

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE FLORIDA DIVISION

**GEORGE DOLORES, JR. and
ODELIA M. DOLORES, individually
And on behalf of others similarly situated,**

Plaintiffs,

Case No: _____

vs.

JURY TRIAL DEMAND

THE GENERAL RV CENTER, INC.,

Defendant.

COMPLAINT AND JURY DEMAND

COMES NOW, the Plaintiffs **GEORGE DOLORES, JR. and ODELIA M. DOLORES**, (hereinafter collectively referred to as "DOLORES") by and through the undersigned attorney, files this Complaint and Jury Demand against the Defendant **THE GENERAL RV CENTER, INC.**, (hereinafter referred to as "GRVC" and "Defendant") and as grounds states as follows:

I. NATURE OF THIS ACTION

1. This lawsuit involves the intentional exploitation and abuse of elderly, infirmed senior citizens. -- Recent consumer complaints and news stories about GENERAL RV CENTER, INC.'s ("GRVC") illegal and unethical business practices, prove that many public consumers, particularly the elderly and senior citizens, in the State of Florida and across

America, continue to be exploited, tricked, scammed, abused and taken advantage of by GRVC's fraudulent sales gimmicks, high pressure sales tactics, intentional deception, and its unethical/unfair business practices.

2. On April 3, 2018, GRVC took advantage of Plaintiffs' senior citizen status, health capacities and tricked Dolores into purchasing a "**recalled**" Recreational Vehicle ("RV"), that GRVC represented as being a new 2018 Crossfit. After making its illegal sale, on April 17, 2018, GRVC tricked Dolores into signing a second Purchase Agreement and purchasing an extended service warranty as a cover-up for GRVC's deliberate sale of a new, "recalled and defective" Crossfit that will ultimately cost Dolores, **\$171,420.00**.

3. Plaintiffs seek compensatory damages, punitive damages, a replacement RV and the full refund of the price of the defective/recalled Crossfit, a full refund for the value of their trade in vehicles; plus interest, and attorney's fees, and costs pursuant to the provisions/remedies including but not limited to Florida's Unfair and Deceptive Trade Practices Act and the Magnusson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.

II. JURISDICTION AND VENUE

4. This is an action for damages in excess of Seventy-Five-Thousand Dollars (\$75,000.00).

5. The unlawful acts, events, and omissions took place at the GRVC dealership located at: 1577 Wells Road, Orange Park, Florida, 32073.

6. This honorable Court is the proper venue for this action pursuant to 28 U. S. C. §1391 (b)(1) and (b) (2), and Local Rule 1.02, United States District Court, Middle

District of Florida because this is the district and division in which the unlawful acts, events and omissions giving rise to Dolores' claims as alleged herein occurred.

7. Plaintiffs are citizens and residents of Jacksonville, Duval County Florida; thus this honorable Court has personal jurisdiction over Plaintiffs/Dolores.

8. GRVC is a foreign corporation whose corporate office and central headquarters is located at 48500 12 Mile Rd., Wixom MI 48393.

9. The instant dispute is between citizens of different states invoking 28 U.S.C. 1332.

10. GRVC may be served with process through GRVC's authorized Florida Registered Agent for Service of Process: CRAIG WILLIAMSON, The General RV Center, Inc., 1577 Wells Orange Park, Florida 32073.

11. All administrative conditions precedent to the filing of the instant lawsuit, have been met, performed or have been waived.

III. THE PARTIES

12. GRVC is one of the nation's largest family owned RV dealerships.

13. GRVC owns over (12) dealership locations in over six (6) different states.

14. GRVC is a licensed recreational vehicle (RV) dealership conducting business in the State of Florida.

15. GRVC is the seller and warrantor of the new 2018 Crossfit RV (Model 22D) (VIN: 1FDRU4XM5HKA99292), (hereinafter referred to as the "Subject Vehicle" and "Crossfit") and a Cornerstone five (5) year service warranty.

16. Plaintiff, George Dolores Jr., is 77 years old and he is a retired, honorably discharged United States Navy veteran. Mr. Dolores is a cancer survivor and he is presently under the care of a physician and takes prescribed medications for his health conditions.

17. Plaintiff, Odelia M. Dolores, is 76 years old (hereinafter collectively referred to as the “Dolores”). Mrs. Dolores is also a cancer survivor and she is presently under the care of a physician and takes prescribed medications for her health conditions.

18. Plaintiffs George Dolores, Jr. and Odelia M. Dolores, are hereinafter collectively referred to as the (“Dolores” and “Plaintiffs”).

19. Dolores is deemed as public consumers and buyers within the meaning of the applicable consumer laws.

IV. FACTUAL ALLEGATIONS

20. Recent consumer complaints, Internet articles, and news stories reveal that many public consumers --- particularly elderly, senior citizens --- in the State of Florida and across America, continue to be exploited, lied too, tricked, scammed and taken advantage of by the GRVC’s fraudulent misrepresentations, high pressure sales tactics and GRVC’s deceptive business practices in the sale of RVs.

21. The Dolores’ are elderly, senior citizens.

22. At all material times and during the acts as alleged herein, Dolores was incapacitated and medically infirmed, and continue to suffer from physical and medical problems that impact their ability to read, think and comprehend.

23. At the time of, and during the acts alleged herein, Dolores was on prescribed medication(s).

24. On April 3, 2018, Dolores visited the General RV Center, 1577 Wells Road, Orange Park Florida, 32073, to review the General's Recreational Vehicle (RV) inventory.

25. Dolores had no intention to purchase a RV on April 3, 2018.

26. On April 3, 2018, KEVIN D. MILLS, General's Salesman ("Mills"), took Plaintiffs out on the General's dealership RV lot and showed Plaintiffs what GRVC represented to be, a brand new (*emphasis supplied*), 2018 Crossfit RV (Model 22D) (VIN 1FDRU4XM5HKA99292).

27. Dolores saw an advertisement/price tag inside of the Crossfit that stated that the price of the Crossfit was \$87,000.00.

28. While viewing the Crossfit, Mills represented to Dolores that the price of the Crossfit had been marked down, and that the Crossfit could be sold to Dolores for \$78,000.00.

29. Mills then took Dolores on a quick test drive of the Crossfit in the nearby community.

30. When Dolores returned back from the test drive, Mills told Dolores that GRVC had **made a mistake** on the pricing, and he then represented that the price of the Crossfit was actually \$87,000.00.

31. Mills represented that GRVC was offering Dolores a “one time” good deal on a brand new Crossfit and that they had to purchase the Crossfit that day in order to take advantage of GRVC’s purported good deal.

32. Mills then informed Dolores that they had to pay \$17,000.00 cash down to purchase the Crossfit ---- that day.

33. Dolores told Mills that they did not have that much money for down payment on the purchase of the Crossfit.

34. Dolores informed Mills that they owned a 2007 (VIN: 2HJYK16584544042) Winnebago that had an outstanding loan, and a 2006 Honda truck(VIN: 2HYK16586H544042).

35. Mills then represented to Dolores that the General would give Dolores a trade in allowance for their 2007 Winnebago, that day, if they would agree to purchase the Crossfit for \$87,000.00.

36. Mills then encouraged Dolores to also trade in their 2016 Honda truck on the Crossfit – which was the only vehicle that Dolores had in their possession to used for their daily transportation and living needs i.e. doctors appointment, grocery store trips, pharmacy trips etc.

37. Despite knowing that Dolores needed their Honda Truck for their daily living/transportation needs, Mills also represented to Dolores that GRVC would pay \$5,000.00 as trade in allowance for Dolores’ 2006, Honda truck (VIN No. 2HJYK16586H544042).

38. Before signing the Purchase Agreement, on April 3, 2018, Mills assured Dolores that they could return to the General the next day, April 4, 2018 (*emphasis supplied*) to pick up the Crossfit and take the Crossfit to their home.

39. Mills took advantage of Dolores' infirmities, senior/elderly status, and their mental incapacities.

40. Mills quickly wrote up a Purchase Agreement and he told Dolores to "sign it." Dolores signed the General's first Purchase Agreement on April 3, 2018, under the impression that (*emphasis supplied*) they had purchased a brand new, "defect free" 2018 Crossfit for what Dolores thought was being sold to them for the price of \$87,000.00.

41. GRVC did not provide Dolores with an odometer reading certification on the Crossfit on April 3, 2018.

42. The GRVC's Purchase Agreement was the only document that GRVC presented to Dolores on April 3, 2018. GVRC told Dolores that the Crossfit was sold to them on April 3, 2018.

43. At the time of contracting on April 3, 2018, Mills told Dolores to sign the Purchase Agreement and he did not inform Dolores that the back of the Purchase Agreement had terms and condition and a State of Michigan forum selection clause that stated that Michigan law applied to disputes. (See **Exhibit A**, April 3, 2018, Purchase Agreement).

44. Dolores believed that the Crossfit was a new RV, and that a services warranty was included in the purchase price of the Crossfit.

45. GRVC's sales representatives or mechanics did not test drive or inspect Dolores's 2007 Winnebago or the 2006 Honda truck trade in, before GRVC executed the April 3, 2018 Purchase Agreement.

46. On April 3, 2018, before leaving GRVC's dealership, Dolores called their insurance company, the United States Automobile Association ("USAA") to secure full coverage liability insurance on the Crossfit.

GRVC DID NOT INFORM DOLORES THAT THE CROSSFIT WAS A RECALLED VEHICLE AND THAT GRVC WAS SELLING THE CROSSFIT "AS IS"

47. After GRVC had lured Dolores into signing a Purchase Agreement on April 3, 2018, - Mills informed Dolores on April 4, 2018, that Dolores "could not pick-up the Crossfit on April 4, 2018, because the Crossfit was a "**Recalled RV**".

48. After locking Dolores into purchasing the defective, recalled Crossfit, - Mills then stated to Dolores, "to not" come to the GRVC dealership and that the Crossfit was being taken to a local Ford dealership to make recall transmission repairs.

49. Dolores was shocked to hear that the Crossfit was a "**Recalled RV**".

50. Mills and GRVC's financing managers did not disclose the recalled and defective status of the Crossfit before, or at the time Dolores signed the Purchase Agreement on April 3, 2018.

51. At all material times, GRVC's salespersons and its financing managers knew that the General was selling Dolores a recalled RV; yet GRVC's sales representatives and financing managers failed to disclose to Dolores the defective, recalled status of the Crossfit and

that GVRC had the agreeing that State of Michigan law to disputes at the time of the parties' contracting.

**GRVC DID NOT DISCLOSE THE TRADE IN ALLOWANCE OF PLAINTIFFS'
HONDA TRUCK ON THE PURCHASE AGREEMENTS**

52. On or about April 5, 2018, Dolores read GRVC's Purchase Agreement and realized that GRVC did not put a date or the existence of the Honda truck's trade in allowance on GRVC's April 3, 2018 Purchase Agreement.

53. Dolores then also realized that GRVC did not sell the Crossfit to them for \$87,000.00 – but that GRVC had unknowingly changed and marked up the list price of the Crossfit to \$100, 247.00 (See **Exhibit A-** Purchase Agreement)

54. After GRVC's failure to disclose the **“recalled status”** of the new Crossfit, and then stopping Dolores from picking up the April 4, 2018, Dolores became leery, worried, and concerned regarding the fitness of the Crossfit.

55. On April 17, 2018, Mills called and he told Dolores to return back to the dealership to pick up the Crossfit.

56. After not hearing back from Mills regarding what time they could pick up the Crossfit, on April 17, 2018, Dolores went back to the General dealership at proximately 11:30 a.m. to pick up the Crossfit.

57. When Dolores arrived at the GRVC dealership with their 2007 Winnebago and 2006 Honda Truck, GRVC advised them that the Crossfit was not ready and had not been

fully repaired. Dolores noticed that GRVC's mechanics were still working and disassembling items on the Crossfit.

58. GRVC forced Dolores to sit and wait in GRVC's dealership lobby area from approximately 11:30 a.m., until approximately 7:30 pm.

59. After GRVC's representatives noticed Dolores was tired and famished from having had to wait in the lobby area for several hours, Mills and GRVC's financing managers then informed (*emphasis supplied*) Dolores that they had purchased the Crossfit "**As Is**".

60. When Dolores asked Mills and GRVC's financing managers why they had failed to disclose that the Crossfit was a "**Recalled Vehicle**" before they had purchased the Crossfit and after they had inquired about the GRVC's increased price for the Crossfit, GRVC's financing manager(s) told Dolores that they had to sign a second Purchase Agreement for the Crossfit.

61. Dolores was shocked at GRVC's demands that they had to sign a "second Purchase Agreement".

62. Because of the "As Is" condition of the Crossfit, GRVC then pressured Dolores into signing a second Purchase Agreement for the Crossfit, and having added a (5) year Cornerstone warranty at the price of \$6,428.00, a Gap Insurance policy for the price of \$800.00 and a Coachnet Roadside Assistance policy for \$895.00.

63. GRVC's second Purchase Agreement also failed to disclose the trade in allowance for our Honda Truck (See **Exhibit B**, April 17, 2018 Purchase Agreement).

64. Before leaving GRVC, on April 17, 2018, Mills told Dolores that he “nearly lost his job and was almost fired” because he had sold Dolores the Crossfit.

**THE CROSSFIT-RV IS UNSAFE AND NOT SUITABLE FOR ITS
INTENDED PURPOSES**

65. After purchasing the Crossfit, the Dolores experienced a multitude or problems/malfunctions and discovered that the Crossfit-RV was mechanically unsound and unsafe to drive.

66. During the time period April 2018- until July 2018, Dolores visited GRVC service department for needed repairs including but not limited to:

- A. An inoperable and burned out awning motor.
- B. On June 5, 2018, the Crossfit driver’s side, back-window, popped out and shattered on U.S. Route 69 while Dolores was driving;
- C. Refrigerator and freezer malfunctions;
- D. Microwave oven overheating;
- E. Holes in the ceiling covered up with scotch tape;
- F. Unsafe and defective tires that had flat spots. On May 5, 2018, the first and only highway trip that Dolores took in the Crossfit, the Crossfit began shaking out of control when driving, due to what Dolores learned to be flat tire spot defects. GRVC refused to replace the unsafe tires.
- G. On July 11, 2018, Plaintiff, Odelia M. Dolores’s neck was injured and she received emergency medical care for the injuries that she sustained

as a result of being jerked and swiveled around in the Crossfit's unsecured passenger seat.

67. After the Crossfit continued to have malfunctions and operational problems, Dolores became greatly concerned about GRVC's representations about the manufacturing and quality of the Crossfit.

COACHMANS' CORPORATE OFFICE ADVISED DOLORES THAT THE CROSSFIT WAS INOPERABLE AND THAT GRVC SHOULD NOT HAVE SOLD THEM THE DEFECTIVE, RECALLED CROSSFIT

68. On or about May 11, 2018, Dolores called the Crossfit's manufacturer's corporate office and spoke to GREGORY LEGATT, Coachman's RV Class B Service Warranty Manager ("Legatt").

69. Legatt informed Dolores that the Crossfit had sat; idle on the General's dealership lot and inoperable for nearly one (1) year because of the Crossfit's recall status and mechanical problems.

70. Legatt informed Dolores in part that GRVC "**should have never sold the Crossfit to Dolores because it was on a new RV on recall**".

71. Dolores informed Legatt that they would not have purchased the Crossfit if the GRVC had told them upfront on April 3, 2018, that the Crossfit was a defective, recalled RV, and that the Crossfit was being sold to them "**As Is**".

PLAINTIFFS HAVE LOST THEIR VECHILES AND THEIR ENJOYMENT OF LIFE

72. Dolores is very unhappy and has lost their enjoyment of life because of GRVC's exploitation, deception, scams, lies, and trickery, that its representatives/agents used to lure them into purchasing a defective, recalled Crossfit.

73. Plaintiffs are heartbroken, inconvenienced, and emotionally distressed from having to make monthly loan payments and pay insurance premiums on the defective, recalled Crossfit.

74. The undisclosed, "**recalled**" status of Crossfit has lessened Dolores resale value of the Crossfit.

75. If and when Dolores completes making GRVC's (240) monthly loan payments on the Crossfit, the total price that Dolores will have paid GRVC for the defective, recalled Crossfit is **\$171,420.00**.

76. Dolores would have never purchased a new, defective, recalled, "**As Is**", RV and if they had known and understood that the undisclosed terms of GRVC's Purchase Agreement(s) and that the price and loan financing of the defective, recalled Crossfit that GRVC charged them for is **\$171,420.00**.

77. GRVC is responsible and vicariously liable for the malicious acts, exploitation, fraudulent acts, fraudulent misrepresentations, and omissions of its employees, managers and agents as alleged herein under the respondent superior doctrine.

78. GRVC's exploitation, deception, unfair trade practices, fraudulent misrepresentations, fraudulent inducement, omissions as alleged herein, were willful, wanton, deliberate, malicious.

79. All administrative conditions precedent to the filing of the instant lawsuit has been fulfilled.

COUNT I
EXPLOITATION OF ELDERLY PERSONS
Florida Statute §825.102 and §825.103

80. Dolores hereby reallege and incorporates by reference the factual allegations contained in paragraphs 1- 79.

81. Plaintiff George Dolores Jr. is 77 years old and he is a retired, honorably discharged United States Navy veteran. Mr. Dolores is a cancer survivor and he is presently under the care of a physician and takes prescribed medications for his health conditions.

82. Plaintiff Odelia M. Dolores is 76 years old (hereinafter collectively referred to as “Dolores” and “Plaintiffs”). Mrs. Dolores is also cancer survivor and she is presently under the care of a physician and takes prescribed medications for her health conditions.

83. GRVC stood in a position of confidence and trust with Dolores.

84. GRVC had a business relationship with Dolores.

85. Under Florida Statute §825.102 and §825.103, it is illegal to obtain or use, endeavoring to obtain or use, or conspiring with another to obtain or use an elderly person’s or disabled adult’s funds, assets, or property with the intent to temporarily or permanently deprive the elderly person or disabled adult of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than the elderly person or disabled adult, by a person who

knows or reasonably, should know that the elderly person or disabled adult lacks the capacity to consent.

86. Florida Statute 825.102 Abuse, aggravated abuse, and neglect of an elderly person or disabled adult; penalties, provides in pertinent part.—

“(1) Abuse of an elderly person or disabled adult” means:

(b) An intentional act that could reasonably be expected to result in physical or psychological injury to an elderly person or disabled adult;”

87. Florida Statute, 825.103, Exploitation of an elderly person or disabled adult; penalties provides in pertinent part:

88. At all material times, Plaintiffs were persons (60) years of age or older who are suffering from the infirmities of aging as manifested by advanced age or organic brain damage, or other physical, mental, or emotionally dysfunctional, to the extent that the ability of Plaintiffs’ protection was impaired and lacked the capacity to consent to GRVC’s sale of the defective, recalled Crossfit.

89. At all material times and during the acts alleged herein, GRVC’s representatives and agents obtained, used and conspired with to obtain or use Plaintiffs’ funds, assets, or property with the intent to temporarily or permanently deprive Dolores of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than Dolores, by a person who knows or reasonably should know that Dolores lacks the capacity to know, understand and consent.

90. GRVC intentionally exploited, abused, and committed intentional acts to Plaintiffs that could reasonably be expected to result in physical or psychological injury.

91. Plaintiffs have been damaged as a result of GRVC's intentional exploitation and abuse of their senior citizen, infirmed, diminished capacity, and elderly status.

WHEREFORE, Plaintiffs demand judgment against GRVC for breach of its elder abuse under Florida Statute §825.102 and §825.103, including but not limited to compensatory damages, punitive damages attorney's fees, interests, costs and such other relief as justice so requires under the circumstances.

COUNT II
BREACH OF CONTRACT

92. Plaintiffs hereby incorporate by reference as though restated in each of the factual allegations contained in paragraphs 1-79.

93. On April 3, 2018, Dolores entered into the Purchase Agreement with GRVC that is attached, referenced and incorporated hereto as **Exhibit A** ("the "Purchase Agreement").

94. GRVC breached the Purchase Agreement by its failure to disclose the recalled, defective condition of the Crossfit RV –prior to or at the time of the parties entering the Purchase Agreement on April 3, 2018.

95. As a result of GRVC's breach of the Purchase Agreement, Dolores has suffered injuries and damages, inconveniences, attorney's fees, costs, and litigation expenses.

96. In bringing this action, Dolores has become obligated to pay costs/expenses pursuant to §57.041, Florida Statutes.

WHEREFORE, Plaintiffs demands judgment against GRVC for its breach of the Purchase Agreement in an amount, together with pre-judgment interest and such other relief as justice so requires under the circumstances.

COUNT III
FLORIDA’S UNFAIR AND DECEPTIVE TRADE PRACTICES
Florida Statute 501.201, Et Seq. to 201.213
(FDUTPA)

97. Dolores reallege and incorporate by reference the allegations set forth in paragraphs 1-79.

98. This cause of action is brought pursuant to Florida’s Unfair and Deceptive Trade Practices Act (FDUTPA), Sections 501.201 to 201.213, Florida Statutes (“the Act”). The express purpose of the Act is to “protect the consuming public . . . from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce” Section 501.202(2).

99. The Crossfit that Dolores purchased from GRVC is considered as a “consumer transaction” within the scope of which declares as “unlawful, unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce”.

100. GRVC engaged in deceptive and unethical business practices by its failure to disclose that Dolores was purchasing a defective, **recalled** Crossfit “As Is”.

101. GRVC has violated the FDUTPA by engaging in unfair and deceptive practices against the Dolores as described herein and GRVC's deceptive and unfair acts are likely to mislead public consumers, and offend public policies.

102. GRVC's business practices are immoral, unethical, unscrupulous and substantially injurious to public consumers, including Dolores.

WHEREFORE, Dolores seek monetary damages available to them under FDUTPA together with any and all incidental and consequential damages, reimbursement of costs, damages for inconveniences, reasonable attorney's fees, and for any other relief that this honorable Court deems just and proper under the circumstances.

COUNT V
FRAUDULENT MISREPRESENTATION

103. Dolores reallege and incorporate by reference the allegations set forth in paragraphs 1-79.

104. Through its marketing, advertising and otherwise, GRVC represented to Dolores that the Crossfit was of merchantable quality, fit and in proper condition for its sale to Dolores, for which such vehicles are designed and used.

105. GRVC made false statements to Dolores concerning material facts regarding the condition, fitness and suitability of the subject Crossfit. GVRC did not inform Dolores that the back of the Purchase Agreement had "As Is" terms and conditions and a State of Michigan forum selection clause that stated that Michigan law applied to the parties disputes.

106. GRVC's agents, representatives and officials had knowledge that the representations that it made to Dolores were false.

107. GRVC made its false statements with the intention that the representations induce Dolores to act on GRVC's false statements.

108. Dolores relied on GRVC's false statements/misrepresentations.

109. Dolores suffered damages as a result of their reliance on upon GRVC's false statements/representations with regards to the condition, suitability, and safety of the Crossfit RV.

WHEREFORE, Dolores seeks monetary damages for GRVC's fraudulent misrepresentations and for any other relief that this honorable Court deems just and proper under the circumstances.

COUNT VI
BREACH OF CONTRACT
THE IMPLIED WARRANTY OF MERCHANTABILITY
15 .S. Code Section 2310 et. seq.

110. Dolores hereby reallege and incorporate by reference the factual allegations contained in paragraphs 1-79.

111. This claim is for breach of the implied warranty of merchantability in violation of the Magnusson Moss Warranty Act, 15 U.S.C. 2301, et. seq., (the "Warranty Act").

112. The Warranty Act states in pertinent part that no seller/supplier may disclaim or modify any implied warranty to a consumer with respect to such consumer produce if

the seller/supplier makes a written warranty to the consumer with respect to such consumer product, but that is exactly what GRVC did in one or more of its written representations to Dolores.

113. Once a supplier gives a written warranty, this supplier cannot wholly disclaim implied warranties. Any disclaimer made in violation of the Warranty Act “shall be ineffective”. 15 U.S.C. § 2308.

114. The implied warranty of merchantability is based upon the common law principle of "fair value for money spent."

115. GRVC made a promise to Dolores that the Crossfit RV was a brand new Crossfit RV and would function properly.

116. After making the knowingly and undisclosed sale of a defective, recalled Crossfit, GRVC offered and sold the Dolores a five (5) year warranty on the Crossfit

117. GRVC promised as a seller, to stand behind the service warranty that GRVC offered and sold to the Plaintiffs.

118. As part of the sales transaction with Plaintiffs, GRVC’s contract states in relevant part, in the Warranties and Warranty Disclaimer section:

“THIS RV IS SOLD “AS IS” BY ELEALER AND DEALER
DISCLAMS ALL WARRANTIES EXPRESS OR IMPLIED
INLCUDING BUT NOT LIMITED TO ANY IMPLIED
WARRANTY OF MERCHANTABILITY OR FITNESS FOR
A PARTICULAR PURPOSE”.

119. The Crossfit RV is a defective and “**Recalled RV**”.

120. GRVC did not disclose that the Crossfit was a defective “**Recalled RV**” and GRVC failed to inform Dolores about the recall status of the Crossfit before at the time of parties entering into a contract on April 3, 2018.

121. As a result of GRVC’s expressed disclaimer of the implied warranty of merchantability as alleged herein, GRVC has violated the Warranty Act.

WHEREFORE, the Dolores demand judgment against GRVC for breach of the implied warranty of merchantability under the Warranty Act, compensatory damages, to include either a replacement vehicle or full refund of the price of the defective Crossfit, plus interest, attorney’s fees, costs pursuant to the provisions/remedies of The Warranty Act and such other relief as justice so requires under the circumstances.

DEMAND FOR ATTORNEY’S FEES

122. Dolores has been required to retain the undersigned counsel to represent them in this matter and they are obligated to pay the undersigned counsel reasonable attorney’s fees for his legal services. GRVC is responsible for such fees pursuant to the terms of the Warranty Act, Florida Statute § 320.838 and other applicable Florida laws.

PRAYER FOR RELIEF AND DAMAGES

123. Dolores seeks relief and damages as follows:

A. An award to the Dolores for compensatory damages and punitive damages for GRVC’s fraudulent misrepresentations, elderly exploitation, elderly abuse and for GRVC’s fraudulent acts pursuant to Florida Statute §825.102 and §825.103;

EXHIBIT A

(April 3, 2018 Purchase Agreement)



GeneralRV.com

1577 WELLS ROAD
ORANGE PARK, FL 32073
PHONE (904) 458-3000
FAX (904) 278-8808

Purchase Agreement

PURCHASER #1 GEORGE DOLORES		DATE
PURCHASER #2 ODELIA DOLORES		Quote # 269491
ADDRESS 2414 MERCER CIR S		Customer # 579749
CITY JACKSONVILLE	STATE FL	ZIP 32217
HOME PHONE 9043071525		COUNTY
CELL PHONE #1 (904) 307-1525		CELL PHONE #2
E-MAIL ADDRESS NONE		SALESPERSON MILLS, KEVIN D

<input type="checkbox"/> NEW	YEAR	MAKE	MODEL
<input type="checkbox"/> USED	2018	COACHMEN	CROSSFIT 22D
VEHICLE IDENTIFICATION NUMBER 1FDRU4XM5HKA99292		ENGINE	ODOMETER
COLOR MAGNETIC PAINT	STOCK NO. 151648	WEIGHT/FEE CAT.	

ACCESSORIES AND/OR EQUIPMENT	\$	LIST PRICE \$
COSE	N/A	N/A
CORNERSTONE		N/A
LIFE BENEFIT		N/A
DISABILITY BENEFIT		N/A
GAP WAIVER		N/A
TIRE SHIELD		N/A
ECP		N/A
COACH-NET		N/A
TYRON		0.00
OSF FEES		N/A
SUB-TOTAL		100247.00
1. TRADE-IN ALLOWANCE		55000.00
2. DOC FEE		299.00
3. FREIGHT		
4. ELECTRONIC REGISTRATION FILING FEE		20.00
5. PREP CHARGES		N/A
6. BATT. FEE (\$1.50 per)		9.00
TIRE FEE (\$1.00 per)		
TITLE FEE (AL Only)		
7. TOTAL TAXABLE PRICE		45575.00
8. STATE	RATE 6.00	2784.50
COUNTY	RATE 00	
9. DOC STAMP TAX		N/A
10. LICENSE / TITLE / PLATE		150.00
11. LIEN		43000.00
12. TOTAL DELIVERED PRICE		91509.50
13. CURRENT DOWN PAYMENT		N/A
14. CASH DUE ON DELIVERY		N/A
15. BALANCE		91509.50

Agreed price includes all factory and dealer rebates, discounts and incentives.

DESCRIPTION OF TRADE-IN			
YEAR	MAKE	MODEL	TYPE
2007	WINNEBAGO	EDGELINE 8	
VEHICLE IDENTIFICATION NO.		APPRAISAL	BY:
		55000.00	
CURRENT ODOMETER READING	BALANCE OWED TO	BALANCE OWED	
		43000.00	

IF THIS IS FOR A USED MOTOR VEHICLE, THE INFORMATION ON THE WINDOW FORM (FEDERAL TRADE COMMISSION) IS PART OF THIS AGREEMENT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS CONTRACT OF SALE. THIS AGREEMENT IS NOT BINDING UPON THE PURCHASER OR THE DEALER UNTIL SIGNED BY BOTH PARTIES, OR UNTIL CREDIT TERMS ARE APPROVED AND ACCEPTED BY THE DEALER, PURCHASER, AND LENDING INSTITUTION. IF CREDIT TERMS ARE NOT ACCEPTED, FULL DEPOSIT WILL BE REFUNDED TO PURCHASER. AGREEMENT BASED UPON AVAILABILITY OF VEHICLE. PURCHASER IS OF LEGAL AGE IN THIS STATE. YOU ARE AUTHORIZED TO CHECK MY CREDIT HISTORY.

COMPANY POLICY

We must have your trade title, cashier's check, bank money order or a certified check for the balance of the purchase price, in addition to your down payment. A Document Processing Fee of \$299.00 will be charged. THIS PURCHASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN GENERAL RV AND PURCHASER. NO ONE HAS AUTHORITY TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMENT. NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN HAVE BEEN MADE, WHICH ARE NOT CONTAINED ON THIS DOCUMENT. PURCHASER HAS NOT RELIED ON ANYTHING NOT WRITTEN INTO THIS PURCHASE AGREEMENT SUCH THAT NOTHING ELSE IS THE BASIS OF THE BARGAIN OR IS ENFORCEABLE AGAINST GENERAL RV, EVEN IF ALLEGED TO BE A MISREPRESENTATION. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RECEIVED A COPY OF THIS AGREEMENT AND THAT PURCHASER HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE REVERSE SIDE, WHICH INCLUDE AN "AS IS" CLAUSE, A NON-REFUNDABLE DEPOSIT STATEMENT, AND CHOICE OF LAW AND FORUM SECTION CLAUSES INDICATING THAT MICHIGAN LAW APPLIES TO ALL POTENTIAL DISPUTES AND THAT ALL CLAIMS MUST BE FILED IN MICHIGAN.

PURCHASER'S SIGNATURE #1 _____ SALESMAN'S SIGNATURE _____
PURCHASER'S SIGNATURE #2 _____ ACCEPTED DEALER'S SIGNATURE _____

EXHIBIT B

(April 17, 2018 Promissory Note)

U.S. BANK RECREATION FINANCE NATIONAL PROMISSORY NOTE AND SECURITY AGREEMENT

BORROWER(S): Name(s): GEORGE DOLORES / ODELIA DOLORES Address: 2414 MERCER CIR S, JACKSONVILLE, FL 32217 2414 MERCER CIR S, JACKSONVILLE, FL 32217	LENDER: Name: U.S. Bank N.A. Address: 1850 Osborn Avenue, Oshkosh, WI 54902 DATE: 04/17/2018
--	--

PROMISE TO PAY AND PAYMENT TERMS. This Promissory Note and Security Agreement ("Note") governs your loan with U.S. Bank N.A. ("LENDER"). By signing below, you agree to all terms and conditions of this Note and acknowledge receipt of these documents. BORROWER(S) means everyone who signs below as a borrower, jointly and severally. "You" and "your" refer to BORROWER(S) while "we," "us," and "our" refer to LENDER. THIS NOTE IS MADE AND ENTERED INTO IN OHIO, AND YOU AGREE THAT IT IS GOVERNED BY THE LAWS OF THE STATE OF OHIO AND APPLICABLE FEDERAL LAW. You promise to pay us the principal amount of \$ 99,776.53, plus finance charges accruing on the unpaid balance at the rate of 5.99 % per year until paid in full. Finance charges accrue on a 365-day basis (366 days in a leap year). You agree to pay this Note according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES (below). You also agree to pay any additional amounts according to the terms and conditions of this Note.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE. The cost of your credit as a yearly rate. <u>5.99</u> %	FINANCE CHARGE. The dollar amount the credit will cost you. \$ <u>71,643.47</u>	Amount Financed. The amount of credit provided to you or on your behalf. \$ <u>99,776.53</u>	Total of Payments. The amount you will have paid after you have made all payments as scheduled. \$ <u>171,420.00</u>
---	---	--	--

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ <u>714.25</u>	Monthly, beginning on 5/17/2018 .
N/A	\$ <u>N/A</u>	NOT APPLICABLE

Security. You are giving a security interest in the Collateral being purchased with the loan proceeds.
Prepayment. You may pay off this Note early. If you pay off this Note within 36 months of the date of this Note, you will have to pay a prepayment penalty equal to the greater of 1% of the principal balance at the time of prepayment or \$75, but no more than \$200.
Late Charge. If all or any portion of any payment is not received within 10 days after its due date, a late charge will be assessed in the amount of \$25.
Note Document. See the terms and conditions of this Note for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Amount given to you directly.....	\$	<u>N/A</u>
2. Amount paid on your account.....	\$	<u>N/A</u>
3. Amounts paid to others on your behalf		
(A) Amount paid to Public Officials.....	\$	<u>3,460.50</u>
(B) Amount paid to <u>General RV Center Orange Park</u> for <u>Purchase of Collateral</u>	\$	<u>87,843.73</u> *
(C) Amount paid to <u>State of FL</u> for <u>Doc Stamps</u>	\$	<u>349.30</u> *
(D) Amount paid to <u>CORNERSTONE</u> for <u>Vehicle Service Contract</u>	\$	<u>6,428.00</u> *
(F) Amount paid to <u>NSD GAP</u> for <u>GAP</u>	\$	<u>800.00</u> *
(G) Amount paid to <u>COACHNET</u> for <u>Roadside Assistance</u>	\$	<u>895.00</u> *
(G) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
(H) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
4. Amount Financed (Sum of Items 1 through 3)	\$	<u>99,776.53</u>

* Lender may retain a portion of these amounts

NOTICE FOR FLORIDA ONLY: Florida documentary stamp tax required by law in the amount of \$1.00 per \$100 of the amount of the loan. This tax will be paid directly to the Department of Revenue. Certificate of registration No. 310841368-004.

FOR WISCONSIN RESIDENTS ONLY:

MARITAL PURPOSE: If you are married the obligation evidenced by this Note is being incurred in the interest of your marriage or family.
 N/A N/A
 Note the name of your spouse is N/A Your spouse resides at: your address shown above;
 N/A

NON-BORROWER SPOUSE: The undersigned is married to the Borrower signing this Note, actually knows of the credit extended under this Note, and waives any notice of this extension of credit. N/A N/A

NOTICE TO BORROWER: (a) YOU HAVE THE RIGHT TO CANCEL THIS NOTE AT ANY TIME. (b) YOU HAVE THE RIGHT TO REQUEST A COPY OF ANY AGREEMENT YOU SIGN. (c) YOU HAVE THE RIGHT TO REQUEST A COPY OF THIS NOTE. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE LOAN DOCUMENTS.

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

George Dolores Delia Dolores
 BORROWER CO-BORROWER

NOTICE: SEE ALL FOUR PAGES FOR IMPORTANT INFORMATION AND ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS NOTE.

U.S. BANK RECREATION FINANCE NATIONAL PROMISSORY NOTE AND SECURITY AGREEMENT

BORROWER(S): Name(s): GEORGE DOLORES / O DELIA DOLORES Address: 2414 MERCER CIR S, JACKSONVILLE, FL 32217 2414 MERCER CIR S, JACKSONVILLE, FL 32217	LENDER: Name: U.S. Bank N.A. Address: 1850 Osborn Avenue, Oshkosh, WI 54902 DATE: 04/17/2018
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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE. The cost of your credit as a yearly rate. <u>5.99</u> %	FINANCE CHARGE. The dollar amount the credit will cost you. \$ <u>71,643.47</u>	Amount Financed. The amount of credit provided to you or on your behalf. \$ <u>99,776.53</u>	Total of Payments. The amount you will have paid after you have made all payments as scheduled. \$ <u>171,420.00</u>
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 714.25	Monthly, beginning on 5/17/2018.
N/A	\$ N/A	NOT APPLICABLE

Security. You are giving a security interest in the Collateral being purchased with the loan proceeds.
Prepayment. You may pay off this Note early. If you pay off this Note within 36 months of the date of this Note, you will have to pay a prepayment penalty equal to the greater of 1% of the principal balance at the time of prepayment or \$75, but no more than \$200.
Late Charge. If all or any portion of any payment is not received within 10 days after its due date, a late charge will be assessed in the amount of \$25.
Note Document. See the terms and conditions of this Note for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Amount given to you directly..... \$ N/A
2. Amount paid on your account..... \$ N/A
3. Amounts paid to others on your behalf
 - (A) Amount paid to Public Officials..... \$ 3,460.50
 - (B) Amount paid to General RV Center Orange Park for Purchase of Collateral \$ 87,843.73 *
 - (C) Amount paid to State of FL for Doc Stamps \$ 349.30 *
 - (D) Amount paid to CORNERSTONE for Vehicle Service Contract \$ 6,428.00 *
 - (E) Amount paid to NSD GAP for GAP \$ 800.00 *
 - (F) Amount paid to COACHNET for Roadside Assistance \$ 895.00 *
 - (G) Amount paid to N/A for N/A \$ N/A *
 - (H) Amount paid to N/A for N/A \$ N/A *
4. Amount Financed (Sum of Items 1 through 3) \$ 99,776.53

* Lender may retain a portion of these amounts

NOTICE FOR FLORIDA ONLY. Florida documentation stamp and required by law in the amount of \$ _____ has been paid or will be paid directly to the Department of Revenue. Certificate of registration No. 310841368-004.

FOR WISCONSIN RESIDENTS ONLY:

MARITAL PURPOSE: If you are married the obligation evidenced by this Note is being incurred in the interest of your marriage or family.
 N/A N/A
 Note the name of your spouse is N/A. Your spouse resides at: your address shown above;
 N/A

NON-BORROWER SPOUSE: The undersigned is married to the Borrower signing this Note, actually knows of the credit extended under this Note, and waives any notice of this extension of credit. N/A N/A

NOTICE TO BORROWER(S) AND CO-BORROWER(S): EVEN IF OTHERWISE ADVISED, (a) BORROWER(S) AND CO-BORROWER(S) SHALL BE RESPONSIBLE FOR THE REDEMPTION OF THE LOAN; (b) BORROWER(S) AND CO-BORROWER(S) SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY TAXES DUE ON THE LOAN; (c) BORROWER(S) AND CO-BORROWER(S) SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY INTEREST DUE ON THE LOAN; (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE LOAN DOCUMENTS.

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

George Dolores Delia Dolores
 BORROWER CO-BORROWER

NOTICE: SEE ALL FOUR PAGES FOR IMPORTANT INFORMATION AND ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS NOTE.

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE FLORIDA DIVISION**

**GEORGE DOLORES, JR. and
ODELIA M. DOLORES, individually
And on behalf of others similarly situated,**

Plaintiffs,

Case No: _____

vs.

JURY TRIAL DEMAND

THE GENERAL RV CENTER, INC.,

Defendant.

COMPLAINT AND JURY DEMAND

COMES NOW, the Plaintiffs **GEORGE DOLORES, JR.** and **ODELIA M. DOLORES**, (hereinafter collectively referred to as “DOLORES”) by and through the undersigned attorney, files this Complaint and Jury Demand against the Defendant **THE GENERAL RV CENTER, INC.**, (hereinafter referred to as “GRVC” and “Defendant”) and as grounds states as follows:

I. NATURE OF THIS ACTION

1. This lawsuit involves the intentional exploitation and abuse of elderly, infirmed senior citizens. -- Recent consumer complaints and news stories about GENERAL RV CENTER, INC.’s (“GRVC”) illegal and unethical business practices, prove that many public consumers, particularly the elderly and senior citizens, in the State of Florida and across

EXHIBIT A

(April 3, 2018 Purchase Agreement)



1577 WELLS ROAD
 ORANGE PARK, FL 32073
 PHONE (904) 458-3000
 FAX (904) 278-8808

Purchase Agreement

PURCHASER #1 GEORGE DOLORES		DATE
PURCHASER #2 ODELIA DOLORES		Quote # 269491
ADDRESS 2414 MERCER CIR S		Customer # 579749
CITY JACKSONVILLE	STATE FL	ZIP 32217
HOME PHONE 9043071525		COUNTY
CELL PHONE #1 (904) 307-1525		CELL PHONE #2
E-MAIL ADDRESS NONE		SALESPERSON MILLS, KEVIN D

<input type="checkbox"/> NEW	YEAR	MAKE	MODEL
<input type="checkbox"/> USED	2018	COACHMEN	CROSSFIT 22D
VEHICLE IDENTIFICATION NUMBER 1FDRU4XM5HKA99292		ENGINE	ODOMETER
COLOR MAGNETIC PAINT	STOCK NO. 151648	WEIGHT/FEE CAT.	

ACCESSORIES AND/OR EQUIPMENT	\$	LIST PRICE \$	
COSEES		N/A	CORNERSTONE
			LIFE BENEFIT
			DISABILITY BENEFIT
			GAP WAIVER
			TIRE SHIELD
			ECP
			COACH-NET
			TYRON
			OSF FEES
		SUB-TOTAL	100247.00
1. TRADE-IN ALLOWANCE			55000.00
2. DOC FEE			299.00
3. FREIGHT			
4. ELECTRONIC REGISTRATION FILING FEE			20.00
5. PREP CHARGES			N/A
6. BATT. FEE (\$1.50 per)		TIRE FEE (\$1.00 per)	TITLE FEE (AL Only)
			9.00
7. TOTAL TAXABLE PRICE			45575.00
8. STATE		RATE 6.00	2784.50
COUNTY		RATE 00	
9. DOC STAMP TAX			N/A
10. LICENSE / TITLE / PLATE			150.00
11. LIEN			43000.00
12. TOTAL DELIVERED PRICE			91509.50
13. CURRENT DOWN PAYMENT			N/A
14. CASH DUE ON DELIVERY			N/A
15. BALANCE			91509.50

Agreed price includes all factory and dealer rebates, discounts and incentives.

DESCRIPTION OF TRADE-IN			
YEAR	MAKE	MODEL	TYPE
2007	WINNEBAGO	BRIDGE	6
VEHICLE IDENTIFICATION NO.		APPRAISAL	BY:
		55000.00	
CURRENT ODOMETER READING	BALANCE OWED TO	BALANCE OWED	
		43000.00	

IF THIS IS FOR A USED MOTOR VEHICLE, THE INFORMATION ON THE WINDOW FORM (FEDERAL TRADE COMMISSION) IS PART OF THIS AGREEMENT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS CONTRACT OF SALE. THIS AGREEMENT IS NOT BINDING UPON THE PURCHASER OR THE DEALER UNTIL SIGNED BY BOTH PARTIES, OR UNTIL CREDIT TERMS ARE APPROVED AND ACCEPTED BY THE DEALER, PURCHASER, AND LENDING INSTITUTION. IF CREDIT TERMS ARE NOT ACCEPTED, FULL DEPOSIT WILL BE REFUNDED TO PURCHASER. AGREEMENT BASED UPON AVAILABILITY OF VEHICLE. PURCHASER IS OF LEGAL AGE IN THIS STATE. YOU ARE AUTHORIZED TO CHECK MY CREDIT HISTORY.

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THIS PURCHASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN GENERAL RV AND PURCHASER. NO ONE HAS AUTHORITY TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMENT. NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN HAVE BEEN MADE, WHICH ARE NOT CONTAINED ON THIS DOCUMENT. PURCHASER HAS NOT RELIED ON ANYTHING NOT WRITTEN INTO THIS PURCHASE AGREEMENT SUCH THAT NOTHING ELSE IS THE BASIS OF THE BARGAIN OR IS ENFORCEABLE AGAINST GENERAL RV, EVEN IF ALLEGED TO BE A MISREPRESENTATION. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RECEIVED A COPY OF THIS AGREEMENT AND THAT PURCHASER HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE REVERSE SIDE, WHICH INCLUDE AN "AS IS" CLAUSE, A NON-REFUNDABLE DEPOSIT STATEMENT, AND CHOICE OF LAW AND FORUM SECTION CLAUSES INDICATING THAT MICHIGAN LAW APPLIES TO ALL POTENTIAL DISPUTES AND THAT ALL CLAIMS MUST BE FILED IN MICHIGAN.

PURCHASER'S SIGNATURE #1 _____ SALESMAN'S SIGNATURE _____
 PURCHASER'S SIGNATURE #2 _____ ACCEPTED DEALER'S SIGNATURE _____

EXHIBIT B

(April 17, 2018 Promissory Note)

U.S. BANK RECREATION FINANCE NATIONAL PROMISSORY NOTE AND SECURITY AGREEMENT

BORROWER(S): Name(s): GEORGE DOLORES / ODELIA DOLORES Address: 2414 MERCER CIR S, JACKSONVILLE, FL 32217 2414 MERCER CIR S, JACKSONVILLE, FL 32217	LENDER: Name: U.S. Bank N.A. Address: 1850 Osborn Avenue, Oshkosh, WI 54902 DATE: 04/17/2018
--	--

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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE. The cost of your credit as a yearly rate. <u>5.99</u> %	FINANCE CHARGE. The dollar amount the credit will cost you. \$ <u>71,643.47</u>	Amount Financed. The amount of credit provided to you or on your behalf. \$ <u>99,776.53</u>	Total of Payments. The amount you will have paid after you have made all payments as scheduled. \$ <u>171,420.00</u>
---	---	--	--

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 714.25	Monthly, beginning on 5/17/2018 .
N/A	\$ N/A	NOT APPLICABLE

Security. You are giving a security interest in the Collateral being purchased with the loan proceeds.
Prepayment. You may pay off this Note early. If you pay off this Note within 36 months of the date of this Note, you will have to pay a prepayment penalty equal to the greater of 1% of the principal balance at the time of prepayment or \$75, but no more than \$200.
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ITEMIZATION OF AMOUNT FINANCED

1. Amount given to you directly.....	\$	<u>N/A</u>
2. Amount paid on your account.....	\$	<u>N/A</u>
3. Amounts paid to others on your behalf		
(A) Amount paid to Public Officials.....	\$	<u>3,460.50</u>
(B) Amount paid to <u>General RV Center Orange Park</u> for <u>Purchase of Collateral</u>	\$	<u>87,843.73</u> *
(C) Amount paid to <u>State of FL</u> for <u>Doc Stamps</u>	\$	<u>349.30</u> *
(D) Amount paid to <u>CORNERSTONE</u> for <u>Vehicle Service Contract</u>	\$	<u>6,428.00</u> *
(F) Amount paid to <u>NSD GAP</u> for <u>GAP</u>	\$	<u>800.00</u> *
(G) Amount paid to <u>COACHNET</u> for <u>Roadside Assistance</u>	\$	<u>895.00</u> *
(G) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
(H) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
4. Amount Financed (Sum of Items 1 through 3)	\$	<u>99,776.53</u>

* Lender may retain a portion of these amounts

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 N/A N/A
 Note the name of your spouse is N/A Your spouse resides at: your address shown above;
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George Dolores Odalia Dolores
 BORROWER CO-BORROWER

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(F) Amount paid to <u>COACHNET</u> for <u>Roadside Assistance</u>	\$	<u>895.00</u> *
(G) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
(H) Amount paid to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u> *
4. Amount Financed (Sum of Items 1 through 3)	\$	<u>99,776.53</u>

* Lender may retain a portion of these amounts

NOTICE FOR FLORIDA ONLY. Florida documentation stamp and required by law in the amount of \$ _____ has been paid or will be paid directly to the Department of Revenue. Certificate of registration No. 310841368-004.

FOR WISCONSIN RESIDENTS ONLY:

MARITAL PURPOSE: If you are married the obligation evidenced by this Note is being incurred in the interest of your marriage or family.
 N/A N/A
 Note the name of your spouse is N/A. Your spouse resides at: your address shown above;
 N/A

NON-BORROWER SPOUSE: The undersigned is married to the Borrower signing this Note, actually knows of the credit extended under this Note, and waives any notice of this extension of credit. N/A N/A

NOTICE TO BORROWER(S) AND CO-BORROWER(S): EVEN IF OTHERWISE ADVISED, (a) BORROWER(S) AND CO-BORROWER(S) SHALL BE RESPONSIBLE FOR THE FULL PAYMENT OF THIS NOTE; (b) BORROWER(S) AND CO-BORROWER(S) SHALL BE RESPONSIBLE FOR THE FULL PAYMENT OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE LOAN DOCUMENTS.

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

George Dolores Delia Dolores
 BORROWER CO-BORROWER

NOTICE: SEE ALL FOUR PAGES FOR IMPORTANT INFORMATION AND ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS NOTE.

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE FLORIDA DIVISION**

**GEORGE DOLORES, JR. and
ODELIA M. DOLORES, individually
And on behalf of others similarly situated,**

Plaintiffs,

Case No: _____

vs.

JURY TRIAL DEMAND

THE GENERAL RV CENTER, INC.,

Defendant.

COMPLAINT AND JURY DEMAND

COMES NOW, the Plaintiffs **GEORGE DOLORES, JR.** and **ODELIA M. DOLORES**, (hereinafter collectively referred to as “DOLORES”) by and through the undersigned attorney, files this Complaint and Jury Demand against the Defendant **THE GENERAL RV CENTER, INC.**, (hereinafter referred to as “GRVC” and “Defendant”) and as grounds states as follows:

I. NATURE OF THIS ACTION

1. This lawsuit involves the intentional exploitation and abuse of elderly, infirmed senior citizens. -- Recent consumer complaints and news stories about GENERAL RV CENTER, INC.’s (“GRVC”) illegal and unethical business practices, prove that many public consumers, particularly the elderly and senior citizens, in the State of Florida and across

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
GEORGE DOLORES, JR. and
ODELIA M. DOLORES,
(b) County of Residence
DUVAL
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
J. Eric Jones
The Jones Law Firm, PA,
10752 Deerwood Park Blvd. Suite 100
Jacksonville, FL 32256
T. (904) 434.7553

DEFENDANT
THE GENERAL RV CENTER, INC.,
County of Residence of First Listed Defendant
CLAY
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
'1 U.S. Government Plaintiff
'3 Federal Question X
(U.S. Government Not a Party)
'2 U.S. Government Defendant
'4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF PTF DEF
Citizen of This State '1 '1 Incorporated or Principal Place of Business In This State X
Citizen of Another State '2 '2 Incorporated and Principal Place of Business In Another State '5 '5
Citizen or Subject of a Foreign Country '3 '3 Foreign Nation '6 '6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 main columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Marine, Negotiable Instrument, etc.

V. ORIGIN (Place an "X" in One Box Only)
'1 Original State Court
'2 Removed from Appellate Court
'3 Remanded from Reopened Another District
'4 Reinstated or Litigation
'5 Transferred from
'6 Multidistrict Proceeding
(specify)

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Diversity Issue
Brief description of cause: FL Statue §825.102 and 825.103

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION DEMANDS CHECK YES only if demanded in Complaint:

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE [Signature] DOCKET NUMBER [Blank] DATE [Blank] SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY RECEIPT # [JAX] AMOUNT \$400 APPLYING IFP [Blank] JUDGE 34 MAG. JUDGE [POB] JURY DEMAND: [Blank] 'X Yes 'No

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below. United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
V. Origin. Place an "X" in one of the six boxes. Original Proceedings. (1) Cases which originate in the United States district courts. Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box. Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date. Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers. Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Elderly Florida Couple Claims The General RV Center Sold Recalled Vehicle as New](#)
