

07-1847-CD
CACH LLC vs David Barrett

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHACH, 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)

Filed on Behalf of:

CHACH, LLC

(Plaintiff/Defendant)

1038 Redden Hill

(Street Address)

Mahaffey, Pa 15757

(City, State ZIP)

ROBERT M. REIBSTEIN

(Filed by)

P. O. Box 527, Narberth, PA, 19072

(Address)

610 664 1999

(Phone)

Robert Reibstein

(Signature)

FILED
NOV 13 2007
ATTYPD-85.00
1CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY I.D. NO. 20456

FILED

NOV 13 2007

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**

8

4

2

1

8

6

1

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

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

114225

Dealer Number _____ Contract Number _____

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)		Creditor / Seller (Name and Address)	
DAVID BARRETT PO BOX 104 PORT LORIS SC 29523		TACOMA SUBARU NISSAN 3011 TACOMA AVENUE TACOMA WA 98403	

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

New/Used/Demo	Year	Make and Model	Options	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2004	NISSAN XTERRA XE	S	5N1E028T04C680823	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE The rate of your credit as a yearly rate.	FINANCIAL CHARGE FOR TIME AMOUNT FINANCED	THE COST OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	TOTAL PAYMENTS TO PURCHASE	TOTAL SALES PRICE OF VEHICLE	THE COST OF YOUR PURCHASE ON CREDIT, INCLUDING DOWN PAYMENT
11.89%	\$ 12951.44	\$ 31579.79	\$ 44540.00	\$ 43990.44	\$ 350.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 618.00	July, beginning 03/07/2005

Or As Follows:

Late Charge: If payment is not received in full within ____ 10 ____ days after it is due, you will pay a late charge of \$ ____ 5 ____ or ____ 5% ____ of the part of the payment that is late, whichever is greater. Prepayment: If you pay off or on your own 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 that contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED					
1. Cash Sale Price	\$ 26600.00				
Vehicle Cash Price	\$ N/A				
Other	\$ N/A				
Sales Tax	\$ 2111.20				
Dealer Documentary Service Fee	\$ 35.00				
Total Cash Sale Price	\$ 28746.20				
2. Real Disbursement:					
a. 1996 FORD RANGER (Year) (Model) (Grade)	\$ 3400.00				
b. Gross Trade-in Allowance	\$ 6000.00				
c. Last Paid-in Trade By Seller	\$ -2600.00				
d. Equals Net Trade-in	\$ 550.00				
e. Cash	\$ 2400.00				
f. Other REBATE	\$ 350.00				
g. (A total down payment is required, enter '0' and add 42 below)	\$ 0				
h. 3. Used Balance of Cash Price (1 minus 7)	\$ 28356.20				
i. Other Charges (excluding Amounts Paid to Others on Your Behalf)					
j. (Seller may keep part of these amounts).					
k. Other or Optional Credit Insurance Paid to					
l. Insurance Company or Company:					
m. N/A	\$ N/A				
n. DEBTOR	\$ N/A				
o. Other Insurance Paid to the Insurance Company	\$ N/A				
p. Total Insurance, Proof of Insurance, Premiums	\$ N/A				
q. Other Fees Paid to Disbursement Agents	\$ N/A				
r. N/A	\$ N/A				
s. N/A	\$ N/A				
t. N/A	\$ N/A				
u. Government License and/or Gaps Fees	\$ N/A				
v. Government License and/or Gaps Fees (License)	\$ 74.00				
w. Government License and/or Gaps Fees (Gaps)	\$ 9.00				
x. Total Official Fees Paid to Government Agencies	\$ 83.00				
y. Other Charges (Seller must clearly state who is paid and what they received):					
z. N/A	\$ N/A				
aa. Prior Order or Lease Balance	\$ N/A				
bb. NISSAN SECUR. SERVICE CONT	\$ 2500.00				
cc. OWNERGUARD GAP	\$ 600.00				
dd. N/A	\$ N/A				
ee. Total Other Official and Agency Paid to Others on Your Behalf	\$ 3183.00				
ff. Amount Financed (Total g + h + i + j + k + l + m + n + o + p + q + r + s + t + u + v + w + x + y + z + ee)	\$ 21529.20				
<Other early returns or return a portion of the amount.					

OPTION 1: You pay a finance charge if the amount financed, less 3, is paid in full by or before _____ / / _____, Seller's Initials (X)

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: The contract contains the entire agreement between you and us relating to the 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 void. We may defer or waive any right or duty under the contract without being liable for it. For example, we may extend the time for making some payments without extending the time for making others. Buyer (and/or 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 spaces intended for the agreed terms, except as to unallowable 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 ____ 11.89% ____ (must be filled in) per annum computed monthly.

Buyer Signs: DAVID BARRETT Date: 01/21/04 Co-Buyer Signs: _____ Date: _____ Co-Buyer is a person who is responsible for paying the order date. An other co-buyer is a person whose name is on the title of the vehicle but does not have to pay the debt. The co-buyer or other co-buyer knows that the creditor has security interest in the vehicle and consents to the security interest.

Other Owner signs here: _____ Date: 01/21/04 Co-Buyer signs here: _____ Date: 01/21/04

Date stamp to be inserted in this contract: 01/21/04 Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT

Seller: TACOMA SUBARU NISSAN Date: 01/21/04 Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT Agreed with me: DAVID BARRETT

ORIGINAL LIENHOLDER

EXHIBIT A

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 adjust your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. 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.
- b. 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.
- c. 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 contractor.
- 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.
- d. 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.
- e. 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.

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 (debtors) may have against the seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. 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.
- b. You may have to pay all you owe at once. If you break your promise (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 disputed.
- c. 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.
- d. 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.
- e. 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.
- f. 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 setting 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.
- g. 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 DISCLAIMERS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. **IT IS NOT APPLICABLE 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 warranties, 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 compradoras 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 se aplica sin efecto toda disposición en contrato contenido 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.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

1331	1693	0006	3110	7003	Postage	\$
					Certified Fee	
					Return Receipt Fee (Endorsement Required)	
					Restricted Delivery Fee (Endorsement Required)	
					Total Postage & Fees	\$

Postmark
Here

Send To
 Street, Apt. No.;
 or PO Box No.
 City, State, ZIP+4

PS Form 3600, 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 SN1ED28Y04C680823
 2004 NISSAN TK XTERRA 4MPV BLACK 4,401

Darrett, 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
<hr/>	
Net Amount of check	<u>14,745.02</u>

License # 0431
 Buyer: 5042374 PERFORMANCE NISSAN

H
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)
<u>Surplus</u>	<u>X</u> Deficiency
Zero Balance	<u><u>\$18,639.67*</u></u>

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



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



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	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 TBN PS PB AC EW ES TOP CC KL INT CLR 4X4 TL SRS SI DF
2004 NISSAN Xterra 4MPV BLACK 006401 6G C 5 X X X X HT X X C GRY X X D F X
SOLD 9/21/2005 STOCK# LEASE A165010002740015 TITLE 0521553529ARVP

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

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
SPLITCST SAT FEE
SELLER PRONO 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	
RECON TOTAL	459.98

EXHIBIT "D"

SELLER'S COPY		BID#	806	KEY	SALE DATE	ENTR
SOUTH SEATTLE AUTO AUCTION P.O. BOX 5189 KENT, WA 98044 (253) 872-6800 FAX (253) 395-3342		5N1ED2BY04C680823		2003-038-0600B7 CJAMESON	10:29:03 9/21/2005	4L-008 LEASE
		VIN		0521553529ARVP WA 9/01/2005 TITLE RECD. X	679304	16
YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG INT INT R TRN PS PB AC EW ES	TOP OC EL 4X TL SR
2004	NISSAN TK	Xterra	4MPV	BLACK	68 GRY C C 5 X X X X	HT X X X X D

ANN. COND:
FULL GUARANTEE

NOTES:

GREEN LIGHTS LIGHTS 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.		LICENSE NO. 1
OKTOFAY 5042374 11 806 PERFORMANCE NISSAN 10500 HWY 99 SO		SELLER 190880 5531138 BANK OF AMERICA 275 VALENCIA AVE BREA, CA 92822
J EVERETT, WA 98204 (425) 347-5763		AI65010002740015 F
3 FRED NOLAN		NOTICE: • Do not re-purchase or fine without certificate of title. • Auction retains security in vehicle until good funds are received.
1 PHOTO ID SCANNED		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.
3 X		<input type="checkbox"/> (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
PRINTED PURCHASER'S NAME (BUYER)		<input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage -WARNING - ODOMETER DISCREPANCY
PURCHASER'S SIGNATURE (BUYER)		BANK OF AMERICA STATE THAT THE ODOMETER NOW READS 4401 116 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.
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: 48 C.F.R. 580.5(f).		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		For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left
 Manheim NOT A RECEIPT OF PAYMENT		X TRANSFEROR'S SIGNATURE (SELLER) X JANELLE PRINTED NAME OF (SIGNOR)

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:

Bank Officer

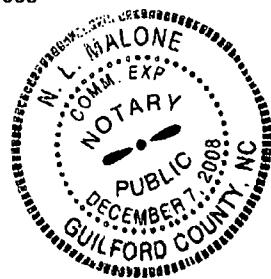
Robin Mays Jr.

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

My commission expires: 12-07-08

Notary Seal

D. L. Malone
Notary Public



VERIFICATION

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

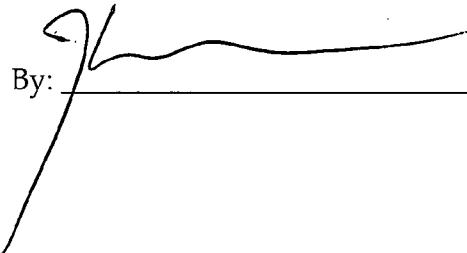
The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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 5:57 PM
FEB 27 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

Day of _____ 2008

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

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

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

NOV 13 2007

ATTORNEY I.D. NO. 20456

Attest.

William L. Brown
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-C
:
:
: 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 : IN THE COURT OF COMMON PLEAS,
370 17th Street, Suite 5000 : CLEARFIELD COUNTY, PENNA
Denver, CO 80202 :
VS. :
: NO:
David T. Barrett :
1038 Redden Hill :
Mahaffey PA 15757 :
:

C O M P L A I N T

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 its 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.

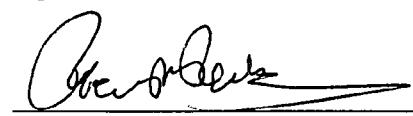
6. After Defendant failed to exercise their right to redeem the subject vehicle, it was sold at public auction on or about September 21, 2005 for a net sale price of \$14,745.00 whereby there remained a deficiency balance of \$18,387.17. True and correct copy of the Public Auction Sale documents are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

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. 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.
- b. 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.
- c. 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. Charges 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.
- d. 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.
- e. 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

- a. 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.
- b. 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, fines, fees, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. 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 in it in the vehicle.
- d. 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 THIS 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.**
- e. 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.

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 THEREUNDER 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.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. 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.
- b. 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 the 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 this 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.
- g. 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 unused 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 unused 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 all 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 warranties, 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 deje 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.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

1331	1893	0006	3110	Postage	\$
				Certified Fee	
				Return Receipt Fee (Endorsement Required)	
				Restricted Delivery Fee (Endorsement Required)	
				Total Postage & Fees	\$

Postmark
Here

7003

Send To

Street, Apt. No.;
or PO Box No.
City, State, Zip+4

PS Form 3500, 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
<hr/>	<hr/>
Net Amount of check	14,745.02
<hr/>	<hr/>

License # 0431
 Buyer: 5042374 PERFORMANCE NISSAN

EXHIBIT B

Bank of America



Explanation of Deficiency Balance or Surplus

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

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.





8/2/2005

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

NOTICE OF OUR PLAN TO SELL PROPERTY

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.



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	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 PB AC EW ES TOP CC EL INT CLR 4X4 TL SRS SI DF
2004 NISSAN 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# LEASER AI65010002740015 TITLE 0521553529ARVP

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

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	
RECON TOTAL	459.98

SELLER'S COPY		BID# 806		KEY		SALE DATE 10:29:03		ENTRY 6L-008											
SOUTH SEATTLE AUTO AUCTION P.O. BOX 5189 KENT, WA 98064 (253) 872-6800 FAX(253) 395-3342		5N1ED2BY04C680823		2005-038-060087 CJAMESON		9/21/2005		LEASE											
		VIN		0521553529ARVP WA 9/01/2005 TITLE SEC'D X		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 X-TERRA	4MPV 4x4	BLACK	6B	GRY	C	C	5	X	X	X	X	HT	X	X	X	X	D

ANN COND:
FULL GUARANTEE

NOTES:

GREEN LIGHTS LIGHTS 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.		LICENSE NO. 1
OKTOPAY 5042374 11 806 PERFORMANCE NISSAN 10500 HWY 99 SD		<p>SELLER 190880 5531138 BANK OF AMERICA 275 VALENCIA AVE BREA, CA 92822</p> <p>AI65010002740015 F</p>
EVERETT, WA 98204 (425) 347-5763		<p>BUYER PLEASE CHECK ONE (1) CLEAN (2) ROUGH (3)</p> <p>NOTICE:</p> <ul style="list-style-type: none"> Do not re-purchase or finance without certificate of title. Auction retains security in vehicle until good funds received. <p>Lights Legend GUARTEE.</p>
FRED NOLAN PHOTO ID SCANNED		<p>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.</p> <p><input type="checkbox"/> (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.</p> <p><input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage -WARNING - ODOMETER DISCREPANCY</p>
X PRINTED PURCHASER'S NAME (BUYER)		<p>BANK OF AMERICA STATE THAT THE ODOMETER NOW READS 4401 DIG 6 KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.</p> <p>For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left</p> <p>X</p> <p>SELLING PRICE \$ 15. BUYER'S FEE \$ _____ CERTIFY FEE \$ _____ SIMULCAST FEE \$ _____ BUY NET \$ 15.</p>
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 1988: 48 C.F.R. 580.5(f)		
AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING DOCUMENT NOT VALID FOR EXPORT		
 Manheim NOT A RECEIPT OF PAYMENT		

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 18 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:

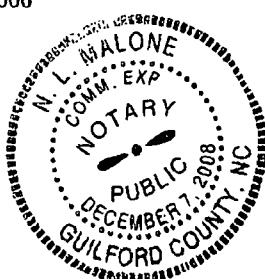
Robin Mays Jr.
Bank Officer

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

My commission expires: 12-07-08

Notary Seal

J. L. Malone
Notary Public



VERIFICATION

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

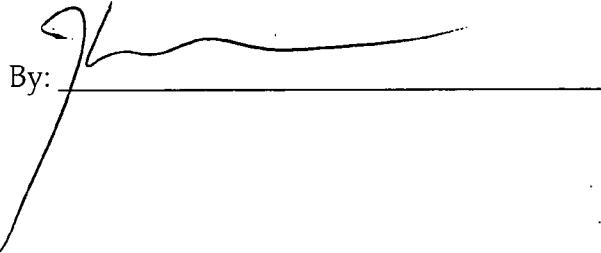
The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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

FILED

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

Attorney for Plaintiff

MAY 10 2010
4/11:45/10
William A. Shaw
Prothonotary/Clerk of Courts

1 C 100-10

Attn

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