

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

LDRV Holdings Corp
Plaintiff

Case No: 18-CA-000225

vs

Division: L

REV Recreation Group, Inc
Defendant

Temporary Injunction

This case was commenced January 8, 2018, and with the complaint the plaintiffs filed an "emergency" motion for injunction. The motion claimed that the defendant had designated a different dealer for sales of its class-A motorhome products. According to the plaintiff, it held an exclusive contract to distribute the relevant "line-makes" of motorhomes in Hillsborough County and other places. The emergency alleged was the RV Supershow to occur this week.

The court required notice and hearing, and the matter was heard January 12, 2018. Plaintiff offered evidence that it had entered into two exclusive dealership contracts with defendant: one in 2009 that explicitly mentioned "Signature" and "Marquis" models, and another in 2015 that mentioned other model names offered in the same market segment. It was argued that the 2009 contract was terminated wrongfully and the 2015 contract was still in effect, and applicable to these model names because they were legally considered the same "line-make" under the statute governing dealer-manufacture relationships in Florida. Sections 320.3201-320.3211 Fla. Stat. (2017).

(6) "Line-make" means a specific series of recreational vehicle products that:

- (a) Are identified by a common series trade name or trademark;
- (b) Are targeted to a particular market segment, as determined by their decor, features, equipment, size, weight, and price range;
- (c) Have lengths and interior floor plans that distinguish the recreational vehicles from other recreational vehicles with substantially the same decor, equipment, features, price, and weight;
- (d) Belong to a single, distinct classification of recreational vehicle product type having a substantial degree of commonality in the construction of the chassis, frame, and body; and
- (e) The manufacturer/dealer agreement authorizes a dealer to sell.

§ 320.3202, Fla. Stat.

At the hearing, the court concluded that the products covered by the 2015 contract were of the same line-make as the Signature and Marquis lines being allocated to the plaintiff's rival. They are targeted at the highest-end market segment, are the longest (40 plus foot range) and are characterized by a common architecture, namely built from the frame up to be a recreational vehicle, as contrasted with a converted truck. The different model names are not determinative, as they have more similarities than differences under the statutory criteria.

Noting that the court had no authority over the rival dealer, the court held that further promotion of the lines constituting the same line-make that was allocated to the plaintiff in the 2015 contract would be enjoined for 30 days. Specific to the Supershow, the court held that any models that had already been delivered to the dealer for purposes of sale could still be displayed by the dealer at the show, while vehicles that were still in the possession of the manufacturer could not, nor could the manufacturer's representatives participate in the show relative to those models.

Unsurprisingly, the parties were not thereafter able to agree on the form of an order. The defendant filed a motion for reconsideration. At this point, the court enters an order to give either party a chance to seek immediate appellate review.

The court has reviewed the defendant's motion and concludes it does not alter the result. The plaintiff advanced credible evidence that the damage to its reputation would be irreparable. The plaintiff has shown some likelihood of success on the merits, although the court acknowledges it is a question of first impression which could be decided differently by the appellate court. Entering the injunction does maintain the status quo, in that it prevents the defendant from immediately implementing a contractual allocation decision it made in late December 2017.

Accordingly, the court enters the injunction as stated above, effective January 1, 2017, for 30 days. This is an injunction under contract law using the statute to inform the required terms of the contract, as no violation of the statutory provisions appears. Accordingly, it is subject to a bond requirement, and on consideration of the exhibits attached to the motion for rehearing, the court sets injunction bond at \$40,000.

Defendant is ENJOINED from further promotion of the Signature and Marquis lines through a dealership different than the plaintiff for 30 days. Specific to the Supershow, any vehicles that had already been delivered to

the dealer for purposes of sale could still be displayed by the dealer at the show, while vehicles that were still in the possession of the manufacturer could not, nor could the manufacturer's representatives participate in the show relative to those models.

The injunction is conditioned upon plaintiff posting injunction bond with the clerk in the amount of \$40,000 before 5:00 p.m. January 18, 2018.

Done and Ordered in Hillsborough County, Florida this 17th day of January, 2018.

ELECTRONICALLY CONFORMED 1/17/2018

Steven Scott Stephens, Judge

Copies Furnished To:

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