

May 30, 2025

**VIA ELECTRONIC MAIL (rs@legalhelp4y.com)**

Legal Help for You, LLC  
160 W Camino Real, Suite 102  
Boca Raton, FL 33432

**Re: Phillip Daniel Martins  
2022 BMW 330i, VIN 3MW5R7J01N8C69704 (the "Vehicle")**

To Whom It May Concern:

I write on behalf of CarMax Auto Superstores, Inc. ("CarMax") in response to your letter dated May 7, 2025, regarding your client, Phillip Martins.

Mr. Martins purchased the subject Vehicle from the CarMax store located in Pompano Beach, FL ("CarMax") on April 2, 2024. At the time of purchase the Vehicle had 41,951 miles on the odometer and came with CarMax's 90-day/4,000-mile Limited Warranty. For additional consideration, Mr. Martins purchased an optional 60-month/75,000-mile Extended Service Plan ("ESP"). The Vehicle was financed by CarMax Business Services, LLC. (the "Lienholder").

At the time of purchase, Mr. Martins signed and received a copy of the attached Florida Insurance Affidavit. Mr. Martins' signature certified that he currently had the required insurance coverage with Security National Insurance Company. To verify this information, CarMax reviewed Mr. Martins' insurance policy documentation. There is no requirement by the Lienholder, CarMax policy or law to call and verify the insurance information provided by Mr. Martins. In addition, Mr. Martins signed the attached Agreement to Provide Physical Damage Insurance. By signing this agreement, Mr. Martins acknowledged that he was solely responsible for ensuring the Vehicle was insured as required. The Buyers Order and Retail Installment Contract also each address Mr. Martins' responsibility for obtaining proper insurance coverage for the Vehicle.

CarMax relied on Mr. Martins representations related to insurance coverage for the Vehicle. It is abundantly clear by the documentation signed at the time of purchase that Mr. Martins was aware of his responsibility with regard to insurance. As such, CarMax will not agree to cancellation of the financing agreement, return of all payments made or any other compensation as demanded in your letter.

Please email me at [cindy\\_beale@carmax.com](mailto:cindy_beale@carmax.com), if you have any questions.

Sincerely,  
*S/Cynthia B. Beale*  
Cynthia B. Beale  
Senior Paralegal

Enclosures

## FLORIDA INSURANCE AFFIDAVIT

Under penalty of perjury, I PHILLIP DANIEL MARTINS certify that I have  
(Name of Insured)

Personal Injury Protection, Property Damage Liability, and, when required, Bodily Injury Liability

Insurance currently in effect with SECURITY NATIONAL INSURANCE COMPANY under  
(Name of Insurance Company)

G009186022

(Policy Number)

1952

Company Code Number (5 digits)

covering the following motor vehicle:

2022

Year

BMW

Make

3MW5R7J01N8C69704

Vehicle Identification Number

This insurance company is licensed to issue insurance policies in Florida. I understand that my driver license, license plate(s) and registration(s) will be suspended effective from the registration date, if the insurer denies that this policy is in force.



Signature of Insured

**WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS SUBJECT TO PROSECUTION.**

HSMV 83330 (Rev. 09/09)

[www.flhsmv.gov](http://www.flhsmv.gov)

04/02/2024 07:49 PM

Order #: 1231746

DMS Tracking #: 4451137

Reprint #: 0



# Agreement to Provide Physical Damage Insurance

**CARmax**

I understand that to provide protection from serious financial loss should an accident or damage occur, my Retail Installment Contract requires that the vehicle be continuously covered by insurance as set forth below. The failure to maintain such insurance coverage may give the lienholder the right to declare the entire unpaid balance immediately due and payable. I agree that I am solely responsible for making arrangements for, obtaining and maintaining the required insurance coverage. I also understand that CarMax will not make arrangements for my required insurance coverage, nor are the premiums included in the monthly installments I will pay under the Retail Installment Contract. Accordingly, I agree to arrange for the required insurance coverage through the insurance company shown below and will request my agent to note the lienholder's interest in the vehicle and endorse the policy with loss payable endorsement in favor of the lienholder.

I understand that if, for any reason, the required insurance coverage as designated below is not continuously maintained, the lienholder, may at its option, secure insurance according to the terms of my Retail Installment Contract. This does not relieve me, however, from securing and maintaining the required insurance coverage. I further understand that the amount of such coverage obtained by the lienholder may be limited to the amount I owe for the vehicle under the Retail Installment Contract, and that such insurance coverage will not provide any additional liability coverage. Additionally, I understand that I will be required to pay the lienholder all amounts advanced for such insurance according to the terms of the Retail Installment Contract.

By signing below, I agree to promptly secure the required insurance coverage and understand that if I do not obtain the required insurance coverage, the finance company that has agreed to finance my Retail Installment contract may refuse to fund the financing.

## Lienholder

CarMax Business Services, LLC

(800) 925-3612

Bank/Financial Institution

Telephone Number

PO BOX 440609 KENNESAW, GA 30160

Address (Number, Street, City, State, Zip Code)

**Required Coverage: Collision and Comprehensive or Fire, Theft and Combined Additional Coverage and Maximum Deductibles - \$1000.**

## Purchaser/Insured

PHILLIP DANIEL MARTINS

(561) 460-0929 Ext. 0

Purchaser Name (First, Middle, Last)

Telephone Number

90 SW 3RD ST, Apt. 3002, MIAMI, FL 33130-4025

M635664010850

Address (Number, Street, City, State, Zip Code)

Driver's License Number

Insurance in Name of (First, Middle, Last)

Telephone Number

Address (Number, Street, City, State, Zip Code)

Driver's License Number

## Vehicle Insured

2022

BMW

4D SEDAN

330

25438170

3MW5R7J01N8C69704

Year

Make

Body

Model

CarMax Stock No.

Vehicle Identification Number

## Vehicle Use

☒ Private Passenger

☐ Commercial Auto

☐ All Other (Type)

## Insurance Agent/Carrier Information - Dealer Confirmation

SECURITY NATIONAL INSURANCE CO

SECURITY NATIONAL INSURANCE COMPANY

(561) 869-4161

Agent Name

Carrier

Telephone Number

HALEAH, FL 33002

Address (Number, Street, City, State, Zip Code)

## Agent's Comment

G009186022

Policy/Binder Number

☐ Yes ☐ No

Loss Payee

Effective Date

From

To

02/14/2024

08/14/2024

## Coverage

☒ Yes

☐ No Collision

1,000.00

Deductible

☒ Yes

☐ No Comprehensive


1,000.00

Deductible

☐ Yes

☐ No Fire/Theft

Insurance will be verified by Lender sometime in the next 7 days. The failure to have insurance as provided on this form will result in rejection of your financing and immediate return of the vehicle voluntarily or by repossession.

X 

04/02/2024

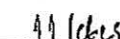
X

Purchaser

Date

Joint Purchaser

Date

By: 

CarMax Representative

Order #: 1231746

DMS Tracking #: 4451136

Reprint #: 0

07/19 PFF418

MIS ID: 2100000



04/02/2024 07:49 PM

# FL eSign Attestation



Re: Customer Name: PHILLIP DANIEL MARTINS  
Vehicle Year/Make/Model: 2022 BMW 330 / 2016 SCION IM  
Vehicle VIN: 3MW5R7J01N8C69704 / JTNKARJE9GJ507936

CarMax Auto Superstores, Inc. located at 1700 NW 36 STREET, POMPANO BEACH, FL 33064  
attests that the electronic signature(s) on the odometer disclosure documents meet the requirements  
set forth by the National Highway Traffic Safety Administration Rule 49 CFR 580 for assurance Level 2.

JJ Ickes  
Authorized Dealership Employee Signature

04/02/2024  
Date

JJ Ickes  
Authorized Dealership Employee Name

Order #: 1231746  
Rev. Date 05/23  
PFF2302

DMS Tracking #: 4451150 Reprint #: 0



MIS ID: 98001953  
04/02/2024 07:49 PM  
Legal - MB

**Certificate Of Completion**

Envelope Id: B1CCDB4D6E4244A5A4B6CDEAF3DF71C0

Subject 1231746-7202-PHILLIP D MARTINS

FinCoAppID: 0054554272

FinanceCompany: CarMax Business Services, LLC

CustomerName: PHILLIP D MARTINS

OriginatingStore: 7202

OrderNumber: 1231746

StockNumber: 25438170

VIN: 3MW5R7J01N8C69704

Trade1Vin: JTNKARJE9GJ507936

Trade2Vin:

CobuyerName:

Source Envelope:

Document Pages: 50

Certificate Pages: 4

AutoNav: Enabled

EnvelopeId Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Status: Completed

Envelope Originator:

CarMax Documents

carmax\_documents@carmax.com

IP Address: 20.75.218.99

**Record Tracking**

Status: Original

4/2/2024 4:49:47 PM

Holder: CarMax Documents

carmax\_documents@carmax.com

Location: DocuSign

Status: Authoritative Copy (25 of 25 documents)

4/2/2024 4:58:16 PM

Holder: CarMax Documents

carmax\_documents@carmax.com

Location: DocuSign

**Signer Events**

JJ Ickes

jj\_ickes@carmax.com

Security Level:

.SingleSignOn\_SAML

ID: c3f937e3-783d-463f-9342-2c4ce0cb200f

4/2/2024 4:54:55 PM

**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 65.229.9.176

**Timestamp**

Sent: 4/2/2024 4:49:52 PM

Resent: 4/2/2024 4:54:38 PM

Viewed: 4/2/2024 4:55:07 PM

Signed: 4/2/2024 4:55:33 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/2/2024 4:55:07 PM

ID: 883fe06a-c6fd-4aa9-a9b3-eb11582f0dfe

PHILLIP DANIEL MARTINS

phillip.daniel@hotmail.com

Security Level:

.PaperDocuments

ID: 758ce6b1-c161-41ff-a564-5013fe82a3ab

4/2/2024 4:57:02 PM



Signature Adoption: Drawn on Device

Using IP Address: 172.58.129.27

Signed using mobile

Sent: 4/2/2024 4:49:52 PM

Resent: 4/2/2024 4:54:41 PM

Viewed: 4/2/2024 4:57:15 PM

Signed: 4/2/2024 4:58:13 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/2/2024 4:57:15 PM

ID: 10fd121e-5dbc-4cfd-9292-20325db37d4c

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/2/2024 4:49:53 PM
Envelope Updated	Security Checked	4/2/2024 4:54:38 PM
Envelope Updated	Security Checked	4/2/2024 4:54:38 PM
Envelope Updated	Security Checked	4/2/2024 4:54:38 PM
Envelope Updated	Security Checked	4/2/2024 4:54:42 PM
Envelope Updated	Security Checked	4/2/2024 4:54:42 PM
Certified Delivered	Security Checked	4/2/2024 4:57:15 PM
Signing Complete	Security Checked	4/2/2024 4:58:13 PM
Completed	Security Checked	4/2/2024 4:58:13 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **E-Sign Consent and Agreement**

This E-Sign Consent and Agreement (this "Consent") applies to all aspects of your transactions with CarMax. In this Consent, the words "we," "us," and "our" refer to CarMax Auto Superstores, Inc., and any of its affiliates, agents, independent contractors, designees, service providers or assignees.

Please read this document carefully and retain a copy for your reference.

## **Your Legal Rights Regarding Electronic Communications**

Various laws require us to give you information in written paper form or to obtain your formal signed agreement or direction on certain matters. We may provide certain information to you electronically and obtain certain of your agreements electronically, if we first provide you this Consent and obtain your agreement to receive this Consent and other communications electronically and to enter into agreements electronically.

## **Types of Electronic Communications You May Receive**

You agree and consent to receive electronically all communications, agreements, documents, notices, statements and disclosures (each a "Communication" and collectively the "Communications") that we provide in connection with your transactions with CarMax. Categories of communications may include, but are not limited to, the following:

- agreements and policies you agree and consent to (e.g., this Consent, Test Drive Agreements, Vehicle Purchase Agreements, Buyers' Orders and Bills of Sale, and Retail Installment Sales Contracts) and updates to such agreements and policies;
- notices, receipts and confirmations related to your transactions with CarMax, including authorizations for receipt of telephonic or text outreach;
- any notices and disclosures required by state or federal law, such as our Privacy Policy;
- marketing information and preferences;
- any other transaction notices and information from us.

## **Electronic Agreements and Updates**

Any Communication that you accept or agree to receive electronically will be enforceable without your signature on a paper form.

## **Paper Communications**

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. We may send Communications to you in paper form because we are legally required to do so or because we determine in our sole discretion that you should receive the Communication in paper rather than electronic form.

## **Copies of Electronic Communications**

We will email you a link to access copies of the Communications. You may retain a copy of any electronic Communication by using your print function or downloading and saving an electronic copy for your records. If, after you receive a Communication electronically, you would like a paper copy of a Communication previously provided to you, you may request a copy during the period we retain your documentation by contacting us at 804-747-0422 ext. 3312. We will send your paper copy to you by U.S. mail. In order for us to send you a paper copy, you must have a current mailing address on file with us. We currently do not charge a fee to send you a paper copy of any electronic Communication, but reserve our ability to do so.

### **Withdrawal of Consent**

You can withdraw this Consent by calling 804-747-0422 ext. 3312 or e-mailing [esign\\_consent@carmax.com](mailto:esign_consent@carmax.com) and asking that Communications be sent to you in paper or other non-electronic form. Your withdrawal of this Consent is effective only after we have had a reasonable period of time to act upon your withdrawal.

### **Your Contact Information**

You agree to provide us with your current email address so that we may communicate with you electronically. You must promptly notify us of any change to your email address by e-mailing [esign\\_consent@carmax.com](mailto:esign_consent@carmax.com). If you give us an incorrect email address or fail to update or correct your email address, an electronic Communication will be deemed provided to you if we use the email address in our records for the electronic Communication.

### **Hardware and Software Requirements**

In order to receive access and retain electronic Communications, you will need the following hardware and software:

- a computer, mobile device, tablet or similar device with an internet connection;
- a current web browser that supports HTTPS connectivity;
- a current version of a software program that can open and display PDF files (such as an Adobe Acrobat reader);
- a valid email address with email software to communicate with us electronically; and
- an installed printer or sufficient storage space to save, store, print or otherwise retain electronic Communications

By giving your consent, you are confirming that you have access to the necessary software and hardware, and can receive, open, print, download a copy or otherwise retain a copy of any electronic Communication for your records. You are advised to retain a copy of all electronic Communications as they may not be accessible online or in paper form at a later date.