant Hoover failed to inform Plaintiff.
15. Defendant Hoover still has never made any attempt to tell Plaintiff she was denied and that no contract existed on the Jeep.
16. In July, Plaintiff contacted Defendant Chrysler, the assignee of Contract 1 to inquire about never receiving her payment booklet or payment information. Defendant Chrysler told Plaintiff that they had just received the contract in July and that it was dated June 30, 2015. Defendant Chrysler then teleconferenced a Defendant Hoover representative into the call. Defendant Hoover representative falsely stated that Plaintiff had come back to Defendant Hoover dealership and signed a new contract on June 30, 2015.
17. After the phone call it was determined that Defendant Hoover's agents prepared at least two additional contracts bearing Plaintiff's purported signature and submitted them to Defendant Chrysler for approval of financing by Defendant Chrysler.
18. On or about June 30, 2015, agents for Defendant Hoover prepared a second retail installment contract bearing the Plaintiff's name, her purported signature, and altered figures for the same Jeep Patriot. Contract 2 contains the signature or stamp of Hoover employee Karl Roberts.
19. Contract 2 contains two forged signatures purported to be Plaintiffs.

20. Plaintiff never signed Contract 2; nor did she ever authorize anyone to sign her name to said contract.
21. This second contract containing Plaintiff's forged signature was submitted to Defendant Chrysler and denied financing.
22. On or about June 30, 2015, agents for Defendant Hoover prepared a third retail installment contract bearing the Plaintiff's name, her purported signature, and altered figures for the same Jeep Patriot. Contract 3 contains the signature or stamp of Hoover employee Karl Roberts.
23. Contract 3 contains two forged signatures purported to be Plaintiffs.
24. Plaintiff never signed Contract 3; nor did she ever authorize anyone to sign her name to said contract.
25. Contract 3 (second forged contract) was approved by Defendant Chrysler.
26. Defendant Hoover and Defendant Chrysler have been made aware that Plaintiff did not sign Contract 2 or Contract 3.
27. Defendant Hoover and Defendant Chrysler through its acts has now made Plaintiff apart of a fraud by using her name, social security number, credit report, and other personal information to obtain a loan in her name.
28. That as a result of this fraudulent sale and financing, Plaintiff is allegedly indebted to Defendant Chrysler in an amount in excess of \$22,800 and including interest an amount in excess of \$39,900.
29. That Defendants Hoover and Chrysler have retained the benefits of the fraudulent sale and financing.
30. That Plaintiff has had to hire an attorney to represent her in this matter due to the actions

of the Defendants.

FOR A FIRST CAUSE OF ACTION AGAINST HOOVER

(Violation of the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act)

31. Plaintiff repeats and realleges paragraphs 1 through 30 above, the same as though repeated here verbatim.
32. Defendant Hoover is a dealer and each subject transaction is a "sale" pursuant Regulation of Manufactures, Distributors and Dealers Act (the "Dealers Act"), S.C Code Ann. § 56-15-10 et. seq.
33. The Dealers Act declares certain unfair methods of competition and unfair or deceptive acts or practices to be unlawful. It is a violation of the Dealers Act for any dealer or agent of a dealer "to engage in any action which is arbitrary, in bad faith, or unconscionable and which causes damage to any other of the parties or to the public." S.C Code Ann. § 56-15-40(1).
34. Specifically, Defendant Hoover's representations regarding the sales price, falsifying vehicle trade-in values, credit approval representations, and forging Plaintiff's signature to secure a loan and retail installment contract constitute the employment of actions which are arbitrary, in bad faith, or unconscionable and which caused damage to the Plaintiff and to the public. S.C. Code Ann. § 56-15-40(1).
35. Defendant knew or should have known that Plaintiff would be deceived and defrauded due to Defendants' employment of the deceptive acts and practices as aforesaid.
36. Said acts and practices on the part of the Defendant were illegal and unlawful pursuant to S.C. Code Ann. § 56-15-40(1), and were likewise willful, wanton, knowing,

intentional, fraudulent, malicious and predatory and in violation of the above act.

37. That as a direct and proximate result of Hoover's employment of deceptive acts and practices, Plaintiff has suffered an ascertainable loss of money and/or property.
38. That, among other remedies, the purchase and sale agreements relevant to Plaintiff's alleged purchase are void or voidable as provided for in the above act.
39. In addition to the actual damages suffered by the Plaintiff, she is under said Act to be awarded two times the actual damages, punitive damages equal to three times the actual damages, reasonable attorneys fees and costs, and other such relief as the court deems necessary or proper.

FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Unfair Trade Practices)

40. Plaintiff repeats and realleges paragraphs 1 through 39 above, the same as though repeated here verbatim.
41. Defendants Hoover and Chrysler are "person[s]" engaged in "trade and/or commerce" as those terms are defined in the South Carolina Unfair Trade Practices Act ("SCUTPA"), S.C. Code Ann. 39-5-10, et seq.
42. These defendants have engaged in unfair or deceptive acts or practices, conduct that is declared to be unlawful by S.C. Code Ann. 39-5-20.
43. As a result of the use or employment of said unfair trade practices by these defendants, as set forth fully above, plaintiff has suffered an ascertainable loss of money and/or property, and is entitled to bring this action under SCUTPA 39-5-140.
44. The conduct of the defendants is a matter of great important public interest and impact.

Such conduct is capable of repetition and may, in fact, be a pattern of business for the defendants.

45. In addition to the actual damages suffered by the plaintiff, she is entitled to be awarded three times the actual damages, reasonable attorneys fees and costs, and other such relief as the court deems necessary or proper under SCUTPA 39-5-140.

FOR A THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Fraud)

46. Plaintiff repeats and realleges paragraphs 1 through 45 above, the same as though repeated here verbatim.
47. That the Defendants, via their agents and employees made false representations of material facts to Plaintiff regarding the sale of subject vehicle, financing, contract status, credit status and authenticity of signatures.
48. That the Defendants, via their agents and employees intended that the Plaintiff rely upon its representations to encourage Plaintiff to execute the retail installment agreement.
49. That Plaintiff relied upon the representations made by the Defendants and their agents in purchase the subject vehicle including financing of such purchase.
50. That the Defendants and their agents and/or employees knew or should have known that these representations made to Plaintiff were false, fraudulent and forgeries.
51. That as a result of the Defendants fraud, the Plaintiff has lost the value of the vehicle for which she contracted, she has lost the vehicle she used as a trade in for the purchase of this vehicle, she has incurred additional expenses in securing other transportation for her needs, her credit has been damaged, she has incurred extra insurance costs, her

obligations under the loan agreement with Defendant Chrysler are excessive and would not have been incurred except for such actions of Defendants Hoover and Chrysler, she has been inconvenienced, embarrassed, and humiliated.

52. That as a result of the Defendants fraud, the Plaintiff demands actual damages, together with punitive damages, together with prejudgment interest, together with the costs and disbursements of this action.

FOR A FOURTH CAUSE OF ACTION
(Constructive Fraud)

53. Plaintiff repeats and realleges paragraphs 1 through 52 above, the same as though repeated here verbatim.
54. That the Defendants, via their agents and employees made false representations of material facts to Plaintiff regarding the sale of subject vehicle, financing, credit status, contract status, and authenticity of signatures.
55. That Plaintiff relied upon the representations made by the Defendants and their agents in purchase the subject vehicle.
56. That the Defendants and their agents and/or employees knew or should have known that these representations made to Plaintiff were false.
57. That as a result of the Defendants fraud, the Plaintiff has lost the value of the vehicle for which she contracted, she has lost the vehicle she used as a trade in for the purchase of this vehicle, she has incurred additional expenses in securing other transportation for her needs, her credit has been damaged, she has incurred extra insurance costs, her obligations under the loan agreement with Defendant Chrysler are excessive and would

not have been incurred except for such actions of Defendants Hoover and Chrysler, she has been inconvenienced, embarrassed, and humiliated.

58. That as a result of the Defendants fraud, the Plaintiff demands actual damages on this cause of action to the fullest extent allowable by law, together with prejudgment interest, together with the costs and disbursements of this action, together with punitive damages in an amount sufficient to impress upon the Defendants the seriousness of its conduct and to deter similar conduct by the Defendants and others in the future.

FOR A FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Negligence)

59. Plaintiff repeats and realleges paragraphs 1 through 58 above, the same as though repeated here verbatim.
60. That the Defendants breached one or more of the aforementioned duties it owed Plaintiff.
61. That the Defendants owed a duty to the Plaintiff in one of more of the following particulars:
- A. To refrain from forging customers' signatures on documents used to sell and finance the sale of cars;
 - B. To prepare the paperwork used to sell and finance cars properly;
 - C. To properly represent the Plaintiff's credit worthiness;
 - D. To truthfully inform Plaintiff of decision made regarding approval or denial of credit;
 - E. To refrain from submitting and accepting any forged contracts;

- F. To properly train its employees to prepare paperwork correctly use to sell vehicles;
 - G. To devise policies or practices to ensure that acts such as those stated in this complaint do not occur;
 - H. To do those things which a reasonably prudent person would do under the circumstances then and there existing.
 - I. In any other such manner that Plaintiff may become aware of through discovery and/or at trial.
62. That as a result of the Defendant Hoover and Chrysler's negligence, the Plaintiff has been damaged in that the Plaintiff has lost the value of the vehicle, lost the money she paid Defendants, lost the value of her trade-in vehicle, incurred extra insurance costs, lost use of trade-in, lost use of vehicle, damaged credit, and Plaintiff now has a loan against her in the amount of vehicle.
63. That as a result of the Defendants negligence, Plaintiff demand actual damages, together with punitive damages, together with prejudgment interest, together with the costs and disbursements of this action.

FOR A SIXTH CAUSE OF ACTION AGAINST HOOVER
(Negligent Misrepresentation)

64. Plaintiff repeats and realleges paragraphs 1 through 63 above, the same as though repeated here verbatim.
65. That Defendant Hoover has a duty to Plaintiff to provide her with truthful information in connection with the retail installment agreement, credit application and financing.

66. That Defendant Hoover, via its agents and/or employees made false representations of material fact to Plaintiff regarding the retail installment agreement, credit application and financing.
67. That Defendant Hoover had a financial interest in making the statements.
68. That Defendant Hoover breached the duty to communicate accurate and truthful information and Plaintiff understandably and reasonably relied on these false representations.
69. That as a result of Defendant Hoover's conduct, Plaintiff has been damaged in that Plaintiff has been made to make payments to Defendant Chrysler, she is indebted to Defendant Chrysler, she has been left to find alternate transportation, her credit report and history have been significantly affected, and Plaintiff has suffered financial hardship.
70. That as a direct and proximate consequence of Defendant Hoover's breach of its duty to Plaintiff, Plaintiff has suffered and demands actual damages, together with punitive damages, together with prejudgment interest, together with the costs and disbursements of this action.

FOR A SEVENTH CAUSE OF ACTION AGAINST HOOVER
(Negligent Supervision)

71. Plaintiff repeats and realleges paragraphs 1 through 70 above, the same as though repeated here verbatim.
72. While on premises owned by Defendant Hoover or while using chattel of Defendant Hoover, an employee of the Defendant Hoover harmed the Plaintiff, intentionally or

otherwise, by his/her actions as alleged throughout this complaint.

73. Defendant Hoover knew or had reason to know of its ability to control its employee and knew or should have known of the necessity and opportunity to control its employee. Defendants breached those duties, as alleged above.
74. As a direct and proximate result of Defendant Hoover's conduct, Plaintiff has been injured and suffered damages.
75. Plaintiff is entitled to actual damages in on this cause of action to the fullest extent allowable by law and punitive damages in an amount sufficient to impress upon the Defendant the seriousness of its conduct and to deter similar conduct by the Defendants and others in the future.

FOR A EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Unjust Enrichment)

76. Plaintiff repeats and realleges paragraphs 1 through 75 above, the same as though repeated here verbatim.
77. The illegal, fraudulent and conspiratorial activities of Defendant Hoover and Chrysler alleged above is contrary to law, equity and good conscience.
78. Defendants have been unjustly enriched by its misconduct through as alleged throughout this complaint, specifically through the receipt of funds from the assignment of the forged sales contract, monthly payments, down payment, receipt of interest improperly charged and trade-in vehicle.
79. Defendants should be required to disgorge all ill-gotten gains received from the the fraudulent sale, including but not limited to: amount Defendant Hoover received from

the assignment of the June 30, 2015 retail installment agreement, any received payments, down payment and trade-in vehicle.

WHEREFORE, Plaintiff prays for judgment against the Defendants for an amount to be ascertained by the jury at the trial of this action, for all damages, actual, treble and punitive permitted by statute and otherwise, for the cost and disbursements of this action, and both prejudgment and post judgment interest, attorney's fees, and for such other and further relief, in law or in equity, as this court may deem just and proper.

Respectfully submitted,

CRANTFORD MEEHAN, ATTORNEYS AT LAW, LLC

BY: 
WILLIAM C. CRANTFORD, Esq.
Attorney for Plaintiff
CRANTFORD MEEHAN
136 West Richardson Avenue
Summerville, South Carolina 29483
(843) 376-4030
(843) 832-5969 (fax)

October 21, 2015
Summerville, South Carolina

COPY

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deziree Ross,

Plaintiff,

v.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Defendants.

C/A No. 2015-CP-08-2457

ANWER TO COMPLAINT BY
HOOVER AUTOMOTIVE, LLC
(Jury Trial Requested)

2016 DEC -7 PM 1:49
CLERK OF COURT
BERKELEY COUNTY, SC

The Defendant Hoover Automotive, LLC d/b/a Hoover Chrysler Jeep Dodge Ram Summerville ("Hoover"), answering the complaint of the plaintiff, would show onto this court:

FIRST DEFENSE

1. Hoover lacks information sufficient to form a belief as to the truth or accuracy of the allegations in ¶ 1 of the Complaint, and therefore denies the same.
2. Hoover admits the allegations in ¶ 2 of the Complaint.
3. Upon information and belief, Hoover admits so much of ¶ 3 of the Complaint as alleges that Chrysler Capital, LLC is a Delaware limited liability company that is registered to do business and does business in South Carolina, including the financing of vehicle purchases from dealerships.
4. Hoover admits so much of ¶ 4 of the Complaint as alleges that the subject transaction took place at Hoover's store in Berkeley County, but denies that there were tortious acts committed.
5. The allegations in ¶ 5 of the Complaint constitute legal conclusions requiring no response.

6. Hoover admits so much of ¶ 6 of the Complaint as alleges that as part of the transaction, Plaintiff represented to Hoover that Plaintiff had a Summerville residential address.

7. Hoover admits so much of ¶ 7 of the Complaint as alleges that Plaintiff came to the store on or about June 11, 2015 and inquired about trading in her almost new 2014 Ford Focus for a brand new vehicle, but Hoover lacks information to form a belief or opinion as to the truth or accuracy of the allegations regarding Plaintiff's motivations, and therefore denies the same. Hoover admits that its employees dealt with Plaintiff in the scope of their employment, except to the extent that Plaintiff alleges and can submit proof that an employee engaged in criminal conduct, which would be outside of the scope and not in furtherance of his or her employment with Hoover.

8. Hoover admits so much of ¶ 8 of the Complaint as alleges that Plaintiff discussed the purchase of a brand new 2015 Jeep Patriot with a salesman; that financing was discussed, to include Chrysler Capital as a possible lender; that Plaintiff first represented to Hoover, and to Chrysler Capital, that she had a gross monthly income of \$3,200.00 (\$38,400.00); and that on the same day, June 11, 2015, Plaintiff represented that her gross monthly income was actually \$4,000.00 (\$48,000.00 per year).

9. Hoover admits so much of ¶ 9 of the Complaint as alleges that Plaintiff freely and voluntarily executed a contract for Plaintiff's purchase of the brand new 2015 Jeep Patriot and trade-in of her year-old 2014 Ford Focus, but denies the allegations in ¶ 9 to the extent there is an implication that this was anything but an arm's length transaction.

10. Hoover admits so much of ¶ 10 of the Complaint as alleges that Hoover's finance department helped Plaintiff through the financing process, and that Plaintiff made representations as to her income, employment, and debts, and that Hoover was made to believe and understood that Plaintiff's representations were truthful, as Plaintiff signed the credit application that

contained her factual representations. Hoover also admits so much of ¶ 10 as separately alleges that Hoover could have attempted to obtain Plaintiff's credit report, but denies that Hoover had access to any database or reports that would have verified Plaintiff's income.

11. Hoover admits so much of ¶ 11 of the Complaint as alleges that the parties entered into a contract for Plaintiff's purchase of the 2015 Jeep Patriot and trade-in of the 2014 Ford Focus, but denies that Hoover represented that Plaintiff had been finally approved for financing by Chrysler Capital. Hoover truthfully represented to Plaintiff that she had been conditionally approved for financing and that final approval would require her to satisfy the conditions set forth by Chrysler Capital.

12. Hoover admits the allegations in ¶ 12 of the Complaint, but state that Plaintiff had every opportunity to read the contract and that she signed the contract after expressly or impliedly representing that she had read it.

13. Hoover admits so much of ¶ 13 of the Complaint as alleges that Hoover allowed Plaintiff to leave the dealership with the 2015 Jeep Patriot, and that Hoover retained possession of the 2014 Ford Focus, but denies that Hoover represented to Plaintiff that she had been finally approved for financing by Chrysler Capital.

14. Hoover admits so much of ¶ 14 of the Complaint as alleges that Plaintiff was ultimately denied approval for financing on the terms of the original contract, but denies that Hoover failed to inform Plaintiff.

15. Hoover denies the allegations in ¶ 15 of the Complaint.

16. Hoover lacks information sufficient to form an opinion or belief as to the truth or accuracy of the allegations in ¶ 16 of the Complaint that Plaintiff called Chrysler Capital or when, and denies the remaining allegations in ¶ 16.

17. Hoover admits so much of ¶ 17 of the Complaint as alleges that Hoover amended the contract twice on June 30, 2015, with Plaintiff's knowledge and authorization, and submitted the amended contracts to Chrysler Capital for review and financing approval.

18. Hoover admits so much of ¶ 18 of the Complaint as alleges that Hoover prepared a second contract on June 30, 2015 with more favorable terms to Plaintiff to help her obtain financing, but denies that Plaintiff was unaware of the amendment and that Plaintiff did not authorize the second contract's preparation.

19. Hoover denies the allegations in ¶ 19 of the Complaint.

20. Hoover admits upon information and belief so much of ¶ 20 of the Complaint as alleges that Plaintiff did not personally sign the second contract.

21. Hoover admits so much of ¶ 21 of the Complaint as alleges that Hoover submitted the amended contract, with Plaintiff's authorization, to Chrysler Capital for review and finance approval, which was denied, but denies that there was a forgery.

22. Hoover admits so much of ¶ 22 of the Complaint as alleges that Hoover prepared a second contract on June 30, 2015 with more favorable terms to Plaintiff to help her obtain financing, but denies that Plaintiff was unaware of the amendment and that Plaintiff did not authorize the second contract's preparation.

23. Hoover denies the allegations in ¶ 23 of the Complaint.

24. Hoover admits upon information and belief so much of ¶ 24 of the Complaint as alleges that Plaintiff did not personally sign the second contract.

25. Hoover admits so much of ¶ 25 of the Complaint as alleges that the second amended contract was approved for financing by Chrysler Capital, but denies that there was a forgery.

26. Hoover admits so much of ¶ 26 of the Complaint as alleges that Plaintiff did not personally sign the amended contract, but denies the implication that Plaintiff did not authorize the signatures and that there was a forgery.

27. Hoover denies the allegations in ¶¶ 27–30 of the Complaint.

28. Responding to ¶ 31 of the Complaint, Hoover restates ¶¶ 1–21 of this Answer.

29. The allegations in ¶ 32 of the Complaint constitute legal conclusions requiring no response.

30. Responding to ¶ 33 of the Complaint, Hoover states that the provisions of the South Carolina Code speak for themselves.

31. Hoover denies the allegations in ¶¶ 34–39 of the Complaint.

32. Responding to ¶ 40 of the Complaint, Hoover restates ¶¶ 1–25 of this Answer.

33. The allegations in ¶ 41 of the Complaint constitute legal conclusions requiring no response.

34. Hoover denies the allegations in ¶¶ 42–45 of the Complaint.

35. Responding to ¶ 46 of the Complaint, Hoover restates ¶¶ 1–28 of this Answer.

36. Hoover denies the allegations in ¶¶ 47–52 of the Complaint.

37. Responding to ¶ 53 of the Complaint, Hoover restates ¶¶ 1–30 of this Answer.

38. Hoover denies the allegations in ¶¶ 54–58 of the Complaint.

39. Responding to ¶ 59 of the Complaint, Hoover restates ¶¶ 1–32 of this Answer.

40. Hoover denies the allegations in ¶ 60 of the Complaint.

41. The allegations in ¶ 61 of the Complaint, including subparagraphs, constitute conclusions of law requiring no response. To the extent that a response is required, Hoover denies the allegations.

42. Hoover denies the allegations in ¶¶ 62–63 of the Complaint.
43. Responding to ¶ 64 of the Complaint, Hoover restates ¶¶ 1–36 of this Answer.
44. The allegations in ¶ 65 of the Complaint constitute conclusions of law requiring no response. To the extent that a response is required, Hoover denies the allegations.
45. Hoover denies the allegations in ¶¶ 66–70 of the Complaint.
46. Responding to ¶ 71 of the Complaint, Hoover restates ¶¶ 1–39 of this Answer.
47. Hoover denies the allegations in ¶¶ 72–75 of the Complaint.
48. Responding to ¶ 76 of the Complaint, Hoover restates ¶¶ 1–41 of this Answer.
49. Hoover denies the allegations in ¶¶ 77–79 of the Complaint.
50. Responding to the Prayer for Relief in the Complaint, Hoover denies that Plaintiff is entitled to any relief of any kind.

SECOND DEFENSE
(Comparative Negligence)

51. Plaintiff's claim is barred to the extent, if any, that any injury was due to her own comparative negligence.

THIRD DEFENSE
(Failure to Mitigate)

52. Plaintiff is barred from relief in whole or in part to the extent that she failed to mitigate her damages.

FOURTH DEFENSE
(Punitive Damages Unconstitutional)

53. An award of punitive damages would violate both the United States and South Carolina Constitutions.

FIFTH DEFENSE
(Rule 12(b)(6), SCRCP)

54. Plaintiff has failed to set forth facts sufficient to constitute a claim for non-economic damages, including but not limited to inconvenience, embarrassment, and humiliation, and therefore her claim for non-economic damages must be dismissed pursuant to Rule 12(b)(6), SCRCP.

SIXTH DEFENSE
(Arbitration)

55. This court lacked subject matter jurisdiction over the causes of action because the parties entered into a binding agreement to resolve this dispute through arbitration.

SEVENTH DEFENSE
(No Special Relationship)

56. There is no relationship of trust or confidence sufficient to support a claim for constructive fraud.

EIGHTH DEFENSE
(Waiver and Estoppel)

57. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

WHEREFORE, having fully answered Plaintiff's Complaint, Hoover prays that the same be dismissed with costs assessed against Plaintiff, and for such other and further relief as this court deems just and proper.

SIGNATURE BLOCK FOLLOWS ON PAGE 8

Respectfully submitted,

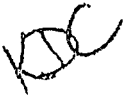


H. Clayton Walker, Jr.
Reynolds H. Blankenship, Jr.
WALKER | REIBOLD
Post Office Box 61140
Columbia, SC 29260
(803) 454-0955
(803) 454-0956 Facsimile
cwalker@walkerreibold.net
rblankenship@walkerreibold.net

December 3, 2015

ATTORNEYS FOR HOOVER

CERTIFICATE OF SERVICE
The undersigned hereby certifies that a true copy of
the foregoing document has been served upon all
Counsel by mailing a copy properly
addressed and with sufficient postage affixed thereto
this 3rd day of Dec, 2015
Osama Ghazal
Walker & Reibold, Attorneys at Law



REC-7 PM 1:49
CLERK OF COURT
COLUMBIA, SC

COPY

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deziree Ross,

Plaintiff,

v.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Defendants.

C/A No. 2015-CP-08-2457

ANWER TO COMPLAINT BY
CHRYSLER CAPITAL, LLC
(Jury Trial Requested)

2015 DEC 17 PM 1:24
CLERK OF COURT
COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Subject to and contingent upon the decision on its contemporaneous Motion to Compel Arbitration, Defendant Chrysler Capital, LLC (Chrysler Capital) hereby answers the Complaint of Plaintiff Deziree Ross as follows. Any allegation not specifically admitted or denied is denied.

FIRST DEFENSE

1. Chrysler Capital lacks information sufficient to form a belief as to the truth or accuracy of the allegations in ¶ 1 of the Complaint, and therefore denies the same.

2. Chrysler Capital admits the allegations in ¶ 2 of the Complaint, upon information and belief.

3. Chrysler Capital admits so much of ¶ 3 of the Complaint as alleges that Chrysler Capital, LLC is a Delaware limited liability company that is registered to do business and does business in South Carolina, including the financing of vehicle purchases from dealerships.

4. Chrysler Capital admits so much of ¶ 4 of the Complaint as alleges that the subject transaction with Hoover took place in Berkeley County, but denies that there were tortious acts committed.

5. The allegations in ¶ 5 of the Complaint constitute legal conclusions requiring no response.

6. Chrysler Capital admits so much of ¶ 6 of the Complaint as alleges that as part of the transaction, Plaintiff represented to Hoover and Chrysler Capital that Plaintiff had a Summerville residential address.

7. Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the allegations in ¶¶ 7–9 of the Complaint, and therefore denies the same.

8. Chrysler Capital denies so much of ¶ 10 of the Complaint as alleges that that Chrysler Capital had access to any database or reports that would have verified Plaintiff's income, but admits that it was able to and did obtain a credit report and score on Plaintiff. Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the remaining allegations in ¶¶ 10, and therefore denies the same.

9. Chrysler Capital admits so much of ¶ 11 of the Complaint as alleges that it received a contract between Plaintiff and Hoover dated June 11, 2015 that was submitted as part of a credit application. Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the remaining allegations in ¶ 11, and therefore denies the same.

10. Chrysler Capital admits the allegations in ¶ 12 of the Complaint, upon information and belief.

11. Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the allegations in ¶ 13 of the Complaint, and therefore denies the same.

12. Chrysler Capital admits so much of ¶ 14 of the Complaint as alleges that Plaintiff was ultimately denied approval for financing on the terms of the original contract, but Chrysler

Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the remaining allegations in ¶ 14, and therefore denies the same.

13. Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the allegations in ¶ 15 of the Complaint, and therefore denies the same.

14. Chrysler Capital admits so much of ¶ 16 of the Complaint as alleges that Plaintiff contacted Chrysler Capital by telephone in July 2015, but Chrysler Capital lacks information sufficient to form a belief or opinion as to the truth or accuracy of the allegations in ¶ 16 that Plaintiff was inquiring about her payment booklet and information or that the amended contract was discussed, and therefore denies the same. Chrysler Capital denies the remaining allegations in ¶ 16.

15. Chrysler Capital denies the allegations in ¶ 17 of the Complaint.

16. Chrysler Capital admits so much of ¶ 18 of the Complaint as alleges that it received an amended contract dated June 30, 2015; that the terms of the contract were different from the terms of the original contract; and that the names of Plaintiff and Karl Roberts are signed on the contract.

17. Chrysler Capital denies the allegations in ¶¶ 19–20 of the Complaint, upon information and belief.

18. Chrysler Capital admits so much of ¶ 21 of the Complaint as alleges that it received a copy of the amended contract as part of the credit application, but denies the remaining allegations in ¶ 18 as worded.

19. Chrysler Capital admits so much of ¶ 22 of the Complaint as alleges that it received another amended contract dated June 30, 2015; that the terms of the contract were different from

the terms of the original contract; and that the names of Plaintiff and Karl Roberts are signed on the contract.

20. Chrysler Capital denies the allegations in ¶¶ 23–24 of the Complaint, upon information and belief.

21. Chrysler Capital admits so much of ¶ 25 of the Complaint as alleges that it received and approved for financing the second amended contract.

22. Chrysler Capital admits so much of ¶ 26 of the Complaint as alleges that it has been made aware of the allegation that Plaintiff did not sign the amended contract.

23. Chrysler Capital denies the allegations in ¶¶ 27–30 of the Complaint.

24. Responding to ¶ 31 of the Complaint, Chrysler Capital restates ¶¶ 1–21 of this Answer.

25. The allegations in ¶ 32 of the Complaint constitute legal conclusions requiring no response.

26. Responding to ¶ 33 of the Complaint, Chrysler Capital states that the provisions of the South Carolina Code speak for themselves.

27. The allegations in ¶¶ 34–39 of the Complaint are not directed at Chrysler Capital, and therefore no response is required. To the extent that a response is required, Chrysler Capital denies the allegations.

28. Responding to ¶ 40 of the Complaint, Chrysler Capital restates ¶¶ 1–25 of this Answer.

29. The allegations in ¶ 41 of the Complaint constitute legal conclusions requiring no response.

30. Chrysler Capital denies the allegations in ¶¶ 42–45 of the Complaint.

31. Responding to ¶ 46 of the Complaint, Chrysler Capital restates ¶¶ 1–28 of this Answer.
32. Chrysler Capital denies the allegations in ¶¶ 47–52 of the Complaint.
33. Responding to ¶ 53 of the Complaint, Chrysler Capital restates ¶¶ 1–30 of this Answer.
34. Chrysler Capital denies the allegations in ¶¶ 54–58 of the Complaint.
35. Responding to ¶ 59 of the Complaint, Chrysler Capital restates ¶¶ 1–32 of this Answer.
36. Chrysler Capital denies the allegations in ¶ 60 of the Complaint.
37. The allegations in ¶ 61 of the Complaint, including subparagraphs, constitute conclusions of law requiring no response. To the extent that a response is required, Chrysler Capital denies the allegations.
38. Chrysler Capital denies the allegations in ¶¶ 62–63 of the Complaint.
39. Responding to ¶ 64 of the Complaint, Chrysler Capital restates ¶¶ 1–36 of this Answer.
40. The allegations in ¶ 65 of the Complaint constitute conclusions of law requiring no response. To the extent that a response is required, Chrysler Capital denies the allegations.
41. The allegations in ¶¶ 65–70 of the Complaint are not directed at Chrysler Capital, and therefore no response is required. To the extent that a response is required, Chrysler Capital denies the allegations.
42. Responding to ¶ 71 of the Complaint, Chrysler Capital restates ¶¶ 1–39 of this Answer.

43. The allegations in ¶¶ 72–75 of the Complaint are not directed at Chrysler Capital, and therefore no response is required. To the extent that a response is required, Chrysler Capital denies the allegations.

44. Responding to ¶ 76 of the Complaint, Chrysler Capital restates ¶¶ 1–41 of this Answer.

45. Chrysler Capital denies the allegations in ¶¶ 77–79 of the Complaint.

46. Responding to the Prayer for Relief in the Complaint, Chrysler Capital denies that Plaintiff is entitled to any relief of any kind.

SECOND DEFENSE
(Comparative Negligence)

47. Plaintiff's claim is barred to the extent, if any, that any injury was due to her own comparative negligence.

THIRD DEFENSE
(Failure to Mitigate)

48. Plaintiff is barred from relief in whole or in part to the extent that she failed to mitigate her damages.

FOURTH DEFENSE
(Punitive Damages Unconstitutional)

49. An award of punitive damages would violate both the United States and South Carolina Constitutions.

FIFTH DEFENSE
(Third-Party Liability)

50. Any damages suffered by Plaintiff were solely caused by the acts of third parties over which Chrysler Capital had no control, and therefore Chrysler Capital may not be held liable in whole or in part.

SIXTH DEFENSE
(Joint and Several Liability)

51. If Chrysler Capital is at fault, which Chrysler Capital denies, Chrysler Capital is less than 50% at fault and not subject to joint and several liability pursuant to South Carolina Code section 15-38-10.

SEVENTH DEFENSE
(Rule 12(b)(6), SCRPC)

52. Plaintiff has failed to set forth facts sufficient to constitute a claim for non-economic damages, including but not limited to inconvenience, embarrassment, and humiliation, and therefore her claim for non-economic damages must be dismissed pursuant to Rule 12(b)(6), SCRPC.

EIGHTH DEFENSE
(Arbitration)

53. This court lacked subject matter jurisdiction over the causes of action because the parties entered into a binding agreement to resolve this dispute through arbitration.

NINTH DEFENSE
(No Special Relationship)

54. There is no relationship of trust or confidence sufficient to support a claim for constructive fraud.

TENTH DEFENSE
(Waiver and Estoppel)

55. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

WHEREFORE, having fully answered Plaintiff's Complaint, Chrysler Capital prays that the same be dismissed with costs assessed against Plaintiff, and for such other and further relief as this court deems just and proper.

SIGNATURE BLOCK FOLLOWS ON PAGE 8

Respectfully submitted,



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cwalker@walkerreibold.net
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December 3, 2015

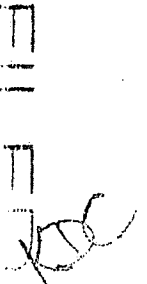
ATTORNEYS FOR CHRYSLER CAPITAL, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of
the foregoing document has been served upon all
Counsel by mailing a copy properly
addressed and with sufficient postage affixed thereto
this 15th day of Dec, 2015
Chase Chase
Walker & Reibold, Attorneys at Law

BROWN
DIRECT

7 PM 1:26





- CHARLESTON Mitsubishi
- SUMMERVILLE Dodge Chrysler Jeep Ram
- MONCK'S CORNER Chrysler Jeep Dodge Ram
- SUMMERVILLE Car and Truck Center

ARBITRATION AGREEMENT

Buyer/lessee acknowledges and agrees that the vehicle purchased or leased herein has traveled in interstate commerce. Buyer/lessee thus acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are involved in, affect, or have a direct impact upon interstate commerce.

Buyer/lessee and dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between them concerning any of the negotiations leading to the sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing, purchase of insurance, purchase of extended warranties or service contracts, the performance or condition of the vehicle, or any other aspect of the vehicle and its sale, lease or financing shall be settled by binding arbitration conducted pursuant to the provisions of 9 U.S.C. Section 1 et. seq. And according to the Commercial Rules of the American Arbitration Association. Without limiting the generality of the foregoing, it is the intention of the buyer/lessee and the dealer to resolve by binding arbitration all disputes between them concerning the vehicle, its sale, lease or financing, and its condition, including disputes concerning the terms and conditions of the sale, lease or financing, the condition of the vehicle, any damage to the vehicle, the terms and meaning of any of the documents signed or given in connection with the sale, lease or financing, any representations, promises or omissions made in connection with the negotiations for the sale, lease, or financing of the vehicle, or any terms, conditions, or representations made in connection with the financing, credit life insurance, disability insurance, and extended warranty or service contract purchased or obtained in connection with the vehicle.

Either party may demand arbitration by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter in controversy. A copy of the demand for arbitration shall simultaneously be served upon the other party. The buyer/lessee and the dealer agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where the dealer's facility is located.

Vehicle Description 2015 JEEP PATRIOT SPORT FWD

Vehicle Identification Number 1C4NJPB88FD314341

Seller/Lessor HOOVER AUTOMOTIVE LLC

Authorized Signature

Buyer(s)/Lessee(s) DEZNEE LYNN ROSS

Buyer(s)/Lessee(s) Address 340 HOLIDAY DR #425
SUMMERVILLE SC 29483

Buyer(s)/Lessee(s) Signature(s) Deznee Ross

Date: 06/11/2015



CHARLESTON
763-0040



SUMMERVILLE
Chrysler - Dodge
Jeep - Ram Trucks
873-1114

RETAIL BUYERS ORDER



MONCK'S CORNER
Chrysler - Dodge
Jeep - Ram Trucks
761-8053 • 577-0321

**HOOVER
THE MOVER**

Car and Truck
Center

SUMMERVILLE
871-8791

BUYER'S NAME DEZIREE TYNEN ROSS DATE JUNE 11 2015

STREET ADDRESS 340 HOLIDAY DR #425 E-MAIL _____ CELL PHONE _____

CITY, COUNTY, STATE, ZIP SUMMERVILLE SC 29483 R. PHONE (854) 813-7873 B. PHONE _____

YEAR <u>2015</u>	MAKE <u>JEEP</u>	MODEL OR SERIES <u>PATRIOT</u>	SPORT TYPE <u>FWD</u>	EXTERIOR COLOR <u>SILVER</u>	TRIM
MVI OR SERIAL NO. <u>1C4NJPB80FD314341</u>			STOCK NO. <u>5P839</u>		MILEAGE <u>15</u>

NOTE: WORK IS DONE BY APPOINTMENT ONLY DUE BILL WORK PROMISED TO BE PERFORMED AT TIME OF SALE NONE ////////////////////////////////////// //////////////////////////////////// //////////////////////////////////// Signature _____	RETAIL PRICE	25800.00	
	ADDED DEALER INSTALLED ITEMS	N/A	
	The service contract and/or accessory that you've purchased is not of Chrysler Corp. and is not warranted or backed by Chrysler Corp. and of Mitsubishi Motors.		
	CRA Dealer Services include Discount coupons and services valued at over \$600, preferred customer card, accident report forms, credit card care program, trip planning service, 25 point safety inspection, and notary service. CRA Dealer Services is offered to our customers as an added value and may be purchased at the customers discretion.		
Closing Fee includes: Notary, Postage and Mailing where applicable, Tracing, Phone Calls, Contract Preparation, Handling of Title Papers, Runner Service, etc.		CLOSING FEE	\$189.50

NOTE: ABOVE WORK TO BE PERFORMED FREE OF CHARGE, ANY ADDITIONAL WORK WILL BE AN EXTRA CHARGE	TOTAL	25989.50
DUE TO INSURANCE REGULATIONS - NO LOANER CARS AVAILABLE	LESS TRADE	19500.00
SIGNED: SALESMAN _____	TOTAL TAXABLE PRICE	6489.50
SIGNED: CUSTOMER X <u>Deziree Ross</u>	SC SALES TAX	300.00
	LIC. TRANSFER - NEW	59.00
	PAY OFF AMOUNT DUE ON TRADE IN	19200.00

DESCRIPTION OF TRADE IN				TOTAL CASH PRICE	26048.50
YEAR <u>2014</u>	MAKE <u>FORD</u>	MODEL <u>FOCUS</u>	TYPE <u>4DR SDN SE</u>	COLOR <u>SE</u>	FACTORY REBATE
MVI SERIAL NUMBER <u>25EL386983</u>			STOCK NO. <u>39A</u>		LESS CASH ON DEPOSIT
MILEAGE <u>20737</u>			ACCOUNT # _____		LESS CASH DUE ON DELIVERY
LIENHOLDER <u>FORD CREDIT</u>				UNPAID BALANCE	21548.50
ADDRESS <u>PO BOX 790119</u>				WARRANTY	2200.00
QUOTED BY <u>NEWMAN</u>				AMOUNT FINANCED	23748.50

NOTICE: PAYOFF SUBJECT TO FINAL VERIFICATION, ANY OVERAGE WILL BE REFUNDED TO CUSTOMER, ANY SHORTAGE WILL BE PAID BY CUSTOMER	SALESMAN <u>MARCUS JOHNSON</u>
X <u>Deziree Ross</u>	MANAGEMENT'S APPROVAL <u>D</u>

INSURANCE RECORD		DISCLAIMER: With respect to the vehicle which is the subject of this agreement, Dealer expressly disclaims all implied warranties, to include the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Dealer makes no express warranty except as otherwise stated herein. CONTRACTUAL DISCLOSURE STATEMENT The information you see on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provision on the contract of sale. NOTICE Under 56-15-40 SC Code the Purchaser is not required to purchase special features, appliance, equipment parts or accessories not desired or requested by purchaser.
Company <u>USAA</u>	BUYER SIGNS X <u>Deziree Ross</u>	
Pol. No. <u>022190436C71050</u>	CONTRACT SUBJECT TO CREDIT APPROVAL	
Effective Dates <u>02/25/15 02/25/16</u>		
Agency / Agent <u>9800 FREDERICKSPARK RD (800) 531-8722</u>		

NOTICE TO THE BUYER: Do not sign this order before you read it or if it contains any blank space. You are entitled to an exact copy of the order before you sign. BUYER ACKNOWLEDGES he has read and received a completed copy of this order compromising the entire agreement affecting this purchase, and that this order is subject to Buyers satisfactory credit rating. BUYER CERTIFIES he/she is of legal age to execute binding contracts of this State, and no credit has been extended except as it appears above.

Order Number _____ Contract Number _____

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Greater (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract:

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The rate of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment of \$4,000.00
24.22 %	\$ 23786.00	\$ 24548.50	\$ 48334.50	\$ 53136.50

Insurance: How may the physical damage insurer be held responsible (see below) from anyone you choose who is acceptable to us. Is any other person or person offering insurance through us holding you covered or offering you that is acceptable to us? We are not making any other arrangements to offer coverage to the insured. If you are not a policyholder, we are not making any other arrangements to offer coverage to the insured. If any insurance is offered by the policyholder, we are not making any other arrangements to offer coverage to the insured. The insurance policyholder will be responsible for the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance
☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
 Premium
 Credit Life \$ _____ N/A
 Credit Disability \$ _____ N/A
 Insurance Company Name _____
 N/A
 Home Office Address _____
 N/A

Late Charge: If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$7.26. This charge will not exceed \$18.00. If you bought the vehicle primarily for personal, family, or household use, we may charge a maximum of a minimum late charge after default amounts as allowed by S.C. Code Ann. 37-1-101 of the South Carolina Consumer Protection Code. Prepayment: If you pay off all your debt early, we will not have to pay a penalty. Security Interest: You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information regarding information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you purchase this insurance, the cost is shown in Item 5 of the back of your Account Financial Card. The insurance is based on your age and credit history. The interest rate you pay per year on all debt on this account if you make late payments. Credit disability insurance does not cover any increase in your payments due to the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a 60-day term for the insurance is shown on any

ESTIMATION OF AMOUNTS FREQUENTLY USED			
1. Cash on Hand	2. 2004 Gross Pay	3. 2004 Net Pay	4. 2004 Gross Pay
1. Cash on Hand	2. 2004 Gross Pay	3. 2004 Net Pay	4. 2004 Gross Pay
5. 2004 Gross Pay	6. 2004 Net Pay	7. 2004 Gross Pay	8. 2004 Net Pay
9. 2004 Gross Pay	10. 2004 Net Pay	11. 2004 Gross Pay	12. 2004 Net Pay
13. 2004 Gross Pay	14. 2004 Net Pay	15. 2004 Gross Pay	16. 2004 Net Pay
17. 2004 Gross Pay	18. 2004 Net Pay	19. 2004 Gross Pay	20. 2004 Net Pay
21. 2004 Gross Pay	22. 2004 Net Pay	23. 2004 Gross Pay	24. 2004 Net Pay
25. 2004 Gross Pay	26. 2004 Net Pay	27. 2004 Gross Pay	28. 2004 Net Pay
29. 2004 Gross Pay	30. 2004 Net Pay	31. 2004 Gross Pay	32. 2004 Net Pay
33. 2004 Gross Pay	34. 2004 Net Pay	35. 2004 Gross Pay	36. 2004 Net Pay
37. 2004 Gross Pay	38. 2004 Net Pay	39. 2004 Gross Pay	40. 2004 Net Pay
41. 2004 Gross Pay	42. 2004 Net Pay	43. 2004 Gross Pay	44. 2004 Net Pay
45. 2004 Gross Pay	46. 2004 Net Pay	47. 2004 Gross Pay	48. 2004 Net Pay
49. 2004 Gross Pay	50. 2004 Net Pay	51. 2004 Gross Pay	52. 2004 Net Pay
53. 2004 Gross Pay	54. 2004 Net Pay	55. 2004 Gross Pay	56. 2004 Net Pay
57. 2004 Gross Pay	58. 2004 Net Pay	59. 2004 Gross Pay	60. 2004 Net Pay
61. 2004 Gross Pay	62. 2004 Net Pay	63. 2004 Gross Pay	64. 2004 Net Pay
65. 2004 Gross Pay	66. 2004 Net Pay	67. 2004 Gross Pay	68. 2004 Net Pay
69. 2004 Gross Pay	70. 2004 Net Pay	71. 2004 Gross Pay	72. 2004 Net Pay
73. 2004 Gross Pay	74. 2004 Net Pay	75. 2004 Gross Pay	76. 2004 Net Pay
77. 2004 Gross Pay	78. 2004 Net Pay	79. 2004 Gross Pay	80. 2004 Net Pay
81. 2004 Gross Pay	82. 2004 Net Pay	83. 2004 Gross Pay	84. 2004 Net Pay
85. 2004 Gross Pay	86. 2004 Net Pay	87. 2004 Gross Pay	88. 2004 Net Pay
89. 2004 Gross Pay	90. 2004 Net Pay	91. 2004 Gross Pay	92. 2004 Net Pay
93. 2004 Gross Pay	94. 2004 Net Pay	95. 2004 Gross Pay	96. 2004 Net Pay
97. 2004 Gross Pay	98. 2004 Net Pay	99. 2004 Gross Pay	100. 2004 Net Pay

Other Optional Insurance

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A
Insurance Company Name N/A
Home Office Address N/A

Other optional insurance is not required to obtain credit.
Your decision on X/N/A may affect other optional insurance
and will be a factor in the credit approval process. It will
not be provided unless you sign and agree to pay the
extra cost.

I want the optional credit insurance and other insurance
checked above.

<u>X/N/A</u>	<u>N/A</u>
Buyer Signature	Date
<u>X/N/A</u>	<u>N/A</u>
Co-Buyer Signature	Date

☐ If the amount of the optional credit
insurance is less than the term of this
contract, as described above.

<u>X/N/A</u>	<u>N/A</u>
Buyer Signature	Date

THIS INSURANCE DOES NOT INCLUDE
INSURANCE ON YOUR LIABILITY FOR
BODILY INJURY OR PROPERTY DAMAGE.

Returned Check Charge: You agree to pay a charge of \$33.00 if any check you cash is returned.

OPTION: ☒ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A. Yes ☒ No ☐ SELLER'S INITIALS N/A

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
If a payment is not received in full within 15 days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is due, whichever is less.

☐ If this box is not checked, the late charge in the "Fiduciary Truth in Lending Disclosures" suit applies.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (addon, lease, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Annual Finance. The coverage is for the initial term of the contract.

OPTIONAL GAP CONTRACT. A gap contract (also known as a contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the sales charge. If you choose to buy a gap contract, the charge is shown in Item 4 of the Verification of Actual Finance. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 75 TAXA ZURICH Name of Gap Contract

I want to buy a gas pump
Buyer Signs X Reymee Ross

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

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

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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

Buyer Signs x Bezzie Rove Date 8/11/15 Co-Buyer Signs XI/A Date 8/11/15
 Co-Buyer and Other Names — A co-buyer is a person who is responsible for paying the entire debt. An other name is a person whose name is on the title to the vehicle but does not have to pay the debt. The other name agrees to the security interest in the vehicle owned to us in this contract.

Other names please state XH/A Address H/A
 Seller HOOVER AUTOMOTIVE LLC Date 05/11/15 By X D for FI

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

☐ Assigned with recourse ☒ Assigned with limited recourse ☐ Assigned with no recourse

Seller: HOOPER AUTOMOTIVE LLC By: [Signature] Title: VP

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may refinance a balloon payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you own under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract; except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be .15% of the amount you owe. You will also pay the reasonable expenses we incur in realizing on our security interest as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION OF SOUTH CAROLINA (SC CODE 15-48-10)



CHARLESTON
763-0040



SUMMERVILLE
Chrysler - Dodge
Jeep - Ram Trucks
873-1114



MONCK'S CORNER
Chrysler - Dodge
Jeep - Ram Trucks
761-8053 • 577-0321

**HOOVER
THE MOVER**
Car and Truck
Center
SUMMERVILLE
871-8791

BUYER'S NAME DEZIREE TYNEN ROSS DATE JUNE 30 2015
STREET ADDRESS 340 HOLIDAY DR #425 E-MAIL _____ CELL PHONE _____
CITY, COUNTY, STATE, ZIP SUMMERVILLE SC 29483 R. PHONE (254) 813-7873 B. PHONE _____

YEAR	2015	MAKE	JEEP	MODEL OR SERIES	PATRIOT	BODY TYPE	SPORT FWD	COLOR	BILLET SILVER	TRIM	
MI/VR SERIAL NO.	1C4NJPB80FD314341					STOCK NO.	5P839		MILEAGE	15	

NOTE: WORK IS DONE BY APPOINTMENT ONLY DUE BILL WORK PROMISED TO BE PERFORMED AT TIME OF SALE	RETAIL PRICE	25800.00
	ADDED DEALER-INSTALLED ITEMS	N/A
NONE //////////////////////////////////////		
////////////////////////////////////	The service contract and/or accessory that you've purchased is not of Chrysler Corp. and or Mitsubishi Motors and is not warranted or backed by Chrysler Corp. and of Mitsubishi Motors.	
////////////////////////////////////	Signature _____	

CRA Dealer Services include Discount coupons and services valued at over \$600, preferred customer card, accident report forms, credit card care program, trip planning service, 25 point safety inspection, and notary service. CRA Dealer Services is offered to our customers as an added value and may be purchased at the customers discretion		N/A
Closing Fee includes: Notary, Postage and Mailing where applicable, Tracing, Phone Calls, Contract Preparation, Handling of Title Papers, Runner Service, etc.	CLOSING FEE	\$189.50

NOTE: ABOVE WORK TO BE PERFORMED FREE OF CHARGE, ANY ADDITIONAL WORK WILL BE AN EXTRA CHARGE	TOTAL	25989.50
	LESS TRADE	21188.07

DUE TO INSURANCE REGULATIONS - NO LOANER CARS AVAILABLE	TOTAL TAXABLE PRICE	4801.43
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SIGNED: SALESMAN _____	SC SALES TAX	240.07
SIGNED: CUSTOMER X <u>Deziree Ross</u>	LIC. TRANSFER - NEW	59.00

	PAY OFF AMOUNT DUE ON TRADE IN	19200.00
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DESCRIPTION OF TRADE IN	TOTAL CASH PRICE	24300.50
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YEAR 14 MAKE FORD MODEL FOCUS TYPE 4DR SDN SE COLOR	FACTORY REBATE	LESS CASH ON DEPOSIT	3750.00
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MI/VR SERIAL NO. 1FADP3F25EL386983 STOCK NO. 5P839A	LESS CASH DUE ON DELIVERY	750.00
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MILEAGE 20737 ACCOUNT #	UNPAID BALANCE	19800.50
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LIENHOLDER FORD CREDIT	WARRANTY	2200.00
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ADDRESS PO BOX 790119	AMOUNT FINANCED	22000.50
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QUOTED BY 19200.00 GOOD UNTIL		
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NOTICE: PAYOFF SUBJECT TO FINAL VERIFICATION, ANY OVERAGE WILL BE REFUNDED TO CUSTOMER, ANY SHORTAGE WILL BE PAID BY CUSTOMER	SALESMAN HOUSE DEAL HOUSE DEA	
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X <u>Deziree Ross</u>	MANAGEMENT'S APPROVAL <u>[Signature]</u>	
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INSURANCE RECORD	This order is not valid unless signed and accepted by the management.	
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Company USAA	DISCLAIMER: With respect to the vehicle which is the subject of this agreement, Dealer expressly disclaims all implied warranties, to include the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Dealer makes no express warranty except as otherwise stated herein.	
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Pol. No. 022190436C71050	CONTRACTUAL DISCLOSURE STATEMENT	
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Effective Dates 02/25/15 02/25/16	The information you see on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provision on the contract of sale.	
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Agency / Agent USAA	NOTICE	
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Agency Address 9800 FREDERICKSPARK RD (800) 531-8722	Under 56-15-40 SC Code the Purchaser is not required to purchase special features, appliance, equipment parts or accessories not desired or requested by purchaser.	
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Agency Address SAN ANTONIO TX 76288 Phone	BUYER SIGNS X <u>Deziree Ross</u>	CONTRACT SUBJECT TO CREDIT APPROVAL
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NOTICE TO THE BUYER: Do not sign this order before you read it or if it contains any blank space. You are entitled to an exact copy of the order before you sign. BUYER ACKNOWLEDGES he has read and received a completed copy of this order compromising the entire agreement affecting this purchase, and that this order is subject to Buyers satisfactory credit rating. BUYER CERTIFIES he/she is of legal age to execute binding contracts of this State, and no credit has been extended except as it appears above.

Order Number _____ Contract Number _____

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The annual rate of your credit as a yearly rate	FINANCE CHARGE The dollar amount of the credit cost over your	Amount Financed The amount of credit brought to you on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
24.22 %	22392.25	\$ 26820.50	\$ 44892.75	\$ 51368.82

[illegible]

insurance. You may try to physical therapy insurance this contact with your doctor from anyone you or those who is acceptable to use. Finally, this would be the place to change insurance through the existing policy, either if you are not acceptable to use the policy itself, or if you are not acceptable to use the policy itself.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both

Premium: _____

Credit Life \$ _____ N/A

Credit Disability \$ _____ N/A

Insurance Company Name _____

_____ N/A

Home Check Address _____

_____ N/A

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. Your determination to not buy credit life insurance and credit disability insurance is not a factor in the credit approval process. If you choose not to purchase the credit insurance, the Annual Percentage Amount (APR) for the credit insurance is based on your original payment schedule. This insurance can be paid at any time in the contract. If you make late payments, you may be charged a late fee. Late fees will not cover your credit insurance. If you pay credit life insurance, you will not pay for credit life insurance and credit disability insurance. If you do not pay for credit life insurance and credit disability insurance, you will pay for credit life insurance and credit disability insurance. If you do not pay for credit life insurance and credit disability insurance, you will pay for credit life insurance and credit disability insurance. If you do not pay for credit life insurance and credit disability insurance, you will pay for credit life insurance and credit disability insurance.

Other Optional Insurance

☐ N/A N/A
 Type of Insurance Term

Premium \$ N/A
 Insurance Company Name N/A

Home Office Address N/A

☐ N/A N/A
 Type of Insurance Term

Premium \$ N/A
 Insurance Company Name N/A

City Address N/A

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

☒ I agree to the optional credit insurance and other insurance covered above

☒ N/A	N/A
Buyer Signature	Date
☒ N/A	N/A
Co-Buyer Signature	Date

☐ IF CHECKED, THE TERM OF OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.

☒ N/A	N/A
Buyer Signature	Date

**THIS INSURANCE DOES NOT INCLUDE
INSURANCE ON YOUR LIABILITY FOR
BODILY INJURY OR PROPERTY DAMAGE.**

Refined Choice Charge: You agree to pay a charge of \$30.00 if any work you give us is disapproved.

0/PAYEE: ☐ You pay no source charge if the Annual Interest Rate is 12% or below N/A Yes N/A SELLER'S INITIALS N/A

☐ If this box is checked, the following late charge applies to vehicle purchases primarily for business or agricultural use.
If a payment is not received in full within N/A days after it is due, you will pay a late charge of N/A or N/A % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth in Lending Disclosures" still applies.

☒ **VENDOR'S SINGLE INTEREST INSURANCE (VSI) insurance:** If the preceding box is checked, the Creditor requires VSI Insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (title, lien, theft). VSI insurance is to be the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI is obtained. If you elect to purchase VSI Insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Illustration of Annual Finance. The coverage is for the initial term of the contract.

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

I want to buy a gap connect.
Buyer Says I Digital Road

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

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

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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

Buyer Signs Devin Hesse Date 06/30/15 Co-Buyer Signs N/A Date N/A
 Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Owner: CHRYSLER ^{N/A}
 Make: HOOVER ^{N/A}
 Date: 05/30/15 By: X ^{N/A} D ^{N/A} PS

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

☐ Assigned with recourse
HOOVER AUTOMOTIVE LLC

☒ Assigned without recourse
CHRYSLER CAPITAL

☐ Assigned with limited recourse

[illegible]

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Charges may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest
You give us a security interest in:
 - The vehicle and all parts or goods put on it,
 - All money or goods received (proceeds) for the vehicle,
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay the reasonable expenses we incur in realizing on our security interest as the law allows.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Dealer Number _____ Contract Number _____

Buyer Name and Address DEBBIE LYNN ROSS 340 HOLIDAY DR #425 SUMMERVILLE SC 29483	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller/Dealer Name and Address HOOVER AUTOMOTIVE LLC 195 HARRY HEADR DR SUMMERVILLE SC 29483
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Seller/Dealer (hereinafter "us" or "us") in the contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2015	JEEP PATRIOT	1C4NJPBB8FD314341	☐ Personal, Family, or Household unless otherwise indicated below ☐ Business ☐ Agriculture ☐ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
19.52 %	\$ 17,155.00	\$ 22,800.50	\$ 39,955.50	\$ 46,443.57
The rate is the annual percentage rate (APR) for the loan. It is the cost of borrowing money, expressed as a percentage of the amount borrowed. It includes the finance charge and the interest charge.				

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
75	532.74	Monthly beginning 08/14/2015
N/A	N/A	N/A

Late Charge: If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the past due payment plus one, with a minimum charge of \$2.00. The charge will not exceed \$18.00 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as defined by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.

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

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

REMITTANCE OF AMOUNT FINANCED

1. Cash Price (including \$ 248.07 sales tax and \$ 189.50 closing fee) \$ 26,229.57 (1)

2. Total Downpayment \$ 2,118.07

3. Total Cash Price (1 minus 2) \$ 24,111.50

4. Other Charges (including amounts paid to others on your behalf) \$ 1,974.11 (3)

5. Amount Financed (3 minus 4) \$ 22,800.50 (4)

6. Finance Charge (see APR) \$ 17,155.00 (5)

7. Total of Payments (4 plus 5) \$ 39,955.50 (6)

8. Total Sale Price (6 plus 2) \$ 46,443.57 (7)

9. Amount Financed (4) \$ 22,800.50 (8)

10. Finance Charge (5) \$ 17,155.00 (9)

11. Total of Payments (6) \$ 39,955.50 (10)

12. Total Sale Price (7) \$ 46,443.57 (11)

13. Amount Financed (8) \$ 22,800.50 (12)

14. Finance Charge (9) \$ 17,155.00 (13)

15. Total of Payments (10) \$ 39,955.50 (14)

16. Total Sale Price (11) \$ 46,443.57 (15)

17. Amount Financed (12) \$ 22,800.50 (16)

18. Finance Charge (13) \$ 17,155.00 (17)

19. Total of Payments (14) \$ 39,955.50 (18)

20. Total Sale Price (15) \$ 46,443.57 (19)

21. Amount Financed (16) \$ 22,800.50 (20)

22. Finance Charge (17) \$ 17,155.00 (21)

23. Total of Payments (18) \$ 39,955.50 (22)

24. Total Sale Price (19) \$ 46,443.57 (23)

25. Amount Financed (20) \$ 22,800.50 (24)

26. Finance Charge (21) \$ 17,155.00 (25)

27. Total of Payments (22) \$ 39,955.50 (26)

28. Total Sale Price (23) \$ 46,443.57 (27)

29. Amount Financed (24) \$ 22,800.50 (28)

30. Finance Charge (25) \$ 17,155.00 (29)

31. Total of Payments (26) \$ 39,955.50 (30)

32. Total Sale Price (27) \$ 46,443.57 (31)

33. Amount Financed (28) \$ 22,800.50 (32)

34. Finance Charge (29) \$ 17,155.00 (33)

35. Total of Payments (30) \$ 39,955.50 (34)

36. Total Sale Price (31) \$ 46,443.57 (35)

37. Amount Financed (32) \$ 22,800.50 (36)

38. Finance Charge (33) \$ 17,155.00 (37)

39. Total of Payments (34) \$ 39,955.50 (38)

40. Total Sale Price (35) \$ 46,443.57 (39)

41. Amount Financed (36) \$ 22,800.50 (40)

42. Finance Charge (37) \$ 17,155.00 (41)

43. Total of Payments (38) \$ 39,955.50 (42)

44. Total Sale Price (39) \$ 46,443.57 (43)

45. Amount Financed (40) \$ 22,800.50 (44)

46. Finance Charge (41) \$ 17,155.00 (45)

47. Total of Payments (42) \$ 39,955.50 (46)

48. Total Sale Price (43) \$ 46,443.57 (47)

49. Amount Financed (44) \$ 22,800.50 (48)

50. Finance Charge (45) \$ 17,155.00 (49)

51. Total of Payments (46) \$ 39,955.50 (50)

52. Total Sale Price (47) \$ 46,443.57 (51)

53. Amount Financed (48) \$ 22,800.50 (52)

54. Finance Charge (49) \$ 17,155.00 (53)

55. Total of Payments (50) \$ 39,955.50 (54)

56. Total Sale Price (51) \$ 46,443.57 (55)

57. Amount Financed (52) \$ 22,800.50 (56)

58. Finance Charge (53) \$ 17,155.00 (57)

59. Total of Payments (54) \$ 39,955.50 (58)

60. Total Sale Price (55) \$ 46,443.57 (59)

61. Amount Financed (56) \$ 22,800.50 (60)

62. Finance Charge (57) \$ 17,155.00 (61)

63. Total of Payments (58) \$ 39,955.50 (62)

64. Total Sale Price (59) \$ 46,443.57 (63)

65. Amount Financed (60) \$ 22,800.50 (64)

66. Finance Charge (61) \$ 17,155.00 (65)

67. Total of Payments (62) \$ 39,955.50 (66)

68. Total Sale Price (63) \$ 46,443.57 (67)

69. Amount Financed (64) \$ 22,800.50 (68)

70. Finance Charge (65) \$ 17,155.00 (69)

71. Total of Payments (66) \$ 39,955.50 (70)

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74. Finance Charge (69) \$ 17,155.00 (73)

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76. Total Sale Price (71) \$ 46,443.57 (75)

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80. Total Sale Price (75) \$ 46,443.57 (79)

81. Amount Financed (76) \$ 22,800.50 (80)

82. Finance Charge (77) \$ 17,155.00 (81)

83. Total of Payments (78) \$ 39,955.50 (82)

84. Total Sale Price (79) \$ 46,443.57 (83)

85. Amount Financed (80) \$ 22,800.50 (84)

86. Finance Charge (81) \$ 17,155.00 (85)

87. Total of Payments (82) \$ 39,955.50 (86)

88. Total Sale Price (83) \$ 46,443.57 (87)

89. Amount Financed (84) \$ 22,800.50 (88)

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97. Amount Financed (92) \$ 22,800.50 (96)

98. Finance Charge (93) \$ 17,155.00 (97)

99. Total of Payments (94) \$ 39,955.50 (98)

100. Total Sale Price (95) \$ 46,443.57 (99)

101. Amount Financed (96) \$ 22,800.50 (100)

102. Finance Charge (97) \$ 17,155.00 (101)

103. Total of Payments (98) \$ 39,955.50 (102)

104. Total Sale Price (99) \$ 46,443.57 (103)

105. Amount Financed (100) \$ 22,800.50 (104)

106. Finance Charge (101) \$ 17,155.00 (105)

107. Total of Payments (102) \$ 39,955.50 (106)

108. Total Sale Price (103) \$ 46,443.57 (107)

109. Amount Financed (104) \$ 22,800.50 (108)

110. Finance Charge (105) \$ 17,155.00 (109)

111. Total of Payments (106) \$ 39,955.50 (110)

112. Total Sale Price (107) \$ 46,443.57 (111)

113. Amount Financed (108) \$ 22,800.50 (112)

114. Finance Charge (109) \$ 17,155.00 (113)

115. Total of Payments (108) \$ 39,955.50 (114)

116. Total Sale Price (109) \$ 46,443.57 (115)

117. Amount Financed (110) \$ 22,800.50 (116)

118. Finance Charge (111) \$ 17,155.00 (117)

119. Total of Payments (110) \$ 39,955.50 (118)

120. Total Sale Price (111) \$ 46,443.57 (119)

121. Amount Financed (112) \$ 22,800.50 (120)

122. Finance Charge (113) \$ 17,155.00 (121)

123. Total of Payments (112) \$ 39,955.50 (122)

124. Total Sale Price (113) \$ 46,443.57 (123)

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126. Finance Charge (115) \$ 17,155.00 (125)

127. Total of Payments (114) \$ 39,955.50 (126)

128. Total Sale Price (115) \$ 46,443.57 (127)

129. Amount Financed (116) \$ 22,800.50 (128)

130. Finance Charge (117) \$ 17,155.00 (129)

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132. Total Sale Price (117) \$ 46,443.57 (131)

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134. Finance Charge (119) \$ 17,155.00 (133)

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148. Total Sale Price (125) \$ 46,443.57 (147)

149. Amount Financed (126) \$ 22,800.50 (148)

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203. Total of Payments (152) \$ 39,955.50 (202)

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205. Amount Financed (154) \$ 22,800.50 (204)

206. Finance Charge (155) \$ 17,155.00 (205)

207. Total of Payments (154) \$ 39,955.50 (206)

208. Total Sale Price (155) \$ 46,443.57 (207)

209. Amount Financed (156) \$ 22,800.50 (208)

210. Finance Charge (157) \$ 17,155.00 (209)

211. Total of Payments (156) \$ 39,955.50 (210)

212. Total Sale Price (157) \$ 46,443.57 (211)

213. Amount Financed (158) \$ 22,800.50 (212)

214. Finance Charge (159) \$ 17,155.00 (213)

215. Total of Payments (158) \$ 39,955.50 (214)

216. Total Sale Price (159) \$ 46,443.57 (215)

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226. Finance Charge (165) \$ 17,155.00 (225)

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228. Total Sale Price (165) \$ 46,443.57 (227)

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230. Finance Charge (167) \$ 17,155.00 (229)

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238. Finance Charge (171) \$ 17,155.00 (237)

239. Total of Payments (170) \$ 39,955.50 (238)

240. Total Sale Price (171) \$ 46,443.57 (239)

241. Amount Financed (172) \$ 22,800.50 (240)

242. Finance Charge (173) \$ 17,155.00 (241)

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244. Total Sale Price (173) \$ 46,443.57 (243)

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246. Finance Charge (175) \$ 17,155.00 (245)

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249. Amount Financed (176) \$ 22,800.50 (248)

250. Finance Charge (177) \$ 17,155.00 (249)

251. Total of Payments (176) \$ 39,955.50 (250)

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253. Amount Financed (178) \$ 22,800.50 (252)

254. Finance Charge (179) \$ 17,155.00 (253)

255. Total of Payments (178) \$ 39,955.50 (254)

256. Total Sale Price (179) \$ 46,443.57 (255)

257. Amount Financed (180) \$ 22,800.50 (256)

258. Finance Charge (181) \$ 17,155.00 (257)

259. Total of Payments (180) \$ 39,955.50 (258)

260. Total Sale Price (181) \$ 46,443.57 (259)

261. Amount Financed (182) \$ 22,800.50 (260)

262. Finance Charge (183) \$ 17,155.00 (261)

263. Total of Payments (182) \$ 39,955.50 (262)

264. Total Sale Price (183) \$ 46,443.57 (263)

265. Amount Financed (184) \$ 22,800.50 (264)

266. Finance Charge (185) \$ 17,155.00 (265)

267. Total of Payments (184) \$ 39,955.50 (266)

268. Total Sale Price (185) \$ 46,443.57 (267)

269. Amount Financed (186) \$ 22,800.50 (268)

270. Finance Charge (187) \$ 17,155.00 (269)

271. Total of Payments (186) \$ 39,955.50 (270)

272. Total Sale Price (187) \$ 46,443.57 (271)

273. Amount Financed (188) \$ 22,800.50 (272)

274. Finance Charge (189) \$ 17,155.00 (273)

275. Total of Payments (188) \$ 39,955.50 (274)

276. Total Sale Price (189) \$ 46,443.57 (275)

277. Amount Financed (190) \$ 22,800.50 (276)

278. Finance Charge (191) \$ 17,155.00 (277)

279. Total of Payments (190) \$ 39,955.50 (278)

280. Total Sale Price (191) \$ 46,443.57 (279)

281. Amount Financed (192) \$ 22,800.50 (280)

282. Finance Charge (193) \$ 17,155.00 (281)

283. Total of Payments (192) \$ 39,955.50 (282)

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294. Finance Charge (199) \$ 17,155.00 (293)

295. Total of Payments (198) \$ 39,955.50 (294)

296. Total Sale Price (199) \$ 46,443.57 (295)

297. Amount Financed (200) \$ 22,800.50 (296)

298. Finance Charge (201) \$ 17,155.00 (297)

299. Total of Payments (200) \$ 39,955.50 (298)

300. Total Sale Price (201) \$ 46,443.57 (299)

301. Amount Financed (202) \$ 22,800.50 (300)

302. Finance Charge (203) \$ 17,155.00 (301)

303. Total of Payments (202) \$ 39,955.50 (302)

304. Total Sale Price (203) \$ 46,443.57 (303)

305. Amount Financed (204) \$ 22,800.50 (304)

306. Finance Charge (205) \$ 17,155.00 (305)

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309. Amount Financed (206) \$ 22,800.50 (308)

310. Finance Charge (207) \$ 17,155.00 (309)

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318. Finance Charge (211) \$ 17,155.00 (317)

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325. Amount Financed (214) \$ 22,800.50 (324)

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334. Finance Charge (219) \$ 17,155.00 (333)

335. Total of Payments (218) \$ 39,955.50 (334)

336. Total Sale Price (219) \$ 46,443.57 (335)

337. Amount Financed (220) \$ 22,800.50 (336)

338. Finance Charge (221) \$ 17,155.00 (337)

339. Total of Payments (220) \$ 39,955.50 (338)

340. Total Sale Price (221) \$ 46,443.57 (339)

341. Amount Financed (222) \$ 22,800.50 (340)

342. Finance Charge (223) \$ 17,155.00 (341)

343. Total of Payments (222) \$ 39,955.50 (342)

344. Total Sale Price (223) \$ 46,

1. FINANCE CHARGE AND PAYMENTS

- # FINANCE CHARGE AND PAYMENTS
- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
 - b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
 - c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
 - e. You may refinance. If you refinance, the balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The balloon refinancing will not change the amount you owe under the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you own under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Use of vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest
- You give us a security interest in:
- The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.
- You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If the insurance you have, we may not like, we may require you to purchase a different insurance. If we choose, you may purchase physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we choose to buy insurance that covers only our interest, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use or repair the vehicle without settlement to reduce what you owe or repay the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we will tell you how we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
- You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract; except that if you bought the vehicle primarily for personal, family, or household use, we may only take these steps if you are financially significantly impaired the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fees and court costs as the law allows. The maximum attorney fee we may charge you is the amount you owe. You will also pay the reasonable expenses we incur in realizing on our security interest as the law allows.
- d. **We may take the vehicle from you.** If you default, we may make (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has a radio or electronic tracking device, you agree that we may use the device to find the vehicle. We may take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not want your personal items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back** If we take it, if we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. You may also redeem the vehicle by paying all the expenses we will charge you.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Any unallowed expenses are expenses we may pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone other than you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay for you, you agree to pay for them. If we take the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned contracts to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned contracts to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
- Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREON.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Deziree Ross,

Respondent,

vs.

Hoover Automotive, LLC d/b/a Hoover
Chrysler Jeep Dodge Ram Summerville
and Chrysler Capital, LLC,

Appellants.

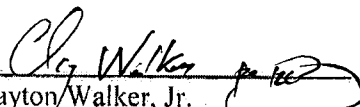
Appellate Case No. 2016-001120

Appeal from Berkeley County
J.C. Nicholson, Jr., Circuit Court Judge
Civil Action No. 2015-CP-08-2457

CERTIFICATE PURSUANT TO RULE 210(g), SCACR

Pursuant to Rule 210(g), SCACR, counsel for Appellants certify that the Record on Appeal contains all material proposed to be included by the parties and no other material.

Respectfully submitted,


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Reynolds H. Blankenship, Jr.
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Attorneys for Appellants

November 14, 2016

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SC Court of Appeals

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