

07-1847-CD  
CACH LLC vs David Barrett

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CACH, LLC

(Plaintiff)

370 17TH ST, S. 5000

(Street Address)

DENVER, CO 80202

(City, State ZIP)

CIVIL ACTION

No. 07-1847-CD

Type of Case: CIVIL / CONTRACT

Type of Pleading: COMPLAINT

VS.

DAVID T. BARRETT

(Defendant)

1038 REDDEN HILL

(Street Address)

MAHAFTEY, PA 15757

(City, State ZIP)

Filed on Behalf of:

CACH, LLC

(Plaintiff/Defendant)

ROBERT M. REIBSTEIN

(Filed by)

P. O. Box 527 NARBERTH  
PA, 19072

(Address)

610 664 1999

(Phone)

[Signature]

(Signature)

**FILED**

NOV 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd-85.00  
ICC Sheriff

ROBERT M. REIBSTEIN, ESQUIRE,  
705 Montgomery Ave.  
Narberth, PA 19072  
(610) 664-1999

**FILED**

NOV 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

ATTORNEY I.D. NO. 20456

**CACH, LLC**  
370 17th Street, Suite 5000  
Denver, CO 80202

VS.

**David T. Barrett**  
1038 Redden hill  
Mahaffey PA 15757

: **IN THE COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PENNA**

:

:

: NO. 07-1847-CD

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:

: **CIVIL ACTION**

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#### **NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.**

**Court Administrator**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**814/765-2641, ext. 51**

**Lawyer Referral Service**  
**Pennsylvania lawyer Referral Service**  
**(800) 692-7375**

This communication is from a  
debt collector. This is an  
attempt to collect a debt and  
any information obtained will  
be used for that purpose.

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705 Montgomery Avenue  
Narberth, PA 19072  
(610) 664-1999  
Attorney I.D. No. 20456

**CACH, LLC**  
**370 17th Street, Suite 5000**  
**Denver, CO 80202**

**VS.**

**David T. Barrett**  
**1038 Redden Hill**  
**Mahaffey PA 15757**

**: IN THE COURT OF COMMON PLEAS,**  
**: CLEARFIELD COUNTY, PENNA**

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**NO:**

### **COMPLAINT**

1. Plaintiff, CACH, LLC, Assignee of Bank of America, N.A. is a limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado.

2. Defendant, David T. Barrett, is an adult individual residing at 1038 Redden Hill, Mahaffey PA 15757.

3. On or about January 21, 2005, Defendant entered into a written Pennsylvania Motor Vehicle Installment Sale Contract with Tacoma Subaru Nissan of Tacoma, WA, which was contemporaneously assigned to Bank of America for the purchase of a 2004 Nissan Xterra calling for Defendant to make seventy-two (72) monthly installment payments of \$616.12 each. A true and correct copy of said written Pennsylvania Motor Vehicle Installment Sale Contract is attached hereto made part hereof and marked as Exhibit "A" in it's entirety.

4. Defendant breached the terms of said written agreement by failing to make payments when due entitling Bank of America to repossess said vehicle.

5. Said vehicle was repossessed on or about July 29, 2005 whereby Defendant were given notice of Repossession, Right to Redeem and Notice to Sell Property by certified mail on or about August 2, 2005. True and correct copies of the Certified Mail Receipt and Repossession Invoice are attached hereto made part hereof and marked as Exhibit "B" and "C" respectively.

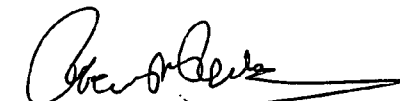
6. After Defendant failed to exercise their right to redeem the subject vehicle, it was sold at public auction on or about September 21, 2005 for a net sale price of \$14,745.00 whereby there remained a deficiency balance of \$18,387.17. True and correct copy of the Public Auction Sale documents are attached hereto made part hereof and marked as Exhibit "D" in their entirety.

7. On or about December 1, 2005 for value received, Household Automotive Finance Corporation did sell and assign all its right, title and interest in said Pennsylvania Motor Vehicle Installment Sale Contract to Plaintiff. A true and correct copy of the Notarized Certificate of Purchase and Affidavit of Claim are attached hereto made part hereof and marked as Exhibit "E".

8. As per Exhibit "A", Plaintiff is entitled to continuing finance charges at the annual rate of 11.74% on the unpaid principal balance claimed in the amount of \$4,417.85 and continuing at the rate of \$5.91 per day.

9. After repeated demands, Defendant has failed and refused to pay all or any part of the principal balance due and owing Plaintiff.

**WHEREFORE**, Plaintiff demands judgment against the Defendant in the sum of \$22,805.02 plus interest from the date of the filing of this complaint and record costs.



Robert M. Reibstein, Esquire  
Attorney for Plaintiff

114225

Contract Number:

You, the Buyer (and Co-Buyer, if any), agree to the terms of this contract, with or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and finance charges according to the payment schedule below, as explained in section 1 on the back. The Truth-In-Lending Disclosures below are part of this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The rate on your credit is a yearly rate.	FINANCE CHARGE The extra amount the credit will cost you.	Amount Financed The dollar amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after all payments are scheduled.	Total Sale Price The amount of your purchase on credit, including your down payment.
11.89%	\$2961.	\$1579	\$4540	\$5000 - 350.00 = 4690.

Insurance. You may have the practical chance to insure this contract against (and back) before anyone has the chance to give you approval of your plan. In the last instance, you are not allowed to buy any more insurance to obtain credit.

If any insurance is checked below, policies or companies that the named insurance companies will describe later in this process.

Check that the insurance and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Any ☐ Cash ☐ Both

☐ Credit Disability Short-Term Insurance

Premium

Credit Life \$ \_\_\_\_\_ N/A

Credit Disability \$ \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_ N/A

Credit life insurance and credit disability insurance are not required. You may not be permitted to purchase credit life and may not pay for the entire term if you choose the option, and the cash will be added to the term of the loan. You must pay the premium in full in the term of the loan.

**Other Insurance**  
☐ Y/N/A Type of Insurance \_\_\_\_\_ Date \_\_\_\_\_  
 Insurer's Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_  
 I want the insurance checked above. Yes and pay for the insurance on my behalf.  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE FOR BODILY INJURY, LIABILITY, PUBLIC LIABILITY, OR PROPERTY DAMAGE LIABILITY.**

**Returned Check Charge:** If any check you give me is dishonored, you will pay for a reasonable bank charge, in addition, if you send your next or dishonor, you must pay all the face amount of the check within 15 days. If you do not, you will also be liable to pay me interest at the rate of 12% per annum, including costs of collection not to exceed \$40 or the face amount of the check, whichever is less.

**HOW THIS CONTRACT CAN BE CHANGED.** The contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. Our changes are binding if any part of this contract is not valid, all other parts stay valid. We may deliver or refrain from delivering any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for issuing others. Buyer (and any Co-Buyer) initials:       

See back for other important agreements.

Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_ 01/21/20  
Do Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_  
Do Buyer and Other Owners — A co-buyer is a person who is required to sign the entire deed. An other owner is a person whose name is on the title or whose interest does not have to pay the debt. The co-buyer or other owner knows that the creditor has a security interest in the vehicle and consents to the security interest.  
  
Other Owner signs right \_\_\_\_\_  
Seller signs \_\_\_\_\_ TACOMA SUGARMAN NISSAN \_\_\_\_\_ Date \_\_\_\_\_ 01/21/20 \_\_\_\_\_  
Selling Agent's signature \_\_\_\_\_  
Selling Agent's name \_\_\_\_\_  
Selling Agent's address \_\_\_\_\_  
Selling Agent's phone number \_\_\_\_\_  
Selling Agent's email address \_\_\_\_\_  
Selling Agent's fax number \_\_\_\_\_  
Selling Agent's business hours \_\_\_\_\_  
Selling Agent's website \_\_\_\_\_  
Selling Agent's license number \_\_\_\_\_  
Selling Agent's license expiration date \_\_\_\_\_  
Selling Agent's license type \_\_\_\_\_  
Selling Agent's license status \_\_\_\_\_  
Selling Agent's license category \_\_\_\_\_  
Selling Agent's license class \_\_\_\_\_  
Selling Agent's license subclass \_\_\_\_\_  
Selling Agent's license division \_\_\_\_\_  
Selling Agent's license jurisdiction \_\_\_\_\_  
Selling Agent's license country \_\_\_\_\_  
Selling Agent's license state \_\_\_\_\_  
Selling Agent's license city \_\_\_\_\_  
Selling Agent's license zip code \_\_\_\_\_  
Selling Agent's license county \_\_\_\_\_  
Selling Agent's license district \_\_\_\_\_  
Selling Agent's license precinct \_\_\_\_\_  
Selling Agent's license ward \_\_\_\_\_  
Selling Agent's license councilman \_\_\_\_\_  
Selling Agent's license commissioner \_\_\_\_\_  
Selling Agent's license clerk \_\_\_\_\_  
Selling Agent's license treasurer \_\_\_\_\_  
Selling Agent's license judge \_\_\_\_\_  
Selling Agent's license justice \_\_\_\_\_  
Selling Agent's license magistrate \_\_\_\_\_  
Selling Agent's license mayor \_\_\_\_\_  
Selling Agent's license member \_\_\_\_\_  
Selling Agent's license officer \_\_\_\_\_  
Selling Agent's license official \_\_\_\_\_  
Selling Agent's license representative \_\_\_\_\_  
Selling Agent's license trustee \_\_\_\_\_  
Selling Agent's license volunteer \_\_\_\_\_  
Selling Agent's license witness \_\_\_\_\_  
Selling Agent's license agent \_\_\_\_\_  
Selling Agent's license broker \_\_\_\_\_  
Selling Agent's license dealer \_\_\_\_\_  
Selling Agent's license distributor \_\_\_\_\_  
Selling Agent's license franchisor \_\_\_\_\_  
Selling Agent's license importer \_\_\_\_\_  
Selling Agent's license manufacturer \_\_\_\_\_  
Selling Agent's license retailer \_\_\_\_\_  
Selling Agent's license wholesaler \_\_\_\_\_

114225

Contact Number \_\_\_\_\_

274017

FEDERAL TRUTH-IN-LENDING DISCLOSURE				
ANNUAL PERCENTAGE RATE The rate on your credit on a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you are have paid after all payments as scheduled.	Total Sale Price The total of your purchase on credit, including your down payment.
11.00%	12961.44	31579.98	44540.46	350.00 44890.00

**Late Charge.** If payment is not received in full within 30 days after it is due, you will pay a late charge of \$ 5.00 or 3 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in this vehicle being purchased.

**Additional Information.** See the consent to more information including information about nonpayment, default, any required repayment in full before the scheduled end and security interest.

INVESTIGATION OF ASSIGNED FINANCIAL			
1	Car Loan Price		
	Vehicle Cash Price	\$	26,600.00
	Other	\$	N/A
	Gross Tax	\$	2,117.20
	Dealer Documentary Service Fee	\$	35.00
	Total Cash Loan Price	\$	28,742.20
2	Downpayment		
	Year	1996	FORD RANGER
	Model		Dealers
	Cash Trade-In Allowance	\$	3,400.00
	Less Payment Again By Seller	\$	8,000.00
	Equals Net Trade-In	\$	2,600.00
	Cash	\$	550.00
	Other	\$	2,400.00
	REGATE	\$	2,400.00
	(If total downpayment is negative, enter "N" and add below)	\$	350.00
	Unpaid Balance of Cash Price (1 minus 2)	\$	28,392.20
3	Other Charges Involving Amounts Paid to Others on Your Behalf		
	(Other may keep part of these amounts.)		
A	Cost of Optional Credit Insurance Paid to the Insurance Company on Consignment.		
	Year	\$	N/A
	Dealership	\$	N/A
B	Other Expenses Paid to the Insurance Company	\$	N/A
	Total Insurance Paid to Insurance Companies	\$	N/A
C	Other Fees Paid to Government Agencies		
	to N/A to N/A	\$	N/A
	to N/A to N/A	\$	N/A
	to N/A to N/A	\$	N/A
D	Owner's Fees Not Included in Cash Price	\$	N/A
E	Owner's License and/or Registration Fees		
	(Dealership)	\$	74.00
F	Owner's Outright at Title Fees	\$	9.00
	Total Other Charges Paid to Government Agencies	\$	83.00
	Other Charges (Other must identify any as paid and identify location)		
	to N/A to Peter Chase or Lennie Salazar	\$	N/A
	to MISSION SERV. SERVICE CONT	\$	25,000.00
	to OWNERGUARD GAP	\$	600.00
	to N/A to N/A	\$	N/A
	Total Other Charges And Amounts Paid to Others on Your Behalf	\$	31,833.00
4	Amount Financed (3 plus 4)	\$	31,579.20
	(Other may receive or retain a portion of this amount.)		

Insurance: You may have the physical domain insurance this contract requires (see last) that telephone you choose subject to that approval of your choice as the law firm. You are not required to buy any other insurance to obtain credit.

If any dispute is charged later, policies of protection from the named required company will describe the terms and conditions.

Grant the Insurance you want and sign below:

Optional Credit Insurance ☐ None

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium

Credit Life \$ \_\_\_\_\_  $\frac{N/A}{N/A}$

Credit Disability \$ \_\_\_\_\_  $\frac{N/A}{N/A}$

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

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. If you choose both insurances, the cost is shown in line 4A of the transaction in Ancient Financial. Credit life insurance is based on your original payment schedule. This insurance may save you if you ever stop making payments on this purchase. Credit disability insurance does not cover any increases in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment without a different term for the insurance as shown below.

☐ N/A N/A  
 Type of Insurance Term  
 Premium \$ N/A  
 Insurance Company Name N/A  
 Home Office Address N/A  
N/A  
 I want the insurance checked above. We will apply for  
 this insurance on your behalf.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Cashier Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE  
INSURANCE FOR BODILY INJURY  
LIABILITY, PUBLIC LIABILITY, OR  
PROPERTY DAMAGE LIABILITY.**

**Returned Check Charges:** If any check you give us is dishonored, you will pay us a reasonable handling fee. In addition, if we send you notice of dishonor, you must pay us the face amount of the check within 15 days. If you do not, you will also be liable to pay us interest at the rate of 12% per annum, including cost of collection not to exceed \$40 or the face amount of the check, whichever is less.

OPTION: ☐ You pay no finance charge if the amount financed, item 3, is paid in full on or before 8/1, Year 88 SELLER'S INITIALS [Signature]

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED:** This contract controls the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding. If any part of the contract is not valid, all other parts may still be valid. We may delay or refuse from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. Buyer (and any Co-Buyer) initials: frb

See back for other important agreements.

**NOTICE TO BUYER:** (a) Do not sign this contract before you read it or if any space intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you will receive a partial rebate of the finance charge. (d) The finance charge does not exceed \_\_\_\_\_ (1.8% must be filled in) per annum computed monthly.

You agree to the terms of this contract and confirm that you received a completely filled-in copy when you signed it.

Buyer Signs 12/2/81 Date 01/21/82 Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying his or her share of the cost of the vehicle. A co-owner is a person whose name is on the title to the vehicle but does not have to pay for it. The co-owner or other owner agrees that the Buyer has a security interest in the vehicle and consents to the security interest.

Other carrier signs here \_\_\_\_\_  
 Seller signs JACOMA SUBARA NISSAN Date 01/22/2017 The Dealer \_\_\_\_\_  
 Buyer consents as referred to in the attached \_\_\_\_\_  
☐ Assigned with reciprocal \_\_\_\_\_  
☒ Assigned with reciprocal \_\_\_\_\_  
 Name JACOMA SUBARA NISSAN Title S/S

**LAW** FORM NO. 93-07A APR 88 U.S. DEPT OF JUSTICE  
DO NOT WRITE IN THESE SPACES  
FOR OFFICIAL USE ONLY  
THIS IS A PRELIMINARY REPORT AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY.  
IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ORIGINAL LLENHOLDER

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Right to Refinance a Balloon Payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, the periodic payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

### 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fees, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You must have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT. WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**

- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund on insurance, maintenance, service, or other contracts, we will subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
  - You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
    - You do not pay any payment on time;
    - You start a proceeding in bankruptcy or one is started against you or your property; or
    - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

### 4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply if you bought the vehicle primarily for personal, family, or household use. 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 warranty, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

- 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 de venta de este vehículo tiene prioridad sobre toda disposición en contrario contenida en el contrato de venta.

- Applicable Law. Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

**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.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To \_\_\_\_\_  
 Street, Apt. No.,  
 or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, June 2002 See Reverse for Instructions

Check/Draft# 0312115 Universal key 2005-038-06-0087 Invoice # 679304  
 Lease Acct # AI65010002740015 Work Order # 5531138  
 Name: BANK OF AMERICA 6G 5N1ED28Y04C680823  
 2004 NISSAN TK XTERRA 4MPV BLACK 4,401

*Barrett, David*

Sale Price	15,300.00
Selling Fee	95.00
Recon Fees	459.98
Accounts Receivable	.00
No Title Fee	.00
Dealer Recon Fees	.00
Certification Fee	.00

Net Amount of check 14,745.02

License # -0431  
 Buyer: 5042374 PERFORMANCE NISSAN

**EXHIBIT B**

**Bank of America**



Bank of America  
National Recovery  
NC4-105-03-86  
PO Box 21846  
Greensboro, NC 27420

Tel 800.475.2025 ext. 6155

**Explanation of Deficiency Balance or Surplus**

DAVID T BARRETT  
C TRP 1-14 CAV

FORT LEWIS, WA 98433

Date of Notice: 9/27/2005  
Date of Repossession: 7/28/2005

Account Number: 65010002740015  
Collateral Description: 2004 NISSAN XTERRA 4WD

Balance owing prior to sale	\$33,009.69
Less Gross Sale Proceeds	(\$15,300.00)
Subtotal: Balance after deducting gross sale proceeds	\$17,709.69

Plus Repossession Expenses	\$375.00
Plus Storage Expenses	\$0.00
Plus Repairs / Recondition Expenses	\$443.98
Plus Commission on Sale	\$111.00
Plus DMV/Term Fees	\$0.00

Less Satisfaction of Indebtedness (paid to  
subordinate lienholder out of any surplus) (\$0.00)

Surplus    X Deficiency    Zero Balance    **\$18,639.67\***

If a Surplus is indicated above, your refund check is enclosed.

If a Deficiency is indicated above, interest will continue to accrue, as permitted by law, until the deficiency balance is paid in full. Please contact us immediately to arrange payment of the deficiency balance.

If a Zero Balance is indicated above, interest in the amount of \$0.00 and fees in the amount of \$0.00 have been waived.

To receive additional information about this transaction, please call or write to us at the address or telephone number indicated above.

\* Any refund of unearned insurance premiums which we may receive in the future may affect the amount of the surplus or deficiency.



**EXHIBIT C**

**Bank of America.**



8/2/2005

**NOTICE OF OUR PLAN TO SELL PROPERTY**

Bank of America  
CA7-701-03-63  
PO Box 2284  
Brea, CA 92822-2284

DAVID T BARRETT  
CTR 1-14 CAV

FORT LEWIS, WA 98433

Subject: Account Number 65010002740015  
2004 NISSAN XTERRA 4WD / Vehicle Identification Number 5N1ED28Y04C680823

---

**We have your NISSAN XTERRA 4WD because you broke promises in our agreement.**

---

We will sell the NISSAN XTERRA 4WD at private sale sometime after 8/12/2005. 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 X will / \_\_\_\_\_ will not 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 property 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 (800) 386-4017.

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 (800) 386-4017 or write us at 275 S. Valencia Blvd. Brea, CA 92823 and request a written explanation.\*

If you need more information about the sale, call us at (800) 386-4017 or write us at 275 S. Valencia Blvd. Brea, CA 92823.

We are sending this notice to the following other people who have an interest in the NISSAN XTERRA 4WD or who owe money under your agreement:

**APPLICATION OF SALE PROCEEDS:** After the property is sold, the sale proceeds will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling the property and reasonable attorneys fees and legal expenses, as permitted by law, then to the satisfaction of the balance due under the contract.

**INSURANCE RIGHTS:** If you do not redeem the property, any insurance and any service contract will be canceled and the proceeds of any returned premiums will be applied to your account.

\* On page two of this notice we have provided you with a written explanation of how we figured the amount you currently owe us. If you would like a further explanation, please call us or write to us as indicated above.

**Please read page two of this notice carefully for an explanation of (i) how to get the property back; (ii) how we figured the amount you currently owe us; and (iii) additional rights regarding your account.**



**Bank of America.**



**OTHER IMPORTANT DISCLOSURES**

Bank of America  
CA7-701-03-63  
PO Box 2284

You have the right to redeem this property by paying the AMOUNT REQUIRED TO REDEEM at any time before the property is sold, to Bank of America at: 275 S. Valencia Blvd. Brea, CA 92823. The property will not be sold until after 10 days from the date of this notice.

The following is an itemization of this amount as of the date of this notice:

Contract or Loan Balance	\$32,291.94
Insurance Premium ESTIMATE	\$0.00
Towing & Storage	\$0.00
Transport Charges	\$0.00
Locksmith	\$0.00
Repossession Fee	\$325.00
Mechanic's Lien	\$0.00
Collection Charges	\$0.00
Late Charges	\$92.43
Interest Due	\$0.00
<b>TOTAL OF ABOVE</b>	<b>\$32,709.37</b>

Less: Unearned Finance Charge, if any	\$0.00
Cancelled Insurance (Estimated)	\$0.00
Life, Accident and Health Refund	\$0.00
Vendor's Single Interest Refund	\$0.00
<b>TOTAL CREDITS</b>	<b>\$0.00</b>

**AMOUNT REQUIRED TO REDEEM**      **\$32,709.37**  
Plus additional interest at \$10.03 per day and storage  
at \$0.00 per day until redemption.

---

If you have not redeemed the property within the time shown above, the property will be sold at private sale after that period. Any service contract and/or credit life or disability insurance policy included in the loan or contract will be canceled and the proceeds of any returned premiums will be applied to your account. If you redeem the property, it will be returned to you at Judgement Recovery Company 31812 Highway 97 North Tonasket, WA 98855 where it is stored.

**APPLICATION OF SALE PROCEEDS:** When the property is sold, the sale proceeds will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling the property and reasonable attorneys fees and legal expenses, as permitted by law, then to the satisfaction of the balance due under the contract and then to the satisfaction of the indebtedness secured by any subordinate security interest in the property. If any money is left over, it must be paid to you within a reasonable time period after the sale.

Robin Stamper  
(800) 386-4017 ext 40563

GENERIC-Vehicle-Private



**Judgment Recovery Company**

P.O. Box 1009

Tonasket, WA 98855

Phone (509)486-0899

Fax (509)486-2049

Date

Invoice #

07/29/2005

12420

**Bill To:** Accounts Payable  
Bank Of America -Brea  
275 Valencia Ave  
Brea CA 92823

Customer Name BARRETT, DAVID D -REOBIN

Account # 65010002740015

VIN # 5N1ED28Y04C680823

Recovery Date 07/28/2005 09:11:10 AM

Year/Make/Model 2004 NISSAN XTERRA 4WD

**Charges**

Involuntary

\$325.00

**Total Amount Due Now:****\$325.00**

2005 038 06 0087

**SOFT COPY WORK ORDER****5531138**

9/21/2005

SOUTH SEATTLE AUTO AUCTION  
P.O. BOX 5189  
KENT, WA 98064

BANK OF AMERICA  
275 VALENCIA AVE  
BREA, CA 92822

VIN 5N1ED28Y04C680823

8/04/2005

5531138

YEAR	MAKE	MODEL	BODY COLOR	MILES	ENG	R	TRN	PS	FB	AC	EW	ES	TOP	CC	EL	INT	CLR	4X4	TL	SRS	BI	DP
2004	NISSAN	TK	Xterra	004401	6G	C	5	X	X	X	X		HT	X	X	C	GRY	X	X	D	F	X
SOLD 9/21/2005 STOCK#			LEASE AI65010002740015			TITLE 0521553529ARVP																

DESCRIPTION	PARTS & MATERIAL	LABOR	CR/INSPECTIONS/IMS	TOTAL
ALTRNATOR	75083		160.28	
BELT	75083		13.20	
CORE CHARGE	75083		82.50	
<b>TOTAL PARTS &amp; MATERIAL</b>				<b>255.98</b>
REPAIRED ALT-REPLCED TIRE	75083	3.00	105.00	
<b>TOTAL LABOR</b>				<b>105.00</b>
IMS FEE			1.00	
ESTIMATE	74215		15.00	
<b>TOTAL CR/INSPECTIONS/IMS</b>				<b>16.00</b>
STANDARD DETAIL \$83			83.00	
<b>TOTAL APPEARANCE RECONDITIONING</b>				<b>83.00</b>
<b>* NON-DEDUCTIBLE CHARGES</b>				

**FULL GUARANTEE**

SOLD TO: 5042374 11  
PERFORMANCE NISSAN  
10500 HWY 99 SO  
EVERETT, WA 98204

INVOICE PRICE  
SALE PRICE 15,300.00  
SALE FEES 95.00  
A/R AMT  
RECON TOT 459.98  
DLR RECON  
CERTIFIED  
SALES TAX  
PRIME FEE  
SIMLCST SAT FEE  
SELLER PROMO FEE  
TOTAL EXPENSES 554.98

NET SALE PRICE 14,745.02

ENTRY # 2005 038 06 0087  
CHECK OR DFT # 0312115

PARTS & MATERIAL	255.98
LABOR	105.00
CR/INSPECTIONS/IMS	16.00
SUBLET REPAIRS	
MISCELLANEOUS EXPENSE	
APPEARANCE RECONDITIONING	83.00
TITLE FEES	
SELLING & ADMINISTRATIVE FEES	
ADVANCE CHARGES	
TRANSPORTATION	
<b>RECON TOTAL</b>	<b>459.98</b>

EXHIBIT "D"

**SELLER'S COPY**

SOUTH SEATTLE AUTO AUCTION  
P.O. BOX 5189  
KENT, WA 98064  
(253) 872-6800 FAX(253) 395-3342

BID# 806

KEY  
2005-038-060087  
CJAMESON

SALE DATE  
10:29:03  
9/21/2005

ENTR  
6L-008  
LEASE

VIN  
5N1ED2BY04C680B23

0521553529ARVP  
WA 9/01/2005  
TITLE RECORD

679304

16

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG	INT	INT	R	TRN	PS	PB	AC	EW	ES	TOP	CC	EL	4X	TL	SRS
2004	NISSAN	TK XTERRA	4MPV	BLACK	6B	GRY	C	C	5	X	X	X	X		HT	X	X	X	X	D

ANN COND:  
FULL GUARANTEE

NOTES:

LIGHTS	LIGHTS	GREEN	LIGHTS	LIGHTS	IF	CLERK
						CJ

I, OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE, HEREBY AGREE TO PAY THE INDICATED SALE PRICE FOR THE VEHICLE DESCRIBED IN THIS VOUCHER, UNDER THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO AGREEMENT ON REVERSE SIDE.

OKTOPAY  
5042374 11 806  
PERFORMANCE NISSAN  
10500 HWY 99 SO  
EVERETT, WA 98204  
(425) 347-5763  
FRED NOLAN  
PHOTO ID SCANNED

PRINTED PURCHASER'S NAME (BUYER)

PURCHASER'S SIGNATURE (BUYER)

PURCHASER MUST RETURN SIGNED COPY OF ODOMETER DISCLOSURE STATEMENT (FRONT & BACK OF TITLE IF MADE ON TITLE) TO TRANSFEROR (SELLER) OR BE SUBJECT TO CIVIL & CRIMINAL PENALTIES, INCLUDING FINES AND JAIL. Truth in Mileage Act of 1986: 49 C.F.R. 580.3(f).

AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING  
DOCUMENT NOT VALID FOR EXPORT



**Manheim**

NOT A RECEIPT OF PAYMENT

190880 3531138  
BANK OF AMERICA  
275 VALENCIA AVE  
BREA, CA 92822

AI65010002740015

SELLER

ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OR OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

☐ (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage  
-WARNING - ODOMETER DISCREPANCY

BANK OF AMERICA

4401 DIG 6

STATE THAT THE ODOMETER NOW READS MILES (NO TENTHS) AND TO THE BEST OF MY

KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.

For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left

X

TRANSFEROR'S SIGNATURE (SELLER)

X

JANELLE

PRINTED NAME OF (SIGNOR)

LICENSE NO. 1

BUYER PLEASE CHECK  
☐ CLEAN (1) ☐ ROUGH (2) ☐ (3)

**NOTICE:**

- Do not re-purchase or fine without certificate of title.
- Auction retains security in vehicle until good funds received

Lights Legend  
GUAR' TEE.

SELLING PRICE \$ 15.  
BUYER'S FEE \$

CERTIFY FEE \$  
SIMULCAST FEE \$

BUY NET \$ 15.

THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYING AND SELLING PARTIES. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO AGREEMENT ON REVERSE

**CERTIFICATE OF PURCHASE**

I, KENNETH D. URBAN, hereby depose and state that:

1. I am an Authorized Agent of CACH, LLC, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	DAVID T. BARRETT
Original Creditor:	Bank Of America, N.A.
Account Number:	65010002740015

3. On or about December 1, 2005 this account was issued by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: SEP 08 2006

By: \_\_\_\_\_

Sworn and subscribed to before me this 8 day of 9 2006.

Wendy D. Jackson  
Notary Public

My Commission Expires: 9.20.09



EXHIBIT "E"

**AFFIDAVIT OF CLAIM  
AND CERTIFICATION OF DEBT**

STATE OF NORTH CAROLINA )  
 )  
CITY OF GREENSBORO )

**Bank of America, N.A.**  
Accountholder:

Account No.: **65010002740015**

The undersigned, Robin Mays, being duly sworn, states and deposes as follows:

1. That Affiant is employed by Bank of America, N.A. in the position of Bank Officer and is duly authorized to make this affidavit.
2. That the statements made in this Affidavit are based on the computerized and hard copy books and records of Bank of America, N.A. which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
3. That account number **65010002740015** was opened on **1/21/2005** by **DAVID T BARRETT**.
4. That there is due and payable the sum of **\$18,807.47** notwithstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America, N.A.
5. As a result of the sale of said account, on **11/28/2005**, **CACH, LLC** and/or its authorized agent, has complete authority to collect, settle, adjust, compromise and satisfy same that Bank of America, N.A. had no further interest in this account for any purpose.
6. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 29 day of August, 2006

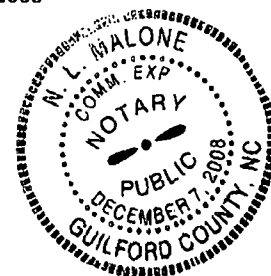
**BANK OF AMERICA, N.A.**

By: Robin Mays  
Bank Officer

Subscribed and sworn to before me this 29 day of August, 2006

My commission expires: 12-07-08

Notary Seal N. L. Malone  
Notary Public



VERIFICATION

I, KENNETH D. URBAN, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that DAVID T. BARRETT owes the balance of \$18,387.17 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: \_\_\_\_\_

Dated: SEP 08 2006

\_\_\_\_\_  
Authorized Representative

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103428**

CACH, LLC

Case # 07-1847-CD

vs.

DAVID T. BARRETT

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW February 26, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO DAVID T. BARRETT, DEFENDANT. ACCORDING TO FATHER DEFENDANT IS IN IRAQ.

SERVED BY: /

### Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REIBSTEIN	32581	10.00
SHERIFF HAWKINS	REIBSTEIN	32580	35.34

**FILED**

01/11:05/51  
FEB 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

**ROBERT M. REIBSTEIN, ESQUIRE,**  
705 Montgomery Ave.  
Narberth, PA 19072  
(610) 664-1999

NOV 13 2007

ATTORNEY I.D. NO. 20456

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

**CACH, LLC**  
370 17th Street, Suite 5000  
Denver, CO 80202

VS.

**David T. Barrett**  
1038 Redden hill  
Mahaffey PA 15757

: **IN THE COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PENNA**

:  
: NO. 07-1847-CD

:  
: **CIVIL ACTION**

#### NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

**Court Administrator**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**814/765-2641, ext. 51**

**Lawyer Referral Service**  
**Pennsylvania lawyer Referral Service**  
**(800) 692-7375**

This communication is from a  
debt collector. This is an  
attempt to collect a debt and  
any information obtained will  
be used for that purpose.

This communication is from a  
debt collector. This is an  
attempt to collect a debt and  
any information obtained will  
be used for that purpose.

ROBERT M. REIBSTEIN, ESQUIRE  
705 Montgomery Avenue  
Narberth, PA 19072  
(610) 664-1999  
Attorney I.D. No. 20456

**CACH, LLC**  
**370 17th Street, Suite 5000**  
**Denver, CO 80202**

VS.

**David T. Barrett**  
**1038 Redden Hill**  
**Mahaffey PA 15757**

: **IN THE COURT OF COMMON PLEAS,**  
: **CLEARFIELD COUNTY, PENNA**

:  
:  
:  
:  
:  
:  
:  
:  
:

**NO:**

### **COMPLAINT**

1. Plaintiff, CACH, LLC, Assignee of Bank of America, N.A. is a limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado.

2. Defendant, David T. Barrett, is an adult individual residing at 1038 Redden Hill, Mahaffey PA 15757.

3. On or about January 21, 2005, Defendant entered into a written Pennsylvania Motor Vehicle Installment Sale Contract with Tacoma Subaru Nissan of Tacoma, WA, which was contemporaneously assigned to Bank of America for the purchase of a 2004 Nissan Xterra calling for Defendant to make seventy-two (72) monthly installment payments of \$616.12 each. A true and correct copy of said written Pennsylvania Motor Vehicle Installment Sale Contract is attached hereto made part hereof and marked as Exhibit "A" in it's entirety.

4. Defendant breached the terms of said written agreement by failing to make payments when due entitling Bank of America to repossess said vehicle.

5. Said vehicle was repossessed on or about July 29, 2005 whereby Defendant were given notice of Repossession, Right to Redeem and Notice to Sell Property by certified mail on or about August 2, 2005. True and correct copies of the Certified Mail Receipt and Repossession Invoice are attached hereto made part hereof and marked as Exhibit "B" and "C" respectively.

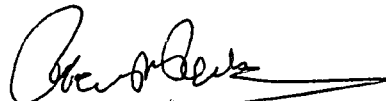
6. After Defendant failed to exercise their right to redeem the subject vehicle, it was sold at public auction on or about September 21, 2005 for a net sale price of \$14,745.00 whereby there remained a deficiency balance of \$18,387.17. True and correct copy of the Public Auction Sale documents are attached hereto made part hereof and marked as Exhibit "D" in their entirety.

7. On or about December 1, 2005 for value received, Household Automotive Finance Corporation did sell and assign all it's right, title and interest in said Pennsylvania Motor Vehicle Installment Sale Contract to Plaintiff. A true and correct copy of the Notarized Certificate of Purchase and Affidavit of Claim are attached hereto made part hereof and marked as Exhibit "E".

8. As per Exhibit "A", Plaintiff is entitled to continuing finance charges at the annual rate of 11.74% on the unpaid principal balance claimed in the amount of \$4,417.85 and continuing at the rate of \$5.91 per day.

9. After repeated demands, Defendant has failed and refused to pay all or any part of the principal balance due and owing Plaintiff.

**WHEREFORE**, Plaintiff demands judgment against the Defendant in the sum of \$22,805.02 plus interest from the date of the filing of this complaint and record costs.



Robert M. Reibstein, Esquire  
Attorney for Plaintiff

114325

**Contract Number**

2740057

New/Used/Lease	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2004	NISSAN XTERRA	104	5N1ED28T04C6B0823	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

insurance. You may buy the physical damage insurance this contract requires (see back) that before you choose subject to our approval of your choice as the less expensive. You are not required to buy any other insurance to obtain credit.

If any insurance is obtained before, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below.

**Optional Credit Insurance**

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)  
 Premiums  
 Credit Life \$ \_\_\_\_\_ N/A  
 Credit Disability \$ \_\_\_\_\_ N/A

☐ Credit Lib.    ☐ Buyer    ☐ Co-Buyer    ☐ Both  
☐ Credit Disability (Buyer Only)  
 Payment \_\_\_\_\_  
 Credit Life \$ \_\_\_\_\_ N/A  
 Credit Disability \$ \_\_\_\_\_ N/A  
 Insurance Company Name \_\_\_\_\_  
N/A  
 Home Office Address \_\_\_\_\_  
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. They are not provided unless you request and agree to pay the policy cost. If you choose to purchase credit life insurance, you will be shown in Item 4A of the transaction of Account Financial. Credit life insurance is based on your proposed payment schedule. This insurance may not pay all of your unpaid principal and contract fees if multiple payments. Credit disability insurance does not cover any increase in your payment of the amount of payments. Coverage for credit life insurance and credit disability insurance ends on the signed due date for the last payment unless a different term for the insurance is shown below.

**Other Insurance**

☐ N/A N/A  
 Type of Insurance Item

Permanent N/A

Insurance Company Name \_\_\_\_\_

N/A

Home Office Address \_\_\_\_\_

N/A

If you are the insurance checked above, we will apply for the insurance on your behalf.

\_\_\_\_\_  
 Super Signature Date  
 \_\_\_\_\_  
 Co-Super Signature Date  
 \_\_\_\_\_  
 THIS INSURANCE DOES NOT INCLUDE  
 INSURANCE FOR BODILY INJURY  
 LIABILITY, PUBLIC LIABILITY, OR  
 PROPERTY DAMAGE LIABILITY.

**Returned Check Charge:** If any check you give us is dishonored, you will pay us a reasonable banking fee. In addition, if we send you notice of dishonor, you must pay us the face amount of the check within 15 days. If you do not, you will also be liable to pay us interest at the rate of 12% per annum, including costs of collection not to exceed \$40 or the face amount of the check, whichever is less.

**NO COOLING OFF PERIOD**

**HOW THIS CONTRACT CAN BE CHANGED:** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes or handshakes. If any part of this contract is not valid, all other parts may still be valid. The new delivery or return time will be the time shown on the contract without being binding. For example, we may extend the time for making some payments without extending the time for making others. Buyer (and any Co-Buyer) understands fully and agrees to these terms.

**NOTICE TO BUYER:** (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, such as so unfavorable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed \_\_\_\_\_ 1.8% (must be filled in) per annum computed monthly.

**FORM NO. 10-76**

# RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

114225

Dealer Number

Contract Number

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)  
DAVID BARRETT  
FORT LEWIS WA 98433

Creditor - Seller (Name and Address)  
TACOMA SUBARU NISSAN  
TACOMA WA 98409

You, the Buyer (and Co-Buyer), agree to purchase the vehicle described on this contract, with or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and the Finance Charge on the schedule below, as explained in section 1 on the back. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Date	Year	Make and Model	Color	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2004	NISSAN XTERRA	BLACK	5K1ED28Y04C680823	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
11.99%	\$12961.44	\$31579.28	\$44540.72	\$44890.44

Number of Payments	Amount of Payments	When Payments Are Due
72	\$618.75	beginning 03/07/2005

Life Charge: If payment is not received in full within 30 days after it is due, you will pay a life charge of 5% or 3% of the part of the payment that is late, whichever is greater.  
Prepayment: If you pay off all your debt early, you will not have to pay a penalty.  
Security Interest: You are giving a security interest in the vehicle being purchased.  
Additional Information: See this contract for more information including information about nonpayment, default, any required registration in full before the scheduled date and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price	
Vehicle Cash Price	\$26500.00
Other	N/A
Sales Tax	\$2111.20
Dealer Documentary Service Fee	\$35.00
Total Cash Sale Price	\$28746.20
2. Total Deductions	
Trade-In	1996 FORD RANGER
Trade-In Allowance	\$3400.00
Less Payment Made By Seller	\$6000.00
Equity Not Used In	\$2600.00
Cash	\$550.00
Other	REBATE
(If cash deduction is negative, enter "N/A" and see 4b below)	\$350.00
Total Deductions	\$28196.20
3. Unpaid Balance of Cash Price (1 minus 2)	\$6550.00
4. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts)	
A. Cost of Optional Credit Insurance Paid to the Insurance Company as Co-insurance	
Life	N/A
Disability	N/A
B. Other Insurance Paid to the Insurance Company	
Total Insurance Paid to Insurance Company	N/A
C. Other Fees Paid to Government Agencies	
to N/A	N/A
to N/A	N/A
to N/A	N/A
D. Government Fees Not Included in Cash Price	
Registration	\$74.00
Security Deposit (if any)	\$9.00
Total Other Fees Paid to Government Agencies	\$83.00
5. Other Charges (Seller must identify each as paid and describe purpose)	
to N/A	N/A
to NISSAN SECU SERVICE CONT	\$2500.00
to OWNER GUARD GAP	\$600.00
to N/A	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$3183.00
6. Amount Financed (3 plus 4)	\$31579.28

Insurance: You may buy the physical damage insurance this contract requires (see Item 4) that someone you choose subject to our approval of your choice as the law allows. You are not required to buy any other insurance to obtain credit.  
If any insurance is checked below, policies of certificates from the named insurance company will be attached to the contract and become part of the contract.

Check the insurance you want and sign below:  
Optional Credit Insurance  
☒ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)  
Premium  
Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A  
N/A  
Credit life insurance and credit disability insurance are not required to obtain credit. They will not be attached unless you sign and agree to pay the extra cost. If you choose the insurance, see Item 4 of the Information of Annual Financial Credit Insurance at least in your regular payment schedule. This insurance may not pay if you ever stop the payment if you later stop the payment. Credit disability insurance does not cover any accident or loss of income or the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance  
☐ N/A ☐ N/A  
Type of Insurance Term  
Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A  
N/A  
I want the insurance checked above. We will attach to this contract on your behalf.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
THIS INSURANCE DOES NOT INCLUDE INSURANCE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY, OR PROPERTY DAMAGE LIABILITY.

Returned Check Charge: If any check you give us is returned, you will pay us a reasonable handling fee. In addition, if we send you notice of default, you must pay us the face amount of the check within 15 days. If you do not, you will also be liable to pay us interest at the rate of 12% per annum, including costs of collection not to exceed \$40 or the face amount of the check, whichever is less.

OPTION: ☐ You pay no finance charge if the amount financed, item 6, is paid in full on or before N/A. Your SELLER'S INITIALS

## NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. If any part of this contract is not right, all other parts may void. We may delay or refuse to enter into this contract if you do not sign it. For example, we may extend the time for making some payments without extending the time for making others. Buyer (and any Co-Buyer) initials: \_\_\_\_\_  
See back for other important agreements.

The Annual Percentage Rate May Be Negotiable With The Dealer.

NOTICE TO BUYER: (a) Do not sign this contract before you read it or if any specific intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 11.99% (must be filled in) per annum computed monthly.  
You agree to the terms of this contract and confirm that you received a completely filled-in copy when you signed it.

Buyer Signs \_\_\_\_\_ Date 01/21/05 Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyer and Other Owner - A co-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 co-buyer or other owner agrees that the Creditor has a security interest in the vehicle and consents to the security interest.

Other owner signs here \_\_\_\_\_ Date 01/21/05

Seller signs \_\_\_\_\_ Date 01/21/05

Seller assigns as follows to this contract: ☒ Assigned with recourse ☐ Assigned with limited recourse

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

Signature \_\_\_\_\_ Title CREDIT

# OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Right to Refinance a Balloon Payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, the periodic payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

## 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund on insurance, maintenance, service, or other contracts, we will subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
  - You may have to pay all you owe at once. If you break any promises (default), we may demand that you pay all you owe on this contract at once. Default means:
    - You do not pay any payment on time;
    - You start a proceeding in bankruptcy or one is started against you or your property; or
    - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply if you bought the vehicle primarily for personal, family, or household use. 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 warranty, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

## 5. 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.

## 6. Applicable Law

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

**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 THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To \_\_\_\_\_  
 Street, Apt. No.,  
 or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, June 2002 See Reverse for Instructions

Check/Draft# 0312115 Universal key 2005-038-06-0087 Invoice # 679304  
 Lease Acct # AI65010002740015 Work Order # 5531138  
 Name: BANK OF AMERICA 6G 5N1ED28Y04C680823  
 2004 NISSAN TK XTERRA 4MPV BLACK 4,401

*Barrett, David*

Sale Price	15,300.00
Selling Fee	95.00
Recon Fees	459.98
Accounts Receivable	.00
No Title Fee	.00
Dealer Recon Fees	.00
Certification Fee	.00
Net Amount of check	<u>14,745.02</u>

License # 0431  
 Buyer: 5042374 PERFORMANCE NISSAN

Bank of America



Bank of America  
National Recovery  
NC4-105-03-86  
PO Box 21846  
Greensboro, NC 27420

Explanation of Deficiency Balance or Surplus

Tel 800.475.2025 ext. 6155

DAVID T BARRETT  
C TRP 1-14 CAV

FORT LEWIS, WA 98433

Date of Notice: 9/27/2005

Date of Repossession: 7/28/2005

Account Number: 65010002740015

Collateral Description: 2004 NISSAN XTERRA 4WD

Balance owing prior to sale \$33,009.69  
Less Gross Sale Proceeds (\$15,300.00)  
Subtotal: Balance after deducting gross sale proceeds \$17,709.69

Plus Repossession Expenses \$375.00  
Plus Storage Expenses \$0.00  
Plus Repairs / Recondition Expenses \$443.98  
Plus Commission on Sale \$111.00  
Plus DMV/Term Fees \$0.00

Less Satisfaction of Indebtedness (paid to  
subordinate lienholder out of any surplus) (\$0.00)

\_\_\_ Surplus    X Deficiency    \_\_\_ Zero Balance    \$18,639.67\*

If a Surplus is indicated above, your refund check is enclosed.

If a Deficiency is indicated above, interest will continue to accrue, as permitted by law, until the deficiency balance is paid in full. Please contact us immediately to arrange payment of the deficiency balance.

If a Zero Balance is indicated above, interest in the amount of \$0.00 and fees in the amount of \$0.00 have been waived.

To receive additional information about this transaction, please call or write to us at the address or telephone number indicated above.

\* Any refund of unearned insurance premiums which we may receive in the future may affect the amount of the surplus or deficiency.



Page

EXHIBIT C

**Bank of America.**



8/2/2005

**NOTICE OF OUR PLAN TO SELL PROPERTY**

Bank of America  
CA7-701-03-63  
PO Box 2284  
Brea, CA 92822-2284

DAVID T BARRETT  
C TRP 1-14 CAV

FORT LEWIS, WA 98433

Subject: Account Number 65010002740015  
2004 NISSAN XTERRA 4WD / Vehicle Identification Number 5N1ED28Y04C680823

---

**We have your NISSAN XTERRA 4WD because you broke promises in our agreement.**

---

We will sell the NISSAN XTERRA 4WD at private sale sometime after 8/12/2005. 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 X will /      will not 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 property 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 (800) 386-4017.

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 (800) 386-4017 or write us at 275 S. Valencia Blvd. Brea, CA 92823 and request a written explanation.\*

If you need more information about the sale, call us at (800) 386-4017 or write us at 275 S. Valencia Blvd. Brea, CA 92823.

We are sending this notice to the following other people who have an interest in the NISSAN XTERRA 4WD or who owe money under your agreement:

**APPLICATION OF SALE PROCEEDS:** After the property is sold, the sale proceeds will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling the property and reasonable attorneys fees and legal expenses, as permitted by law, then to the satisfaction of the balance due under the contract.

**INSURANCE RIGHTS:** If you do not redeem the property, any insurance and any service contract will be canceled and the proceeds of any returned premiums will be applied to your account.

\* On page two of this notice we have provided you with a written explanation of how we figured the amount you currently owe us. If you would like a further explanation, please call us or write to us as indicated above.

**Please read page two of this notice carefully for an explanation of (i) how to get the property back; (ii) how we figured the amount you currently owe us; and (iii) additional rights regarding your account.**



2000-2004  
US Olympic Teams

Recycled Paper

**Bank of America.**



**OTHER IMPORTANT DISCLOSURES**

Bank of America  
CA7-701-03-63  
PO Box 2284

You have the right to redeem this property by paying the AMOUNT REQUIRED TO REDEEM at any time before the property is sold, to Bank of America at: 275 S. Valencia Blvd. Brea, CA 92823. The property will not be sold until after 10 days from the date of this notice.

The following is an itemization of this amount as of the date of this notice:

Contract or Loan Balance	\$32,291.94
Insurance Premium ESTIMATE	\$0.00
Towing & Storage	\$0.00
Transport Charges	\$0.00
Locksmith	\$0.00
Repossession Fee	\$325.00
Mechanic's Lien	\$0.00
Collection Charges	\$0.00
Late Charges	\$92.43
Interest Due	\$0.00
TOTAL OF ABOVE	\$32,709.37
Less: Unearned Finance Charge, if any	\$0.00
Cancelled Insurance (Estimated)	\$0.00
Life, Accident and Health Refund	\$0.00
Vendor's Single Interest Refund	\$0.00
TOTAL CREDITS	\$0.00
AMOUNT REQUIRED TO REDEEM	\$32,709.37
Plus additional interest at \$10.03 per day and storage at \$0.00 per day until redemption.	

If you have not redeemed the property within the time shown above, the property will be sold at private sale after that period. Any service contract and/or credit life or disability insurance policy included in the loan or contract will be canceled and the proceeds of any returned premiums will be applied to your account. If you redeem the property, it will be returned to you at Judgement Recovery Company 31812 Highway 97 North Tonasket, WA 98855 where it is stored.

**APPLICATION OF SALE PROCEEDS:** When the property is sold, the sale proceeds will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling the property and reasonable attorneys fees and legal expenses, as permitted by law, then to the satisfaction of the balance due under the contract and then to the satisfaction of the indebtedness secured by any subordinate security interest in the property. If any money is left over, it must be paid to you within a reasonable time period after the sale.

Robin Stamper  
(800) 386-4017 ext 40563

GENERIC-Vehicle-Private



**Judgment Recovery Company**

P.O. Box 1009

Tonasket, WA 98855

Phone (509)486-0899

Fax (509)486-2049

Date

07/29/2005

Invoice #

12420

**Bill To:** Accounts Payable  
Bank Of America -Brea  
275 Valencia Ave  
Brea CA 92823

Customer Name BARRETT, DAVID D -REOBIN

Account # 65010002740015

VIN # 5N1ED28Y04C680823

Recovery Date 07/28/2005 09:11:10 AM

Year/Make/Model 2004 NISSAN XTERRA 4WD

**Charges**

Involuntary

\$325.00

**Total Amount Due Now:****\$325.00**

**SOFT COPY WORK ORDER****5531138**

9/21/2005

**SOUTH SEATTLE AUTO AUCTION**  
**P.O. BOX 5189**  
**KENT, WA 98064**

**BANK OF AMERICA**  
**275 VALENCIA AVE**  
**BREA, CA 92822**

VIN 5N1ED28Y04C680823

8/04/2005

5531138

YEAR	MAKE	MODEL	BODY	COLOR	MILES	ENG	R	TRN	PS	PB	AC	EW	ES	TOP	CC	KL	INT	CLR	4X4	TL	SRS	BI	DF
2004	NISSAN	TK	XTERRA	4MPV	BLACK	004401	6G	C	5	X	X	X	X	HT	X	X	C	GRY	X	X	D	F	X
SOLD 9/21/2005			STOCK#			LEASE AI65010002740015			TITLE 0521553529ARVP														

DESCRIPTION	PART/NO	QTY	AMOUNT	TOTAL
ALTRNATOR	75083		160.28	
BELT	75083		13.20	
CORE CHARGE	75083		82.50	
<b>TOTAL PARTS &amp; MATERIAL</b>				<b>255.98</b>
REPAIRED ALT-REPLCED TIRE	75083	3.00	105.00	
<b>TOTAL LABOR</b>				<b>105.00</b>
IMS FEE			1.00	
ESTIMATE	74215		15.00	
<b>TOTAL CR/INSPECTIONS/IMS</b>				<b>16.00</b>
STANDARD DETAIL \$83			83.00	
<b>TOTAL APPEARANCE RECONDITIONING</b>				<b>83.00</b>
<b>* NON-DEDUCTIBLE CHARGES</b>				

**FULL GUARANTEE**

**SOLD TO:** 5042374 11  
**PERFORMANCE NISSAN**  
**10500 HWY 99 SO**  
**EVERETT, WA 98204**

**INVOICE PRICE**  
**SALE PRICE** 15,300.00  
**SALE FEES** 95.00  
**A/R AMT**  
**RECON TOT** 459.98  
**DLE RECON**  
**CERTIFIED**  
**SALES TAX**  
**PRIME FEE**  
**SIMLCST SAT FEE**  
**SELLER PROMO FEE**  
**TOTAL EXPENSES** 554.98  
**NET SALE PRICE** 14,745.02

**ENTRY #** 2005 038 06 0087  
**CHECK OR DFT #** 0312115

<b>PARTS &amp; MATERIAL</b>	255.98
<b>LABOR</b>	105.00
<b>CR/INSPECTIONS/IMS</b>	16.00
<b>SUBLET REPAIRS</b>	
<b>MISCELLANEOUS EXPENSE</b>	
<b>APPEARANCE RECONDITIONING</b>	83.00
<b>TITLE FEES</b>	
<b>SELLING &amp; ADMINISTRATIVE FEES</b>	
<b>ADVANCE CHARGES</b>	
<b>TRANSPORTATION</b>	
<b>RECON TOTAL</b>	<b>459.98</b>

# SELLER'S COPY

SOUTH SEATTLE AUTO AUCTION  
P.O. BOX 5189  
KENT, WA 98064  
(253) 872-6800 FAX (253) 395-3342

BID# 806

KEY

2005-038-060087  
CJAMESON

SALE DATE

10:29:03  
9/21/2005

ENTR

6L-008  
LEASE

5N1ED28Y04C680823

0521553529ARVP  
WA 9/01/2005

679304

16

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG	INT	INT	F	TRN	PS	PB	AC	EW	ES	TOP	CC	EL	4X	TL	SRS
2004	NISSAN	TK XTERRA	4MPV	BLACK	6B	GRY	C	C	5	X	X	X	X		HT	X	X	X	X	D

ANN COND:  
FULL GUARANTEE

NOTES:

RIGHTS	RIGHTS	GREEN	RIGHTS	RIGHTS	IF	CLERK
						CJ

I, OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE, HEREBY AGREE TO PAY THE INDICATED SALE PRICE FOR THE VEHICLE DESCRIBED IN THIS VOUCHER, UNDER THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO AGREEMENT ON REVERSE SIDE.

OKTOPAY  
5042374 11 806  
PERFORMANCE NISSAN  
10500 HWY 99 SO  
EVERETT, WA 98204  
(425) 347-5763  
FRED NOLAN  
PHOTO ID SCANNED

SENDER

190880 5531138  
BANK OF AMERICA  
275 VALENCIA AVE  
BREA, CA 92822

A165010002740015

F

LICENSE NO.

1

BUYER PLEASE CHECK  
☐ CLEAN ☐ ROUGH ☐  
(1) (2) (3)

## NOTICE:

- Do not re-purchase or fine without certificate of title.
- Auction retains security in vehicle until good funds received.

Lights Legend  
GUAR'TEE.

ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form  
FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OR OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

- ☐ (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage -WARNING - ODOMETER DISCREPANCY

BANK OF AMERICA

STATE THAT THE ODOMETER NOW READS 4401 DIS 6 MILES (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.

For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left

X

TRANSFEROR'S SIGNATURE (SELLER)

X

JANELLE

PRINTED NAME OF (SIGNOR)

SELLING PRICE \$ 15,  
BUYER'S FEE \$

CERTIFY FEE \$  
SIMULCAST FEE \$

BUY NET \$ 15,

AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING  
DOCUMENT NOT VALID FOR EXPORT



Manheim  
NOT A RECEIPT OF PAYMENT

THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYING AND SELLING PARTIES. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO AGREEMENT ON REVERSE

**CERTIFICATE OF PURCHASE**

I, KENNETH D. URBAN, hereby depose and state that:

1. I am an Authorized Agent of CACH, LLC, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	DAVID T. BARRETT
Original Creditor:	Bank Of America, N.A.
Account Number:	65010002740015

3. On or about December 1, 2005 this account was issued by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: SEP 08 2006

By: [Signature]

Sworn and subscribed to before me this 8 day of 9 2006.

Wendy D. Jackson  
Notary Public

My Commission Expires: 9.20.09

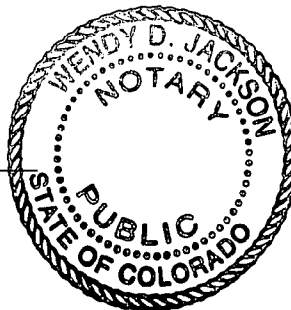


EXHIBIT "E"

**AFFIDAVIT OF CLAIM  
AND CERTIFICATION OF DEBT**

STATE OF NORTH CAROLINA )  
 )  
CITY OF GREENSBORO )

**Bank of America, N.A.**  
Accountholder:

Account No.: **65010002740015**

The undersigned, Robin Mays, being duly sworn, states and deposes as follows:

1. That Affiant is employed by Bank of America, N.A. in the position of Bank Officer and is duly authorized to make this affidavit.
2. That the statements made in this Affidavit are based on the computerized and hard copy books and records of Bank of America, N.A. which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
3. That account number **65010002740015** was opened on **1/21/2005** by **DAVID T BARRETT**.
4. That there is due and payable the sum of **\$18,807.47** not withstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America, N.A.
5. As a result of the sale of said account, on **11/28/2005**, **CACH, LLC** and/or its authorized agent, has complete authority to collect, settle, adjust, compromise and satisfy same that Bank of America, N.A. had no further interest in this account for any purpose.
6. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 29 day of August, 2006

**BANK OF AMERICA, N.A.**

By:

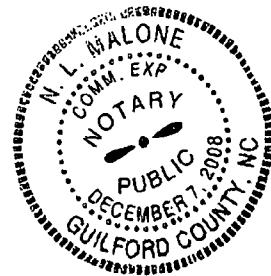
Robin Mays  
Bank Officer

Subscribed and sworn to before me this 29 day of August, 2006

My commission expires: 12-07-08

Notary Seal

N. L. Malone  
Notary Public



VERIFICATION

I, KENNETH D. URBAN, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that DAVID T. BARRETT owes the balance of \$18,387.17 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: 

Dated: SEP 08 2006

\_\_\_\_\_  
Authorized Representative

ROBERT M. REIBSTEIN, ESQUIRE  
IDENTIFICATION #20456  
P.O. Box 485  
Narberth, PA 19072  
(610) 656-6920

Attorney for Plaintiff

**FILED**

**MAY 10 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

CACH, LLC

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
CIVIL DIVISION

vs.

DAVID T. BARRETT

NO. 2007-01847-CD

PRAECIPE TO DISMISS

TO THE PROTHONOTARY:

Please dismiss case without prejudice.

BY:



ROBERT M. REIBSTEIN, ESQUIRE  
Attorney for Plaintiff

PROTHONOTARY

BY: \_\_\_\_\_  
Deputy