

BUYER:

CO-BUYER:

Attachment 12A

SOLD VEHICLE ~~2000 Buick Wildcat~~

TRADE ONE

TRADE TWO

U  
1995

Done

Done

PAYOFF NONE

WASH OUT

FINANCE SOURCE:

[Empty box for finance source]

CONTRACT DATE: '99  
TERM: 78  
1ST PYMT DUE:  
CONTRACT MATURITY:

ITEM:	SELL:	COST:	RESERVE:	TOTALS:
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	500.00	150.00		
WARRANTY	1078 <del>2000.00</del>	549.00		
CARE	902 <del>NONE</del>	776 <del>NONE</del>		
ACCESSORY	NONE	NONE		
SILENCER I	NONE	NONE		
ETCH	400.00	75.00		
SILENCER III	NONE	NONE		
ADDITIONAL INCOME	NONE			
FINANCE CHARGE	12513.52	1155.63		
	14.90	12.90		
DEL. CHGS & FEES	415.00			
CONTRACT IN TRANSIT:	21974.05			
		TOTAL RESERVES:	2960	

TOTAL INSURANCE: NONE  
 350.00  
~~1451.00~~ 5190  
 NONE  
 NONE 626  
 NONE  
 325.00  
 NONE  
 TOTAL AFTERSALE: 1776.00  
 RESERVE: 1110.00

4

SELLING PRICE 19500.00  
COST 13419.67 SECONDARY FEE NONE

TRADE ALLOWANCE 1: 12500.00  
 TRADE ALLOWANCE 2: NONE  
 A.C.V. TRADE 1: 8500.00  
 A.C.V. TRADE 2: NONE  
 FACT. INCENTIVE: NONE  
 PROFIT ON SALE: 2080.33  
 TOTAL GROSS PROFIT ON SALE: 5982.33

SALESMAN ONE:  
 SALESMAN TWO:  
 F&I MANAGER:  
 SLS MANAGER:

COMMENTS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STK #: \_\_\_\_\_

BUYER: \_\_\_\_\_

CO-BUYER: \_\_\_\_\_

Attachment 12B

SOLD VEHICLE

TRADE ONE

TRADE TWO

NEW  
98



*Done*

PAYOFF NONE

PAYOFF NONE

FINANCE SOURCE: \_\_\_\_\_

WASHOUT

CONTRACT DATE: \_\_\_\_\_/98  
TERM: 48  
1ST PYMT DUE:  
CONTRACT MATURITY:

ITEM:	SELL:	COST:	RESERVE:	TOTALS:
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	NONE	NONE	NONE	
WARRANTY	659 <del>1200.00</del>	309 <del>309.00</del>	1491.00	
PROLOCK	1141.00	700	350	841.00
ACCESSORY	NONE	NONE	NONE	
SILENCER I	NONE	NONE	NONE	
SILENCER II	NONE	NONE	NONE	
SILENCER III	553	100	453.00	
ADDITIONAL INCOME	NONE			
FINANCE CHARGE	3781.19	1313.90		
DEL. CHGS & FEES	6.17	6.17		
CONTRACT IN TRANSIT:	21405.12			
SELLING PRICE	<del>18000.00</del>	18447		
COST	16828.47			
TRADE ALLOWANCE 1:	1047.00			
TRADE ALLOWANCE 2:	NONE			
A.C.V. TRADE 1 :	NONE			
A.C.V. TRADE 2 :	NONE			
FACT. INCENTIVE :	NONE			
PROFIT ON SALE :				1124.53
TOTAL GROSS PROFIT ON SALE :				2985.53

TOTAL AFTERSELL: 1491.00  
RESERVE: NONE  
**1644.00**  
370.00  
1861.00

SALESMAN ONE: \_\_\_\_\_  
SALESMAN TWO: \_\_\_\_\_  
F&I MANAGER : \_\_\_\_\_  
SLS MANAGER : \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STK #:

DEAL RECAP & WASHOUT

DL. #:

BUYER: \_\_\_\_\_

CO-BUYER: \_\_\_\_\_

**Attachment 12C**

SOLD VEHICLE

TRADE ONE

TRADE TWO

N  
1999

*DAP*

PAYOFF NONE

PAYOFF NONE

FINANCE SOURCE: \_\_\_\_\_

W A S H O U T

CONTRACT DATE:  98  
TERM: 48  
1ST PYMT DUE: \_\_\_\_\_  
CONTRACT MATURITY: \_\_\_\_\_

<u>ITEM:</u>	<u>SELL:</u>	<u>COST:</u>	<u>RESERVE:</u>	<u>TOTALS:</u>
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	NONE	NONE	TOTAL INSURANCE:	NONE
WARRANTY	NONE	NONE	NONE	
CARE	NONE	NONE	NONE	
ACCESSORY	NONE	NONE	NONE	
SILENCER I	NONE	NONE	NONE	
ETCH	750.00	100.00	650.00	
SILENCER III	NONE	NONE	NONE	
ADDITIONAL INCOME	NONE		TOTAL AFTERSSELL:	650.00
FINANCE CHARGE	5124.50	1313.90	RESERVE:	250.00
	8.27	7.77		
DEL. CHGS & FEES	370.00		TOTAL RESERVES:	370.00
CONTRACT IN TRANSIT:	20958.27			1270.00

*1*

*900<sup>00</sup>*

SELLING PRICE 18978.00  
COST 18521.00 SECONDARY FEE NONE

TRADE ALLOWANCE 1: NONE  
 TRADE ALLOWANCE 2: NONE  
 A.C.V. TRADE 1: NONE  
 A.C.V. TRADE 2: NONE  
 FACT. INCENTIVE: NONE  
 PROFIT ON SALE: 457.00  
**TOTAL GROSS PROFIT ON SALE: 1272.00**

*DAP*

SALESMAN ONE:   
SALESMAN TWO:   
F&I MANAGER:   
SLS MANAGER:

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*457  
370  
127*

STK #:

DEAL RECAP & WASHOUT

DL. #:

BUYER:

CO-BUYER:

Attachment 12D

SOLD VEHICLE

TRADE ONE

TRADE TWO

U  
97

4A3AX35G1VE059640

PAYOFF NONE

WASHOUT

FINANCE SOURCE:

[Empty box for Finance Source]

CONTRACT DATE: /99  
TERM: 84  
1ST PYMT DUE:  
CONTRACT MATURITY:

ITEM:	SELL:	COST:	RESERVE:	TOTALS:
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	390.00	190.00	200.00	TOTAL INSURANCE: NONE
WARRANTY	1300.00	524.00	776.00	
PROLOCK	NONE	NONE	NONE	
ACCESSORY	NONE	NONE	NONE	
SILENCER I	NONE	NONE	NONE	
SILENCER II	NONE	NONE	NONE	
SILENCER III	NONE	NONE	NONE	
ADDITIONAL INCOME	NONE			TOTAL AETERSELL: 776.00
FINANCE CHARGE	13685.02	10637.78	RESERVE: 2226.82	
	13.75	11.00		
DEL. CHGS & FEES	354.00			354.00
			TOTAL RESERVES:	3356.82
CONTRACT IN TRANSIT:	23762.53			

*GAP*  
*W/CC+2*

*3202.82*

SELLING PRICE 23820.00  
COST 16910.63 SECONDARY FEE NONE

TRADE ALLOWANCE 1: 12000.00  
TRADE ALLOWANCE 2: NONE  
A.C.V. TRADE 1 : 5500.00  
A.C.V. TRADE 2 : NONE  
FACT. INCENTIVE : NONE  
PROFIT ON SALE :

TOTAL GROSS PROFIT ON SALE : 409.37  
3766.19

SALESMAN ONE:  
SALESMAN TWO:  
F&I MANAGER :  
SLS MANAGER :

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STK #: \_\_\_\_\_

DEAL RECAP & WASHOUT

DL. #: \_\_\_\_\_

BUYER: \_\_\_\_\_

CO-BUYER: \_\_\_\_\_

Attachment 12E

SOLD VEHICLE

TRADE ONE

TRADE TWO

USED

92

\_\_\_\_\_

PAYOFF NONE

PAYOFF NONE

WASHOUT

FINANCE SOURCE: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ '97

TERM: 54

1ST PYMT DUE: \_\_\_\_\_

CONTRACT MATURITY: \_\_\_\_\_

ITEM:	SELL:	COST:	RESERVE:	TOTALS:
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	520.00	190.00	TOTAL INSURANCE: NONE	NONE
WARRANTY	875.00	675.00	<del>NONE</del> 330.00	
PROLOCK	NONE	NONE	200.00	
ACCESSORY	NONE	NONE	NONE	
SILENCER I	NONE	NONE	NONE	
SILENCER II	NONE	NONE	NONE	
SILENCER III	NONE	NONE	NONE	
ADDITIONAL INCOME	NONE		TOTAL AFTERSALE: 200.00	
FINANCE CHARGE	3494.26	2494.18	RESERVE: 750.06	
	15.00	10.99		
DEL. CHGS & FEES	495.00			495.00
		TOTAL RESERVES:	1280	1445.06
CONTRACT IN TRANSIT:	9136.54			

SELLING PRICE 6900.00  
 COST 5290.00 SECONDARY FEE NONE

TRADE ALLOWANCE 1: NONE  
 TRADE ALLOWANCE 2: NONE  
 A.C.V. TRADE 1 : NONE  
 A.C.V. TRADE 2 : NONE  
 FACT. INCENTIVE : NONE  
 PROFIT ON SALE :

TOTAL GROSS PROFIT ON SALE: 1610.00

~~3055.06~~

3385.06

SALESMAN ONE:  
 SALESMAN TWO:  
 F&I MANAGER :  
 SLS MANAGER :

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STK #:

DEAL RECAP & WASHOUT

DL. #:

BUYER:

CO-BUYER:  Attachment 12F

SOLD VEHICLE

TRADE ONE

TRADE TWO

U  
1998

PAYOFF NONE

PAYOFF NONE

W A S H O U T

FINANCE SOURCE:

CONTRACT DATE:   
TERM: 60  
1ST PYMT DUE:   
CONTRACT MATURITY:

<u>ITEM:</u>	<u>SELL:</u>	<u>COST:</u>	<u>RESERVE:</u>	<u>TOTALS:</u>
CREDIT LIFE	NONE	NONE	NONE	
A&H/DISABILITY	NONE	NONE	NONE	
GAP	NONE	NONE	TOTAL INSURANCE: NONE	
WARRANTY	<del>1503.46</del> 1014	664.00	<del>900.76</del> 350	
CARE	NONE	NONE	NONE	
ACCESSORY	NONE	NONE	NONE	
SILENCER I	NONE	NONE	NONE	
ETCH	NONE 489.46	100.00	<del>100.00</del> 389.46	
SILENCER III	NONE	NONE	NONE	
ADDITIONAL INCOME	NONE		TOTAL AFTERSALE: 739.46	
FINANCE CHARGE	5423.94	4709.94	RESERVE: 499.80	
	14.50	12.75		
DEL. CHGS & FEES	495.00			495.00
CONTRACT IN TRANSIT:	13129.26		TOTAL RESERVES: 1239.26	1734.26

SELLING PRICE 11041.76  
COST 9485.00 SECONDARY FEE NONE

TRADE ALLOWANCE 1: NONE  
 TRADE ALLOWANCE 2: NONE  
 A.C.V. TRADE 1: NONE  
 A.C.V. TRADE 2: NONE  
 FACT. INCENTIVE: NONE  
 PROFIT ON SALE: 1556.76  
 TOTAL GROSS PROFIT ON SALE: 3291.02

SALESMAN ONE:   
SALESMAN TWO:   
F&I MANAGER:   
SLS MANAGER:

COMMENTS: \_\_\_\_\_

9085  
9445

# Attachment 13A

DEAL #  
RETAIL ORDER FOR A MOTOR VEHICLE

SALESMAN \_\_\_\_\_  
SALESMAN \_\_\_\_\_

DATE \_\_\_\_\_

CO. PURCHASER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RES PHONE \_\_\_\_\_

BUS PHONE \_\_\_\_\_

PLEASE ENTER MY ORDER FOR THE FOLLOWING:  NEW  USED YEAR 1998 MAKE \_\_\_\_\_

MODEL SERIES \_\_\_\_\_ BODY TYPE \_\_\_\_\_ COLOR \_\_\_\_\_ TRIM \_\_\_\_\_ VIN NO. \_\_\_\_\_

TO BE DELIVERED ON OR ABOUT \_\_\_\_\_ / 19 MILEAGE 16477 STOCK NO. \_\_\_\_\_

	LIST PRICE	\$
BATTERY FEE	11041.76	
ELECTRONIC FILING	1.50	
	16.00	
		N/A
		N/A
		N/A
		N/A

THE RETAIL DELIVERY FEES REPRESENTS COSTS AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

1. USED CARE TRADE-IN ODOMETER

MAKE	MODEL	TYPE
YEAR	ACV	SERIAL NO
19	LIC NO	STOCK NO

LIENHOLDER

2. USED CARE TRADE-IN ODOMETER

MAKE	MODEL	TYPE
YEAR	ACV	SERIAL NO
19	LIC NO	STOCK NO

LIENHOLDER

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE INCLUDING ACCESSORIES*		11059.26
-	TRADE #1 ALLOWANCE	N/A
-	TRADE #2 ALLOWANCE	N/A
=	CASH DIFFERENCE	11059.26
+	DELIVERY/DOCUMENT FEES	279.00
=	AMOUNT TAXABLE/STATE	11338.26
+	STATE SALES TAX	730.30
+	TAG/REG. TRANSFER FEES	202.00
+	FEDERAL EXCISE TAX	N/A
+	BALANCE OWED/TRADE #1	N/A
+	BALANCE OWED/TRADE #2	N/A
=	TOTAL CASH BALANCE	12270.56
-	TOTAL DOWN PAYMENT	750.00
=	CASH BALANCE DUE	11520.56

TRADE #1

I understand that I am liable and will pay on demand, any higher difference due on the payoff of my traded-in car. If payoff is lower than quoted, the difference will be applied to the contract.

CUSTOMER SIGNATURE X \_\_\_\_\_

TRADE #2

I understand that I am liable and will pay on demand, any higher difference due on the payoff of my traded-in car. If payoff is lower than quoted, the difference will be applied to the contract.

CUSTOMER SIGNATURE X \_\_\_\_\_

**CONTRACTUAL DISCLOSURE STATEMENT: (APPLIES TO USED VEHICLE SALES ONLY)**

The information you see on the window of this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale. Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby and that THIS ORDER SHALL BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S APPROVAL \_\_\_\_\_ (DATE) \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ Business Mg

PURCHASER'S APPROVAL \_\_\_\_\_ (DATE) \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ Sales Mg

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED

# Attachment 13B

RETAIL ORDER FOR A MOTOR VEHICLE

SALESMAN \_\_\_\_\_

SALESMAN \_\_\_\_\_

DATE			03
CO-PURCHASER			DOB

ADDRESS		RES PHONE
CITY	STATE	BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING:  NEW  USED      YEAR **1998**      MAKE \_\_\_\_\_

MODEL OR SERIES	BODY TYPE	COLOR	TRIM	VIN NO.
-----------------	-----------	-------	------	---------

TO BE DELIVERED IN OR ABOUT	19	MILEAGE	16477	STOCK NO.		LIST PRICE \$	11500.00	
							BATTERY FEE	1.50
							ELECTRONIC FILING	15.00
								N/A
								N/A
								N/A
								N/A

THE RETAIL DELIVERY FEES REPRESENTS COSTS AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE INCLUDING ACCESSORIES*	11517.50
- TRADE #1 ALLOWANCE	N/A
- TRADE #2 ALLOWANCE	N/A
= CASH DIFFERENCE	11517.50
+ DELIVERY/DOCUMENT FEES	279.00
= AMOUNT TAXABLE/STATE	11796.50
+ STATE SALES TAX	757.79
+ TAG/REG. TRANSFER FEES	282.00
+ FEDERAL EXCISE TAX	N/A
+ BALANCE OWED/TRADE #1	N/A
+ BALANCE OWED/TRADE #2	N/A
= TOTAL CASH BALANCE	12756.29
- TOTAL DOWN PAYMENT	500.00
+ WARRANTY + TAX	1284.00
= CASH BALANCE DUE	13540.29

USED CARE TRADE-IN		ODOMETER
MAKE	MODEL	TYPE
YEAR	ACV	SERIAL NO
	LIC NO	STOCK NO
LNHOLDER		

USED CARE TRADE-IN		ODOMETER
E	MODEL	TYPE
YEAR	ACV	SERIAL NO
19	LIC NO	STOCK NO
LNHOLDER		

**TRADE #1**  
I understand that I am liable and will pay on demand, any higher difference due on the payoff of my traded-in car. If payoff is lower than quoted, the difference will be applied to the contract.  
CUSTOMER SIGNATURE X \_\_\_\_\_

**TRADE #2**  
I understand that I am liable and will pay on demand, any higher difference due on the payoff of my traded-in car. If payoff is lower than quoted, the difference will be applied to the contract.  
CUSTOMER SIGNATURE X \_\_\_\_\_

**CONTRACTUAL DISCLOSURE STATEMENT: (APPLIES TO USED VEHICLE SALES ONLY)**

The information you see on the window of this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale. Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby and that THIS ORDER SHALL NOT COME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S APPROVAL _____	(DATE)
PURCHASER'S APPROVAL _____	(DATE)

APPROVED BY: _____	Business Mgr.
ACCEPTED BY: _____	Sales Mgr.

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY: \_\_\_\_\_

DUANE M. OVERHOLT,  
Plaintiff,

CASE NO. : 99-2416-Civ-T-23

vs.

SONIC AUTOMOTIVE - 21699  
U.S. HWY. 19 N., INC.,  
d/b/a CLEARWATER MITSUBISHI,

Defendant.

DEPOSITION OF:

RICHARD BRISKE

TAKEN:

Pursuant to Notice by  
Counsel for Plaintiff.

DATE:

September 13, 2000

TIME:

9:10 - 9:55 a.m.

PLACE:

BAY AREA REPORTING, INC.  
401 East Jackson Street  
Suite 2320  
Tampa, Florida

REPORTED BY:

DEBBIE E. ASKINS  
Court Reporter  
Notary Public

ORIGINAL



**BAY AREA REPORTING, INC.**

SUNTRUST FINANCIAL CENTRE • TAMPA, FLORIDA 33602  
401 EAST JACKSON STREET • (813) 229-7207  
SUITE 2320 • FAX (813) 229-8498

A. It would be a different price. I'm not sure it could be lower, but. . .

Q. Well, why would it be a different price?

A. Well, I mean, if the customer-- for example, this one here, it looks to me like the customer was charged \$1,594 on his contract and the warranty actually cost 1,199.

Q. Now, the cost to the customer was 1,199, right?

A. Right.

Q. Okay. The cost of the warranty stays the same, whether the-- I mean, the cost of the warranty, what the dealer pays for the warranty is the same. It doesn't matter whether you're sending the form to the bank or to the warranty company; is that right?

A. Correct. It's based on the kind of car it is.

Q. Okay. So in the Zapata deal, which is Exhibit 1, is it your testimony that the bank would be told that the warranty cost \$1,594?

A. Without seeing the warranty form, I'm assuming, but yes.

Q. And the warranty company would be told that the warranty cost \$1,199?

A. Correct.

Q. And you've seen that throughout your work at Clearwater Mitsubishi?



## BAY AREA REPORTING, INC.

SUNTRUST FINANCIAL CENTRE • TAMPA, FLORIDA 33602  
401 EAST JACKSON STREET • (813) 229-7207  
SUITE 2320 • FAX (813) 229-9100

A. I've seen it, yes.

Q. That's how they have handled it?

A. Yes.

Q. Okay. Do you know who at Clearwater Mitsubishi set it up that way, that the bang would be told one number and the warranty number-- and the warranty company would be told another number?

A. No.

Q. Do you know if Rose knew that's how you were handling it?

A. I'm not sure to tell you truth. She doesn't really see the warranty form or the washout forms.

Q. How about the F&I managers, would they know?

A. Yes.

Q. How about Dave Mulder, would he know?

A. I'm assuming he would.

Q. He supervises the F&I managers?

A. Right.

Q. How about Mike Leonard, would he know?

A. There again, I don't know.

Q. Okay. Did that cause you any problems, the bank was being told one number and the warranty company was being told another number?

A. No. I've never dealt with the retail before. As I understood it, the customer would be charged another



## BAY AREA REPORTING, INC.

SUNTRUST FINANCIAL CENTRE  
401 EAST JACKSON STREET  
SUITE 2320

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FAX (813) 229-8498