

Robert Lee Davis	:	
382 US Highway 42 NE,	:	
London, OH 43140,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	Case No.:
Columbus Motorcars, LLC	:	
dba Great Lakes Hyundai of Columbus	:	Judge:
c/o SN Registered Agent LLC	:	
<i>(Statutory Agent)</i>	:	
655 Metro Place Ste. 365	:	
Dublin, OH 43017,	:	JURY DEMAND ENDORSED HEREIN
	:	
Defendant.	:	

NOW COMES Plaintiff Robert Lee Davis, by and through counsel, and herein states the following as and for his Complaint against Defendant Columbus Motorcars, LLC dba Great Lakes Hyundai of Columbus.

1. Plaintiff, Robert Lee Davis (“Mr. Davis”), is a citizen of Madison County, Ohio, and resides at 382 US Highway 42 NE, London, OH 43140.
2. Defendant, Columbus Motorcars, LLC (“Columbus Motorcars”), is a domestic limited liability company (Ohio Entity Registration #4976837) which does business as Great Lakes Hyundai of Columbus (“GLH”) under Ohio tradename registration #5082195.

3. GLH's statutory agent is Defendant Columbus Motorcars, 2900 Morse Road, Columbus, Ohio 43231 whose statutory agent is SN Registered Agent LLC, 655 Metro Place Ste. 365, Dublin, OH 43017.

JURISDICTION AND VENUE

4. Plaintiff incorporates by reference the allegations contained in all previous paragraphs as if fully restated herein.

5. This Court has subject matter jurisdiction pursuant to Ohio Revised Code § 2305.01.

6. This Court has personal jurisdiction over the Defendant as it conducts business in Franklin County, Ohio.

7. Venue is proper in this Court pursuant to Ohio Civil Rule 3(B) because the events giving rise to the cause of action occurred in Franklin County, Ohio, and Defendant conducts business in Franklin County, Ohio.

8. Plaintiff seeks compensatory damages, non-economic damages, and punitive damages as provided under Ohio Revised Code § 2315.21, for which each individual claim exceeds \$25,000, in addition to attorney's fees and costs.

FACTUAL ALLEGATIONS

9. On or about October 1, 2024, Robert Lee Davis ("Mr. Davis"), residing at 382 US Highway 42 NE, London, Ohio 43140, purchased a 2020 Lincoln SUV Corsair (VIN # 5LMCJ1C94LUL12595) the "Vehicle" from Defendant Columbus Motorcars dba GLH, located at 2900 Morse Rd., Columbus, OH 43231, for the sum of \$36,932.64 the "Transaction." (**Exhibit A; Exhibit K**).

10. The purchase transaction included a trade-in allowance of \$5,000.00 for a 2017 Lincoln MRZ (VIN #: 3LN6L5D98HR602885), with a pay-off trade-in balance of \$7,007.45. (**Exhibit A**).

11. The transaction was for personal, family, or household purposes.

12. The title for the Corsair claimed the vehicle to be in “good condition.”

13. During the transaction, Mr. Davis was required to sign several documents, including but not limited to a “Retail Buyer’s Order,” “Notice: Acknowledgment of as-is Purchase,” “Agreement to Arbitrate,” “Conditional Spot Delivery Agreement,” “Insurance Verification,” “Odometer Disclosure Statement,” “Power of Attorney for Ohio Vehicle Registration,” “Application(s) for Certificate of Title to a Motor Vehicle,” and “Application for Dealer Assignment.” (**Exhibits A-I**).

14. Mr. Davis is blind, and no accommodations were provided to assist him in understanding the terms and contents of the documents of the Transaction beyond the written text.

15. Defendant knew or should have known of Mr. Davis’s disability, as his visual impairment was clearly apparent during the Transaction.

16. Defendant failed to provide reasonable accommodations to Mr. Davis by failing to read aloud the documents or provide alternative formats such as Braille or digitally accessible documents of the Transaction.

17. Furthermore, numerous documents required signatures with statements indicating “by signing, customer acknowledges that he has read the agreement,” yet no accommodation was provided by Defendant despite the Mr. Davis being blind, making it impossible for him to access or to read the documents he was asked to acknowledge.

18. On or about December 31, 2024, the Vehicle was taken to Kram & Kram Auto Repair by Jamell Martin, due to complaints of water entering the Vehicle and the front-end vibrating at high speeds.

19. Less than three months after purchase, the repair shop discovered that the Vehicle had pre-existing structural damage that was never disclosed to Mr. Davis, resulting in necessary mechanical repairs and additional damage's incurred by Mr. Davis directly attributable to these knowingly concealed structural defects.

20. Kram & Kram Auto Repair determined that the Vehicle had water leaking into the vehicle from the windshield seal, attributed to prior repairs of prior damage. (**Exhibit J**).

21. Further inspection revealed that the front-end vibrations were caused by the need for replacement and realignment of the front-end suspension components. (**Exhibit J**).

22. This prior accident and structural damage were not disclosed to Mr. Davis at the time of the Transaction.

23. The condition of the Vehicle negates the "good condition" representation on the title documents and affirmed by GLH representatives.

24. Defendant's intentional conduct knowingly deprived Mr. Davis of the ability to make an informed decision regarding the purchase of the Vehicle and resulted in financial and other damages to Mr. Davis from the Transaction.

25. As a result of Defendant knowing and intentional acts, Mr. Davis has suffered injury to his mental and physical health in addition to monetary damages in excess of \$25,000 to be proven at trial.

FIRST CAUSE OF ACTION:
VIOLATION OF THE AMERICANS WITH DISABILITIES ACT
(42 U.S.C. § 12181 ET SEQ.)

26. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

27. Defendant dba GLH qualifies as a place of public accommodation under 42 U.S.C. § 12181(7), as it is a dealership open to the public for the sale of vehicles.

28. Mr. Davis is a qualified individual with a disability as defined by 42 U.S.C. § 12102 the Americans with Disabilities Act (“ADA”).

29. During the Transaction on October 1, 2024, Mr. Davis, who is blind, was required to sign multiple documents without any accommodations or auxiliary aids to facilitate effective communication.

30. Defendant dba GLH knew or should have known Mr. Davis was blind.

31. Defendant dba GLH provided only written documents, failing to ensure Mr. Davis understood the terms, in violation of 42 U.S.C. § 12182(b)(2)(A)(iii) despite knowing Mr. Davis was blind.

32. As a direct and proximate result of Defendant dba GLH’s failure to provide necessary accommodations, Mr. Davis, a blind individual, was unable to fully read and understand the terms of the purchase at the time of the Transaction.

33. The failure to accommodate led to the acquisition of a vehicle with undisclosed defects, causing him economic and non-economic harm.

34. Defendant dba GLH failed to provide appropriate auxiliary aids and services to ensure effective communication with Mr. Davis during the transaction in violation of 42 U.S.C. § 12182(b)(2)(A)(iii).

35. Defendant dba GLH’s failure to provide reasonable accommodations prevented Mr. Davis from fully understanding the terms of the purchase agreement and accompanying documents of the Transaction.

36. As a direct and proximate result of Defendant dba GLH's violations of the ADA, Mr. Davis has suffered damages, including but not limited to emotional distress, financial loss, and deprivation of his civil rights, in excess of \$25,000 to be proven at trial.

SECOND CAUSE OF ACTION:
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, ET SEQ.)

37. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

38. Defendant dba GLH knowingly required Mr. Davis to sign documents, including those related to warranty terms, without providing accommodations for his blindness.

39. By failing to ensure that the warranty terms were disclosed in a clear and conspicuous manner accessible to Mr. Davis, Defendant dba GLH violated the requirements of the Magnuson-Moss Warranty Act 15 U.S.C. §2301. et seq.

40. Plaintiff is a consumer as defined by 15 U.S.C. 2301(3).

41. Defendant dba GLH is a "supplier" and "warrantor" as defined by 15 U.S.C. § 2301(4) and (5).

42. The 2020 Lincoln SUV Vehicle constitutes a "consumer product" as defined by 15 U.S.C. § 2301(1).

43. Defendant dba GLH provided an implied warranty of merchantability as defined by 15 U.S.C. § 2301(7) by virtue of Ohio's adoption of the Uniform Commercial Code.

44. The Vehicle purchase price exceeds the jurisdictional threshold of \$50,000 established by 15 U.S.C. § 2310(d)(3)(B) when including damages.

45. The Vehicle was not fit for the ordinary purpose for which such goods are used due to the undisclosed prior accident damage and resulting water leakage and suspension issues.

46. As a result of Defendant dba GLH's knowing and intentional actions, Mr. Davis suffered damages due to his inability to understand the implied warranties, entitling him to relief.

47. Defendant dba GLH violated the Magnuson-Moss Warranty Act by failing to honor the implied warranties and knowingly and intentionally misrepresenting the condition of the Vehicle.

48. As a direct, proximate and legal result, Defendant dba GLH is liable to Plaintiff for rescission of the transaction, and consequential damages or compensatory damages in excess of \$25,000 to be proven at trial and, in either event, reasonable attorney's fees.

THIRD CAUSE OF ACTION:
RESCISSION

49. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

50. A valid contract existed between Mr. Davis and Defendant dba GLH for the purchase of the 2020 Lincoln SUV Corsair on or about October 1, 2024.

51. The contract was induced by Defendant dba GLH's material misrepresentations regarding the condition of the Vehicle, specifically representing it to be in "good condition" when Defendant dba GLH knew or should have known of prior accident damage and structural defects.

52. Defendant dba GLH failed to disclose material facts regarding the Vehicle's prior accident history, structural damage, and resulting defects, including water leakage and suspension issues.

53. Defendant dba GLH knowingly took advantage of Mr. Davis's blindness by failing to provide reasonable accommodations to ensure he could understand the terms and conditions of the transaction documents.

54. Mr. Davis's consent to the contract was obtained through Defendant dba GLH's fraudulent misrepresentations and material omissions regarding the Vehicle's true condition and the contents of the documents signed.

55. Mr. Davis justifiably relied on Defendant dba GLH's misrepresentations when entering into the contract.

56. The misrepresentations and omissions were material to the transaction, as knowledge of the Vehicle's true condition would have materially affected Mr. Davis's decision to purchase the Vehicle and/or the price he was willing to pay.

57. Mr. Davis discovered the grounds for rescission within approximately three months of the transaction when the Vehicle's defects became apparent through inspection and repair.

58. Mr. Davis seeks rescission promptly upon discovery of the fraudulent misrepresentations and material omissions.

59. Mr. Davis has not affirmed the contract after discovering the grounds for rescission.

60. As a direct and proximate result of Defendant dba GLH's conduct, Mr. Davis is entitled to rescission of the contract and restitution of all consideration paid, including the purchase price, trade-in value, and incidental costs.

61. Alternatively, if rescission is not available, Mr. Davis is entitled to damages for the difference between the value of the Vehicle as represented and its actual value, plus consequential damages including repair costs and diminution in value in excess of \$25,000 to be proven at trial.

FOURTH CAUSE OF ACTION:
FRAUDULENT MISREPRESENTATION

62. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

63. Defendant dba GLH knowingly and intentionally made materially false representations regarding the condition of the Vehicle during the Transaction, including representing that it was in "good condition" and failing to disclose its prior accident history and structural damage with knowledge that Mr. Davis was blind.

64. Defendant dba GLH knew these representations were false or made them with reckless disregard for their truth or falsity.

65. These representations were made with the intent of inducing Mr. Davis to purchase the Vehicle.

66. Mr. Davis justifiably relied on these misrepresentations in deciding to purchase the Vehicle.

67. As a direct and proximate result of Defendant dba GLH's fraudulent misrepresentations, Mr. Davis has suffered damages, including the purchase price of a Vehicle worth substantially less than represented, repair costs, and diminution in value, in excess of \$25,000 to be proven at trial.

FIFTH CAUSE OF ACTION:
VIOLATION OF THE CONSUMER SALES PRACTICE ACT
(§ 1345.01, ET SEQ., DECEPTIVE ACTS OR PRACTICES)

68. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

69. Mr. Davis is a "consumer" as defined in R.C. § 1345.01(A).

70. Defendant is a "supplier" as defined in R.C. § 1345.01(C).

71. Mr. Davis engaged in a "consumer transaction" with Defendant, who constitutes "supplier" under the act.

72. Defendant dba GLH engaged in unfair and deceptive acts or practices in violation of R.C. § 1345.02 by:

- a. Knowingly representing that the Vehicle had characteristics or benefits that it did not have;
- b. Knowingly representing that the Vehicle was of a particular standard or quality when it was not;

- c. Knowingly failing to disclose material information about the Vehicle's prior accident history and structural damage in violation of OAC 109:4-3-16(B)(22) and OAC 109:4-3-16(B)(14); and
- d. Knowingly and intentionally taking advantage of Mr. Davis's disability during the sales process.

73. Defendant dba GLH engaged in unconscionable acts or practices in violation of R.C. § 1345.03(B)(1) by:

- a. Knowingly taking advantage of Mr. Davis's inability to understand the language of the agreements of the transaction;
- b. Knowingly taking advantage of Mr. Davis's physical infirmity;
- c. Knowingly taking advantage of the inability of Mr. Davis reasonably to protect his interests because of his physical infirmity, namely his blindness; and
- d. Knowingly selling a defective Vehicle at a substantially higher price than its actual value.

74. Defendant dba GLH failed to provide Mr. Davis with ADA compliant information to accommodate for Mr. Davis's blindness.

75. Specifically, the Defendant dba GLH never provided Mr. Davis with accommodations to help him understand the documents of the Transaction executed beyond the written text. As a result, Mr. Davis had no knowledge of which documents he was signing, their content, or their legal significance.

76. Mr. Davis was unable to make an informed decision about the Transaction or understand the terms to which he was allegedly agreeing yet was still required to acknowledge having "read" documents he physically could not read.

77. The failure to provide instructions constitutes an unfair or deceptive act under the CSPA and violations of OAC 109:4-3-07 requiring both written and oral disclosures in consumer transactions.

78. Defendant dba GLH is in violation of the Ohio Consumer Sales Practices Act, R.C. § 1345.02(A) and O.A.C. § 109:4-3-05(D)(12), as well as OAC 109:4-3-16(B)(1) and OAC 109:4-3-16(B)(15) by misrepresenting the Vehicle's condition and prior damage history.

79. These violations constitute unfair, deceptive, and unconscionable acts or practices under the Ohio Consumer Sales Practices Act.

80. As a direct, proximate, and legal result of the deceptive practices, Defendant dba GLH is liable for rescission of the transaction and damages not cured by the remedy of rescission in excess of \$25,000 to be proven at trial; or treble damages, which in either event, entitles Plaintiff to attorney's fees.

SIXTH CAUSE OF ACTION:
BREACH OF CONTRACT

81. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

82. On or about October 1, 2024, Mr. Davis entered into a contract with Defendant dba GLH to purchase a the Vehicle. (Exhibit A).

83. Mr. Davis agreed to pay \$36,932.64 for the Vehicle, including a trade-in allowance of \$5,000.00 for his 2017 Lincoln MRZ.

84. Defendant dba GLH represented that the Vehicle was in "good condition."

85. There were both implied and express warranties regarding the Vehicle's condition and performance.

86. The Vehicle was found to be leaking water due to prior structural repairs within three months of purchase, and required front-end suspension repairs, contradicting the "good condition" claim by Defendant dba GLH.

87. Defendant dba GLH knowingly and intentionally did not provide Mr. Davis, who is blind, with accessible information regarding the vehicle's condition and warranty terms.

88. Mr. Davis incurred costs related to diagnosing and potentially repairing the vehicle's defects that Defendant dba GLH was aware of at the time of Transaction but knowingly and intentionally failed to disclose to Mr. Davis at the time of Transaction.

89. Due to the knowing and intentional lack of accessible disclosure, Mr. Davis was deprived of meaningful warranty protection, leading to further financial and practical detriment.

90. Defendant dba GLH's knowing and intentional failure to accurately represent the vehicle's condition and disclose warranty information constitutes a breach of contract.

91. As a direct and proximate result of Defendant's breach, Plaintiff is entitled to compensatory damages in excess of \$25,000, attorney's fees, and costs related to this cause of action to be proven at trial.

SEVENTH CAUSE OF ACTION:
NEGLIGENT MISREPRESENTATION

92. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

93. Defendant dba GLH had a duty to provide true and accurate information regarding the condition of the Vehicle being sold during the Transaction.

94. Defendant dba GLH represented the Vehicle as being in "good condition."

95. Defendant dba GLH failed to verify or disclose the Vehicle's actual condition, including prior structural repairs and defects.

96. Mr. Davis relied on Defendant dba GLH's representation of the Vehicle's condition when deciding to purchase the Vehicle.

97. Given Defendant dba GLH's position and expertise, it was reasonable for Mr. Davis to rely on Defendant dba GLH's statements.

98. Mr. Davis incurred costs related to diagnosing and potentially repairing the Vehicle's known but undisclosed defects, including water leakage and front-end suspension issues.

99. The defects affected the Vehicle's usability and value, causing further damages to Mr. Davis.

100. In the course of its business and during the Transaction, Defendant dba GLH negligently supplied false information regarding the condition of the Vehicle.

101. Defendant dba GLH failed to exercise reasonable care or competence in obtaining or communicating information about the Vehicle's condition during the Transaction.

102. Defendant dba GLH failed to exercise reasonable care or competence by neglecting to provide necessary documentation about the vehicle's condition in accessible formats for individuals with visual impairments.

103. Despite being aware of Mr. Davis's blindness, Defendant dba GLH did not make reasonable accommodations to ensure equal access to critical information, thereby breaching their duty of care to communicate Vehicle condition information in an accessible manner.

104. Mr. Davis justifiably relied on the information provided by Defendant dba GLH.

105. As a direct and proximate result of Defendant dba GLH's negligent misrepresentations, Mr. Davis has suffered damages.

106. Defendant dba GLH's failure to accurately represent the Vehicle's condition, without exercising reasonable care, constitutes negligent misrepresentation.

107. As a direct and proximate result of Defendant dba GLH's violations, Mr. Davis has suffered financial losses and incurred damages as a result of Defendant dba GLH's misrepresentation, in excess of \$25,000 to be proven at trial.

EIGHTH CAUSE OF ACTION:
BREACH OF IMPLIED WARRANTY

108. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

109. Defendant dba GLH impliedly warranted that the vehicle was merchantable and fit for the ordinary purpose for which such goods are used.

110. The Vehicle was not merchantable at the time of sale due to undisclosed prior accident damage resulting in water leakage and suspension issues.

111. The Vehicle was not fit for the ordinary purpose of providing reliable transportation.

112. Defendant dba GLH breached the implied warranty of merchantability by selling Mr. Davis a Vehicle that was not in merchantable condition.

113. As a direct and proximate result of Defendant dba GLH's breach, Mr. Davis has suffered both economic and non-economic damages in excess of \$25,000 to be proven at trial.

NINTH CAUSE OF ACTION:
VIOLATION OF OHIO PUBLIC ACCOMMODATION LAW

114. Plaintiff incorporates by reference all facts, statements, and allegations contained in the above paragraphs as though expressly re-written and restated herein.

115. Defendant dba GLH operates a place of public accommodation as defined by R.C. 4112.01(A)(9).

116. Mr. Davis is a person with a disability as defined by R.C. 4112.01(A)(13).

117. Defendant dba GLH refused and failed to provide auxiliary aids and services necessary to ensure effective communication with Mr. Davis during the transaction in violation of R.C. § 4112.02(G).

118. As a direct and proximate result of Defendant dba GLH's violations, Mr. Davis has suffered both economic and non-economic damages, including emotional distress and financial loss, in excess of \$25,000 to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against the Defendant dba GLH for compensatory damages, both economic and noneconomic, each in an amount in excess of \$25,000, punitive damages in an amount in excess of \$25,000, plus interest, costs, prejudgment interest, reasonable attorney's fees, and such other and further relief as this Court deems just and proper.

Respectfully submitted,
/s/ **Bradley N. Jeckering**
Bradley N. Jeckering (0092299)
Kristie A. Campbell (0075855)
Jeckering & Associates, LLC
10 North High Street
Suite 310
Columbus, OH 43215
P: 614-944-5151
F: 614-515-4905
brad@centralohiolegal.com
kristie@centralohiolegal.com
Counsel for Plaintiff

JURY DEMAND

Plaintiffs hereby demand a trial by a jury as to all issues contained herein.

/s/ Bradley N. Jeckering
Bradley N. Jeckering (0092299)

EXHIBIT A

“Retail Buyer’s Order”

Great Lakes Hyundai

RETAIL BUYER'S ORDER

TODAY'S DATE 10/01/2024		DELIVERY DATE 10/01/2024		STOCK NO. T24C1260A		DEAL NO.	
The undersigned Buyer hereby agrees to purchase the following vehicle from ("the Seller"), subject to the terms, conditions, and agreements contained in this Retail Buyer's Order and in the documents incorporated in or signed in connection with this Retail Buyer's Order. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Retail Buyer's Order.							
BUYER ROBERT LEE DAVIS				ADDRESS 383 US HIGHWAY 42 NE LONDON, OH 43140			
CO-BUYER				ADDRESS			
PHONE (614)886-3999		PHONE (614)886-3999		EMAIL grandpa6dad@att.net		COUNTY MADISON	
<input type="checkbox"/> NEW <input type="checkbox"/> CAR		Prior Use: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL		MILEAGE* 40,638		SALESPERSON PORCHIA GREEN	
<input type="checkbox"/> USED <input type="checkbox"/> TRUCK		<input type="checkbox"/> RENTAL VEHICLE <input type="checkbox"/>					
MAKE LINCOLN	MODEL CORSAIR	YEAR 2020	BODY TYPE SUV	COLOR WHITE	VIN	5LMCJ1C94LUL12595	
TRADE-IN VEHICLE 1				PURCHASE INFORMATION			
Year 2017	Make LINCOLN	Model MKZ	Color	CASH PRICE OF VEHICLE		22,977.00	
VIN 3LN6L5D98HR602885			Mileage 88,432	NIU Tire & Wheel		900.00	
Lienholder		Estimated Pay-Off 1 Valid for 20 Days 7,007.45		AAGI Key		500.00	
Trade-In Allowance 5,000.00		Negative Equity 1 2,007.45		NWAN Windshield		736.00	
TRADE-IN VEHICLE 2				NWAN Ding/Dent 700.00			
Year	Make	Model	Color				
VIN			Mileage N/A	NWAN INC SERVICE CONTRACT		3,971.00	
Lienholder		Estimated Pay-Off 2 Valid for 20 Days					
Trade-In 2 Allowance		Negative Equity 2					
TRADE-IN PAY-OFF: I understand that the amount of the Pay-Off Owed on my Trade-In Vehicle is only an estimate and is subject to verification. If the actual Pay-Off is less than the estimated Pay-Off, the difference will be refunded to me or to the lienholder on the Purchased Vehicle title. If the actual Pay-Off is greater than the estimated Pay-Off, I agree to pay the difference to the Seller within 48 hours of being notified that a shortage exists. If I fail to do so, the Seller may place a lien on the Purchased Vehicle's title.				DOCUMENTARY SERVICE FEE**			
Buyer's Initials <u>R L D</u> Co-Buyer's Initials _____				NET TAXABLE PRICE 32,374.00			
NEGATIVE EQUITY: I am aware and have agreed that if the Pay-Off Owed on my Trade-In Vehicle exceeds the Trade-In Allowance(s) from the Seller, the difference (known as the "Negative Equity") will be added to and included in the Total Due at Delivery.				LESS TRADE-IN ALLOWANCE(S) N/A			
Buyer's Initials <u>R L D</u> Co-Buyer's Initials _____							
OTHER MATERIAL UNDERSTANDINGS REGARDING THE PURCHASED VEHICLE:				TAX BASE 32,374.00			
*MILEAGE: THE ODOMETER READING FOR THE PURCHASED VEHICLE IS ACCURATE UNLESS THIS BOX IS CHECKED: <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. Refer to the Federal Mileage Statement for full disclosure.				SALES TAX @ 5.75 % 2,266.19			
**Documentary Service Fee: This fee is charged by the Seller for performing administrative services and processing documents related to the closing of the sale and in accordance with Ohio Revised Code § 4517.261.				DOCUMENTARY SERVICE FEE 250.00			
***The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Buyer's Order. In the case of a Deposit, we will retain from selling the Vehicle for _____ days.				TITLE FEE 15.00			
Buyer's Initials <u>Robert Davis</u> Co-Buyer's Initials _____				REGISTRATION FEE 20.00			
CONDITIONAL DELIVERY AGREEMENT - LIMITED RIGHT TO CANCEL: Buyer(s) may secure financing through Seller or a lender of his/her choice. If Buyer signs here, he/she has elected to secure financing through Seller's finance sources, understands that this sales transaction is subject to financing approval, and has read and agrees to the Conditional Delivery Agreement - Limited Right to Cancel provisions in Paragraph 15.				PLUS PAY-OFF ON TRADE-IN(S) 7,007.45			
Buyer's Initials <u>R L D</u> Co-Buyer's Initials _____				TOTAL DUE AT DELIVERY 41,932.64			
<input type="checkbox"/> If box is marked, see Delivery Report <input type="checkbox"/> If box is marked, separate Dealer Limited Warranty Applies				DEPOSIT/DOWN PAYMENT*** N/A			
I understand that this Retail Buyer's Order and any documents that are part of the transaction or incorporated herein comprise the entire agreement between me and the Seller and no other agreement or understanding of any nature has been made or will be recognized. I further understand that verbal promises are not valid, that any promises or understandings not specified in writing are hereby expressly waived by me, and that no modifications will be valid unless in writing and signed by me and the Seller.				REBATE N/A			
I have read, agree to the terms and conditions of, and received a copy of this Retail Buyer's Order. This Retail Buyer's Order shall not become binding until signed and accepted by Seller.				LESS TRADE-IN ALLOWANCE(S) 5,000.00			
Buyer <u>Robert Davis</u> Co-Buyer _____				BALANCE DUE 36,932.64			
Accepted By Seller <u>[Signature]</u> on 10/01/2024							

Original

EXHIBIT B

**“Notice: Acknowledgment of as-is
Purchase”**

NOTICE: ACKNOWLEDGEMENT OF AS-IS PURCHASE

BUYER'S NAME ROBERT LEE DAVIS

ADDRESS 383 US HIGHWAY 42 NE CITY/STATE LONDON, OH ZIP 43140

VEHICLE INFORMATION

YEAR 2020 MAKE LINCOLN MODEL CORSAIR

VIN 5LMCJ1C94LUL12595 VEHICLE PURCHASE DATE 10/01/2024

BUYER UNDERSTANDS THE DEALER HAS DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. THE BUYER UNDERSTANDS THAT THE DEALER HAS NEITHER ASSUMED NOR AUTHORIZED ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS MOTOR VEHICLE AND THE RELATED PRODUCTS AND SERVICES.


BUYER SIGNATURE _____ DATE 10/01/2024

DEALERSHIP INFORMATION:

DEALERSHIP NAME GREAT LAKES HYUNDAI OF COLUMBUS

ADDRESS 2900 Morse Rd CITY/STATE Columbus, OH ZIP 43231

BY 

DEALERSHIP - AUTHORIZED REPRESENTATIVE

DT-ASIS (8/21)

Original

EXHIBIT C

“Agreement to Arbitrate”

AGREEMENT TO ARBITRATE

Dealership Name: GREAT LAKES HYUNDAI OF COLUMBUS

Date: 10/01/2024

Customer Name(s): ROBERT LEE DAVIS

Vehicle Description: 2020 LINCOLN CORSAIR 5LMCJ1C94LUL12595

By entering into this Agreement to Arbitrate ("Agreement"), Customer(s) and Dealership, including any Assignee (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute between them regarding: (1) the purchase by Customer(s) of the above-referenced Vehicle; (2) any products and services purchased in conjunction with the Vehicle; (3) any financing obtained in connection with the transaction; and/or (4) any dispute with respect to the existence, scope or validity of this Agreement. Matters that the Parties agree to arbitrate include, but are not limited to, disputes related to the Retail Purchase Agreement and any documents incorporated therein by reference (whether such reference is made in the Agreement or in the document itself), the application for and terms of financing for the transaction, the Finance Contract, any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices.

Notwithstanding any other provisions in this Agreement, the Parties agree they are not waiving their right to exercise any self-help or provisional remedy available by law or pursuant to an agreement between them. Nor is either Party required to arbitrate any individual claim that is filed and properly within the jurisdiction of a small claims court or equivalent state court. Until a Party entitled to do so requests arbitration, any Party to this Agreement may proceed with such other rights and remedies; provided, however, that neither Party waives the right to request arbitration under this Agreement by exercising other rights and remedies or by initially agreeing to litigate a claim in court. In addition, if a claim originally brought in a small claims court (or equivalent state court) is transferred or appealed to a higher trial court or if a new claim is asserted after the initial filing of such litigation, the Parties shall have the right to request arbitration under this Agreement.

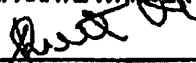
This Agreement evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) (FAA) shall govern any arbitration under this Agreement. The party first demanding arbitration may select the applicable rules of any one of the following Nationwide Arbitration Organizations: JAMS (1-800-448-1660), 1920 Main Street, Suite 300, Irvine, California 92614 (www.jamsadr.com) or American Arbitration Association (AAA) (1-800-778-7879), 355 Madison Ave., Floor 10, New York, New York 10017-4805 (www.adr.org); except AAA will not arbitrate individual cases where the Dealership is the filing party, the customer has not agreed to arbitrate at the time of dispute and the case involves a consumer finance matter. A copy of the Arbitration Rules may be obtained by visiting the web sites indicated or by contacting the Organization directly. The Rules in effect at the time of the request for arbitration is made will govern.

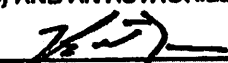
"Consumer claims" shall be arbitrated in accordance with the consumer arbitration rules and fee schedule, if any, provided for in the Arbitration Rules of the Arbitration Organization selected. If the Dealership initiates the arbitration proceedings, it will pay the entire cost of the initial filing fees. If the Customer initiates the arbitration proceedings, the Customer will pay the initial filing fees specified by the Arbitration Rules up to the amount he/she would be required to pay if the claim were filed before a state or federal court of law having proper jurisdiction over the proceeding. The Dealership will, upon Customer's request, pay any portion of the initial filing fees that exceeds this amount. The Dealership will also pay any administrative costs for the arbitration proceeding reasonably incurred by the customer that exceed \$750, regardless of which Party initiates the proceedings.

To initiate an arbitration proceeding, the demanding Party must notify the other Party, in writing, that it wishes to arbitrate a dispute. The "demand" for arbitration should briefly explain the basis for the dispute, list names and addresses of the Parties involved, and specify the amount of monetary damages involved and/or any other remedy sought. The arbitrator(s) shall be attorneys or retired judges and shall be selected in accordance with the applicable Arbitration Rules. Both Parties agree that the arbitration proceedings shall take place in the county and state where the Dealership is located and the transaction occurred. They further consent to the jurisdiction of the courts of said county and state for purposes of enforcing this Agreement and the decision of the arbitrator(s). If it is inconvenient for either Party to participate in arbitration proceedings in the county where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the Parties in a separate written agreement.

The arbitrator(s) shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. Either Party may demand, at any time, a written decision from the arbitrators setting forth the findings of fact and/or conclusions of law and further agree that the arbitration proceedings and the decision of the arbitrators shall be open to the public, even if the Rules selected provide otherwise. Nothing in this Agreement shall be interpreted as limiting or precluding the arbitrator(s) from awarding monetary damages or any other relief provided for by law. Furthermore, neither party is precluded from filing a complaint with the Office of the Attorney General of this State or from participating in a mediation program administered by the Attorney General or Better Business Bureau, but the Parties agree that by entering into this Agreement, they are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration. Once one of the Parties has demanded arbitration, binding arbitration is the exclusive method for resolving any and all claims between them. The decision of the arbitrator(s) shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The cost of appeal shall be borne by the appealing Party.

If any term of this Agreement conflicts with the terms of any other document or agreement between the Parties, the terms of this Agreement shall prevail. If any part of this Agreement shall be declared unenforceable for any reason, the remainder of the Agreement shall remain enforceable. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT TO ARBITRATE AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS INCORPORATED BY REFERENCE INTO THE RETAIL PURCHASE AGREEMENT. IT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY A SEPARATE WRITTEN AGREEMENT SIGNED BY CUSTOMER(S) AND AN AUTHORIZED DEALERSHIP REPRESENTATIVE.


Customer _____ Date 10/01/2024


Authorized Dealership Representative _____ Date 10/01/2024

N/A
Customer _____ Date _____

Original

EXHIBIT D

“Conditional Spot Delivery Agreement”

CONDITIONAL SPOT DELIVERY AGREEMENT

CUSTOMER NAME(S) _____

STREET ADDRESS 383 US HIGHWAY 42 NE

CITY/STATE/ZIP LONDON, OH 43140

HOME PHONE (614)886-3999

WORK PHONE N/A

VEHICLE INFORMATION

YEAR 2020

MAKE LINCOLN

MODEL CORSAIR

VIN SLMCJ1C94LUL12595

I have agreed to purchase the vehicle pursuant to the terms of the Retail Purchase Agreement and the Retail Installment Contract/ Finance Contract ("Contract") that I have signed, and the Dealership has agreed to deliver the vehicle to me on the date of the Contract. The Dealership has advised me, however, that it will not loan me money for the purchase of the vehicle and that this transaction is conditioned upon final approval of funding by a third-party lender ("Lender") or, if I have provided payment in full by means other than cash, it is conditioned upon my payment being honored by the institution on which it was drawn. "Final approval of funding" means a lender's irrevocable agreement to purchase a Contract from the Dealership according to the exact terms that the Dealership and I have negotiated. In consideration of the Dealership delivering the vehicle to me today, I have agreed to amend the Retail Purchase Agreement and Contract to add and incorporate the provisions below; these documents shall be read together and recognized as being part of one transaction for the acquisition of the vehicle.

1. I agree that the Dealership and lender may rely on any representation made by me in connection with the Retail Purchase Agreement, the Contract, and the credit application. I further agree that if a lender requires additional information from me to verify my creditworthiness, I will immediately comply with such request(s).
2. In the event that financing is not obtained from a third party for my purchase of this vehicle or the Dealership is unable to assign the Retail Installment Contract to a third party lender with whom the Dealership regularly does business and on the exact terms negotiated within 14 days, I will immediately return the vehicle to the Dealership upon request or I may pay the Dealership the balance due as reflected in the Retail Purchase Agreement. I understand that the Dealership is not responsible for the actions or decisions of the lender.
3. In the event that I am required to return the vehicle to the Dealership, I will return the vehicle in the same condition it was in when it left the Dealership. Upon my return of the vehicle to the Dealership, the Dealership will return to me all items of value received from me, including any Trade-In Vehicle and payments I have made.
4. I understand that I am responsible for paying the fair market value of any damage, for excessive wear and tear, or for loss of the vehicle that occurs between the date I take possession of the vehicle and the date I return it to the Dealership. I further agree to pay _____ per mile for my use of the vehicle from the date of delivery until I return it to the Dealership. I will pay any amounts I owe the Dealership pursuant to this Agreement upon my return of the vehicle to the Dealership. Until final acceptance by a lender, I hereby grant the Dealership a security interest in the vehicle under the Uniform Commercial Code to secure my obligations as set forth herein and the Dealership will have all remedies of a secured party under the Uniform Commercial Code.
5. I agree that if I do not promptly return the vehicle, the Dealership may repossess the vehicle from me wherever it may be found, without my knowledge or consent, and I will pay all expenses, fees, and costs (including reasonable attorneys fees) incurred by the Dealership.
6. I have a valid driver's license to operate the vehicle, I will maintain full insurance coverage on the vehicle, and I will not permit anyone who does not have a valid driver's license to operate the vehicle. I understand that while the vehicle is in my possession, I assume all risk of loss or damage to the vehicle or other property and for any personal injuries that occur while the vehicle is in my possession. I will indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of my use, possession, and control of the vehicle. If the vehicle is immobilized or impounded while in my possession, I agree to do whatever is necessary to ensure the vehicle's return to the Dealership.

By signing below, I acknowledge that I have read this Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Agreement is incorporated by reference into the Retail Purchase Agreement and the Contract (to the extent permitted by law). The terms shall be construed together to the extent possible. If there is any inconsistency or ambiguity between the terms or conditions set forth in this Agreement and those of the Contract, such that they cannot be read together, then the terms and conditions of the Contract shall control.

CUSTOMER SIGNATURE _____

DATE 10/01/2024

CUSTOMER SIGNATURE _____

DATE 10/01/2024

AUTHORIZED REPRESENTATIVE _____

DATE 10/01/2024

GEEA-SPOT (1/22)

Original

EXHIBIT E

“Insurance Verification”

INSURANCE VERIFICATION

(RETAIL INSTALLMENT SALES)

Contract Date: 10/01/2024

Motor Vehicle:	2020	LINCOLN	CORSAIR	5LMCJ1C94LUL12595
	Year	Make	Model	VIN.

The following insurance coverage is in place on the Motor Vehicle, as required by the retail installment sales contract (the "Contract"):

COVERAGE

- **Collision and Comprehensive:** The insurance policy includes collision and comprehensive coverage for physical damage or loss to the Motor Vehicle.

ADDITIONAL LOSS PAYEE

The insurance policy names the following lien holder as an additional loss payee:

N/A

POLICY INFORMATION

Insurance Company Name	Policy Number	Effective Date	Expiration Date
------------------------	---------------	----------------	-----------------

Insurance Agent's Name	Agent's Phone
------------------------	---------------

Insurance Agent's Address

SIGNATURES

ROBERT LEE DAVIS

By signing below: (1) I/we certify to _____, the proposed assignee of the Contract, that the above is true and correct, and (2) I/we authorize our current and any future insurance company and/or insurance agent to release to HMF, its agents successors and assignees, all information concerning my/our insurance on the Motor Vehicle. I/we understand that state law also requires me/us to maintain automobile liability insurance.

Please attach a copy of your insurance card or Declarations page from your policy.

X *[Signature]* 10/01/2024 X _____
Buyer's Signature Date Co-Buyer's Signature Date

ROBERT LEE DAVIS

Type or Print Name

Type or Print Name

DEALERSHIP'S VERIFICATION

By signing below, Dealership/Seller certifies to HMF that it has verified that the above insurance is in place.

GREAT LAKES HYUNDAI OF COLUMBUS
Dealership Name

X
Dealership Signature

10/01/2024
Date

BRYANT DEAN
Type or Print Name and Title



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law), if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, GREAT LAKES HYUNDAI OF COLUMBUS state that the odometer (of the vehicle described below) now
reads 40638 (no tenths) miles and to the best of my knowledge that it reflects the actual
mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage
in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE LINCOLN	BODY TYPE SUV	MODEL CORSAIR
VEHICLE ID NUMBER SLMCJ1C94LUL12595		YEAR 2020

TRANSFEROR'S PRINTED NAME (SELLER) GREAT LAKES HYUNDAI OF COLUMBUS		
TRANSFEROR'S STREET ADDRESS 2900 Morse Rd		
CITY Columbus	STATE OH	ZIP CODE 43231
DATE OF STATEMENT 10/01/2024	TRANSFEROR'S SIGNATURE (SELLER) X PRINTED NAME OF TRANSFEROR GREAT LAKES HYUNDAI OF COLUMBUS	

TRANSFeree'S PRINTED NAME (BUYER) ROBERT LEE DAVIS		
TRANSFeree'S STREET ADDRESS 383 US HIGHWAY 42 NE		
CITY LONDON	STATE OH	ZIP CODE 43140

RECEIPT OF COPY ACKNOWLEDGED	
TRANSFeree'S SIGNATURE (BUYER) X <i>Robert Lee Davis</i>	PRINTED NAME OF TRANSFeree ROBERT LEE DAVIS

www.bmv.ohio.gov

BMV 3724 4/17 (17601081)

Original

EXHIBIT F

“Odometer Disclosure Statement”

EXHIBIT G

**“Power of Attorney for Ohio Vehicle
Registration”**



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES
POWER OF ATTORNEY FOR OHIO VEHICLE REGISTRATION
TO BE COMPLETED BY THE OWNER OR PURCHASER OF VEHICLE(S) LISTED BELOW

I, ROBERT LEE DAVIS of 383 US HIGHWAY 42 NE LONDON, OH 43140 hereby
Print Full Name of Vehicle Owner Print Address of Vehicle Owner

appoint GREAT LAKES HYUNDAI OF COLUMBUS of 2900 Morse Rd Columbus, OH 43231
Print Full Name of Person Granted Authority Print Address of Person Granted Authority

to make application, in my stead, for registration or transfer of registration for the following vehicle(s):

PLATE NUMBER	VEH. YEAR	MAKE	TYPE	COLOR	SERIAL NUMBER
	2020	LINCOLN	SUV	WHITE	5LMCJ1C94LUL12595

VEHICLE OWNER DATE OF BIRTH	07/29/1955	VEHICLE OWNER OH DL# / OH ID#	RR076578	VEHICLE OWNER SSN (IF NO OH DL / OH ID)	VEHICLE OWNER EIN / TIN
-----------------------------	------------	-------------------------------	----------	---	-------------------------

FOR BMV USE ONLY / CLERK VERIFICATION OF VEHICLE OWNER <input type="checkbox"/> OH DL / OH ID / MATCH <input type="checkbox"/> IF NO OH DL / OH ID, PROOF OF SSN REQUIRED	LIST DOCUMENT W / SSN VEHICLE OWNER PRESENTED
--	---

IN THE CASE OF A LEASE OR JOINT OWNERSHIP, YOU WILL BE REQUIRED TO PROVIDE THE LESSEE / ADDITIONAL OWNER'S OHIO DRIVER LICENSE NUMBER (DL), OHIO ID CARD NUMBER (ID), SOCIAL SECURITY NUMBER (SSN), TAX IDENTIFICATION NUMBER (EIN / TIN).

LESSEE / ADDITIONAL VEHICLE OWNER NAME	LESSEE / ADDITIONAL VEHICLE OWNER OH DL# / OH ID# (SSN IF NO OH DL / ID)
--	---

LESSEE / ADDITIONAL VEHICLE OWNER ADDRESS	LESSEE / ADDITIONAL VEHICLE OWNER EIN / TIN
---	---

FOR BMV USE ONLY / CLERK VERIFICATION OF LESSEE <input type="checkbox"/> OH DL / OH ID / MATCH <input type="checkbox"/> IF NO OH DL / OH ID, PROOF OF SSN REQUIRED	LIST DOCUMENT W / SSN LESSEE PRESENTED
---	--

IDENTIFICATION OF PERSON GRANTED AUTHORITY (PGA) PGA U.S. / CANADIAN DL# / ID#	PGA SSN (IF NO U.S. / CANADIAN DL / ID IS AVAILABLE)
---	--

FOR BMV USE ONLY / CLERK VERIFICATION OF PERSON GRANTED AUTHORITY <input type="checkbox"/> U.S. / CANADIAN DL / ID (PGA can present U.S. or Canadian DL / ID) <input type="checkbox"/> SSN VIA ACCEPTABLE DOCUMENT	CLERK'S INITIALS I certify I have reviewed documents to verify DL / ID or SSN. X
--	---

I acknowledge that I (we), the owner(s), or lessee(s) of leased vehicle now have insurance or other financial responsibility coverage covering this vehicle and I (we) will not operate or permit the operation of this vehicle without FR coverage, and that the vehicle will not be used as a commercial vehicle unless so registered. I understand and acknowledge that making false statements on this document is illegal and may subject me to criminal penalties. Licensed Ohio Motor Vehicle Dealers - Digital Signature - the Motor Vehicle Dealer listed is responsible for maintaining authenticated and accurate copies of all documents, including but not limited to, records related to digital signatures and may be required to provide evidence of document authenticity upon request.

E-MAIL ADDRESS grandpa8dad@att.net	COUNTY OF RESIDENCE LONDON	CITY OR TOWNSHIP OF RESIDENCE MADISON
---------------------------------------	-------------------------------	--

TELEPHONE NUMBER (614)886-3889	SIGNATURE OF OWNER(S) X <i>Robert Lee Davis</i>	DATE 10/01/2024
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FOR LIST OF ACCEPTABLE DOCUMENTS, GO TO WWW.BMV.OHIO.GOV ACCEPTABLE DOCUMENTS LIST: FORM BMV 2424 / BMV 2430

YOU WILL LOSE YOUR DRIVER LICENSE IF YOU DRIVE WITHOUT INSURANCE OR OTHER ACCEPTABLE FINANCIAL RESPONSIBILITY COVERAGE

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.
- **PROOF OF COVERAGE IS REQUIRED:** Whenever a police officer issues a traffic ticket • At all vehicle inspection stops • Upon traffic court appearances.
- **ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL:** • Lose his or her driver license until requirements are met on first offense, **ONE YEAR** on second offense and **TWO YEARS** on additional offenses • Lose his or her license plates and vehicle registration • Pay reinstatement fees of \$40.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses • Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates, or registration AND • Be required to maintain special FR coverage ("high-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles (BMV) for **THREE or FIVE YEARS**.
- **ONCE THIS SUSPENSION IS IN EFFECT:** Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least **30 DAYS** first offense and **60 DAYS** second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for **FIVE YEARS**.
- **IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE:** In addition to all the penalties listed above, you may have • A **SECURITY SUSPENSION** for **TWO YEARS** or more and • A **JUDGMENT SUSPENSION** **INDEFINITELY** (until all damages have been satisfied).
- **THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.**
- **WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.**
- **WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:** • AN INSURANCE POLICY showing automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage • AN INSURANCE IDENTIFICATION CARD (same coverage) • A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company • A BMV BOND SECURED BY REAL ESTATE having equity of at least \$50,000 • A BMV CERTIFICATE FOR MONEY in the amount of \$30,000 on deposit with the Registrar of Motor Vehicles • A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

↓ **DETACH BOTTOM PORTION FOR YOUR RECORDS** ... ↑ **THIS COMPLETED FORM MUST BE ATTACHED TO THE BMV APPLICATION**

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.
- **PROOF OF COVERAGE IS REQUIRED:** Whenever a police officer issues a traffic ticket • At all vehicle inspection stops • Upon traffic court appearances.
- **ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL:** • Lose his or her driver license until requirements are met on first offense, **ONE YEAR** on second offense and **TWO YEARS** on additional offenses • Lose his or her license plates and vehicle registration • Pay reinstatement fees of \$40.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses • Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates, or registration AND • Be required to maintain special FR coverage ("high-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles (BMV) for **THREE or FIVE YEARS**.
- **ONCE THIS SUSPENSION IS IN EFFECT:** Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least **30 DAYS** first offense and **60 DAYS** second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for **FIVE YEARS**.
- **IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE:** In addition to all the penalties listed above, you may have • A **SECURITY SUSPENSION** for **TWO YEARS** or more and • A **JUDGMENT SUSPENSION** **INDEFINITELY** (until all damages have been satisfied).
- **THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.**
- **WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.**
- **WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:** • AN INSURANCE POLICY showing automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage • AN INSURANCE IDENTIFICATION CARD (same coverage) • A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company • A BMV BOND SECURED BY REAL ESTATE having equity of at least \$50,000 • A BMV CERTIFICATE FOR MONEY in the amount of \$30,000 on deposit with the Registrar of Motor Vehicles • A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

EXHIBIT H

**“Application(s) for Certificate of Title to
a Motor Vehicle”**



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

APPLICATION(S) FOR CERTIFICATE OF TITLE TO A MOTOR VEHICLE

(Type or Print in Ink)

CHECK TYPE OF APPLICATION(S) Fee of \$5.00 for failure to apply for title within 30 days of assignment.

COUNTY		MADISON
PRIMARY APPLICANT'S NAME ROBERT LEE DAVIS		SSN / EIN 232883758
PRIMARY APPLICANT'S ADDRESS 383 US HIGHWAY 42 NE LONDON, OH 43140		
SECONDARY APPLICANT'S NAME		SSN / EIN 00
SECONDARY APPLICANT'S ADDRESS		

Hereby declares under penalty of perjury that he / she is the lawful (owner / purchaser / lien holder) of the following described motor vehicle and hereby makes application for the following:

☒ ORIGINAL CERTIFICATE OF TITLE Evidence of ownership _____ MCO, Previous Title No., Registration, etc.

Applicant acquired said motor vehicle by (state how acquired) _____

from: Name of Previous Owner GREAT LAKES HYUNDAI OF COLUMBUS Is Seller a Minor? ☐ Yes ☒ No

Address of Previous Owner 2900 Morse Rd Columbus, OH 43231

The following is a full statement of all liens on said motor vehicle. If no lien state "none", if more than one lien, attach statement of all additional liens.

Lien Holder NONE /E Code # _____ Address _____

☐ DUPLICATE CERTIFICATE OF TITLE

Applicant states that Certificate of Title Number _____ has been _____ ;
that said motor vehicle has not been sold or disposed of except as stated below: lost, stolen, destroyed

The vehicle is in the possession of _____
residing at _____ and that if said Certificate of Title be hereby
recovered by this applicant he will deliver same to the Clerk of Courts for cancellation.

The following is a full statement of all liens on said motor vehicle. If no lien state "none", if more than one lien, attach statement of all additional liens.

Lien Holder _____ /E Code # _____ Address _____

☐ REPLACEMENT CERTIFICATE OF TITLE for Certificate of Title Number _____

☐ MEMORANDUM CERTIFICATE OF TITLE for Certificate of Title Number _____

☐ SALVAGE CERTIFICATE OF TITLE

Applicant states that the original Certificate of Title Number _____
has been surrendered to the Clerk of Courts.

YEAR 2020	VIN 5LMCJ1C94LUL12595	MODEL CORSAIR	
BODY TYPE SUV	MAKE LINCOLN	CONVERSION	
PURCHASE PRICE \$ 24,272.00	TRADE IN ALLOWANCE \$ 5,000.00	GROSS TAX DUE \$ 1,699.04	VENDOR'S DISCOUNT \$ 12.74
TAX PAID \$ 1,696.30	TAX EXEMPTION <input type="checkbox"/> Yes REASON:		DEALER'S PERMIT NUMBER ND004449-01
VENDOR'S NUMBER N/A	CONDITION OF VEHICLE, WATERCRAFT, or OUTBOARD MOTOR (Check only one) <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Wrecked		

Warning: You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code (R.C.) and is punishable by six months imprisonment and a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

Applicant's signature X Robert Lee Davis Is Applicant a Minor? ☐ Yes ☒ No

Sworn to and subscribed in my presence this 1 day of OCTOBER, 20 24 in N/A County,
State of OH

(Notary Seal)

X _____ My commission expires _____
Signature of Notary Public or other Authorized Officer by law

NOTE: A motor vehicle dealer licensed in accordance with 4517 of the R.C., who is the owner or purchaser of the motor vehicle, is not required to have this document notarized under section 4805.063 of the R.C.

BMV 3774 3/23 (17601081)

Original

WARRANTY STATEMENT: Seller is selling this Vehicle to you "AS-IS" and expressly disclaims all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless Seller provides a separate Limited Warranty or enters into a service contract with you at the time of, or within 90 days of, the date of this transaction. If a separate Dealer Limited Warranty or Dealer Obligor Service Contract is provided by the Seller, any implied warranties shall apply only for the duration of the Dealer Limited Warranty/Dealer Obligor Service Contract. Any warranties by a manufacturer or supplier other than Seller are theirs, not Seller's, and only such manufacturer or supplier shall be liable for performance under such warranties. Seller neither assumes nor authorizes any other person to assume for Seller any liability in connection with the sale of the Vehicle and/or the related goods and services. Oral promises or affirmations of fact will not be recognized and shall not be construed as a warranty of any kind. TO THE EXTENT PERMITTED BY LAW, BUYER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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.

Waiver of Jury Trial: The Parties knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statement, or act by or between them.

AGREEMENT TO ARBITRATE: BUYER HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO BE BOUND BY THE AGREEMENT TO ARBITRATE IN PARAGRAPH 17 OF THIS RETAIL BUYER'S ORDER AND THAT HE/SHE IS KNOWINGLY AND UNCONDITIONALLY WAIVING THE RIGHT TO LITIGATE CLAIMS IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE IN ANY CLASS ACTION.

Buyer's Initials RA

Co-Buyer's Initials _____

ADDITIONAL AGREEMENTS BETWEEN THE SELLER AND BUYER(S)

1. Terms used in this Agreement: This Retail Buyer's Order contains the following words and phrases that appear throughout this Agreement and have particular meanings:

- **Agreement** - Means this Retail Buyer's Order, the Retail Installment Sales Contract (RISC) or Finance Contract, and any other documents that are part of this transaction.
- **You, Your, I, Me, Buyer** - Means the Buyer(s) and Co-Buyer(s) identified in this Agreement.
- **We, Us, Our, Seller, Dealer, Dealership** - Means the Seller that is identified in this Agreement and its Authorized Representatives.
- **Manufacturer** - Means the company that manufactured the vehicle.
- **Vehicle** - Means the vehicle that you are purchasing from us as described in this Agreement.
- **New Vehicle** - Means any vehicle that has not previously been issued a Certificate of Title and is not otherwise defined as a "Used Vehicle" under Federal law.
- **Used Vehicle** - Means the vehicle has been previously titled in this or another state, licensed while in the Seller's demonstrator program, or driven more miles than necessary in moving or road testing a new vehicle prior to delivery to a consumer.
- **Trade-In Vehicle** - Means the used vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2. Our Right to Increase the Price: We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

3. Manufacturer's Design Changes: In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

4. Your Representations and Warranties: You represent, warrant and affirm to us that (a) You are not purchasing a New Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.

5. Acceptance of Vehicle: You acknowledge that you have carefully inspected the Vehicle and are satisfied with its appearance, condition and operation. You understand that it is possible that some minor scratches, dents, or damage may have occurred to the Vehicle during shipping, storage or while the Vehicle was on our lot. In addition, it is possible that a used vehicle has had previous body, structural or mechanical problems that have been repaired. You have been given an opportunity to inspect the Vehicle and to conduct any prepurchase investigation into the current or prior condition, use or ownership as you deem necessary and you hereby accept the Vehicle in its current condition.

6. Your Representations Regarding the Trade-In Vehicle: Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, prior title brands, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.

7. Our Appraisal of Your Trade-In Vehicle: If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

8. Our Right to Cancel this Agreement: We may cancel this Agreement if: (1) your credit application is not approved by a financing source; (2) your purchase is subject to the Conditional Delivery Agreement - Limited Right to Cancel in Paragraph 15 and the Retail Installment Sales Contract is not accepted or approved by a financing source on terms acceptable to us; or (3) we cannot deliver the Vehicle on the date specified in this Agreement.

Buyer's Initials RA

Co-Buyer's Initials _____

Original

EXHIBIT I

“Application for Dealer Assignment”



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

APPLICATION FOR DEALER ASSIGNMENT

STOCK #: T24C12608

POWER OF ATTORNEY TO TRANSFER OWNERSHIP AND ATTESTATION OF MILEAGE AND IDENTITY FOR THE TRANSFER OF OWNERSHIP OF A VEHICLE OR WATERCRAFT TO OR FROM A MOTOR VEHICLE OR WATERCRAFT DEALER LICENSED BY CHAPTERS 4517/1547 PURSUANT TO OHIO REVISED CODE (R.C.) 4505.032/1548.032 AND APPLICATION FOR CERTIFICATE OF TITLE.

ASSIGNMENT OF OWNERSHIP

I (we) certify the vehicle or watercraft or outboard motor described in this statement was delivered on 10/01/2024 for the price of \$ RESALE
to: GREAT LAKES HYUNDAI OF COLUMBUS Is Seller a Minor? ☐ Yes ☒ No

TRANSFEREE'S / BUYER'S PRINTED NAME
GREAT LAKES HYUNDAI OF COLUMBUS

TRANSFEREE'S / BUYER'S PRINTED ADDRESS
2800 Morse Rd Columbus, OH 43231

Warning to transferor and transferee (seller and buyer). You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the R.C. and is punishable by six months imprisonment and a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

PICTURE ID ISSUED FROM STATE OF OH		OPERATOR LICENSE NUMBER OR ID NUMBER RR076578		CURRENT TITLED OWNER(S) NAME ROBERT LEE DAVIS	
CONTROL NUMBER	YEAR 2017	MAKE LINCOLN	MODEL MKZ	BODY TYPE SEDAN	LENGTH
TITLE NUMBER	HP	CURRENT TITLE TYPE <input type="checkbox"/> REGULAR <input type="checkbox"/> SALVAGE <input type="checkbox"/> OFF ROAD		THIS VEHICLE WAS A (IF APPLICABLE) <input type="checkbox"/> FORMER LAW ENFORCEMENT <input type="checkbox"/> FORMER TAXI <input type="checkbox"/> FLOOD VEHICLE	
VIN / WIN / MIN 3LN6L5D98HR602685					

Federal and State laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.

I (we) certify to the best of my (our) knowledge that the odometer now reads 88,432 NO TENTHS MILES
and is the actual mileage of the vehicle unless one of the following statements is checked.

☐ The mileage stated is in excess of the mechanical limits. ☐ The odometer reading is not the actual mileage. WARNING--ODOMETER DISCREPANCY

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink) Fee of \$5.00 for failure to apply for title within 30 days of assignment.

CHECK TYPE OF APPLICATION(S):

☐ MOTOR VEHICLE ☐ MEMORANDUM ☐ WATERCRAFT ☐ DUPLICATE (Check One)
☐ OUTBOARD MOTOR ☐ SALVAGE ☐ REPLACEMENT ☐ Lost ☐ Stolen ☐ Destroyed

APPLICANT'S PRINTED NAME

GREAT LAKES HYUNDAI OF COLUMBUS

SS/NEIN

APPLICANT'S PRINTED STREET ADDRESS

2800 Morse Rd

CITY

Columbus

STATE

OH

ZIP CODE

43231

COUNTY

N/A

PURCHASE PRICE

\$ RESALE

TRADE IN ALLOWANCE

\$ N/A

GROSS TAX DUE

\$ N/A

VENDOR'S DISCOUNT

\$ N/A

TAX PAID

\$ N/A

TAX EXEMPTION: ☐ YES

REASON

DEALER'S PERMIT NUMBER

ND004449-01

VENDOR'S NUMBER

N/A

CONDITION OF VEHICLE OR WATERCRAFT OR OUTBOARD MOTOR (CHECK ONLY ONE):

☐ GOOD ☐ FAIR ☐ POOR ☐ WRECKED

LIEN INFORMATION: If no lien, state "none". If more than one lien, attach statement of all additional liens.

LIENHOLDER PRINTED NAME/E CODE #

NONE

ADDRESS

CITY

STATE

ZIP CODE

I (we) state that all information contained in this application is true and correct.

IS APPLICANT A MINOR? ☐ YES ☒ NO

APPLICANT'S SIGNATURE

X

☐ PRINTED ☒ NON PRINTED

TRANSFEREE'S / BUYER'S ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION AND/OR DUPLICATE TRANSACTIONS

TRANSFEREE'S / BUYER'S OR APPLICANT'S PRINTED NAME

GREAT LAKES HYUNDAI OF COLUMBUS

TRANSFEREE'S / BUYER'S SIGNATURE

X [Signature]

I/We, the current titled owner or applicant, appoint GREAT LAKES HYUNDAI OF COLUMBUS as my true and lawful attorney-in-fact to execute any and all application for assignment of Certificate of Title for the motor vehicle listed above. I attest to the above odometer reading. I warrant the title to be free of all liens.

TRANSFEROR'S / SELLER'S PRINTED NAME

ROBERT LEE DAVIS

TRANSFEROR'S / SELLER'S SIGNATURE

X [Signature]

TRANSFEROR'S / SELLER'S PRINTED ADDRESS

283 US HIGHWAY 42 NE

CITY

LONDON

STATE

OH

ZIP CODE

43140

EXHIBIT J

“Kram & Kram Auto Repair”

EXHIBIT K

“Receipts”

Great Lakes Hyundai of Columbus

2900 Morse Rd
COLUMBUS, OH 432
614-471-2900

10/01/24 6:48:24 PM
Ref #: R275168367704
Authorization Code: 823148

Great Lakes Hyundai
of Columbus

Total: \$500:00 USD

\$ 36,432.64

Card Number: XXXXXXXXXXXX1729
Card Holder: ROBERT DAVIS
Card Brand: VISA



Great Lakes

HYUNDAI OF COLUMBUS

2900 Morse Rd Columbus, OH 43231

Phone: (614) 471-2900 | glakeshyundaiofcolumbus.com

RECEIPT

CUSTOMER

DAVIS, ROBERT LEE
383 US HIGHWAY 42 NE
LONDON, OH 43140

RECEIPT #

200048223

DATE

10/02/24 120938

AMOUNT

36432.64

Payment Received:
Check 4116718

Total Received:

36432.64

36432.64

Payment Applied To: DOWN PAYMENT--DAVIS, ROBERT LE
222 : T24C1260A : 200048223

Total Applied:

36432.64

36432.64