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IN THE COURT OF APPEALS OF INDIANA

TERRY DAVISON,	)	
	)	
Appellant-Plaintiff,	)	
	)	
vs.	)	No. 12A02-0506-CV-582
	)	
DAIMLERCHRYSLER CORPORATION,	)	
	)	
Appellee-Defendant.	)	

APPEAL FROM THE CLINTON SUPERIOR COURT
The Honorable Kathy Smith, Judge
Cause No. 12D01-0210-PL-364

November 2, 2006

MEMORANDUM DECISION - NOT FOR PUBLICATION

VAIDIK, Judge

Case Summary

Terry Davison ("Davison") appeals the trial court's order dismissing his complaint against DaimlerChrysler Corporation ("DaimlerChrysler"), which alleges violations of the Magnuson-Moss Warranty Act ("MMWA") and the Indiana Motor Vehicle Protection Act ("Indiana Lemon Law"), and compelling arbitration of those claims. For the reasons we set forth today in the companion case of *Walker v. DaimlerChrysler Corp.*, No. 27A02-0507-CV-596, --- N.E.2d --- (Ind. Ct. App. Nov. 2, 2006), we affirm the decision of the trial court.

Facts and Procedural History

On January 28, 2002, Davison purchased a 2002 Dodge 1500 Quad Cab ("Quad Cab") from a DaimlerChrysler authorized dealer. The purchase included certain warranties. Davison purchased the Quad Cab pursuant to DaimlerChrysler's Employee New Vehicle Purchase/Lease Program ("Program"). The Program offers customers a substantial discount by allowing them to purchase or lease new vehicles at the employee price. To participate in the Program, Davison signed a DaimlerChrysler Employee New Vehicle Purchase/Lease Claim Form ("Claim Form").

At the top of the Claim Form, in bold print, was the following statement: "**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**" Appellant's App. p. 61. The Claim Form also contains a mandatory arbitration clause, which provides, in pertinent part:

> I understand that, *in consideration for the discount received*, **I will not be able to bring a lawsuit for any disputes relating to this vehicle. Instead, I agree to submit any and all disputes through the DaimlerChrysler**

> **Vehicle Resolution Process, which includes mandatory arbitration that is binding on both DaimlerChrysler and me**.
>
> * * * *
>
> I acknowledge that this Form evidences a transaction involving interstate commerce, and, therefore, the Federal Arbitration Act ("FAA") (9 U.S.C. § 2 et. seq.) shall govern the interpretation, enforcement and proceedings of arbitration.

Id. (italics added). The next clause of the Claim Form provides, in pertinent part:

> I represent to DaimlerChrysler Corporation that, before purchasing or leasing a vehicle under the Program, I received and read the Program Rules and Provisions ("Rules"), specifically including a copy of the document entitled "Vehicle Resolution Process – Binding Arbitration." I hereby acknowledge that (1) I understand the Rules (2) I agree to be bound by them and will comply with them[.]

Id. The Rules and Provisions ("Rules") referenced in the Claim Form include a Legal Agreement that details the mandatory binding arbitration procedure. The Legal Agreement provides that participants in the Program "agree that binding arbitration is solely and exclusively the final step for resolving any warranty dispute concerning vehicles purchase or leased under the Program. **They may not bring a separate lawsuit**." *Id*. at 65.

Shortly after Davison's purchase, several defects arose with the Quad Cab, including problems with the transmission, the blower motor, the tailgate, and the mirrors. Davison brought the Quad Cab to a DaimlerChrysler authorized dealership for repairs on several occasions, but the repairs were not completed to Davison's satisfaction. As such, Davison's attorney wrote a letter to DaimlerChrysler "revoking his acceptance of the vehicle" and "demand[ing] the return of all funds paid towards [the Quad Cab], the cancellation of the contracts, and compensation for his damages." *Id*. at 32. DaimlerChrysler refused to comply with Davison's demands, so Davison filed a lawsuit.

Count I alleged a breach of written warranty pursuant to the MMWA; Count II alleged a breach of an implied warranty of merchantability pursuant to the MMWA; Count III purported to revoke Davison's acceptance of the Quad Cab pursuant to section 2310(d) of the MMWA; and Count IV alleged a breach of the Indiana Lemon Law.

In response to Davison's complaint, DaimlerChrysler filed a motion to dismiss and to compel arbitration, citing the mandatory arbitration language contained in both the Claim Form and the Rules. The trial court granted DaimlerChrysler's motion, and Davison now appeals.[1]

Discussion and Decision

On appeal, Davison argues that the trial court erred in granting DaimlerChrysler's motion to dismiss and compel arbitration. Specifically, he contends that (1) binding arbitration agreements are impermissible under the MMWA and (2) the parties' agreement to arbitrate is invalid under the Indiana Lemon Law. The parties' arguments on appeal are the same as those we address today in the companion case of *Walker v. DaimlerChrysler Corp.*, No. 27A02-0507-CV-596, --- N.E.2d --- (Ind. Ct. App. Nov. 2, 2006). For the reasons we set forth in that opinion, we conclude that the MMWA permits binding arbitration and that the parties' agreement to arbitrate is valid and enforceable under the Indiana Lemon Law. Therefore, we affirm the trial court's order dismissing Davison's complaint and compelling arbitration of his claims.

Affirmed.

BAKER, J., and CRONE, J., concur.

[1] In his brief on appeal, Davison indicates that before the trial court granted DaimlerChrysler's motion to dismiss and compel arbitration, it entered summary judgment in favor of DaimlerChrysler on Counts II and III. Davison does not challenge this order.