

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
Lynchburg Division**

LINNIE SNEAD,

Plaintiff,

v.

221 SOUTH AUTOMOTIVE, INC., d/b/a U-

Ride Today, Lynchburg Mazda; and

CREDIT ACCEPTANCE CORP.

Defendants.

Case No.: \_\_\_\_\_

**JURY TRIAL DEMANDED**

**SERVE:**

221 South Automotive, Inc.  
c/o Registered Agent, Mr. Christopher Mabry  
18576 Forest Road  
Forest, VA 24551

Credit Acceptance Corporation  
c/o Registered Agent, Corporation Services Co.  
11 S. 12th Street  
P.O. Box 1463  
Richmond, VA 23218

**COMPLAINT**

**INTRODUCTION**

Plaintiff, Ms. Linnie Snead, by counsel, brings this action for violations of the federal Equal Credit Opportunity Act (ECOA). Congress found a need to ensure extensions of credit would be made with fairness and impartiality and that “[e]conomic stabilization would be enhanced and competition . . . would be strengthened” through the enactment of the ECOA. The ECOA requires creditors to provide a detailed notice of adverse action under the ECOA as a defense against discriminatory and unfair denials of credit. Defendants failed to provide any written statement of the reasons for Ms. Snead’s denial of credit. Rather, Defendants provided a false approval letter to Ms. Snead and verbal misrepresentations that she was approved for credit and owned the vehicle.

Defendants committed fraud and violated the Virginia Consumer Protection Act, Va. Code Ann. Section 59.1-198, *et. seq.*

### **PARTIES**

1. Plaintiff, Ms. Linnie Snead, is a natural person and resident of \_\_\_\_\_ and is a consumer under the ECOA.
2. Defendants 221 South Automotive, Inc., dba Lynchburg Mazda, U-Ride Today (“U-Ride”) and Credit Acceptance Corporation (“Credit Acceptance”) conduct business in Lynchburg and throughout Virginia.
3. Defendants are creditors within the meaning of the ECOA, 15 U.S.C. § 1691a(e) (2011) and 12 C.F.R. (“Reg. B”) § 202.2(h) (2011).
4. Defendants are suppliers within the meaning of the Virginia Consumer Protection Act (“VCPA”), Va. Code Ann. § 59.1-198 *et. seq.*

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1691e(f) (2011) and 28 U.S.C. § 1331 (2011).
6. This Court has supplemental jurisdiction over Ms. Snead’s state law claims pursuant to 28 U.S.C § 1367(a) (2011).
7. Venue is proper in the Western District of Virginia, Lynchburg Division under 28 U.S.C. § 1391(b) (2011).
8. The Court has authority to render declaratory judgment pursuant to 28 U.S.C. § 2201 (2011).

### **FACTS**

9. Ms. Snead is an individual working \_\_\_\_\_ provides care for her son and niece.
10. Ms. Snead went to U-Ride Today to look into purchasing a vehicle because she needed a more reliable vehicle.

11. Nilda LeBron was the sales person that initially spoke with Ms. Snead and worked with her on her first visit on or about January 28, 2010.
12. Ms. Snead walked into the office after a cursory look at the inventory on the lot.
13. She informed Nilda and the other employee that she was in a bankruptcy and wanted to purchase a vehicle.
14. Nilda did a search on the dealer's website to tell her what might be in her price range.
15. Ms. Snead's husband was with her at the time of the visit to U Ride.
16. Ms. Snead saw a Ford Taurus wagon that she might be interested in purchasing.
17. Ms. Snead completed some paperwork at the initial visit.
18. Ms. Snead completed a credit application or an application for financing and provided her pay stub and driver's license to Nilda.
19. Ms. Snead was told that she would need a down payment of approximately \$1600 and she would receive \$1000 for her trade in.
20. Ms. Snead wanted to think about the deal and left U-Ride.
21. Ms. Snead returned to U-Ride to test drive the vehicle during the week of February 7, 2010.
22. She returned to U-Ride on or about February 12, 2010 for a third visit to purchase the vehicle.
23. Ms. Snead gave U-Ride the down payment of one thousand six hundred twenty five dollars (\$1625.00) by using her bank card.
24. Credit Acceptance reviewed Ms. Snead's credit history on January 29, 2010, February 2, 2010 and March 18, 2010.
25. Ms. Snead spent approximately two hours at U-Ride on the first visit on or about January 28, 2010.
26. On her second visit during the week of February 7, 2010, Ms. Snead test drove the vehicle and spent approximately one or two hours at U-Ride.

27. Ms. Snead was presented with a series of documents on her third visit at the time of the purchase on or about February 12, 2010.
28. Ms. Snead signed a GAP insurance agreement on February 12, 2010, attached as **Exhibit A**.
29. Ms. Snead entered into a Buyer's Order on February 12, 2010, attached as **Exhibit B** which is incorporated in full as if recited herein.
30. Ms. Snead purchased a 2003 Ford Taurus wagon, VIN 1FAFP58U63A260868 ("the vehicle"), because the employee of U-Ride presented her with a completed Retail Installment Sales Contract (RISC), attached as **Exhibit C**, and both parties signed the contract.
31. U-Ride issued temporary tags for the vehicle on February 12, 2010.
32. U-Ride is listed as the creditor-seller on the RISC.
33. The RISC states: "You agree to buy and Creditor agrees to sell the following vehicle."
34. The RISC states that "the Seller has assigned this Contract to Credit Acceptance Corporation" and Ms. Snead is instructed to make all future payments to Credit Acceptance.
35. GAP insurance was obtained through U-Ride from Western Diversified for \$499.00.
36. An extended warranty was purchased for \$1300 from a third party through U-Ride.
37. Ms. Snead contacted her insurance company and had insurance placed on the vehicle on February 12, 2010 through GMAC Insurance.
38. Ms. Snead contacted employees at U-Ride multiple times after the purchase to inquire about permanent tags and was told that the tags were not yet ready.
39. On March 13, 2010, U-Ride issued a second set of temporary tags to Ms. Snead for the vehicle.
40. An undated letter with Credit Acceptance letterhead was sent to Ms. Snead informing her that she had been approved for credit and her first payment was due March 14, 2010.



41. Ms. Snead contacted Credit Acceptance at the phone number on her approval letter to determine when she would receive the payment book and was told by an employee/representative of Credit Acceptance that there was no record of her account.
42. Ms. Snead tried to make a payment to Credit Acceptance and could not do so.
43. Ms. Snead inquired with U-Ride why she could not make a payment and was advised not to worry about the delay and that the delay would just give her more time to make the payment.
44. Ms. Snead was contacted by Nilda, an employee at U-Ride, on March 13th and told that she needed to sign additional paperwork, approximately eight documents, including but not limited to, paperwork to add a GPS monitoring system and a DMV power of attorney form.
45. Nilda informed Ms. Snead not to date any of the paperwork presented at the visit to U-Ride on March 13, 2010.
46. Ms. Snead dated one document on March 13, 2010 and Nilda destroyed it and gave Ms. Snead another document to sign without a date.
47. At no time before or during the meeting of March 13, 2010 was it mentioned that there were problems with the credit approval or the purchase of the vehicle.
48. Employees of U-Ride regularly conducted themselves as if the credit had been approved and Ms. Snead owned the vehicle.
49. Wayne Clark, an employee of U-Ride was also present when Ms. Snead returned to sign additional paperwork.
50. Ms. Snead was informed during her visit of March 13, 2010 that the former manager was no longer with U-Ride.
51. Ms. Snead was contacted in late March 2010 by Nilda who told her that the financing did not "go through" and she would need to sign new paperwork to get it approved.
52. Ms. Snead was told that she was not approved for the amount originally financed, she was denied for that amount and U-Ride would need to re-write the financing paperwork.

53. An employee of U-Ride requested that Ms. Snead put additional money down on the transaction.
54. Another employee wanted to change the deal to exclude the warranty from the purchase.
55. Ms. Snead returned the vehicle on April 6, 2010 because she could not pay more cash down and did not want to remove her warranty.
56. Ms. Snead included a letter to U-Ride when she returned the vehicle. In her letter she explained that she was denied, turned down for financing or it otherwise did not go through.
57. U-Ride returned a portion of her down payment and arranged for her to pick up her trade-in vehicle.
58. Later, U-Ride returned the remaining \$500 down payment to Ms. Snead.
59. Ms. Snead incurred expense and inconvenience retrieving her trade-in vehicle and returning the vehicle.
60. Ms. Snead cancelled the insurance she placed on the vehicle.
61. Ms. Snead suffered embarrassment, mental anguish and loss of credit rights. The fact of her credit denial was known to her co-workers, family and friends because the vehicle she had for two months was now gone.
62. At no time did Ms. Snead receive written notice stating the reason or reasons for the credit denial.
63. The only written communication she received regarding the credit application was an undated letter with Credit Acceptance letterhead stating that she was approved for credit.

**CLAIMS FOR RELIEF**

**FIRST CAUSE OF ACTION**

**Equal Credit Opportunity Act**

64. Paragraphs 1 - 63 are incorporated as if set forth fully herein.

65. Title 15 U.S.C. § 1691(d) requires that a creditor provide written statement of the reasons for adverse action regarding credit to a consumer within thirty (30) days after receipt of a completed application. 15 U.S.C. § 1691(d) (2011); see Reg. B. § 202.9(a)(1), (a)(2) (2011).
66. An adverse action as defined under ECOA is “a denial or revocation of credit, a change in the terms of an existing credit arrangement, or a refusal to grant credit in substantially the amount or on substantially the terms requested.” Reg. B § 202.2(c)(1)(i) (2011).
67. The defendants took adverse action regarding Ms. Snead’s application for credit.
68. The defendants failed to provide Plaintiff any written or other statement of reasons for the adverse action in violation of the ECOA.
69. The defendants gave Ms. Snead a false notice of approval for credit.
70. Alternatively, defendants gave credit to Ms. Snead and subsequently revoked and/or terminated the credit.
71. As a result of the ECOA violations, Ms. Snead has suffered substantial actual damages in the loss of her rights to determine the basis for credit denial, to the extent she could have remedied the problem if she had received a proper notice, then loss of credit damages, frustration, anger, humiliation, fear, embarrassment and other emotional and mental anguish.
72. The violations of the ECOA entitle Ms. Snead to damages, under 15 U.S.C. § 1691e(b), of \$10,000.00 against each defendant, actual damages and reasonable attorney’s fees and costs. 15 U.S.C. § 1691e(b), (d) (2011).
73. Ms. Snead is entitled to equitable relief against Defendants requiring delivery of compliant notices in all future instances.

**SECOND CAUSE OF ACTION**

**Virginia Consumer Protection Act**

74. Paragraphs 1 – 73 are incorporated as if set forth fully herein.

75. The Virginia Consumer Protection Act (“VCPA”) prohibits certain actions and behaviors in connection with a consumer transaction. Va. Code Ann. § 59.1-200(A) (Michie Supp. 2010).

76. Defendants are suppliers within the meaning of the (“VCPA”). Va. Code Ann. § 59.1-198 (Michie Supp. 2010).

77. Defendants used “deception, fraud, false pretense, false promise or misrepresentation.” Va. Code Ann. § 59.1-200(14) (Michie Supp. 2010).

78. When Ms. Snead inquired about the delay in receiving her license plates, she was told by Defendant U-Ride that the tags were not ready yet, which misrepresented and made a false promise of the status of the sale and title.

79. Through consistent conduct, the defendants deceived and misrepresented to Ms. Snead that the sale had been completed and Ms. Snead indeed owned the vehicle.

80. Defendants’ violation of the VCPA was willful.

81. Defendants’ violation of the VCPA entitles Ms. Snead to actual damages, statutory damages. Va. Code Ann. § 59.1-204 (Michie 2006).

**THIRD CAUSE OF ACTION**

**Fraud**

82. Paragraphs 1-81 are incorporated as if set forth fully herein.

83. Defendants made a false representation to Ms. Snead that she was in fact approved for credit and she owned the vehicle. This was done by letter and through the course of conduct of Defendants for nearly two months.

84. The misrepresentation was a material fact that the vehicle was purchased and financed and the vehicle belonged to Ms. Snead.
85. Defendants made the false representation intentionally and knowingly with the intent to mislead.
86. Alternatively, Defendants did not make the false representation with intent to mislead, but made the misrepresentation negligently or innocently, yet caused damage to Ms. Snead.
87. Defendants could have found a company to purchase the financing paperwork, but instead sought to get more favorable terms for the sale of the financing paperwork.
88. Ms. Snead reasonably relied upon the misrepresentation and purchased insurance for the vehicle, used the vehicle as her own, told her family and friends about the purchase and suffered embarrassment and humiliation as a result of the fraud.
89. Ms. Snead acted in reliance on the false representations.

**PRAYER FOR RELIEF**

**WHEREFORE**, Ms. Linnie Snead, by counsel, prays that this Court:

1. Assume jurisdiction of this case;
2. Issue a declaratory judgment that U-Ride violated the ECOA;
3. Issue a declaratory judgment that Credit Acceptance violated the ECOA;
4. Award her actual damages and 15 U.S.C. § 1691e(b) damages of ten thousand dollars (\$10,000.00) from each defendant, in accordance with the ECOA, 15 U.S.C. § 1691e;
5. Award costs under the ECOA;
6. Issue a declaratory judgment that U-Ride and Credit Acceptance willfully violated the VCPA, alternatively that the VCPA violation occurred but was not willful;

7. Award actual and statutory damages in accordance with the VCPA for Defendants' willful violation of the VCPA;
8. Issue a declaratory judgment that Defendants committed actual fraud or, alternatively, that Defendants committed constructive fraud, and award actual damages and punitive damages;
9. Award reasonable attorney's fees; and
10. Award such other relief as the Court deems appropriate.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a jury trial in accordance with Federal Rules of Civil Procedure

Rule 38.

Respectfully submitted,

LINNIE SNEAD

By Counsel

/s/ Jeremy P. White  
Jeremy P. White, Esquire  
Virginia Legal Aid Society, Inc.  
PO Box 6200  
513 Church Street  
Lynchburg, VA 24505  
Phone: 434.846.1326  
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Counsel for the Plaintiff

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Fax: 434.846.3826  
SBN: 76895  
amberj@vlas.org  
Counsel for the Plaintiff

05-44-1 353077

## INFORMATION PAGE

DEALER/CREDITOR NAME <b>U-RIDE</b>		ADDRESS <b>1311 LAKESIDE DR LYNCHBURG, VA</b>		CITY, STATE <b>24501</b>	ZIP
DEALER/CREDITOR NO.	FINANCING AGREEMENT DATE <b>02/12/2010</b> (GAP 02/12/2010)	DATE VEHICLE PURCHASED/LEASED <b>02/12/2010</b>	CUSTOMER/BORROWER PHONE NUMBER <b>( ) - (434) 401-9384</b>		
LAST NAME OF CUSTOMER/BORROWER <b>SNEAD</b>		FIRST NAME <b>LINNIE</b>		MIDDLE INITIAL <b>H</b>	
STREET ADDRESS		CITY		STATE	ZIP
VEHICLE IDENTIFICATION NUMBER (17 CHARACTERS) <b>1FAPF58U63A260868</b>		YEAR <b>2003</b>	MAKE <b>FORD</b>	MODEL <b>TAURUS</b>	
FINANCIAL INSTITUTION/LENDER <b>CREDIT ACCEPTANCE CORP</b>		ADDRESS <b>25505 S 12 MILE RD #3000 SOUTHFIELD MI</b>		CITY, STATE <b>48034-8339</b>	
PHONE NUMBER <b>( 800-729-7633</b>	TERM (MONTHS)* <b>36</b> (CANNOT EXCEED 84 MONTHS)	AMOUNT FINANCED OR LEASED* <b>6799.39</b> (CANNOT EXCEED \$100,000)	<input type="checkbox"/> LOAN <input checked="" type="checkbox"/> RETAIL INSTALLMENT		APR <b>19.99</b>
PRIMARY INSURANCE DEDUCTIBLE <b>500</b> (MAXIMUM BENEFIT \$1,000)	DOWN PAYMENT <b>2525.00</b>	MSRP/NADA* (MAXIMUM LOAN TO VALUE 150%)	GAP ADDENDUM PURCHASE PRICE <b>499.00</b>		
TYPE OF VEHICLE ASSET: <input type="checkbox"/> AUTO - PP		<input type="checkbox"/> NEW <input checked="" type="checkbox"/> PREOWNED		ODOMETER READING <b>101302</b>	

\*This Addendum amends the FINANCING AGREEMENT and is available only at the time the FINANCING AGREEMENT is executed and ONLY if monthly payments are required, the Amount Financed or Leased does not exceed \$100,000, the Term does not exceed 84 months, and the maximum -LOAN TO VALUE does not exceed 150% of MSRP if new and NADA if pre-owned. Amount for lease is the total monthly payments plus residual value. Any VEHICLE with a BRANDED TITLE is not eligible.

This Addendum is not a contract of insurance, does not provide general liability coverage and does not fulfill the requirements of any financial responsibility law. GAP is not a substitute for collision or property damage insurance.

You might not need GAP depending on how much of a down payment (including trade-in value) You made on Your VEHICLE, the terms of Your FINANCING AGREEMENT, the make of VEHICLE and other considerations. The GAP BENEFIT may decrease over the term of Your FINANCING AGREEMENT.

No GAP BENEFIT is provided for that portion of the net payoff that results from the amount financed/leased cap cost exceeding the maximum LOAN TO VALUE stated above at the inception date of this Addendum and will be deducted from the payable GAP BENEFIT due. If there is any other coverage for the VEHICLE, this Addendum shall be considered excess and will not apply or contribute to the payment of any loss until the benefits under these other plans have been exhausted.

IF A REQUEST FOR GAP BENEFIT UNDER THIS ADDENDUM HAS NOT BEEN MADE, YOU MAY CANCEL THIS ADDENDUM AND RECEIVE A FULL REFUND WITHIN THE FIRST 30 DAYS AND A PARTIAL REFUND AS DETERMINED BY THE RULE OF 78TH'S METHOD LESS A \$0 CANCELLATION FEE THEREAFTER. THIS REFUND WILL BE APPLIED TO THE FINANCING AGREEMENT.

This Addendum shall be cancelled if any of the original FINANCING AGREEMENT terms are changed, altered or refinanced. The Addendum will be cancelled as of the date of any change and a refund as determined by the Rule of 78th's method less a \$0 cancellation fee will be applied to the original FINANCING AGREEMENT.

There is no responsibility to process a refund until written notice is sent by You as provided in Section #5. If You do not receive Your refund, please call 1-800-323-5771 ext. 6181.

Enrollment in this program is VOLUNTARY and is NOT REQUIRED to obtain credit. This GAP Addendum will cost You the amount shown as the GAP Addendum Purchase Price above for the Term shown above. If You choose, You may obtain GAP from alternate sources.

Your signature acknowledges that You request the GUARANTEED ASSET PROTECTION (GAP) ADDENDUM and have read and understand the foregoing and the terms of this Addendum and any attachments.

DEALER/CREDITOR: U-RIDE  
Dealership Name

CUSTOMER/BORROWER: LINNIE H SNEAD  
Print Name

02/12/2010  
Date

02/12/2010  
Date

Signature

Signature

Program Administrator:  
GAP ADMINISTRATION

1-800-323-5771 ext. 6181

P.O. Box 770, Deerfield, IL 60015

CO-CUSTOMER/BORROWER: \_\_\_\_\_  
Print Name

Signature

Date



**1. DEFINITIONS**

For the purpose of this Guaranteed Asset Protection Addendum, the following terms shall mean:

**ACTUAL CASH VALUE** means the retail value of the VEHICLE on the DATE OF LOSS, prior to its physical damage or theft, as determined by the PRIMARY CARRIER. If no PRIMARY CARRIER exists or the PRIMARY CARRIER has been declared insolvent or for any instance where the PRIMARY CARRIER's total loss calculation is reduced due to limited liability coverage, the retail value will be determined utilizing the National Automobile Dealer's Association (NADA) Official Used Car Guide, adjusted for applicable mileage and equipment. If no NADA retail value is available, the value will be determined using the best information available.

**ACTUAL PAYOFF BALANCE** means the payoff balance provided by the assigned Financial Institution/Lender as of the DATE OF LOSS minus any and all unearned finance or lease charges, late charges, DELINQUENT PAYMENTS and any amount added to the balance after the inception date of the FINANCING AGREEMENT.

**BRANDED TITLE** means any certificate of ownership that currently is or has previously been declared as defective. This may include but is not limited to notations of Salvage, Rebuilt, Flood, or Lemon.

**COMMERCIAL USE** means the use of the VEHICLE for transportation of persons or property for hire, compensation, profit or in the furtherance of a commercial enterprise.

**CUSTOMER/BORROWER** means the purchaser or lessee of the VEHICLE, as listed in the Information Page of this Addendum and is referred to as You or Your throughout the Addendum.

**DATE OF LOSS** means the exact day on which the VEHICLE is reported stolen or incurs physical damage that is severe enough to be deemed a TOTAL LOSS.

**DELINQUENT PAYMENTS** means any payment as described in the FINANCING AGREEMENT, which remains unpaid for a period of more than fifteen (15) days after the due date stated in the FINANCING AGREEMENT.

**FAMILY MEMBERS** means a person related to You by blood, marriage or adoption including a step, ward or foster child.

**FINANCING AGREEMENT** means the contract that represents the written understanding between the Dealer/Creditor and You for the purchase or lease of the VEHICLE and which sets forth the terms, conditions, inception date, and expiration date of the contract.

**GAP BENEFIT** means under the terms of the FINANCING AGREEMENT, as amended by this Addendum, if the VEHICLE is deemed a TOTAL LOSS or is an UNRECOVERED THEFT, You are entitled to a benefit under this Addendum.

**LOAN TO VALUE** means if the VEHICLE is purchased new, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the Manufacturer's Suggested Retail Price (MSRP). If the VEHICLE is purchased pre-owned, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the National Automobile Dealers Association (NADA) Official Used Car Guide average retail value as of the origination of the FINANCING AGREEMENT.

**PRIMARY CARRIER** means the insurance company selected by You to provide the physical damage coverage on the VEHICLE or the insurance carrier liable for the TOTAL LOSS of Your VEHICLE.

**SCHEDULED PAYOFF BALANCE** means the total amount outstanding and is determined by an amortization schedule as of the DATE OF LOSS. The amortization schedule is based on the original terms of the FINANCING AGREEMENT and will assume all payments were made on the due date. For a lease, the SCHEDULED PAYOFF BALANCE is the remaining payments owed, less applicable taxes and rental fees, plus the residual value as of the DATE OF LOSS. The total amount outstanding is based on the original terms of the FINANCING AGREEMENT and assumes all payments were made on the due date.

**TOTAL LOSS** means the direct and accidental loss of the VEHICLE resulting in the inability to repair a VEHICLE due to severe damage or a theft as determined by the PRIMARY CARRIER. If no PRIMARY CARRIER exists, then TOTAL LOSS shall mean the cost to repair the VEHICLE exceeds its ACTUAL CASH VALUE or shall mean an UNRECOVERED THEFT.

**UNRECOVERED THEFT** means the covered VEHICLE is stolen and not recovered within thirty (30) days after the DATE OF LOSS.

**VEHICLE** means the four-wheeled private passenger car, van, pickup or light truck as listed in the Information Page of this Addendum, not to exceed a gross vehicle weight rating (GVWR) of 12,500 lbs.

**2. GAP BENEFIT CALCULATION**

The GAP BENEFIT cancels debt and is the lesser of the SCHEDULED PAYOFF BALANCE or the ACTUAL PAYOFF BALANCE on the DATE OF LOSS minus:

- A. Any refunds available on the other items financed in the FINANCING AGREEMENT;
- B. The amount of Your PRIMARY CARRIER insurance deductible that exceeds \$1000 if applicable;
- C. The TOTAL LOSS settlement made by the PRIMARY CARRIER or the ACTUAL CASH VALUE if no PRIMARY CARRIER coverage is in force on the DATE OF LOSS;
- D. Any amount deducted from the PRIMARY CARRIER's TOTAL LOSS settlement for prior damage remaining unrepaired at the time of TOTAL LOSS, value of owner retained salvage, towing fees, inspection fees, storage charges or any other unrelated deductions;
- E. The amount in excess of 150 percent of the LOAN TO VALUE.

The maximum GAP BENEFIT shall be no more than \$50,000. The GAP BENEFIT will only apply one time for each



- A.** Your copy of this Addendum.
- B.** Copy of any settlement statement for the PRIMARY CARRIER for the loss, including a copy of the settlement check, worksheet explaining how the settlement amount was calculated, the DATE OF LOSS and Your deductible.
- C.** Copy of police report. If no police report is available, a sworn statement indicating: no police report was filed, the DATE OF LOSS, detailed description of the loss, and VEHICLE information including the vehicle identification number.
- D.** Copy of the FINANCING AGREEMENT.
- E.** A complete loan/retail installment payment history and statement from the assigned Financial Institution/Lender showing the net payoff as of the DATE OF LOSS. If no payoff is provided from the assigned Financial Institution/Lender or the payment history is incomplete, the loan/retail installment sales contract will be amortized based on the original terms or if leased, a complete lease payment history from the assigned Financial Institution.
- F.** Copy of the documents indicating the refund amounts for any items financed in the FINANCING AGREEMENT.
- G.** A completed GAP Benefit Form, obtained from the GAP Administration.
- H.** Any other reasonable documentation requested by the GAP Administration in order to determine the GAP BENEFIT amount.
- I.** This information should be sent to:  
GAP BENEFITS  
P.O. BOX 770  
DEERFIELD, IL 60015-0770

If You include proof that the FINANCING AGREEMENT has been satisfied, the GAP BENEFIT will be accorded to You. If this proof is not provided, the assigned Financial Institution/Lender will be named payee of the GAP BENEFIT.

Any questions can be directed to the GAP Administration at 1-800-323-5771 ext. 6170.

A REQUEST FOR A GAP BENEFIT MUST BE SUBMITTED WITHIN NINETY (90) DAYS FROM THE DATE THE PRIMARY CARRIER'S LOSS SETTLEMENT IS RECEIVED, THE DATE THE FINANCIAL INSTITUTION/LENDER DETERMINED THE CLOSE-OUT BALANCE OR NET PAYOFF OR THE DATE OF LOSS, WHICHEVER OCCURS LATER.

ALL DOCUMENTS LISTED ABOVE IN SECTION 3 MUST BE RECEIVED WITHIN 180 DAYS FROM THE DATE THE REQUEST FOR THE GAP BENEFIT WAS INITIATED. THE GAP ADMINISTRATION WILL NOT OBTAIN THIS DOCUMENTATION FOR YOU. FAILURE TO SUBMIT ALL DOCUMENTS IN A TIMELY MANNER WILL RESULT IN DENIAL OF THE GAP BENEFIT.

#### **4. OTHER EXCLUSIONS AND RESTRICTIONS**

This Addendum will not provide benefits for:

- a. Losses occurring prior to the GAP Effective Date (shown in the GAP Information Page), including prior losses resulting in a BRANDED TITLE.
- b. Losses caused by an act where You, Your FAMILY MEMBERS, employees or agents damage the VEHICLE intentionally causing a TOTAL LOSS.
- c. A request for GAP BENEFIT arising from misrepresentation of facts, falsification of documents, fraudulent or dishonest act(s), repossession, or due to legal confiscation of the VEHICLE by a public official.
- d. Losses resulting directly or indirectly from any criminal or illegal act committed by You, Your FAMILY MEMBERS, employees or agents.
- e. Losses resulting to a VEHICLE that is part of a fleet that is intended for use as a public livery conveyance, or any VEHICLE for COMMERCIAL USE.
- f. A request for GAP BENEFIT that does not constitute a TOTAL LOSS.
- g. Losses caused by or resulting from any repairing, restoration, alterations, modification, or remodeling process.
- h. Losses occurring outside of the United States, its territories, possessions, or Canada.
- i. Losses resulting from the VEHICLE being operated, used, or maintained in any race, speed contest, or other contest.
- j. Losses to Your personal property.
- k. Losses resulting from wear and tear, freezing, mechanical or electrical breakdown or failure.

#### **5. EARLY TERMINATION AND REFUND**

If a request for GAP BENEFIT under this Addendum has not been made, You may voluntarily terminate this Addendum early by notifying the GAP Administration in writing of Your intent to terminate early. The termination date will be the date the GAP Administration receives Your written notice.

This Addendum will be deemed terminated early if any of the original FINANCING AGREEMENT terms are changed or altered, if the original FINANCING AGREEMENT is refinanced, or if the FINANCING AGREEMENT is paid off early. The deemed termination date will be the date of the event that caused the deemed early termination.

If You voluntarily terminate this Addendum in accordance with the provisions herein within the first 30 days, You will be entitled to a full refund of the GAP Addendum Purchase Price. In all other situations where there is a voluntary or deemed early termination, You will be entitled to a partial refund determined by the Rule of 78th's method less a \$0 cancellation fee. Any refund that is processed will be applied to the FINANCING AGREEMENT, if it is still outstanding, or, if not, then paid to You.

The Dealer/Creditor has no responsibility to process a refund until written notice sent by You is received by the GAP Administration, in the case of a voluntary termination, or received by the Dealer/Creditor, in the case of a deemed termination. Your written notice should include: Your name and address, the FINANCING AGREEMENT number, the reason for the early termination, and the date of the event (if not a voluntary termination). If You have any questions about how to notify the Dealer/Creditor in writing, call the GAP Administration at 1-800-323-5771 ext. 6181. You may not start a legal action or other proceeding for a refund until 60 days after the GAP Administration or Dealer/Creditor has received Your written notice in accordance with this paragraph.

#### STATE AMENDMENTS

The following State Amendments apply if this Addendum was purchased in one of the following states:

**ALABAMA AND KANSAS:** The cancellation fee on cancellations is deleted. A cancellation fee will not be charged.

**WASHINGTON:** Number 2. GAP BENEFIT CALCULATION, item B., is deleted and replaced with the following: The amount of Your PRIMARY CARRIER insurance deductible;



DATE OF SALE

02/12/2010

Lynchburg, VA 24502

PURCHASER'S NAME <b>LINNIE H SNEAD</b> (PRINT OR TYPE)				HOME ADDRESS *****			
CO/PURCHASER NAME (PRINT OR TYPE)				CITY, STATE, ZIP *****			
PLEASE ENTER MY ORDER FOR THE FOLLOWING: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO				COUNTY		E-MAIL ADDRESS	
				HOME PHONE		BUS. PHONE	
YEAR <b>2003</b>	MAKE <b>FORD</b>	MODEL <b>TAURUS</b>	TYPE OF TRANSACTION <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE		TYPE/DOORS	COLOR	
MILEAGE <b>101302</b>	VIN <b>1 F A F P 5 8 U 6 3 A 2 6 0 8 6 8</b>	IN SERVICE DATE					
<p>IMPORTANT! Purchaser(s) and dealer agree that if any Dispute (except those specifically noted in this Arbitration Agreement) arises, the Dispute will be resolved by binding arbitration by a single arbitrator under the applicable rules of the alternative dispute resolution agency named below, with that arbitrator rendering a written decision with separate findings of fact and conclusions of law. Purchaser(s) initials below evidence that the provisions in this box and section 17 on the reverse have been read and understood by Purchaser(s).</p> <p>THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO JURY TRIAL OF ALL DISPUTES BETWEEN THEM NOT SPECIFICALLY EXEMPTED FROM ARBITRATION IN THE ARBITRATION AGREEMENT.</p> <p>Alternative Dispute Resolution Agency Name and Address</p> <p><b>BETTER BUSINESS BUREAU, SERVING WEST VIRGINIA 31 W. CAMPBELL AVE. ROANOKE, VA 24011</b></p>				PRICE INCLUDING FREIGHT, HANDLING & DELIVERY			
				TOTAL PURCHASE PRICE		6740.00	
				PROCESSING FEE FOR CONSUMER SERVICES		398.00	
				3% VA. TITLE TAX		214.14	
				DEALER BUSINESS LICENSE TAX		N/A	
						10.00	
				REGISTRATION FEE <b>38.75</b>		TITLE FEE <b>10.00</b>	
				TOTAL DELIVERED PRICE		7410.89	
SUBMITTED WITH ORDER (1)						1625.00	
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED				900.00			
LESS BALANCE OWING TO - (PURCHASER RESPONSIBLE FOR) APPROXIMATELY				N/A			
<p>FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #15 ON REVERSE SIDE)</p> <p>DATE _____ SIGNATURE _____</p>				EQUITY ON TRADE-IN (2)		900.00	
				ADDITIONAL DOWN PAYMENT ON DELIVERY (3)		N/A	
				(4)		N/A	
				TOTAL DOWN PAYMENT (1+2+3+4)		2525.00	
DESCRIPTION OF TRADE-IN				EXTENDED SERVICE CONTRACT INCLUDING		1380.00	
YEAR <b>92</b>	MAKE <b>JEEP</b>	MODEL <b>CHEROKEE</b>	COLOR	TYPE/DOORS <b>UT</b>	TAX OF		34.50
MILEAGE	VIN <b>1 J 4 F J 5 8 S X N L 1 1 6 6 6 9</b>	TAG NO.		BALANCE DUE ON DELIVERY		6300.39	
SALESPERSON <b>HOUSE</b>							

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms including the arbitration clause and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

## NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

**SECURITY AGREEMENT:** Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

**FOR SALES INVOLVING DEALER ARRANGED FINANCING ONLY: THIS SALE IS CONDITIONED UPON APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALE CONTRACT AS SUBMITTED TO OR THROUGH THE DEALER. IF THAT PROPOSED RETAIL INSTALLMENT SALE CONTRACT IS NOT APPROVED UNDER THE TERMS AGREED TO WITH THE DEALER, YOU MAY CANCEL THIS SALE AND ANY DOWN PAYMENT AND/OR TRADE-IN YOU SUBMITTED WILL BE RETURNED TO YOU, PROVIDED THAT ANY VEHICLE DELIVERED TO YOU BY THE DEALER PURSUANT TO THIS AGREEMENT IS RETURNED TO THE DEALER IN THE SAME CONDITION AS DELIVERED TO YOU, NORMAL WEAR AND TEAR EXCEPTED, WITHIN 24 HOURS OF WRITTEN OR ORAL NOTICE TO YOU OF THE CREDIT DENIAL.**

**FOR SALES INVOLVING DEALER ARRANGED FINANCING/ LEASING ONLY: IF THE DEALER DOES NOT RECEIVE APPROVAL FROM A FINANCIAL SOURCE FOR YOUR PROPOSED RETAIL INSTALLMENT CONTRACT OR LEASE ("CONTRACT") ON TERMS ACCEPTABLE TO DEALER, DEALER MAY CANCEL THE SALE AND THE CONTRACT, AND YOU WILL RETURN THE VEHICLE IN GOOD CONDITION WITHOUT EXCESS MILEAGE. IF YOU FAIL TO RETURN THE VEHICLE DEALER SHALL BE ENTITLED TO REPOSSESS THE VEHICLE AND SHALL HAVE ALL OTHER RIGHTS UNDER TITLE 8.2 OF THE CODE OF VIRGINIA, OTHER STATUTES AND COMMON LAW.**

Approved \_\_\_\_\_  
Dealer or Authorized Representative

Signed (1) \_\_\_\_\_  
Purchaser Social Security Number

This Order is not valid unless signed and accepted by the Dealer or his authorized representative.

Date: \_\_\_\_\_  
02/12/2010

(2) \_\_\_\_\_  
Purchaser Social Security Number



It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

1. **New Vehicle Sales** - If the manufacturer/distributor changes the suggested retail price of equipment or ordered vehicle, Dealer may change the price accordingly. If price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order in which event if a used motor vehicle has been traded in as part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. If the manufacturer/distributor substantially modifies the ordered vehicle design/equipment or does not manufacture or distribute an ordered vehicle, this agreement is voidable by either party upon ten (10) days written notice. Dealer shall only be obligated to return deposit without interest, trade-in vehicle or the cash price of the trade-in vehicle as set forth above at Dealer's discretion.
2. **Trade-In Vehicles** - If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery of such motor vehicle, the used motor vehicle may be reappraised at that time by Dealer and such reappraised value shall determine the allowance made for such used motor vehicle. Trade-in vehicle shall be delivered in same condition as appraised with same equipment. Purchaser guarantees to deliver title free and clear of liens or encumbrances within five (5) days of signing this agreement. If pay-off on Purchaser's trade-in is more than estimated herein, Purchaser shall immediately pay said difference and, if lower, Dealer will return said amount. If a trade-in, title or equipment is not delivered as agreed, Dealer may cancel this purchase order and upon demand receive from purchaser payment of a pay-off on trade-in and/or seek remedies as set forth in Paragraph 3 herein. At dealer's discretion. Purchaser assumes risk of loss to trade-in vehicle until title reassigned.
3. **Default - New & Used Vehicle** - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; and/or (5) retain as liquidated damages any cash down payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.
4. **Dealer's Right To Terminate Agreement - New & Used Vehicles** - Dealer may cancel this Agreement if: (1) Purchaser's credit application is not approved by financing source and/or approved on terms acceptable to Dealer; (2) on event of default as defined above; (3) any statement or representation by Purchaser is not accurate or truthful; or (4) Dealer cannot deliver vehicle for any reason set forth in Paragraph 1. Dealer's only obligation or liability shall be as stated in Paragraph 1.
5. **Conditions Beyond Dealer's Control** - Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of dealer.
6. **Taxes** - Unless otherwise expressly provided, the Total Purchase Price for the ordered vehicle specified on the reverse side hereof does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to the Purchaser, the Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes except income taxes, imposed on or incidental to the transaction covered by this order, regardless of who may have the primary tax liability.
7. **Documents** - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 3 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.
8. **Warranty Limitations** - DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IF DEALER PROVIDES A WRITTEN WARRANTY OR AT TIME OF SALE OR WITHIN 90 DAYS THEREAFTER ENTERS INTO A SERVICE CONTRACT, IN WHICH CASE ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF SAID WRITTEN WARRANTY OR SERVICE CONTRACT. PURCHASER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SUCH VEHICLE. THIS DISCLAIMER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY. FOR NEW AND USED VEHICLES TO WHICH ANY MANUFACTURER'S WARRANTY APPLIES, SAID WARRANTIES ARE THE MANUFACTURER'S WARRANTIES ONLY AND NOT THE DEALER'S.
9. **Cash Transaction** - In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the Unpaid Balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of Unpaid Balance shall not relieve Purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof. In the event that the transaction covered by the order is not a cash transaction, Purchaser agrees to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Dealer.
10. **Financing or Leasing** - If Purchaser is financing this transaction or leasing the vehicle, the transaction is conditioned upon approval of Purchaser's retail installment sale contract or lease by a financial source on terms acceptable to the Dealer. If the retail installment sale contract or lease is not approved, Purchaser or Dealer may cancel this sale and any downpayment and/or trade-in Purchaser submitted will be returned to Purchaser, provided that any vehicle delivered by the Dealer pursuant to this agreement is returned to the Dealer in the same condition as delivered to Purchaser, normal wear and tear excepted, within twenty-four hours of written or oral notice to Purchaser of the credit denial.
11. **Security Agreement** - Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.
12. **Resale** - Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within the period beginning on the date the vehicle title is issued to Purchaser and ending on the date six (6) months thereafter. Purchaser confirms that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the vehicle manufacturer, to forfeit or repay any manufacturer incentives, allowance and/or special pricing or if Dealer suffers any other loss or harm resulting from Purchaser's breach of this provision, Purchaser agrees to indemnify and hold Dealer harmless from any cost, loss or harm suffered by Dealer resulting from Purchaser's breach of this provision.
13. **Attorney's Fees** - In the event any party to this invoice shall commence a proceeding against another to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any provision of this invoice, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorney's fees, as may be fixed by the decision-maker.
14. **Estimates** - Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.
15. **Used Vehicle Disclosure** - CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. UNDER VIRGINIA LAW FAILURE TO PROVIDE THIS OR AN "AS IS" SALE DISCLOSURE MAY SUBJECT DEALER TO UP TO \$1,000 CIVIL PENALTY, AND MAY ALLOW BUYER TO CANCEL SALE WITHIN 30 DAYS.

NOTICE

16. 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.

17. **Additional Arbitration Terms** - An award by the arbitrator shall be final and binding on all parties to the proceeding. The arbitrator shall apply the substantive law of the Commonwealth of Virginia and the arbitration shall take place in the locality in which Dealer is located. All arbitration costs and expenses shall be borne as determined by the arbitrator. Judgment on an award may be entered by either party in the highest local, state, or federal court, or before any administrative body. A Dispute is any question as to whether something must be arbitrated, as well as any allegation concerning a violation of state or federal statute that may be the subject of binding arbitration, any purely monetary claim greater than \$1,000.00 in the aggregate whether contract, tort, or other, arising from the negotiation of and terms of the Buyer's Order, any service contract or insurance product, or any retail installment sale contract or lease (but this arbitration provision does not apply to and shall not be binding on any assignee thereof); provided, however, that your failure to provide consideration to be paid by you (including your failure to pay a note, a dishonored check, failure to provide a trade title, or failure to pay deficiency resulting from additional payoff on trade) as well as our right to retake possession of the vehicle pursuant to this Buyer's Order shall not be considered a Dispute and shall not be subject to arbitration.



RETAIL INSTALLMENT CONTRACT			
BUYER(S)		CREDITOR-SELLER	
NAME <u>LINNIE H SNEAD</u>		NAME <u>U-RIDE</u>	
ADDRESS <u>[REDACTED]</u>		ADDRESS <u>1311 LAKESIDE DR</u>	
CITY <u>[REDACTED]</u> ZIP <u>[REDACTED]</u>		CITY <u>LYNCHBURG</u> STATE <u>VA</u> ZIP <u>24501</u>	
		ACCOUNT NO. _____	

"You" and "Your" mean each Buyer above, jointly and severally. "Us" and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown below as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Installment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the reverse side of this Contract. The Annual Percentage Rate may be negotiable with Us.

**Description of Vehicle:** You agree to buy and Creditor agrees to sell the following vehicle.

New or Used	Year and Make	Model and Body Style	Color	Vehicle Identification Number	Odometer Reading
USED	2003 FORD	TAURUS		1FAPF58U63A260868	101302

**TRUTH IN LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of Your credit as 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 will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit, including Your downpayment of
19.99 %	\$ 2296.01	\$ 6799.39	\$ 9095.40	\$ 2525.00 is \$ 11620.40

**Payment Schedule:** Your payment will be:

No. of Payments	Amount of Payments	When Payments Are Due
36	\$ 252.65	03/08 , 2010 and same date of each following month.

**Security:** You are giving a security interest in the goods and Vehicle being purchased.**Late Charge:** If any part of a payment is more than 7 days late, You will be charged 5% of the payment.**Prepayment:** If You pay off early, You may be entitled to a refund of part of the Finance Charge.**Additional Information:** See below and the other side of this Contract for any additional information about nonpayment, default and any required repayment in full before the scheduled date, and prepayment refunds and penalties.**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price (including accessories and improvements to the Vehicle) ..... \$ 6740.00 (1)
- Sales Tax ..... \$ 248.64 (2)
- Down Payment Calculation: **Cash Down Payment** ..... \$ 1625.00 (A)
 

Trade-In Description:	Gross Trade-In .....	\$ <u>900.00</u> (B)
Make: <u>JEEP</u>	Payoff Made by Seller	
Model: <u>CHEROKEE</u>	to: .....	\$ <u>N/A</u> (C)

 Net Trade-in (If negative number, Insert "0" in line 3(D) and itemize difference in 5(H) below) (B-C) ..... \$ 900.00 (D)
 Total Down Payment ..... (A+D) \$ 2525.00 (3)
- Unpaid Balance of Cash Price (1 + 2 less 3) ..... \$ 4463.64 (4)
- Other Charges Including Amounts Paid to Others on Your Behalf:
 

\*(NOTICE: A portion of these charges may be paid to or retained by Us.)

A. Cost of Required Physical Damage Insurance Paid to Insurance Company*	.....	\$ <u>N/A</u> (A)
B. Cost of Optional Extended Warranty or Service Contract Paid to <u>SOUTHWEST RE</u> *	.....	\$ <u>1380.00</u> (B)
C. Cost of Optional Credit Life Insurance Paid to Insurance Company*	.....	\$ <u>N/A</u> (C)
D. Cost of Optional Credit Disability, Accident and Health Insurance Paid to Insurance Company*	.....	\$ <u>N/A</u> (D)
E. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest .....	.....	\$ <u>N/A</u> (E)
F. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration .....	.....	\$ <u>48.75</u> (F)
G. Seller's Processing Fee*(Applicable to cash and credit sales) .....	.....	\$ <u>398.00</u> (G)

 Other Charges (Seller must identify who will receive payment and describe purpose)\*
 

H. to .....	for lien or lease payoff .....	\$ <u>N/A</u> (H)
I. to <u>WESTERN DIVERSIFIED</u>	for Optional GAP Protection .....	\$ <u>499.00</u> (I)
J. to <u>STATE OF VA</u>	for <u>ON LINE FILING FEE</u> .....	\$ <u>10.00</u> (J)
K. to .....	for .....	\$ <u>N/A</u> (K)

 Total of Other Charges and Amounts Paid to Others on Your Behalf ..... \$ 2335.75 (5)
- Less Prepaid Finance Charge ..... \$ N/A (6)
- Amount Financed - Unpaid Balance (4 + 5 less 6) ..... \$ 6799.39 (7)

**PROPERTY INSURANCE:** You must insure the Vehicle securing this Contract. You may purchase or provide the insurance through anyone You choose who is reasonably acceptable to Us. Your choice of an insurer will not affect our credit decision or Your credit terms in any way. The collision coverage deductible may not exceed \$500. If You get insurance from or through Us, You will pay \$ N/A for \_\_\_\_\_ of coverage and the cost is also shown above in 5A of the Itemization. The premium is as follows:

- |   |               |
|---|---------------|
| <input type="checkbox"/> \$ <u>N/A</u> Deductible, Collision Coverage     | \$ <u>N/A</u> |
| <input type="checkbox"/> \$ <u>N/A</u> Deductible, Comprehensive Coverage | \$ <u>N/A</u> |
| <input type="checkbox"/> Fire-Theft and Combined Additional Coverage      | \$ <u>N/A</u> |

**No Liability Insurance Included.****OPTIONAL CREDIT LIFE AND CREDIT DISABILITY INSURANCE**

Credit life insurance and credit disability insurance are not required to obtain credit and is not a factor in our granting of credit and will not be provided unless You sign for them and agree to pay the additional cost. The term of the insurance shall be the same as the term of Your Contract. You have the right to use alternative coverage or buy insurance elsewhere. Your choice of an insurer will not affect our credit decision or Your credit terms in any way. If You have chosen this insurance, the cost is shown above in 5C and 5D of the Itemization. If You elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company.

Type	Premium	Signature
Credit Life	\$ <u>N/A</u>	I want credit life insurance. _____ Signature of Buyer Requesting Only Life Insurance
Credit Disability	\$ <u>N/A</u>	I want credit disability insurance. _____ Signature of Buyer Requesting Only Life Insurance

**OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT:** Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by initialing below You are indicating that You voluntarily elect to buy an optional extended warranty or contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional warranty or service contract for details about coverage and duration.

Optional Extended Warranty or Service Contract Price \$ 1380.00 Your Initials \_\_\_\_\_ Term: 24 MONTHS Co. SOUTHWEST RE

**GAP PROTECTION: Optional Guaranteed Auto Protection (GAP) is not required to obtain credit.** GAP protection will not be provided under this Contract unless You sign for it below and agree to pay the additional cost shown below and on Line 5I of the ITEMIZATION OF AMOUNT FINANCED. You may obtain optional GAP protection from a person of Your choice that is authorized to sell such coverage and is acceptable to Us. The GAP contract issued by the provider of the protection will describe the terms and conditions of coverage in further detail. If You want GAP protection, sign below.

Cost: \$ \_\_\_\_\_ Term: 36 MONTHS Provider: WESTERN DIVERSIFIED

\_\_\_\_\_ 02/12/2010

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Security Interest.** You give Us a security interest in: 1). The Vehicle and all parts or goods installed in it; 2). All money or goods received (proceeds) for the Vehicle; 3). All insurance, maintenance, service or other contracts We finance for You; and 4). All proceeds from insurance, maintenance, service or other contracts We finance for You (this includes any refunds of premiums). This secures payment of all You owe on this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures Your other agreements in this Contract. You agree to have the certificate of title show our security interest (lien) in the Vehicle.

**Late Charge.** You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay Us a late charge as stated above. You agree that We do not waive any of our rights by accepting one or more late payments from You.

**Ownership and Risk of Loss.** You promise to pay Us all You owe under this Contract even if the Vehicle is damaged, destroyed or missing.

**Prepayment.** You have the right to prepay Your account balance early without a penalty. If You prepay in full, You may be entitled to a refund credit of part of the pre-computed finance charge. This credit will be calculated in accordance with the actuarial method. We will apply the credit to the amount You owe Us or if You paid Us more than the amount owed to Us under this Contract, We will refund it to You. A minimum finance charge of \$25 may be charged.

If You prepay only a portion of the balance remaining under this Contract, We will apply the prepayment to Your account balance, however a prepayment will not excuse any later scheduled payments. You must still make all scheduled payments on time until Your obligation under this Contract is paid in full. If You make a partial prepayment Your last payment or payments may be less than the scheduled amount due.

**ARBITRATION NOTICE:** PLEASE SEE THE REVERSE SIDE OF THIS CONTRACT FOR INFORMATION REGARDING THE ARBITRATION CLAUSE CONTAINED IN THIS CONTRACT.

**ADDITIONAL TERMS AND CONDITIONS:** THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

**NOTICE TO BUYER.** 1. Do not sign this Contract in blank. 2. You are entitled to 1 true copy of the Contract You sign without charge. 3. Keep it to protect Your legal rights.

You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

Buyer's Signature: x \_\_\_\_\_ Buyer's Signature: x \_\_\_\_\_

Seller: U-RIDE By: \_\_\_\_\_ Title: \_\_\_\_\_This Contract is signed by the Seller and Buyer(s) hereto this 12TH day of FEBRUARY, 2010.

**NOTICE OF ASSIGNMENT:** The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on reverse side of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD-SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller: U-RIDE By: \_\_\_\_\_ Title: \_\_\_\_\_

VIRGINIA CREDIT ACCEPTANCE CORPORATION (10-08)

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## OTHER IMPORTANT AGREEMENTS

**Your Other Promises to Us.** You promise that:

- You will not remove the Vehicle from the United States or Canada.
- You will not sell, rent, lease or otherwise transfer any interest in the Vehicle or this Contract without our written permission.
- You will not expose the Vehicle to misuse or confiscation.
- You will not permit any other lien or security interest to be placed on the Vehicle.
- You will preserve and protect the Vehicle and keep it in good condition and repair.
- You will not use the Vehicle in a trade or business without our written consent.
- You will not use the Vehicle unlawfully or abandon it. If a governmental agency impounds the Vehicle, You will notify Us immediately and regain possession of the Vehicle. We may regain possession of the Vehicle and treat it as a default.
- You will pay all taxes, assessments, rentals, charges, and other fees imposed on the Vehicle when they are due. If We pay any repair bills, storage bills, taxes, fines, fees, or other charges on the Vehicle, You agree to repay the amount to Us.
- You will permit Us to inspect the Vehicle at any reasonable time.
- You will promptly sign, or cause others to sign, and give Us any documents We reasonably request to perfect our security interest.
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this Contract or any information provided in connection with this Contract.
- You will promptly provide Us with any additional personal or financial information concerning You or any information about the Vehicle that We may reasonably request from time to time.
- You will immediately notify Us if You change Your name or address.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the Vehicle for the term of this Contract. At any time during the term of this Contract, if You do not have physical damage insurance which covers both the interest of You and Us in the Vehicle, then We may buy it for You. If We do not buy physical damage insurance which covers both interests in the Vehicle, We may, if We decide, buy insurance which covers only our interest.

We are under no obligation to buy any insurance, but may do so if We desire. If We buy either of these coverages, We will let You know what type it is and the charge You must pay. The amount You must pay will be the premium for the insurance and a finance charge at the Annual Percentage Rate shown on this Contract. You agree to pay the amount and finance charge in equal installments along with the payments shown on the Payment Schedule.

If the Vehicle is lost or damaged, You agree that We can use any insurance settlement either to repair the Vehicle or apply to Your account balance. If applied to Your account balance, the insurance settlement proceeds that do not pay Your obligation in full under this Contract will be applied as a partial payment.

**Optional Insurance, Maintenance or Service Contracts.** This Contract may contain charges for optional insurance, maintenance, service or warranty contracts. If the Vehicle is repossessed, You agree that We may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.

**Insurance, Maintenance, Service or Other Contract Charges Returned to Us.** If any charge for required insurance is returned to Us, it may be credited to Your account in accordance with the Prepayment section of this Contract or used to buy similar insurance which covers only our interest in the Vehicle. Any refund on optional insurance, maintenance, service, warranty or other contracts obtained by Us will be credited to Your account in accordance with the Prepayment section of this Contract.

**Default and Acceleration of the Contract.** You will be in default if:

- You fail to pay any amount due under this Contract more than 10 days late or not at all.
- You break any of Your other promises You made in this Contract.
- A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

If You are in default of this Contract, We may declare the entire unpaid balance of this Contract due and payable immediately at any time without notice to You, unless We are required by law to provide You with such notice, and subject to any right You may have to reinstate the Contract. In figuring what You owe, We will give You a refund of part of the Finance Charge figured the same as if You had prepaid Your obligation under this Contract in full.

**Starter Interruption Device and GPS.** You understand and agree that if You are in Default, We may use any starter interruption device and/or global positioning system (collectively, the Device) installed on the Vehicle to prevent the Vehicle from starting and/or to locate the Vehicle when permissible law and the terms of this Contract allow us to repossess the Vehicle. You agree that if the Vehicle is disabled, You will need to cure Your Default in order to restart the Vehicle. You acknowledge that You have been provided with a toll free telephone number that You may call, *no more than once per month*, if the Vehicle is disabled but You need an emergency activation which will allow the Vehicle to operate for 24 hours. Refer to the terms and conditions of the Buyer's Disclosure for additional information on the Device.

**Repossession of the Vehicle.** If You default, We may take (repossess) the Vehicle from You. To repossess the Vehicle, We can enter Your property, or the property where the Vehicle is stored, so long as it is done peacefully and the law allows it. Any accessories, equipment or replacements will remain with the Vehicle. You hereby acknowledge and agree that any personal property contained within the Vehicle may be removed and held without liability to Us or our agent. It is Your responsibility to promptly and immediately contact Us to make arrangements for the return of Your personal property. You are responsible for paying all reasonable charges associated with the repossession.

**Getting the Vehicle Back After Repossession.** If We repossess the Vehicle, You have the right to pay to get it back (redeem) at any time before We sell, lease, license or otherwise dispose of any or all of the Vehicle in its present condition or following any commercially reasonable preparation or processing.

**Sale of the Repossessed Vehicle.** Any notice that is required to be given to You of an intended sale or transfer of the Vehicle will be mailed to Your last known address, as reflected in our records, in a reasonable period before the date of the intended sale or transfer (or such other period of time as is required by law). If the Vehicle is sold, We will use the net proceeds of the sale to pay all or part of Your debt.

The net proceeds of sale will be figured this way: Any late charges and charges for taking, storing and selling the Vehicle, cleaning and advertising etc., and any attorney fees and court costs, if permitted by law, will be subtracted from the selling price.

If You owe Us less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and has also taken a security interest in the Vehicle.

If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of sale and what You owe when We ask for it. If You do not pay this amount *when asked*, You may also be charged interest at the highest lawful rate until You do pay all You owe to Us.

**Collection Costs.** You will pay any collection costs We incur relating to Your default. If We hire an attorney to collect what You owe, You will also pay the attorney's reasonable fee and any court costs as permitted by law.

**Delay in Enforcing Rights and Changes of this Contract.** We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others.

Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding.

If any part of this Contract is not valid, all other parts will remain enforceable.

**WARRANTIES SELLER DISCLAIMS. YOU UNDERSTAND THAT THE SELLER IS NOT OFFERING ANY WARRANTIES AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY THE SELLER, COVERING THE VEHICLE UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.**

**THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT MAY BE PROVIDED BY THE VEHICLE MANUFACTURER.**

**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.**

**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.**

**Interest After Maturity.** You further agree to pay interest at the Annual Percentage Rate stated on the front of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

**Judgment Rate.** Interest on any judgment awarded on this Contract will be at the Annual Percentage Rate stated on the front of this Contract, or at the highest rate permitted by applicable law.

**Governing Law.** The terms of this Contract are governed by the law of the state of the Seller's address shown on the front of this Contract, except to the extent preempted by applicable federal law.

**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.**

#### AGREEMENT TO ARBITRATE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. *Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "we" and "us" mean Seller and/or Seller's Assignee, Credit Acceptance Corporation, or their employees, agents or assignees or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and us. "You" means the Buyer(s). A "Dispute" is any dispute, controversy or claim between You or us arising out of or in any way related to this Contract, or any default under this Contract, or the collection of amounts due under this Contract, or the purchase, sale, delivery, set-up, quality of the Vehicle, or any product or service included in this Contract. "Dispute" includes contract claims, and claims based on tort or any other legal theories. Either You or we may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes brought later in the lawsuit. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. The arbitrator shall decide whether a particular Dispute is subject to arbitration and any question as to the enforceability of all or part of this Arbitration Clause. All statutes of limitation which otherwise would apply to an action brought in court will apply in arbitration. The Federal Arbitration Act governs this Arbitration Clause. You and we understand and agree that You and we choose arbitration instead of litigation to resolve Disputes. You and we voluntarily and knowingly waive any right to a jury trial. You and we agree that all Disputes must be resolved on an individual basis through arbitration and that representative actions, such as class actions, are prohibited and regardless of any statements in this Arbitration Clause that state otherwise, the validity and effect of the class action prohibition may only be determined by a court and not by an arbitrator. In the event that there is a conflicting agreement to arbitrate claims or disputes related to the purchase of the Vehicle, whether executed before, at the same time, or after the Arbitration Clause, the terms of this Arbitration Clause shall control any and all Disputes between You and us.*

**Notwithstanding the foregoing, we retain the right to repossess the Vehicle upon your default and to exercise any power of sale under this Contract. The institution and maintenance of any action for judicial relief or exercise of self-help remedies shall not waive the right to submit any Dispute to arbitration, including any counterclaim asserted in any such action, and including those controversies or claims arising from the exercise of any such judicial relief or the exercise of self-help remedies. If a demand for arbitration of any counterclaim is made, the entire Dispute shall be submitted to binding arbitration pursuant to this Arbitration Clause. If a party requests arbitration under this Contract the other party shall submit to arbitration any claim or counterclaim which such party may have against the requesting party, whether deemed to be compulsory or permissive in law. The failure to bring such a claim or counterclaim is a waiver of, and bars, the bringing of such a claim or counterclaim in any subsequent arbitration or legal action. You and we agree that if any provision of this Arbitration Clause other than the prohibition against representative or class actions is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the provision found to be invalid or unenforceable shall be inapplicable and deemed omitted, but shall not invalidate the remaining provisions of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause.**

You or we may elect to arbitrate under the rules and procedures of either the National Arbitration Forum or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and we agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the organization of your choice. The addresses and websites of the organizations are: National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405, [www.arb-forum.com](http://www.arb-forum.com); and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, [www.adr.org](http://www.adr.org). We agree for only the first day of arbitration to pay the following fees: (1) the arbitrator's fee, plus (2) those reasonable arbitration expenses or costs (excluding attorney fees) assessed to You that You would not pay if You had brought a Dispute in court, plus (3) any other reasonable expense or cost unique to the arbitration process. We will also pay amounts that the arbitrator determines that we must pay in order to assure the enforceability of this Arbitration Clause. Arbitration will take place near where You signed this Contract. Notice of the time, date and location shall be provided to the parties under the rules and procedures of the arbitration organization You select.

**Your Right to Reject:** If You don't want this Arbitration Clause to apply, You may reject it by mailing us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice which describes the Contract and tells us that You are rejecting this Arbitration Clause. A rejection notice is *only effective if it is signed by all buyers and cosigners and the envelope that the rejection is sent in has a post mark of 14 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.*

It is expressly agreed that this Contract evidences a transaction in interstate commerce. The Arbitration Clause is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. seq. ("FAA") and not by any state arbitration law.

#### ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the existing dealer agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in the existing dealer agreement.

VIRGINIA CREDIT ACCEPTANCE CORPORATION (10-08)

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## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

**I. (a) PLAINTIFFS**  
 Linnie Snead

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
 (EXCEPT IN U S PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)  
 Jeremy P. White, Esq. Virginia Legal Aid Society, Inc. 434.846.1326  
 Amber R. Jordan, Esq., Virginia Legal Aid Society, Inc. 434.846.1326

**DEFENDANTS**

Credit Acceptance Corp. and  
 221 South Automotive, Inc. d/b/a/ U-Ride Today/Lynchburg Mazda

County of Residence of First Listed Defendant doing business Lynchburg  
 (IN U S PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
 LAND INVOLVED

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U S Government Plaintiff  
☐ 2 U S Government Defendant  
☒ 3 Federal Question (U S Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U S Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify) \_\_\_\_\_  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. Section 1691e

Brief description of cause:

Violation of the Equal Credit Opportunity Act, Fraud, Virginia Consumer Protection Act

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 DEMAND \$ 25,000.00  
 CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/30/2011

/s/ Jeremy P. White

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG JUDGE \_\_\_\_\_

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