

P14000089790

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

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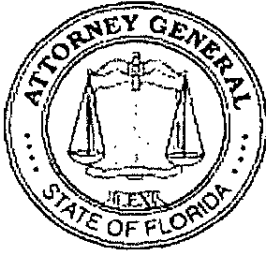
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FILED  
16 OCT 14 PM 2:20  
SECRETARY OF STATE  
TALLAHASSEE, FL

*Can't order  
dissolution*

OCT 24 2016

D CUSHING



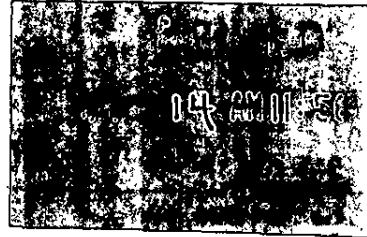
**PAM BONDI**  
**ATTORNEY GENERAL**  
**STATE OF FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL**  
**General Civil Litigation**

Melissa Eggers, Esquire  
Assistant Attorney General  
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Florida Department of State  
Division of Corporations  
Corporate Filings  
PO Box 6327  
Tallahassee, FL 32314

October 11, 2016



Dear Ms. Diane Cushing.

On September 28, 2016 Judge Norma Lindsey of the Eleventh Judicial Circuit issued a default judgment against Djamel Medragh on a civil complaint which was filed against him by The State of Florida, Department of Legal Affairs. Among the relief granted, the Court ordered the dissolution of specific companies associated with Djamel Medragh. Please find enclosed a certified copy of the order that was issued. I draw your attention to paragraph 5 which states:

***ORDERED that upon receipt of this Order, the Florida Department of State shall dissolve the following companies:***

***FDM Tax Services, Inc.; Florida Department of State Document number P13000100363.***

***GC Trading Company; Florida Department of State Document number P14000089790.***

***Gulf Independent Distributors, LLC.***

Please ensure that the above mentioned companies are hereby dissolved. Please feel free to contact me with any questions or concerns.

Sincerely,

Melissa L. Eggers  
Assistant Attorney General

Enclosure: Order by Court

IN THE CIRCUIT COURT OF  
THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA,  
OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

vs.

DJAMEL MEDRAGH

Defendant.

CASE NO. 16-2016-CA-006583

2016 SEP 28 AM 11:30  
CLERK OF DISTRICT COURT  
STATE OF FLORIDA  
CIVIL WSS

FILED  
16 OCT 14 PM 2:20  
CLERK OF DISTRICT COURT  
STATE OF FLORIDA  
CIVIL WSS

**ORDER OF FINAL JUDGMENT AGAINST DEFENDANT**

THIS CAUSE is before the Court upon the Plaintiff's, STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LEGAL AFFAIRS, Motion for Final Default Judgment. This Court has reviewed all papers submitted, took orals arguments on September 27, 2016. At this hearing, counsel for the Plaintiff personally appeared. Neither Defendant, nor counsel on his behalf, appeared at the hearing. Counsel on behalf of Ally Financial, Inc. a lienholder of certain property at issue in this case, appeared telephonically. The Court is otherwise fully advised in the premises.

On March 15, 2016 the Plaintiff filed a Summons and Complaint alleging a violation of Chapter 895, The Florida RICO Act against Defendant, DJAMEL MEDRAGH. The twenty-two page Complaint alleges that the Defendant engaged in what is known as 'Pill-Mill Trafficking'. Whereby, the Plaintiff engaged in racketeering enterprise by having purchased prescription drugs off the streets and on a black-market, illegally and incorrectly repackaged and relabeled said drugs, fabricated documentation which purported to authenticate the drugs and then re-sold the

drugs to retail pharmacies along with the false documentation. Financial profits were derived as a result of said illegal activity. Said funds were used to purchase a 2015 Chevrolet Corvette, VIN number 1G1YU2D65F5603452 and residential real property located at 5200 SW 92<sup>nd</sup> Ave, Miami, Florida. The Defendant used various company names to carry out the RICO Enterprise activities, including FDM Tax Services, Inc.; GC Trading Company; and Gulf Independent Distributors, LLC.

Service was attempted upon the Defendant by way of a process server to two addresses of the Defendant, one being a residential property Medragh purchased the other being a residential property Medragh's parents purchased and Medragh had lived at. After several unsuccessful attempts, Verified Returns of Non-Service were filed. Nine attempts were made at the parent's house on various dates and times. Four different attempts were made at the property owned by Medragh, all indications by the process server indicated said house was vacant. Next, Service by Publication was effectuated from May 5, 2016 through May 26, 2016. The Court is satisfied that the Defendant is not an active member of the US military. The Court is also aware that state law enforcement is unaware of Defendant's whereabouts and believes he has fled the country due to a capias issued against the Defendant based upon felony criminal charges.

This Court finds that sufficient attempts of service by a Process Server were made. Further, this Court finds that Service by Publication has been effectuated.

Since the commencement of this suit, the Defendant has failed to make an appearance either by way of filing a responsive pleading, a motion or by any papers submitted to this Court or to Plaintiff.

The Plaintiff has further presented evidence that all mailings sent to Defendant at the property he owns of 5200 SW 92<sup>nd</sup> Ave, Miami, Florida has been returned as 'Vacant' from the US Post Office since April 6, 2016 until as recently as September 9, 2016.

This Court is permitted, pursuant to Fla. R. Civ. P. 1.500, to enter a judgment of default against the Defendant on the basis that Defendant has failed to plead or otherwise answer the allegations contained in the Complaint filed against him. This Court finds that neither the Defendant, an attorney on his behalf or even a representative of Defendant has appeared, has filed a scintilla of paperwork, nor has made a communication with the Plaintiff or the Clerk of the Court. Said actions justify an entry of default. See Willverd v. Anderson, 312 So. 2d 504, 506 (Fla. 4th DCA 1975); See Crocker Investments, Inc. v. Statesman Life Ins. Co., 515 So. 2d 1305, 1307 (Fla. 3d DCA 1987); See also Reicheinbach v. Se. Bank, N.A., 462 So.2d 611, 612 (Fla. 3d DCA 1985).

The Plaintiff has presented sufficient well-plead facts to uphold the relief requested. See Ellish v. Richard, 622 So. 2d 1154, 1155-56 (Fla. 4th DCA 1993). See also North American Accident Insurance Co. v. Moreland, 60 Fla. 153, 53 So. 635 (1910).

This Court has taken evidence which supports that on March 14, 2016, pursuant to a criminal search warrant, Florida Department of Law Enforcement, seized a 2015 Chevrolet Corvette with a VIN of 1G1YU2D65F56034522015 which was purchased and financed with illegal proceeds

Ally Financial Inc., the lien holder of said Corvette, contends that it presently holds a valid lien with regards to this vehicle. The Plaintiff and Lienholder have presented to this Court a Settlement Agreement which addresses the return of said vehicle for the liquidation of said vehicle to the Lienholder and to the process in which the Lienholder and Plaintiff seeks to satisfy

the outstanding lien and remit any proceeds remaining to the Clerk of the Court. This Court has approved and ratified said Agreement and is attached hereto as Exhibit A and is incorporated in its entirety hereto.

This Court has taken evidence which supports that a residential property located at 5200 SW 92<sup>nd</sup> Ave, Miami, Florida was purchased with funds obtained from the RICO activity. The Court has also taken evidence that the Defendant is not and has not resided at this location.

The Court finds that both the vehicle and the residential property are proceeds which were derived, directly or indirectly, from a pattern of racketeering activity to use or invest, whether directly or indirectly, any part of such proceeds, or the proceeds derived from the investment or use thereof, in the acquisition of any title to, or any right, interest, or equity in, real property or in the establishment or operation of any enterprise. Fla. Stat. § 895.05(2). This Court finds that both the vehicle and the residential property shall be forfeited to the Plaintiff.

This Court seeks to effectuate the quick and efficient resolution of forfeited property. Fla. Stat. §895.05. In furtherance of disposing of the forfeited property, this Court hereby enters the necessary Orders permitting the liquation of said property and permitting the deposits of proceeds from said property into the Court's Registry. Fla. R. Civ. P. 1.600. See also First States Inv'rs 3300, LLC v. Pheil, 52 So. 3d 845, 848 (Fla. 2d DCA 2011).

Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

1. ORDERED that DJAMEL MEDRAGH has failed to answer or make any appearance on this case and is therefore in Default;
2. ORDERED that DJAMEL MEDRAGH shall divest himself of any interest in the RICO Enterprise involving pill mill trafficking;

3. ORDERED that DJAMEL MEDRAGH is prohibited from engaging in the same type of endeavor, namely pill mill trafficking, which the Enterprise engaged in;

4. ORDERED that DJAMEL MEDRAGH is prohibited from engaging in the purchase, sale, wholesale, and distribution of pharmaceutical drugs, narcotic drugs, scheduled drugs, controlled substances, over the counter drugs, vitamins, supplements, chemicals, nutritional foods and nutritional liquids;

5. ORDERED that upon receipt of this Order, the Florida Department of State shall dissolve the following companies:

a. FDM Tax Services, Inc.; Florida Department of State Document number P13000100363.

b. GC Trading Company; Florida Department of State Document number P14000089790.

c. *Gulf Independent Distributors, LLC.*

6. ORDERED that DJAMEL MEDRAGH is to dissolve the Enterprise and its incorporated, unincorporated and shell companies created for and used in furtherance of the enterprise including FDM Tax Services, Inc., GC Trading Company, and Gulf Independent Distributors, LLC.

7. ORDERED that any license, permit or prior approval granted to DJAMEL MEDRAGH, his companies, and his Enterprise by an agency of the State, including Florida Department of Health, authorizing the distribution of pharmaceutical drugs, narcotic drugs, scheduled drugs, controlled substances, over the counter drugs, vitamins, supplements, chemicals, nutritional foods and nutritional liquids is hereby revoked.

8. ORDERED that upon receipt of this Order, the Florida Department of Health shall revoke any license or grant conferred upon, awarded to, or issued to DJAMEL MEDRAGH authorizing the distribution of pharmaceutical drugs, narcotic drugs, scheduled drugs, controlled substances, over the counter drugs, vitamins, supplements, chemicals, nutritional foods and nutritional liquids.

9. ORDERED that DJAMEL MEDRAGH shall surrender and revoke all charters and articles of incorporation of all corporations and entities created for and existing in furtherance of the enterprise, including but not limited to Gulf Independent Distributors, GC Trading, and FDM Tax Services, Inc.;

10. ORDERED that the following property is hereby forfeited to the Plaintiff for liquidation.

a. Real property located at 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230;

b. Personal property of a 2015 Chevrolet Corvette, VIN number 1G1YU2D65F5603452.

11. ORDERED that the Plaintiff shall take all immediate, necessary and reasonable steps in the liquidation of the 2015 Chevrolet Corvette, VIN number 1G1YU2D65F5603452 and the property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230.

12. ORDERED that the release, liquidation and remittance of funds from the sale of the 2015 Chevrolet Corvette, VIN number 1G1YU2D65F5603452 shall be executed in accordance with the Settlement Agreement between Plaintiff and Lienholder, attached hereto.

13. ORDERED that the Plaintiff is permitted to implore, use, hire, auctioneers, appraisers, outside counsel and other entities and persons as needed in furtherance of liquidation of the real property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230.

14. ORDERED that the *equity* from the sale of real property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230 shall be the amount defined as the liquidated proceeds less satisfactions of all costs, fees and liens.

15. ORDERED that the Plaintiff, and other entities, beings, companies, lienholders, real estate agents, title companies used in the liquidation of the property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230 shall deposit *all* proceeds, inclusive of fees, costs and liens owed on the property and in regards to the sale of the property, into the Miami-Dade Clerk of the Courts' Registry from the sale of the house.

16. ORDERED that the *Clerk of the Courts* shall accept for deposit into its Registry proceeds from the liquidation of the 2015 Chevrolet Corvette, VIN number 1G1YU2D65F5603452 and the sale of the property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230 and to hold said proceeds until further order of the Court.

17. ORDERED that the Plaintiff or the applicable lienholder shall motion to the Court after liquidation of the real property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230 for withdrawal and distribution of funds realized through the sale of the real property to satisfy all liens, costs, fees, taxes, associated with the property and with the sale of the property.

18. ORDERED that the Plaintiff shall motion to the Court after the satisfaction of all liens, costs, fees, taxes associated with the sale of the property of 5200 SW 92 Avenue, Miami, Florida, folio number 30-4021-023-0230 and the deposits of all funds, if any, from the liquidation of the vehicle, for distribution of the remaining forfeited equity pursuant to Fla. Stat. §895.09.

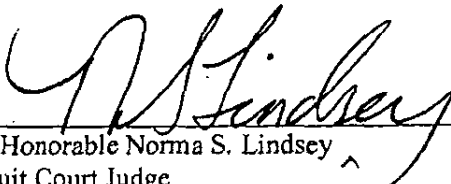
This Court shall maintain jurisdiction over this matter on all issues pertaining to the distribution of any cash or of any cash proceeds realized from the forfeiture and disposition of the property forfeited property. Fla. Stat. §895.09(1).

DONE AND ORDERED in Miami-Dade County, Florida, this 27 day of September, 2016.

**ORIGINAL**

SEP 27 2016

NORMA S. LINDSEY  
CIRCUIT COURT JUDGE

  
The Honorable Norma S. Lindsey  
Circuit Court Judge

Cc:

Melissa L. Eggers, Assistant Attorney General, Attorney for Plaintiff, 1515 N. Flagler Dr. Suite 900, West Palm, beach, FL 33401.  
Melissa.Eggers@myfloridalegal.com

Djamel Modragh, Defendant, last known addresses: 15942 SW 63<sup>rd</sup> Terrace, Miami, Florida, 33193-5563 and 5200 SW 92 Ave, Miami, Florida, 33165-6531

David Hicks, Esq., Attorney for Lienholder ALLY FINANCIAL INC, Kelley Kronenberg Suite 400, Tampa, Florida 33607  
dlevine@kelleykronenberg.com

SRS 12

9-27-16



2016 SEP 28 AM 11:14

CLERK, U.S. DISTRICT COURT  
DADE COUNTY, FLA.  
CIVIL 16-1

EXHIBIT A

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY

STATE OF FLORIDA,  
OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

Case No. 13-2016-CA-006583

vs.

DJAMEL MEDRAGH,

Defendant.

---

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff, STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS ("DLA"), and ALLY BANK ("LIENHOLDER")  
(collectively "PARTIES"), by and through their undersigned counsel, hereby mutually assent  
to enter into the following Settlement and Release of the property described herein and seized  
in the above captioned matter:

1. The subject of this Settlement and Release is a 2015 Chevrolet Corvette with a  
VIN of 1G1YU2D65F5603452 ("VEHICLE"). The VEHICLE was seized on March 14, 2016  
during the execution of a search warrant by the Florida Department of Law Enforcement. Said  
search warrant was related to the criminal charges giving rise to this civil RICO lawsuit. Per  
the allegations by the DLA and as stated in the DLA's Complaint, said VEHICLE was  
purchased by Defendant DJAMEL MEDRAGH with funds derived from activity in violation  
of The Florida RICO Act, Fla. Stat. Chapter 895. DLA seeks the seizure and forfeiture of said

VEHICLE pursuant to The Florida RICO Act.

2. The PARTIES agree and acknowledge that Defendant entered into a finance agreement with LIENHOLDER on February 20, 2015 ("Loan Agreement") for the purchase of the vehicle. The initial financed amount was \$94,319.37. A true and accurate copy of the Loan Agreement is attached hereto as Exhibit A. NEED THIS

3. The PARTIES agree and acknowledge that LIENHOLDER has a present interest in the VEHICLE, specifically the remaining principal balance on the Contract Agreement is \$87,601.18 of September 21, 2016.

4. LIENHOLDER acknowledges that it is the first lienholder of the VEHICLE and represents that its lien is superior to all others. LIENHOLDER represents and warrants to the DLA that it is unaware of any other lien(s) or potential claimant(s) other than Defendant; that it has not assigned, sold or transferred any ownership or possessory or title interest in the vehicle to any person or entity not a party hereto; and that it has not transferred any claims or rights asserted in this forfeiture action to any person or entity other than what is stated within this Settlement Agreement and Release.

5. LIENHOLDER states and acknowledges that it is entitled to possession of the VEHICLE subject to this action because Defendant has defaulted on his Loan Agreement with LIENHOLDER.

6. The PARTIES state and acknowledge that as pertaining to the VEHICLE, the LIENHOLDER is an innocent person for purposes of disposition of funds obtained through a forfeiture proceeding as defined in Fla. Stat. §895.09(1)(b).

7. The PARTIES are aware and acknowledge that the PARTIES cannot contractually void the statutory distribution formula as stated in Fla. Stat. §895.09.

Specifically, Fla. Stat. §895.09(3) states "[n]othing in this section shall be construed to limit the authority of an entity that files a forfeiture action to compromise a claim for forfeiture; however, any proceeds arising from a compromise or from the sale of property obtained in a compromise shall be distributed in the manner provided in subsections [895.09] (1) and (2)."

8. The LIENHOLDER states and acknowledges that the DLA has an interest in the equity realized above the amount of the lien payoff, if any, as a result of liquidation of the VEHICLE.

9. PARTIES acknowledge that according to Fla. Stat. §895.09(1), from the sale of the forfeited property, said property being the VEHICLE, "any statutory fees to which the clerk of the court may be entitled" must first be paid from the sale of the vehicle. LEINHOLDER agrees to pay any statutory fees to which the clerk of the court may be entitled from the sale of the VEHICLE from total funds of the principal and equity.

10. As of the date of this Agreement, DLA is unaware of any statutory fees to which the Clerk may be entitled to in this action.

11. For purposes of this agreement "Payoff Amount" shall mean the total amount of the outstanding lien, finance charges, the cost associated with the auctioning and liquidating the vehicle (said costs shall regard the standard, customary and reasonable costs associated with the auctioning of repossessed of similar luxury/sports cars vehicles as determined by present day auction industry standards for cars of this like, including the transport of said vehicle, compensating of auction house, compensating of auctioneer, re-keying of vehicle if needed, preparing and detailing vehicle for auction) the bank or financial institution fees associated with satisfying the Contract and Florida Highway Safety and Motor

Vehicle fees.

12. For purposes of this agreement, "Sale Proceeds" shall mean funds derived from the liquidation of the VEHICLE, less any Payoff Amount as described above.

13. For consideration and as acceptance of this Settlement and Release, the Parties herein agree to resolve the LIENHOLDERS' claim as follows:

(a) Upon court order approving this agreement, the DLA shall release the VEHICLE directly to LIENHOLDER. Subject to all other limitations herein, at a date and time to be determined by the DLA and LIENHOLDER, the VEHICLE shall be released from storage in Miami, Florida, directly to an authorized representative of LIENHOLDER, and at which point LIENHOLDER shall be deemed to have accepted possession, ownership and all responsibility for the VEHICLE, including all risks of loss or damage to the VEHICLE.

(b) The LIENHOLDER agrees it is responsible for any and all storage, maintenance, transportation or other costs it incurs from the time it takes possession of the VEHICLE until it is sold.

(c) The PARTIES are aware and agree that any storage and impound fees accumulated from the date of the seizure to the date the VEHICLE is released to LIENHOLDER will not be the responsibility of the LIENHOLDER.

(d) The DLA agrees to return the VEHICLE to the LIENHOLDER in exchange for LIENHOLDER's guarantee that, subject to the applicable laws, acts and articles of the Florida Statutes and the Uniform Commercial Code, the Vehicle will not be returned to Defendant DJAMEL MEDRAGH.

(e) Once the LIENHOLDER accepts possession of the VEHICLE, it shall

proceed with due diligence to arrange the sale of the VEHICLE and exercise a good faith attempt to obtain the highest price possible. LIENHOLDER shall liquidate the vehicle consistent with the usual custom and practice of the automobile industry in regards to re-possessed vehicles. Said actions shall include the use of a qualified, third-party, neutral auctioneer obtained by the LIENHOLDER. LIENHOLDER shall obtain the services of an auctioneer whose responsibilities will include the exercise of his efforts in obtaining the highest market value from a neutral, disinterested purchaser. LIENHOLDER agrees to accept nothing less than highest bid made.

(f) The PARTIES agree that less any statutory Clerk fees, the LIENHOLDER is entitled to recover the Payoff Amount from the liquidation of the VEHICLE. LIENHOLDER is aware that said Clerk fees may be due at the conclusion of this civil action. LIENHOLDER therefore agrees to take adequate steps to ensure and provide for fund to satisfy the clerk's statutory fees.

(g) Within 45 (forty-five) days of the sale of the vehicle, the LIENHOLDER will provide copies of all documentation itemizing the amount of the Sale Proceeds and the Payoff Amount as a result of the sale of the VEHICLE.

(h) The PARTIES agree that the LIENHOLDER will relinquish and will not retain for itself the Sale Proceeds derived from the liquidation of the VEHICLE: ('Sale Proceeds' being funds derived from the liquidation of the VEHICLE, less any Payoff Amount; 'Payoff Amount' being the total amount of the outstanding lien, outstanding interest owed, the cost of auctioning and liquidating the vehicle, the bank or financial institution fees associated with satisfying the loan and Florida Highway Safety and Motor Vehicle fees.) Within 60 (sixty) days of the sale of the VEHICLE, the

LIENHOLDER shall place all Sale Proceeds into the Miami-Dade County Clerk's registry in the form of a cashier's check made out to the "Clerk of Court in and for Miami-Dade County".

(i) Said Sale Proceeds shall remain in the Clerk of the Court's Registry until final Order or Judgment by the Court on the Complaint in the above captioned case.

14. It is expressly agreed that this Settlement and Release is in the nature of a contractual compromise between the PARTIES hereto and is not an admission of any legal liability whatsoever on the part of the DLA, its agents, servants, and employees, for injuries or damages sustained by reason of said seizure and that this Settlement and Release expresses the entire agreement between the PARTIES. The PARTIES acknowledge and warrant that the benefits received by the PARTIES under this agreement constitutes sufficient and adequate consideration for each PARTIES obligations undertaken under this agreement.

15. LIENHOLDER agrees to indemnify, defend and hold harmless the DLA and all of its representatives, employees and agents against any and all damages, actions, suits or demands of whatsoever kind made by or on behalf of any person arising from the DLA releasing the VEHICLE to LIENHOLDER in accordance with this Settlement Agreement.

16. Neither this Settlement and Release, not any of its parts, subparts, or terms shall be interpreted in such a manner to prohibit or restrict the PARTIES from filing an action to enforce this Settlement and Release or any of its parts, subparts or terms. Venue for any action for breach or enforcement of this Settlement Agreement shall be in the Circuit Court in and for Miami-Dade County, Florida.

17. The PARTIES have entered this Settlement Agreement voluntarily and had

the opportunity to retain counsel of their own choosing prior to entering into this agreement.

18. LIENHOLDER releases all claims that it may have against the DLA arising out of the action which is styled STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, vs. DJAMEL MEDRAGH, Case No. 13-2016-CA-006583 which is pending in Miami-Dade County Circuit Court from beginning of time to execution of this Settlement Agreement.

19. This Settlement Agreement and Release shall be governed by the laws of the State of Florida and represents the complete agreement between the PARTIES, and may not be modified except in a writing approved and executed by a duly authorized representative of the DLA and of the LIENHOLDER.

20. This agreement is contingent upon a Court order approving said agreement. Immediately upon issuance of said order from the Court, this agreement shall have full force and effect.

-----END-----

Date \_\_\_\_\_

David Hicks, Esq.  
Fla. Bar No.  
*Attorney for Lienholder:*  
ALLY FINANCIAL INC  
Kelley Kronenberg  
1511 N. Westshore Blvd  
Suite 400  
Tampa, Florida 33607  
Telephone: 813-223-1697  
Facsimile: 813-433-5275  
dlevine@kelleykronenberg.com

Date \_\_\_\_\_

Melissa Lynn Eggers, Esq.  
Assistant Attorney General  
Florida Bar No: 072506  
*Attorney for Plaintiff:*  
STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
1515 North Flagler Drive, Suite 900  
West Palm Beach, FL 33401  
Telephone: 561-837-5000  
Facsimile: 561-837-5102

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OFFICE OF ATTY GENER

PAGE 09/09

Melissa.Eggers@myfloridalegal.com

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

STK# F5102862  
CUST# 5524486

Buyer's Name and Address JAMEL KEDRAGH 15942 SW 63RD TERRACE MIAMI, MIAMI-DADE, FL 33193		Co-Buyer Name and Address		Seller-Creditor (Name and Address) AUTOMATION CHEVROLET PEMBROKE	
Buyer's Birth Month: JUNE		Co-Buyer's Birth Month: _____		CONT# 034839574 R 001. 00001271594. /00099BPULL	
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below (on credit under the agreements on the front and back of this contract) the Amount Financed and Finance Charge in U.S. funds according to the Base Rate of 7.24% per year. The Truth-In-Lending Law requires that you have thoroughly inspected, accepted, and approved the vehicle in all respects.					

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2015	CHEVROLET CORVETTE		1G1YK2D78F5102862	Personal, family, or household unless otherwise indicated below
					<input type="checkbox"/> Business <input type="checkbox"/> agricultural <input type="checkbox"/>

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or 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 \$5000.00
7.24%	\$ 19359.50	\$ 77459.50	\$ 96819.00	\$ 101819.00

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	1290.92	Monthly beginning 12/08/2014
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of each installment.

Prepayment. If you pay off all your debt early, you may 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 including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

### ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including \$ 4498.50 sales tax) \$ 75438.70(1)
- Total Downpayment =
 

Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller (e)	\$ N/A
Equals Net Trade In	\$ N/A
+ Cash	\$ 5000.00
+ Other	\$ N/A
(If total downpayment is negative, enter "0" and see 4J below)	\$ 5000.00(2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 70438.70(3)
- Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):
 

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
Life	\$ N/A
Disability	\$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D Optional Gap Contract	\$ 799.00

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

### Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
Term N/A

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both  
Term N/A

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home/Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:  
1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X N/A N/A  
Buyer Date

X N/A N/A  
Co-Buyer Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgment if the proposed credit life insurance policy does not contain this restriction.)

X N/A N/A  
Buyer Date

✓ N/A

11 Government License and/or Registration Fees

1 Government Certificate of Title Fees

2 Other Charges (Seller must identify who is paid and describe purpose)

to N/A for Prior Credit or Lease Balance (e) \$ N/A  
to Service CONTRACT for SAFEGUARD \$ 2010.00  
to N/A for N/A \$ N/A  
to CPA INC. for VCP \$ 750.00  
to SAFEGUARD for THEFT PROTECTION \$ 449.00  
to SAFEGUARD for TIRE & WHEEL PROT. \$ 1689.00  
to SISKIN for APP \$ 499.00  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 7020.00  
5 Loan Processing Fee Paid to Seller (Prepaid Finance Charge) \$ 77459.50  
6 Amount Financed (3 plus 4) \$ (6)

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 6, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation 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 Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 75 Mos. SAFEGUARD  
Name of Gap Contract

want to buy a gap contract.

☐ 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 collision, fire, 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 insurance 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 Amount Financed. The coverage is for the initial term of the contract.  
You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X Co-Buyer Signs X Date: N/A

Trade-In Vehicle	Trade-In Vehicle
<u>N/A</u> Make <u>N/A</u>	Year <u>N/A</u> Make <u>N/A</u>
<u>N/A</u>	Model <u>N/A</u>
<u>N/A</u>	VIN <u>N/A</u>
Trade-In Allowance \$ <u>N/A</u>	Gross Trade-In Allowance \$ <u>N/A</u>
Trade-In Made by Seller \$ <u>N/A</u> (e)	Payoff Made by Seller \$ <u>N/A</u> (e)
Seller <u>N/A</u>	Lienholder <u>N/A</u>

I assign to Seller all of your rights, title and interest in such trade-in vehicle(s). Except as expressly stated to Seller, you represent that your trade-in vehicle(s) has not been involved in an accident, has not had any major body damage or required any major engine repair, and was not previously used as a taxicab, police vehicle, short term rental vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

Initials N/A Co-Buyer Initials N/A

In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown above and in Item 2 of the Itemization of Amount Financed as the Pay Off Made by Seller. Seller and that the amount quoted is an estimate.  
You agree to pay the payoff amount shown above and in Item 2 to the lienholder or lessor of the trade-in vehicle, or its designee. If the payoff amount is more than the amount shown above and in Item 2 you must pay the Seller the excess on demand. If the payoff amount is less than the amount shown above and in Item 2 Seller will refund to you any overage Seller receives from prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract is obligated to pay the Pay Off Made by Seller shown above and in Item 2 or any refund.

Signature X Co-Buyer Signature X

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information.

is accurately represented on the application or policy.

X N/A N/A  
Buyer N/A Date N/A  
X N/A N/A  
Co-Buyer N/A Date N/A

Other Optional Insurance

☐ N/A N/A  
Type of Insurance N/A Term N/A

Premium \$ N/A  
Ins. Co. Name & Address N/A

N/A

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Ins. Co. Name & Address N/A

N/A

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Ins. Co. Name & Address N/A

N/A

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Ins. Co. Name & Address N/A

N/A

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Ins. Co. Name & Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other 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 extra cost.

I want the insurance checked above. N/A

X N/A N/A

Buyer Signature N/A Date N/A

X N/A N/A

Co-Buyer Signature N/A Date N/A

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

Florida documentary stamp tax required by law in the amount of \$ N/A has been paid or will be paid directly to the Department of Revenue, 6-8000435726 Certificate of Registration No. N/A

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

Trade-In Vehicle		Trade-In Vehicle	
Year <u>N/A</u>	Make <u>N/A</u>	Year <u>N/A</u>	Make <u>N/A</u>
Model <u>N/A</u>		Model <u>N/A</u>	
VIN <u>N/A</u>		VIN <u>N/A</u>	
Gross Trade-In Allowance \$ <u>N/A</u>		Gross Trade-In Allowance \$ <u>N/A</u>	
Payoff Made by Seller \$ <u>N/A</u>	(e)	Payoff Made by Seller \$ <u>N/A</u>	(e)
Lienholder <u>N/A</u>		Lienholder <u>N/A</u>	

You assign to Seller all of your rights, title and interest in such trade-in vehicle(s). Except as expressly stated to Seller in writing, you represent that your trade-in vehicle(s) has not been involved in an accident, has not had any major body damage or required any major engine repair, and was not previously used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

Buyer Initials N/A Co-Buyer Initials N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the trade-in payoff amount shown above and in Item 2 of the Itemization of Amount Financed as the Pay Off Made by Seller. You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown above and in Item 2 to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown above and in Item 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown above and in Item 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Pay Off Made by Seller shown above and in Item 2 or any refund.

Buyer Signature X Co-Buyer Signature X

Buyer Signature X Date N/A

Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.**

Returned Payment Charge: If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

Florida documentary stamp tax required by law. In the amount of \$ \_\_\_\_\_ has been paid or will be paid directly to the Department of Revenue 6-8000435726

Certificate of Registration No. \_\_\_\_\_

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

X Seller Signs X Co-Buyer Signs X

**SELLER'S RIGHT TO CANCEL -** If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel if Seller is unable to assign this contract within 20 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of \$ \_\_\_\_\_ per day from the date of cancellation until the vehicle is returned or repossessed.

X Seller Signs X Co-Buyer Signs X

**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 entire agreement between you and us relating to this contract. Any change in this contract must be in writing and we must sign it. No oral changes are binding.

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain 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.

See back for other important agreements.

X Seller Signs X Co-Buyer Signs X

**NOTICE TO THE BUYER:** a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract 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 acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

X Seller Signs X Co-Buyer Signs X Date 10/24/14

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.

Other owner signs here X

Seller Signs X Date \_\_\_\_\_ Address \_\_\_\_\_ By X Title SALES

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

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller AUTOMATION CHEVROLET PEMROKE PINES By \_\_\_\_\_ Title SALES