

# 53514

IN THE CIRCUIT COURT OF CLEBURNE COUNTY  
STATE OF ALABAMA

FORD MOTOR CREDIT CORPORATION,	)	Case No.: CV 99-23
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
WILLIE G. O'NEAL,	)	
	)	
Defendant.	)	

**Order Compelling Binding Arbitration**

This matter came on before the court on a motion of the defendant Willie G. O'Neal to compel binding arbitration. The court finds that the agreement between the parties contains the following clause:

Notice – any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services attained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder.

Further, the court finds that the agreement between the seller of the goods Buster Miles Heflin Ford-Mercury, Inc. and the defendant, Willie G. O'Neil, contained an agreement requiring the submission of all disputes to binding arbitration. The arbitration agreement contains the following language:

...Buyer/lessee and Dealer agree that all claims, demands, disputes or controversies of any kind or nature that may arise between them concerning any of the negotiations leading to the sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing, purchase of insurance, purchase of extended warranties or service contracts, the performance or condition of the vehicle, or any other aspects of the vehicle and its sale, lease or financing shall be settled by binding arbitration conducted pursuant to the provision of 9 U.S.C., § 1 et seq. and according to the Commercial Rules of the American Arbitration Association....

It is, therefore, ordered, adjudged and decreed that this matter is dismissed without prejudice and referred to binding arbitration pursuant to 9 USC 1 et. seq. and according to the Commercial Rules of the American Arbitration Association.

A handwritten signature in cursive script, appearing to read 'R. M. ...', is written over a horizontal line.  
Circuit Judge  
1/12/01

FILED  
JAN 19 9 03 AM '01  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK