

LANCE HALL,
Plaintiff,

§ IN THE DISTRICT COURT

§

§

v.

§

§ OF TARRANT COUNTY, TEXAS

§

RMN GROUP INC d/b/a Dallas Auto
Sales,

§

§ _____ JUDICIAL DISTRICT

Defendants.

PLAINTIFF’S ORIGINAL PETITION & REQUEST FOR DISCLOSURE

Lance Hall (“Plaintiff”), files this original petition and request for disclosure against Defendant, RMN Group Inc d/b/a Dallas Auto Sales (“Defendant”), and alleges as follows:

DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2 and affirmatively pleads that this suit is governed by the expedited-actions process in Texas Rule of Civil Procedure 169.

CLAIM FOR RELIEF

2. Plaintiff seeks only monetary relief of \$100,000 or less, including damages of any kind, penalties, court costs, expenses, prejudgment interest, and attorney fees.

PARTIES

3. Plaintiff, Lance Hall, is an individual resident of Dallas County, Texas.
4. Defendant, RMN Group Inc d/b/a Dallas Auto Sales, a Texas corporation whose registered office is located in Tarrant County at 711 E Division St Ste A, Arlington TX 76011, may be served with process by serving the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701, as its agent for service because Defendant is required by Texas Business Organizations Code section

5.201 to appoint and maintain a registered agent in Texas but Defendant's registered agent cannot be found with reasonable diligence. Specifically, certified and first-class mail sent to address on file with the Secretary of State returns as undeliverable by the United States Postal Service.

JURISDICTION

5. The Court has subject-matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

VENUE

6. Venue for this suit under the Deceptive Trade Practices Act (DTPA) is proper in Tarrant County under Texas Business & Commerce Code section 17.56 because this suit is filed in the county where Defendant solicited the transaction underlying this suit.

FACTS

7. On or about January 9, 2016, Plaintiff purchased a vehicle from Dallas Auto Sales, to wit: *VIN.: JNKCV64E98M113195 (2008 INFINITI G37)*. As a part of the transaction, Plaintiff Lance Hall, as buyer, and Defendant Dallas Auto Sales, as seller, executed a Motor Vehicle Installment Contract ("the Contract"), a true and correct copy of which is attached hereto as Exhibit A and is hereby incorporated by reference.

The Contract:

8. According to the section on page 2 of the Contract titled "Itemization of Amount Financed", the cash price of the vehicle was \$18,529.20; a cash down payment of \$2,000 was recited on the Contract; Plaintiff agreed to "make 2 deferred payments as a part of the cash down payment as follows: \$1,500 each, on 1/15/16, 1/22/16; the unpaid balance was \$13,529.20; and, after various fees were added, the total financed amount was **\$14,979.01**. See the figure below, which is an excerpt from page 2 of the Contract.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash price (including any accessories and services)	\$ 18,529.20 (1)
2. Downpayment (if negative, enter "0" and see Line 4.A. below)	
Gross trade-in	\$ N/A
- Payoff by Seller	\$ N/A
= Net trade-in	\$ N/A
+ Cash	\$ 2,000.00
+ Other (describe)*	\$ 3,000.00
Total downpayment	\$ 5,000.00 (2)
3. Unpaid balance of cash price (1-2)	\$ 13,529.20 (3)
4. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):	
A. Prior credit or lease balance to:	\$ N/A
B. Cost of physical damage insurance paid to insurance company	\$ N/A
C. Cost of optional credit insurance paid to insurance company or companies	\$ N/A
Life \$ N/A Disability \$ N/A	
D. Debt cancellation agreement fee paid to seller	\$ N/A
E. Official fees paid to government agencies	\$ N/A
F. Dealer's inventory tax	\$ 40.73
G. Sales tax	\$ 1,158.08
H. Government license and/or registration fees	\$ 62.75
I. Government certificate of title fee	\$ 33.00
J. Government vehicle inspection fees	\$ 25.25
K. Deputy service fee paid to dealer	\$ N/A
L. Documentary fee	\$ 125.00
<small>A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.</small>	
M. Other charges	
To Government Agency for E-Tag fee	\$ 5.00
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total other charges and amounts paid to others on my behalf	\$ 1,449.81 (4)
5. Amount Financed (3+4)	\$ 14,979.01 (5)

* You agree to make 2 deferred payments as part of the cash down payment as follows: \$ 1,500.00 each, on 1/15/16, 1/22/16.

Page 1 of the Contract outlines what appears to be two alternative payment schedules for the financed amount as follows:

YOUR PAYMENT SCHEDULE WILL BE:

- 52 payments of 474.35 each MONTHLY beginning February 9, 2016.

OR AS FOLLOWS

- Plus 4 deferred down payments of \$1500.00 on 1/15/16, \$750.00 each on 1/22/16, 1/29/16, \$500 on 2/5/16.

9. Therefore, it appears that Plaintiff had the option of fully satisfying his obligation under the Contract by making either (1) fifty-two monthly payments of \$474.35, OR (2) four larger payments totaling \$3,500, all payable before the due date of the first monthly payment in option 1. ¹

FEDERAL TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 24.99 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 9,687.19	Amount Financed The amount of credit provided to you or on your behalf. \$ 14,979.01	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 27,666.20	Total Sale Price The total cost of your purchase on credit, including down payment of \$ 5,000.00 \$ 29,666.20
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments	Amount of Payments	When Payments Are Due		
52	\$ 474.35	MONTHLY beginning February 9, 2016		
<i>Or as follows:</i> Plus 4 deferred down payments of \$ 1,500.00 on 1/15/16, \$ 750.00 each, on 1/22/16, 1/29/16, \$500.00 on 2/5/16				

The payments:

As required by the Contract, Plaintiff made the following payments:

- **\$1,500** by cashier’s check on or about 1/9/16, which satisfied his obligation to make a deposit payment of \$1,500 on or before 1/15/16. See a copy of the cashier’s check receipt below.

AMERICAN AIRLINES FEDERAL CREDIT UNION - P.O. BOX 619001, MD 2100 - DALLAS/FORT WORTH AIRPORT, TX 75261-9001
(817) 952-4500 or (800) 533-0035 (outside of DFW area) www.AACreditUnion.org

No. 0000671716

Acct: 49003 Teller: 2767 Date: 01/09/16 2:55pm

See receipt for reference

Check Number: 00 0000671716
Purpose : CO-OP SHARED BRANCHING DISBURSEMENT
Amount : \$1,500.00

DALLAS AUTO SALES
RE: LANCE R. HALL

*****STOP PAYMENTS ARE PLACED ON LOST AND/OR STOLEN CHECKS ONLY****
AA Credit Union is a registered trademark of American Airlines, Inc.

DETACH BEFORE DEPOSITING

¹ The payment terms appear ambiguous, but under the principle of contra proferentem, such ambiguity ought to be resolved against the drafter, i.e. against Dallas Auto Sales.

048-284649-16

- **\$1,500** by cashier's check on or about 1/15/16, which satisfied his obligation to make a deposit payment of \$1,500 on or before 1/22/16. See a copy of the cashier's check receipt below.

AMERICAN AIRLINES FEDERAL CREDIT UNION - P.O. BOX 619001, MD 2100 - DALLAS/FORT WORTH AIRPORT, TX 75261-9001
(817) 952-4500 or (800) 533-0035 (outside of DFW area) www.AACreditUnion.org

Acct: 49003 Teller: 3118 Date: 01/15/16 1:40pm

No. 0000675486

See receipt for reference

Check Number: 00 0000675486
Purpose : CO-OP SHARED BRANCHING DISBURSEMENT
Amount : \$1,500.00

DALLAS AUTO SALES
RE: LANCE R HALL

*****STOP PAYMENTS ARE PLACED ON LOST AND/OR STOLEN CHECKS ONLY*****
AA Credit Union is a registered trademark of American Airlines, Inc.

DETACH BEFORE DEPOSITING

- **\$750** by cashier's check on or about 1/30/16, which satisfied his obligation to make an initial monthly payment of \$474.35 on or before 2/09/16, and included a pre-payment amount of \$275.65. See a copy of the cashier's check receipt below.

AMERICAN AIRLINES FEDERAL CREDIT UNION - P.O. BOX 619001, MD 2100 - DALLAS/FORT WORTH AIRPORT, TX 75261-9001
(817) 952-4500 or (800) 533-0035 (outside of DFW area) www.AACreditUnion.org

Acct: 49003 Teller: 3439 Date: 01/30/16 2:05pm

No. 0000684446

See receipt for reference

Check Number: 00 0000684446
Purpose : CO-OP SHARED BRANCHING DISBURSEMENT
Amount : \$750.00

DALLAS AUTO SALES

- **\$1,250** by cashier's check on or about 2/13/16, which satisfied his obligation to make a monthly payment of \$474.35 on or before 3/09/16, and included a pre-payment amount of \$775.65. See a copy of the cashier's check receipt below.

AMERICAN AIRLINES FEDERAL CREDIT UNION • P.O. BOX 619001, MD 2100 • DALLAS/FORT WORTH AIRPORT, TX 75261-9001
(817) 952-4500 or (800) 533-0035 (outside of DFW area) www.AACreditUnion.org

No. 0000693655

Acct: 49003 Teller: 1156 Date: 02/13/16 12:59pm

See receipt for reference

Check Number: 00 0000693655
Purpose : CO-OP SHARED BRANCHING DISBURSEMENT
Amount : \$1,250.00

DALLAS AUTO SALES
RE: LANCE R HALL

*****STOP PAYMENTS ARE PLACED ON LOST AND/OR STOLEN CHECKS ONLY*****
AA Credit Union is a registered trademark of American Airlines, Inc.

DETACH BEFORE DEPOSITING

10. Based on the requirements of the Contract and the payments made, Plaintiff is not and has never been in default of the Contract. In fact, Plaintiff has made all required payments in addition to pre-payments totaling \$1,051.30.

The repossession:

11. On or about Saturday, February 13, 2016, when Plaintiff visited the car dealership to make a payment, he was informed that there was an issue with the financing of the vehicle. Plaintiff did not have time to address the issue during that visit and said he would return on Monday. Upon leaving Dallas Auto Sales, Plaintiff received at least 2 email alerts stating that his credit file was pulled. He returned to Dallas Auto Sales to find out why his credit file was being pulled. He was told that Dallas Auto Sales was trying to get him financing. Plaintiff said he did not authorize access to his credit file and if the vehicle was not already financed he just wanted his money back and Dallas Auto Sales could take the car back. He was told that he could not get his money back. When Plaintiff attempted to leave the premises in the car, a sales person used another car to prevent Plaintiff from leaving. A sales person then called the Arlington Police and told the police that Plaintiff was trespassing on the property. Defendant took possession of the car and refused to return it unless Plaintiff pay the full amount due under the Contract in addition to Defendant's expenses. Exhibit B, which is attached hereto and

incorporated by reference, is a copy of the notice sent to Plaintiff by Defendant on February 29, 2015.

COUNT 1 – DTPA CLAIM

12. Plaintiff re-alleges paragraphs 6 to 10.
13. Plaintiff is a consumer under the DTPA because Plaintiff is an individual who acquired goods by purchase.
14. Defendant is an individual that can be sued under the DTPA.
15. Defendant violated the DTPA when Defendant engaged in false, misleading, or deceptive acts or practices that Plaintiff relied on to Plaintiff's detriment and that violated a "tie-in" consumer statute. Specifically, Defendant repossessed, and demanded payments for the return of, Plaintiff's vehicle without the legal right to do so in violation of:
 - a. Texas Finance Code Sec. 392.304(8), which prohibits a debt collector from misrepresenting the character, extent, or amount of a consumer debt, or misrepresenting the consumer debt's status in a judicial or governmental proceeding; and
 - b. Texas Finance Code Sec. 392.301(7), which prohibits debt collectors from threatening that nonpayment of a consumer debt will result in the seizure, repossession, or sale of the person's property without proper court proceedings.
16. Defendant's wrongful conduct was a producing cause of Plaintiff's injury, which resulted in the following damages: economic damages.
17. Plaintiff seeks unliquidated and unliquidated damages within the jurisdictional limits of this Court.

18. Mental-anguish damages. Defendant acted knowingly or intentionally, which entitles Plaintiff to recover mental-anguish damages under Texas Business & Commerce Code section 17.50(b)(1).
19. Additional damages. Defendant acted knowingly, which entitles Plaintiff to recover treble economic damages under Texas Business & Commerce Code section 17.50(b)(1).
20. Additional damages. Defendant acted intentionally, which entitles Plaintiff to recover treble economic and mental-anguish damages under Texas Business & Commerce Code section 17.50(b)(1).
21. Attorney fees. Plaintiff is entitled to recover reasonable and necessary attorney fees for prosecuting this suit under Texas Business & Commerce Code section 17.50(d).

COUNT 2 – BREACH OF CONTRACT

22. Plaintiff re-alleges paragraphs 6 to 10.
23. On January 9, 2016, Plaintiff and Defendant executed a valid and enforceable written contract. Plaintiff attaches a copy of the contract as Exhibit A and incorporates it by reference. The contract provided that Defendant financed the purchase of the vehicle at issue, and that Plaintiff would make the required payments.
24. Plaintiff fully performed Plaintiff's contractual obligations by making all required payments.
25. Defendant breached the contract by wrongfully repossessing the vehicle.
26. Defendant's breach caused injury to Plaintiff, which resulted in damages to Plaintiff.
27. Plaintiff seeks unliquidated and liquidated damages within the jurisdictional limits of this Court.

CONDITIONS PRECEDENT

28. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

REQUEST FOR DISCLOSURE

29. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

PRAYER

30. For these reasons, Plaintiff asks that the Court issue citation for Defendant to appear and answer, and that Plaintiff be awarded a judgment against Defendant for the following:
- a. Economic and Actual damages.
 - b. Treble damages.
 - c. Prejudgment and postjudgment interest.
 - d. Court costs.
 - e. Attorney fees.
 - f. All other relief to which Plaintiff is entitled.

Respectfully submitted,

/s/ Leroy Scott

Leroy B. Scott

scott Esq

Texas Bar No. 24083824

3131 McKinney Ave, Ste. 600

Dallas, TX 75204

Tel./Fax 214-224-0802

Email: lscott@scottesq.com

ATTORNEY FOR PLAINTIFF



CONTRACT DATE: 1/09/16 MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT

Buyer(s) LANCE RICHARD HALL	Seller/ Creditor DALLAS AUTO SALES
Address REDACTED	Address 711 E DIVISION ST STE A
City REDACTED	City ARLINGTON State TX Zip Code 76011
Phone REDACTED	Phone 817-459-0555
Location of Vehicle Street if other than City County State Zip Code Buyer's residence	

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

USE FOR WHICH PURCHASED: Unless the following box is checked, you are buying the vehicle primarily for personal, family, or household use.
 If checked, this transaction is a commercial vehicle installment sale and Chapter 353 of the Texas Finance Code applies to this contract.

VEHICLE IDENTIFICATION:

Stock No.	Year	Make	Model	Vehicle Identification Number	<input type="checkbox"/> New <input type="checkbox"/> Demonstrator				
2210	2008	INFINITI	G37	JNKC64E98M113195	<input checked="" type="checkbox"/> Used <input type="checkbox"/> Factory Official/Executive				
Trade-In(s): Year	N/A	Make	N/A	Model	N/A	VIN	N/A	License No.	N/A
Year	N/A	Make	N/A	Model	N/A	VIN	N/A	License No.	N/A

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>24.99 %</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$ 9,687.19</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$ 14,979.01</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$ 27,666.20</u>	Total Sale Price The total cost of your purchase on credit, including down payment of <u>\$ 5,000.00</u> <u>\$ 29,666.20</u>
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
52	\$ 474.35	MONTHLY beginning February 9, 2016

Or as follows:
 Plus 4 deferred down payments of \$ 1,500.00 on 1/15/16, \$ 750.00 each, on 1/22/16, 1/29/16, \$500.00 on 2/5/16

Security: We will have a security interest in the vehicle being purchased.

Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

Prepayment: If you pay all or any part of the debt that you owe early, you will not have to pay a penalty.

Additional information: You will refer to this document for information about nonpayment, default, security interests, any required repayment in full before the scheduled date, and prepayment refunds.

Any change to **REDACTED** sign it. No oral changes to this contract are enforceable.

Buyer Sign **REDACTED** Co-Buyer Signs X _____ N/A

The rates of this contract are negotiable. The seller may assign or otherwise sell this contract and receive a discount or other payment for the difference between the rate, charges, or balance.

CONSUMER WARNING

NOTICE TO THE BUYER – DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE ALL THAT YOU OWE AND UNDER CERTAIN CONDITIONS MAY SAVE A PORTION OF THE FINANCE CHARGE. YOU WILL KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. This contract has 4 pages. Be sure to review all 4 pages of this contract before signing below.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT YOU WERE FREE TO TAKE IT AND REVIEW IT.

Buyer **REDACTED** 1/09/2016 Co-Buyer X _____ N/A _____ Date _____

Buyers and Other Owners - A buyer is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signs X _____ Date _____ Address _____

Seller Signs X Date 1/09/2016 Printed Name *Amey* Title *FBI*

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

ITEMIZATION OF AMOUNT FINANCED

CONSUMER CREDIT COMMISSIONER NOTICE: To contact about **DALLAS AUTO SALES** this account, call 817-459-0555. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207; www.occc.state.tx.us; (800) 538-1579, and can be contacted relative to any inquiries or complaints.

Optional credit life and credit disability insurance. Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

- Credit Life, one buyer \$ N/A Term _____
- Credit Life, both buyers \$ N/A Term _____
- Credit Disability, one buyer \$ N/A Term _____

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

Buyer's Signature: _____ Date: _____

Co-Buyer's Signature: _____ Date: _____

THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Optional insurance coverages and debt cancellation agreement. The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.

Coverage	Term in Months	Premium or Fee
Gap*	_____	<input type="checkbox"/> \$ <u>N/A</u>
Invol. Unemployment	_____	<input type="checkbox"/> \$ <u>N/A</u>
Debt Cancellation**	_____	<input type="checkbox"/> \$ <u>N/A</u>

*If the vehicle is determined to be a total loss, GAP Insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

Buyer's Signature: _____ Date: _____

Assignment: By signing below, Seller hereby signs and assigns all right, title, and interest in this contract to: **DALLAS AUTO SALES** ("Assignee") in accordance with and under the terms and conditions of a separate agreement between Seller and Assignee.

- Assigned with recourse.
- Assigned without recourse.
- Assigned with limited recourse.

Seller Signs **DALLAS AUTO SALES** By _____ Date _____

Initials [Signature] / N/A / _____ Page 2 of 4 (of document 402028)
 Buyer Co-Buyer Seller

True Daily Earnings - Sales Tax Advanced

1. Cash price (including any accessories and services)	\$ 18,529.20 (1)
2. Downpayment (if negative, enter "0" and see Line 4.A. below)	
Gross trade-in	\$ <u>N/A</u>
- Payoff by Seller	\$ <u>N/A</u>
= Net trade-in	\$ <u>N/A</u>
+ Cash	\$ <u>2,000.00</u>
+ Other (describe)*	\$ <u>3,000.00</u>
Total downpayment	\$ 5,000.00 (2)
3. Unpaid balance of cash price (1-2)	\$ 13,529.20 (3)
4. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):	
A. Prior credit or lease balance to:	\$ <u>N/A</u>
B. Cost of physical damage insurance paid to insurance company	\$ <u>N/A</u>
C. Cost of optional credit insurance paid to insurance company or companies	\$ <u>N/A</u>
Life \$ <u>N/A</u> Disability \$ <u>N/A</u>	
D. Debt cancellation agreement fee paid to seller	\$ <u>N/A</u>
E. Official fees paid to government agencies	\$ <u>N/A</u>
F. Dealer's inventory tax	\$ <u>40.73</u>
G. Sales tax	\$ <u>1,158.08</u>
H. Government license and/or registration fees	\$ <u>62.75</u>
I. Government certificate of title fee	\$ <u>33.00</u>
J. Government vehicle inspection fees	\$ <u>25.25</u>
K. Deputy service fee paid to dealer	\$ <u>N/A</u>
L. Documentary fee	\$ <u>125.00</u>
A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.	
M. Other charges	
To Government Agency for E-Tag fee	\$ <u>5.00</u>
To _____ for _____	\$ <u>N/A</u>
To _____ for _____	\$ <u>N/A</u>
To _____ for _____	\$ <u>N/A</u>
To _____ for _____	\$ <u>N/A</u>
Total other charges and amounts paid to others on my behalf	\$ 1,449.81 (4)
5. Amount Financed (3+4)	\$ 14,979.01 (5)

* You agree to make 2 deferred payments as part of the cash down payment as follows: \$ 1,500.00 each, on 1/15/16, 1/22/16.

PROPERTY INSURANCE: You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is included below, policies or certificates from the insurance company will describe the terms, conditions and deductibles.

Physical damage insurance. If we obtain physical damage insurance, the coverages, terms and premiums for these terms are set forth below.

Coverage	Term in Months	Premium
Collision	_____	<input type="checkbox"/> \$ N/A
Comprehensive	_____	<input type="checkbox"/> \$ N/A
Fire, Theft, and Combined	_____	<input type="checkbox"/> \$ N/A
Additional Coverage	_____	<input type="checkbox"/> \$ N/A
Other: _____	_____	<input type="checkbox"/> \$ N/A

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. If the premium is for a required coverage, you have the option, for a period of 10 days from the date you receive a copy of this contract, of furnishing that coverage through existing policies of insurance or by obtaining like coverage from any insurance company authorized to do business in Texas.

You agree to purchase the above checked coverages.

Buyer's Signature: _____ Date: _____

OTHER TERMS AND CONDITIONS

AGREEMENT TO KEEP VEHICLE INSURED: You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle and cannot have a deductible in excess of \$500. The insurance must include collision coverage and either comprehensive or fire, theft, and combined additional coverage.

OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED: If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.

You will deliver to us an insurance policy meeting the requirements in this paragraph to be issued by:

Insurance Company: _____

Agent: _____

PHYSICAL DAMAGE INSURANCE PROCEEDS: You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

HOW WE FIGURE THE FINANCE CHARGE: We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or returned check charges.

HOW WE WILL APPLY YOUR PAYMENTS: We will apply your payments in the following order:

1. earned but unpaid finance charge and late charges; and
2. anything else you owe under this agreement.

HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY: We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge and your last payment will be more than your final scheduled payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase.

PREPAYMENT: You may prepay all you owe under this contract at any time without penalty. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the prepayment date.

INTEREST AFTER MATURITY: If you don't pay all you owe when the final payment becomes due, or you do not pay all you owe if we demand payment in full under this contract, you will pay an interest charge on the amount that is still unpaid. That interest charge will be the higher rate of 18% per year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the final payment becomes due.

SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS: A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

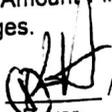
SECURITY INTEREST: To secure all you owe on this contract and all your promises in it, you give us a security interest in:

- the vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
- all insurance proceeds and other proceeds received for the vehicle;
- any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
- any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.

USE AND TRANSFER OF THE VEHICLE: You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. You will not remove the vehicle from Texas for more than 30 days unless you first get our written permission.

CARE OF THE VEHICLE: You agree to keep the vehicle free from all liens and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

Initials  / N/A / _____ Page 3 of 4 (of document 402028)
 Buyer Co-Buyer Seller

OTHER TERMS AND CONDITIONS

DEFAULT: You will be in default if:

- You do not pay any amount when it is due;
- You break any of your promises in this agreement;
- You allow a judgment to be entered against you or the collateral; or
- You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy.
- You give false, misleading, or incomplete information that was relied upon by us to enter into this contract.

If you default, we can exercise our rights under this contract and our other rights under the law.

REPOSSESSION: If you default, we may repossess the vehicle from you if we do so peacefully. If any personal items are in the vehicle, we can store them for you and give you written notice at your last address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

YOUR RIGHT TO REDEEM: If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

DISPOSITION OF THE VEHICLE: If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. We will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.

OUR RIGHT TO DEMAND PAYMENT IN FULL: If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

COLLECTION COSTS: If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows.

APPLICABLE LAW: Federal law and Texas law apply to this contract.

WHO IS BOUND: This contract is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns.

JOINT LIABILITY: All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

LEGAL LIMITATIONS ON OUR RIGHTS: If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.

LATE CHARGE: You will pay us a late charge as agreed to in this contract when it accrues.

INTEGRATION AND SEVERABILITY CLAUSE: This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

TRANSFER OF RIGHTS: We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.

CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS: This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle.

RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES: If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

APPLICATION OF CREDITS: Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

SELLER'S DISCLAIMER OF WARRANTIES: Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the motor vehicle manufacturer may provide.

USE OF ELECTRONIC TRACKING DEVICE: You understand that your vehicle may be equipped with an electronic tracking device installed on the vehicle as a condition of sale. If your vehicle has an electronic tracking device, you agree that we may use this device to find the vehicle. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this contract and are incorporated herein as though fully set forth in this contract.

USE OF A PAST DUE STARTER INTERRUPT AS CONDITION OF SALE: You understand that there may be a payment guarantee device installed on the vehicle as a condition of sale. You understand that if you do not make all payments as required under this contract, this device will prevent the vehicle from being started. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this contract and are incorporated herein as though fully set forth in this contract.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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 OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. (This provision applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.)

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Initials  / N/A / _____
 Buyer Co-Buyer Seller

True Daily Earnings - Sales Tax Advanced

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EXHIBIT

B



711 E. Division St., Ste A, Arlington, TX 76011
Tel. 817-459-0555 Fax 888-248-4113
www.dallasautosales.net

02/29/2016

NOTICE OF OUR PLAN TO SELL PROPERTY

REDACTED

We are sending this notice to the following other people who have an interest in the vehicle or who owe money under your agreement:

n/a

Subject: Repossession of 2008 Infiniti G37 (**REDACTED**)

We have repossessed your 2008 Infiniti G37, because you failed to make payments as promised in our vehicle contract agreement dated 01-09-2016. If you left any personal property in the vehicle, you have 30 days from the receipt of this notice to retrieve all of your belongings.

We will sell the 2008 Infiniti G37 at our dealership sometime after 03/15/2016. A sale could include a lease or license. The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the vehicle back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at 817-459-0555. If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 817-459-0555 or write us at 711 E. Division St., Ste. A, Arlington, TX 76011 and request a written explanation. If you need more information about the sale, call us or write us at the number and address shown above.