

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

FORD MOTOR CREDIT COMPANY
LLC, a Delaware limited liability
company,

Plaintiff,

v.

GILBERT AUTO FORD, LLC, a
Washington limited liability company;
MARK W. GILBERT,

Defendants.

Case No. 2:13-cv-00104-BLW

PRELIMINARY INJUNCTION

This matter having come on hearing before this Court on the filing of the Verified Complaint for Claim and Delivery, Application for Temporary Restraining Order and Preliminary Injunction, and the Affidavit of Todd Casey, against Defendants Gilbert Auto Ford LLC and Mark W. Gilbert, the Court finding good cause shown based on the

following determination, and as further explained in detail by the Court at the hearing conducted on March 8, 2013,

1. Plaintiff has a substantial likelihood of success on the merits of its claims.
2. Plaintiff will suffer irreparable harm and loss if Defendant Gilbert Auto Ford LLC is permitted to continue to sell, dispose of, conceal or use Plaintiff's Collateral consisting of new and used motor vehicles, demonstrators, service vehicles, in-transit vehicles, service parts, equipment, accounts, contract rights, chattel paper, and general intangibles ("Collateral") to the Defendants' own use and benefit.
3. Plaintiff has no adequate remedy at law, and the balance of equities tips in favor of Plaintiff.
4. Plaintiff will suffer greater injury from the denial of temporary injunctive relief than Defendant Gilbert Auto Ford LLC will suffer from the granting of such relief. The granting of this temporary restraining order will further the public interest.
5. Plaintiff provided notice to Defendants albeit on a shortened emergency basis and an Acceptance of Service from Defense counsel has been filed .

NOW THEREFORE IT IS ORDERED that, the Court finding that an Order should issue pursuant to Rule 65 and Idaho Code § 8-301 against the above-named

Defendants, the Motion for Temporary Restraining Order and Preliminary Injunction (Dkt. 2) is **GRANTED**.

IT IS FURTHER ORDERED:

6. A temporary restraining order is issued, but with the requirement that Plaintiff file a bond in the amount of \$15,000.00.

7. Defendant Gilbert Auto Ford LLC and all those acting in concert with it, its officers, employees, guarantors, principals, agents and representatives, are enjoined and restrained, either directly or indirectly, until the hearing for permanent injunction or until further order of this court, from selling, disposing, concealing, or using Plaintiff's Collateral, consisting of new, used, demonstrators, service vehicles, and in-transit vehicles contrary to the terms of this Order.

8. An agent (a "Keeper") of Plaintiff Ford Motor Credit Company LLC shall be allowed to remain on the dealership premises at 1401 South Blaine Street, Moscow, Idaho 83843 during open business hours to hold keys, titles and Manufacturing Statements of Origin ("MSOs") of all new and used vehicles, demonstrators, service vehicles, and in-transit vehicles, which are subject to FMCC's security interest.

9. Said Keeper shall set up a check out system for the keys to the Collateral so that the Dealer's sales and/or service employees may check out keys to facilitate demonstrating, showing, selling, and/or servicing of the Collateral vehicles.

10. The employees and agents of Gilbert Auto Ford LLC shall provide review and copies to the Keeper of the daily sales report, daily bank account report, sales contracts, buyers' orders, and financing contracts for the Collateral vehicles.

11. Upon a sale of a Collateral vehicle, Defendant Gilbert Auto Ford LLC is required to immediately, but in no case longer than 24 hours, pay Plaintiff with certified funds owed Plaintiff for the Collateral vehicle. Upon receipt of the certified funds by the Plaintiff for a Collateral vehicle, the Keeper shall immediately release the title and/or Manufacturer's Statement of Origin to Defendant Gilbert Auto Ford LLC on any sale of said collateral vehicle.

12. This order shall remain in full force and effect until this Court specifically orders otherwise.

13. Because, this matter was heard by the Court upon an expedited basis, Defendants Gilbert Auto Ford, LLC and Mark W. Gilbert may request, upon 2 days prior notice, that the Court dissolve this preliminary injunction as provided for in Fed.R.Civ.Proc. 65(b)(4).

14. Plaintiff must serve a copy of all the pleadings in this case and this order on Defendant Gilbert Auto Ford via first class mail, hand delivery, fax and email transmission to Gilbert Auto Ford within 24 hours of the date of this Order. **This order is effective immediately, being issued on March 8, 2013 at 2:30 p.m.**



DATED: March 8, 2013

A handwritten signature in black ink that reads "B. Lynn Winmill". The signature is written in a cursive style and is positioned above a horizontal line.

B. Lynn Winmill
Chief Judge
United States District Court