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EXHIBIT 5

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION, FIRST DISTRICT**

OVERLAND BOND & INVESTMENT CORPORATION,
Plaintiff/Counter-Defendant,

and

CAR CREDIT CENTER CORPORATION,
Counter-Defendant,

v.

TRACEY L. CALHOUN AND QUENTIN J. WELLS,
Defendants/Counter-Plaintiff

No. 2021-M1-108114
Courtroom 1501

OVERLAND BOND & INVESTMENT CORPORATION,
Plaintiff/Counter-Defendant,

and

CAR CREDIT CENTER CORPORATION,
Counter-Defendant

v.

VENANCIO J. OROZCO, JR. A/K/A
VENANCIO J. OROZCO,
Defendant/Counter-Plaintiff.

No. 2021-M1-108128
Courtroom 1501

**CONSOLIDATED FIRST AMENDED VERIFIED ANSWER,
AFFIRMATIVE DEFENSES, AND CLASS ACTION COUNTERCLAIMS**

Defendants/Counter-Plaintiffs Tracey L. Calhoun and Venancio J. Orozco hereby answer Plaintiff's/Counter-Defendant's Complaint as follows and raise the following Affirmative Defenses. They additionally assert the following Class Action Counterclaims against Overland Bond & Investment Corporation ("Overland Bond") and Car Credit Center Corp. ("Car Credit

Center”) to stop their use of kill switches to electronically and illegally disable their customers’ vehicles. Defendants/Counter-Plaintiffs further seek to recover damages caused by these practices.

DEFENDANT TRACEY L. CALHOUN’S ANSWER

1. Defendant admits the allegations contained in Paragraph 1.

2. Defendant admits the allegations contained in Paragraph 2.

3. Defendant admits that she entered into an agreement to finance the purchase of a vehicle, which appears to be the document attached to the Complaint. Defendant denies that she is liable under this contract. Whether Plaintiff has the right to enforce the contract is a legal conclusion to which no response is required.

4. Paragraph 4 states a legal conclusion to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 4. Otherwise, Defendant denies.

5. Paragraph 5 states a legal conclusion to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 5, and therefore denies.

6. Paragraph 6 states a legal conclusion to which no response is required. The document referenced in this paragraph speaks for itself. Otherwise, Defendant denies these allegations.

7. Defendant lacks sufficient information to admit or deny the allegations in paragraph 7. Otherwise, Defendant denies these allegations.

WHEREFORE, Defendant requests that the Court dismiss Plaintiff's Complaint with prejudice and grant any other relief the Court deems just.

DEFENDANT TRACEY L. CALHOUN'S AFFIRMATIVE DEFENSE

1. Defendant Calhoun incorporates by reference all of the allegations set forth in her Class Action Counterclaim, *infra*, as if fully set forth herein.

2. The Illinois Motor Vehicle Retail Installment Sales Act, 815 ILCS 375/20, provides that upon default, "the parties shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code with respect to default and disposition and redemption of collateral." Further, it provides that "no person who violates this Act, except as a result of an accident or bona fide error of computation, may recover any unpaid finance charge, delinquency or collection charge, or refinance charge in connection with the related retail installment contract." 815 ILCS 375/24(b).

3. The Uniform Commercial Code ("UCC"), 810 ILCS 5/9-610, requires a secured party to sell or otherwise dispose of collateral in a "commercially reasonable" manner. Failure to do so constitutes a complete defense to an action based on a failure to pay the debt at issue.

4. Dispositions cannot be commercially reasonable where the secured property is disposed of on an unrecognized market, in an atypical manner on a recognized market, at an atypical price on any recognized market, or, out of conformity with the reasonable commercial practices among like dealers in the type of secured property at issue. "Every aspect of a disposition of collateral, including the method, manner, *time*, place, and other terms, must be commercially reasonable." *See* 810 ILCS 5/9-610(b) (emphasis added).

5. Plaintiff used a kill switch to disable Ms. Calhoun's vehicle more than two years ago and has not deactivated it. Activating the kill switch constituted a constructive repossession of the vehicle, because Plaintiff exercised (and continues to exercise) control over it.

6. As such, Plaintiff has repossessed and presumptively failed to sell the car in a commercially reasonable manner. For these reasons, Defendant cannot be held liable in this action.

WHEREFORE, Defendant respectfully requests that this Court dismiss Plaintiff's Complaint with prejudice, with costs assessed against Plaintiff, and award any further relief which the Court deems just and proper.

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DEFENDANT VENANCIO J. OROZCO, JR.'S ANSWER

1. Defendant admits the allegations contained in Paragraph 1.

2. Defendant admits the allegations contained in Paragraph 2.

3. Defendant admits that he entered into an agreement to finance the purchase of a vehicle, which appears to be the document attached to the Complaint. Defendant denies that he is liable under this contract. Whether Plaintiff has the right to enforce the contract is a legal conclusion to which no response is required.

4. Paragraph 4 states a legal conclusion to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 4. Otherwise, Defendant denies.

5. Paragraph 5 states a legal conclusion to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 5, and therefore denies.

6. Paragraph 6 states a legal conclusion to which no response is required. The document referenced in this paragraph speaks for itself. Otherwise, Defendant denies these allegations.

7. Defendant lacks sufficient information to admit or deny the allegations in paragraph 7. Otherwise, Defendant denies these allegations.

WHEREFORE, Defendant requests that the Court dismiss Plaintiff's Complaint with prejudice and grant any other relief the Court deems just.

DEFENDANT VENANCIO J. OROZCO, JR.'S AFFIRMATIVE DEFENSE

1. Defendant Orozco incorporates by reference all of the allegations set forth his Class Action Counterclaim, *infra*, as if fully set forth herein.

2. The Illinois Motor Vehicle Retail Installment Sales Act, 815 ILCS 375/20, provides that upon default, “the parties shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code with respect to default and disposition and redemption of collateral.” Further, it provides that “no person who violates this Act, except as a result of an accident or bona fide error of computation, may recover any unpaid finance charge, delinquency or collection charge, or refinance charge in connection with the related retail installment contract.” 815 ILCS 375/24(b).

3. The Uniform Commercial Code (“UCC”), 810 ILCS 5/9-610, requires a secured party to sell or otherwise dispose of collateral in a “commercially reasonable” manner. Failure to do so constitutes a complete defense to an action based on a failure to pay the debt at issue.

4. Dispositions cannot be commercially reasonable where the secured property is disposed of on an unrecognized market, in an atypical manner on a recognized market, at an atypical price on any recognized market, or, out of conformity with the reasonable commercial practices among like dealers in the type of secured property at issue. “Every aspect of a disposition of collateral, including the method, manner, *time*, place, and other terms, must be commercially reasonable.” *See* 810 ILCS 5/9-610(b) (emphasis added).

5. Plaintiff used a kill switch to disable Mr. Orozco’s vehicle more than two years ago, and has not deactivated it. Activating the kill switch constituted a constructive repossession of the vehicle, because Plaintiff exercised (and continues to exercise) complete control over it.

6. As such, Plaintiff has repossessed and presumptively failed to sell the car in a commercially reasonable manner by not doing so after an extremely lengthy period of time. For these reasons, Defendant cannot be held liable in this action.

WHEREFORE, Defendant respectfully requests that this Court dismiss Plaintiff's Complaint with prejudice, with costs assessed against Plaintiff, and award any further relief which the Court deems just and proper.

* * *

DEFENDANTS' CLASS ACTION COUNTERCLAIMS

Defendants / Counter-Plaintiffs Tracey L. Calhoun and Venancio J. Orozco, Jr. hereby bring the following Class Action Counterclaims against Plaintiff / Counter-Defendant Overland Bond and Counter-Defendant Car Credit Center:

INTRODUCTION

1. Plaintiffs and the Classes they seek to represent are consumers who entered into retail installment contracts (“RICs”) with Car Credit Center to purchase cars. Generally, these RICs were later assigned to Overland Bond.

2. Car Credit Center—with Overland Bond’s knowledge and permission—equipped the cars with vehicle starter interrupter devices (“kill switches”), which can be activated remotely to disable the cars.

3. When consumers fell behind on their payments, Overland Bond or Car Credit Center activates the kill switches to remotely disable the vehicles until the consumers make payments.

4. The installation and activation of kill switches in consumer vehicles is not permitted under Illinois law.

5. Instead of promptly repossessing the vehicles for sale after disabling them, Overland and Car Credit Center has let vehicles remain idle for months—or even years—while the vehicles lose value and deteriorate.

6. Overland Bond then files suit against the consumers, seeking the entire amount due on the RICs after rendering the collateral useless and failing to reasonably mitigate its damages through a timely repossession and resale.

7. Car Credit Center fails to disclose that it—or its assignee and close business partner Overland Bond—can or will engage in these unlawful activities.

8. Through its unlawful practices, Overland Bond has illegally and constructively repossessed the vehicles of Plaintiffs and the Classes without conducting a repossession sale as required by law, while also reducing the vehicles' value. Car Credit Center has also engaged in an illegal business practice by installing kill switches in its customers' vehicles and not disclosing the truth about their unlawfulness, and how they will be used.

9. Defendants bring these Class Action Counterclaims to permanently enjoin Overland Bond and Car Credit Center from their unfair business practices and illegal use of kill switches, and to obtain relief for themselves and Classes of similarly situated Illinois consumers.

PARTIES

10. Tracey Calhoun is a natural person and citizen of the State of Illinois.

11. Venancio Orozco is a natural person and citizen of the State of Illinois.

12. Overland Bond is a corporation incorporated in Illinois and whose principal place of business is in Chicago, Illinois. Its registered agent is CT Corporation System, whose address is 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

13. Car Credit Center is a corporation incorporated in Illinois and whose principal place of business is in Chicago, Illinois. Its registered agent is CT Corporation System, whose address is 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

14. Overland Bond's and Car Credit Center's presidents share the same listed address of 4701 W. Fullerton Avenue, Chicago, Illinois 60639.

JURISDICTION AND VENUE

15. The Court has jurisdiction over this action and the parties pursuant to 735 ILCS 5/2-209 because the Counter-Defendants conduct business transactions in Illinois, own and operate businesses in Illinois, and have committed tortious acts in Illinois that form the basis of this action.

16. Venue is proper in Cook County because the Counter-Defendants' principal places of business are in Cook County, Counter-Defendants conduct relevant transactions in Cook County, and key events giving rise to this claim occurred in Cook County.

FACTUAL BACKGROUND

I. Vehicle Repossession and Kill Switches

17. Given the high cost of buying a car, many consumers finance some or all the purchase through an RIC.

18. This is typically a contract that lasts between three and six years, requires monthly or biweekly payments, uses the vehicle as collateral for the loan, and includes a double-digit interest rate.

19. RICs for car purchases are governed by the Illinois Motor Vehicle Retail Installment Sales Act, 815 ILCS 375/20, which provides that "the parties shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code with respect to default and disposition and redemption of collateral."

20. A creditor who violates the UCC's dictates cannot "recover any unpaid finance charge, delinquency or collection charge, or refinance charge in connection with the related [RIC]." 815 ILCS 375/24(b).

21. Under the UCC, if a party to an RIC fails to make payments on time, the creditor can either (i) sue for the outstanding balance owed on the vehicle, *see* 810 ILCS 5/9-601(a), or (ii) repossess the vehicle, sell it, and sue the debtor for any remaining deficiency, *see* 810 ILCS 5/9-609; 810 ILCS 5/9-610.

22. If a creditor opts to repossess and sell, the creditor must dispose of the car in a “commercially reasonable” manner. 810 ILCS 5/9-610.

23. This does not just mean re-selling the car for a fair price: “[*e*]very *aspect* of a disposition of collateral, including the method, manner, *time*, place, and other terms, must be commercially reasonable.” *See* 810 ILCS 5/9-610(b) (emphasis added).

24. Thus, once a vehicle is repossessed, the clock starts ticking and the creditor must sell it in a timely manner. *See also* 810 Ill. Comp. Stat. Ann. 5/9-610, Comment 3 (While the UCC “does not specify a period within which a secured party must dispose of collateral ... if a secured party does not proceed under Section 9-620 and holds collateral for a long period of time without disposing of it, and if there is no good reason for not making a prompt disposition, the secured party may be determined not to have acted in a ‘commercially reasonable’ manner. *See also* Section 1-203 (general obligation of good faith).”)

25. According to the Consumer Financial Protection Bureau, a typical kill switch is a “payment assurance device that has the ability to interrupt the starter functionality of a vehicle,” and is “typically” installed at the point of sale. “Some” of these devices “also remind consumers when payments are due or past due.” Consumer Financial Protection Bureau, CFPB Examination Procedures: Auto Finance, at 40 (Aug. 2019), *available at* <https://bit.ly/3D2Zh9A>. Many of these devices are also GPS-equipped and allow lenders to monitor vehicle locations in real time, and

record and store trip logs. See *In the Matter of CAG Acceptance LLC*, Consumer Financial Protection Bureau, Complaint at 4 (Mar. 15, 2017), available at <https://bit.ly/3N8LRx7>.

26. As of 2014, there were more than two million such devices installed in vehicles around the country. See Michael Corkery and Jessica Silver-Greenberg, *Miss a Payment? Good Luck Moving that Car*, N.Y. Times (Sept. 24, 2014), <https://nyti.ms/3uaB3WK>.

27. Remotely disabling a car with a kill switch creates practical problems for consumers. The creditor will usually deactivate the kill switch only after receiving back payments and, in some cases, additional fees. The consumer is meanwhile completely prevented from using the vehicle, as the creditor exercises control over when and whether it can be driven.

28. If a vehicle is disabled on a public street, it may be ticketed and towed. It could also be disabled outdoors and exposed to the elements, degrading its exterior and lowering its eventual resale value.

29. Furthermore, leaving the kill switch on for an extended period (sixty days or more) harms the car because the vehicle's engine fluids start to break down, moisture accumulates in the gas tank, corrosion sets in, tires lose pressure, and the battery starts to drain.

30. When a consumer fails to make payments under an RIC, creditors are allowed to physically repossess the consumer's vehicle and resell it in a timely and commercially reasonable manner. Creditors use kill switches, however, to *constructively* repossess the vehicle by disabling and thereby seizing control of the vehicle without physically retrieving it, while *also* claiming the right to sue for the entire balance due on an RIC.

31. When a consumer fails to make payments under an RIC, the creditor may not address the problem by disabling the consumer's vehicles through the use of a kill switch. Such a practice violates the UCC.

32. While the UCC provides that a secured party "may render *equipment* unusable and dispose of collateral on a debtor's premises under Section 9-610[,]" 810 ILCS 5/9-609(a)(2), this provision does not apply to consumer transactions. "Equipment" in the UCC is defined as "goods other than ... consumer goods," and non-commercial vehicles are a type of consumer good. *See* 810 ILCS 5/9-102 (33).

33. Defendants' use of kill switches is illegal under the UCC, no matter what their specific practices are. However, Defendants' practices relating to kill switches are independently illegal and exacerbate the harms experienced by Plaintiffs and the Classes.

II. Overland Bond's Indefinite Kill Switch Usage, and Plaintiffs' Experiences

34. Car Credit Center Corp. is a creditor based in Cook County, and it has worked closely with Overland Bond for decades. *See, e.g.,* Overland Bond & Investment Corporation, "Looking for a new car?" (last visited June 30, 2022), <http://www.overlandbond.com/looking-for-a-new-car.html>. Defendants' corporate officers share addresses, and the two entities are related and collaborate through common ownership and longstanding business arrangements.

35. Overland Bond is a longtime creditor based in Cook County, and has been the subject of complaints and lawsuits related to various unlawful practices. *See, e.g., Garcia v. Overland Bond Investment Co.*, 282 Ill. App. 3d 486 (Ill. App. Ct. 1996) (reversing dismissal of complaint over fraudulent "bait and switch" advertising); Better Business Bureau, Overland Bond and Investment Corporation (last visited June 30, 2022), <https://bit.ly/3N84Esm>; Consumer

Financial Protection Bureau, Overland Bond and Investment Corporation (last search Mar. 20, 2022), <https://bit.ly/3wnyMKz>.

36. Overland Bond frequently files collections cases in the Circuit Court of Cook County over allegedly breached RICs. It has filed thousands of such cases in the past decade alone. (Car Credit Center also regularly files suit in the Circuit Court over those contracts it has not assigned to Overland Bond.)

37. Typically, a consumer purchasing a car from Car Credit Center will do so through an RIC, which Car Credit Center often assigns to Overland Bond for account management and collection. On information and belief, the actual financing comes from Overland Bond.

38. Car Credit Center—with Overland Bond’s knowledge and permission—routinely installs kill switches in its vehicles that it sells to consumers.

39. Overland Bond has a policy and practice of using these kill switches to disable its customers’ vehicles and thereby pressure these customers to make payments. Car Credit Center knows about and permits this practice.

40. Further, Overland Bond (with Car Credit Center’s approval) has a policy and practice of leaving the kill switches activated for months—and even years—without making any good faith effort to physically retrieve and resell the repossessed vehicles.

41. On information and belief, Overland Bond charges consumers who satisfy their contractual debts—after their vehicles have been electronically disabled—an additional fee to deactivate the kill switch.

42. Neither Overland Bond nor Car Credit Center disclose to consumers at the time of sale that, if they miss a payment, Overland Bond will activate the kill switches and leave them on indefinitely without physically retrieving and reselling their vehicles. Defendants deliberately conceal this information from consumers.

43. Plaintiffs' experiences are consistent with the above and emblematic of Defendants' illegal practices.

A. Plaintiff Tracey Calhoun.

44. Plaintiff Calhoun financed the purchase of a 2011 Chevy Malibu through an RIC with Car Credit Center on March 19, 2016.

45. Car Credit Center assigned the RIC to Overland Bond less than two weeks later.

46. The contract—attached hereto as Exhibit A—included a \$9,940 finance charge and featured a 21 percent interest rate, requiring Ms. Calhoun to make 117 bi-weekly payments of \$234.69, for a total of \$27,458.73 (including her \$1,500 down payment).

47. Ms. Calhoun understood that a kill switch had been installed in her vehicle, but she was led to believe that the kill switch would only be activated long enough for Car Credit Center and/or Overland Bond to either (i) physically retrieve her vehicle for resale, or (ii) decide it would not retrieve the vehicle. At no point was it disclosed that the kill switch would be used to indefinitely disable her vehicle in order to induce her to make payments.

48. Ms. Calhoun made timely payments to Overland Bond for approximately four years.

49. When the COVID-19 pandemic began in the Spring of 2020, Ms. Calhoun lost her job and consequently stopped making payments on her RIC. She only had a few thousand dollars' worth of payments remaining on the contract.

50. Almost immediately after Ms. Calhoun started missing payments, Overland Bond activated the kill switch Car Credit Center had installed in her vehicle. Overland Bond has not made any effort to physically retrieve the vehicle since the Spring of 2020.

51. As a result, Ms. Calhoun's vehicle has sat disabled in her driveway for more than two years. On information and belief, the car's value and mechanical functioning have deteriorated since Overland Bond activated the kill switch.

52. Meanwhile, Overland Bond has sued Ms. Calhoun to recover alleged deficiencies owed on her RIC, despite having taken no steps to sell the repossessed vehicle and mitigate its alleged damages. In *Overland Bond & Investment Corp. v. Calhoun et al.*, 2021-M1-108114 (Cook Cnty Cir. Ct.), Overland Bond claims that Ms. Calhoun must pay it \$3,779.63 in missed payments and attorney's fees.

53. Overland Bond's complaint in this case (and those like it) does not acknowledge its perpetual usage of kill switches, nor Car Credit Center's role in its business.

B. Plaintiff Venancio Orozco.

54. Plaintiff Orozco's experience was virtually identical. On September 29, 2016, he purchased a 2007 Nissan Murano from Car Credit Center through an RIC.

55. Car Credit Center assigned the RIC to Overland Bond about two weeks later.

56. The contract—attached hereto as Exhibit B—included a \$7,841 finance charge and featured an 18 percent interest rate, requiring Mr. Orozco to make 208 weekly payments of \$119.06, for a total of \$24,764.48 in overall payments (including his \$1,000 down payment).

57. Mr. Orozco understood that a kill switch had been installed in his vehicle, but he was led to believe that the kill switch would only be activated long enough for Car Credit Center and/or Overland Bond to either (i) physically retrieve his vehicle for resale, or (ii) decide it would not retrieve the vehicle. At no point was it disclosed that the kill switch would be used to indefinitely disable his vehicle in order to induce him to make payments.

58. Mr. Orozco made regular payments to Overland Bond on his RIC for over three years.

59. In the Spring of 2020, Mr. Orozco stopped making payments on the RIC after he lost his job due to the pandemic. Mr. Orozco had several thousand dollars' worth of payments remaining on his RIC at the time.

60. Overland Bond activated the kill switch in or around May of 2020.

61. After speaking to Mr. Orozco, Overland Bond expressly promised to retrieve his vehicle after Governor Pritzker's repossession moratorium ended. The moratorium expired on August 22, 2020, but Overland never retrieved the vehicle.

62. Mr. Orozco's vehicle has sat disabled in his driveway for more than two years. On information and belief, the car's value and mechanical functioning have deteriorated since Overland Bond activated the kill switch.

63. Meanwhile, Overland Bond has sued Mr. Orozco to recover alleged deficiencies owed on his RIC, despite having taken no steps to sell the repossessed vehicle and mitigate its

alleged damages. In *Overland Bond & Investment Corp. v. Orozco*, 2021-M1-108128 (Cook Cnty Cir. Ct.), Overland Bond claims that Mr. Orozco must pay it \$7,881.55 in missed payments and attorney's fees.

64. Overland Bond's complaint in this case (and those like it) does not acknowledge its perpetual usage of kill switches, nor Car Credit Center's role in its business.

CLASS ALLEGATIONS

65. **Class Definitions.** Counter-Plaintiffs bring this action pursuant to 735 ILCS 5/2-801 on behalf of themselves and three Classes of similarly situated individuals, defined as follows:

Injunctive Class. All residents of the State of Illinois who are, were, or will be party to one or more motor vehicle retail installment contracts owned by or assigned to Car Credit Center and/or Overland Bond, and whose vehicles were sold with a starter interrupter device in the control of Car Credit Center and/or Overland Bond.

UCC Class. All residents of the State of Illinois who are or were party to one or more motor vehicle retail installment contracts owned by or assigned to Overland Bond, and whose vehicles were sold with a starter interrupter device in the control of Overland Bond.

ICFA Class. All residents of the State of Illinois who are or were party to one or more motor vehicle retail installment contracts owned by or assigned to Car Credit Center and/or Overland Bond, and whose vehicles were thereafter disabled using any type of automobile starter interrupt device for more than sixty (60) days after the activation of the device.

Excluded from the Classes are (i) any judge or magistrate presiding over this case, or their family members; (ii) Counter-Defendants, Counter-Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Counter-Defendants or their parents have a

controlling interest, or any of Counter-Defendants' current or former officers or directors; (iii) anyone who properly executes and files a timely request to be excluded from the Classes; (iv) anyone whose claims have been finally adjudicated on the merits or otherwise released; (v) Counter-Defendants' counsel and Counter-Plaintiffs' counsel; and (vi) legal representatives, successors, and assigns of any such excluded persons.

66. **Numerosity.** Counter-Plaintiffs cannot know the exact number of class members at this time, but joining them all would be impracticable. Counter-Defendants have utilized kill switches in hundreds of vehicles, are common lenders on RICs in Cook County and Illinois, and regularly file deficiency lawsuits on RICs in the Circuit Court of Cook County. Thus, on information and belief, Counter-Defendants have improperly used kill switches as described herein on at least hundreds of people who fall within the Classes' definitions. These individuals can easily be identified through Counter-Defendants' records.

67. **Commonality / Predominance.** There are numerous questions of law and fact common to the claims of Counter-Plaintiffs and the Classes, and these questions predominate over any questions that may affect individual members of the Classes. These questions include but are not limited to:

- i. whether Counter-Defendants install and use kill switches;
- ii. whether Overland Bond and Car Credit Center have a policy or practice of activating kill switches indefinitely without any good faith intent or attempt to physically recover and sell the disabled vehicle(s);
- iii. whether Counter-Defendants' use of kill switches, standing alone, is a violation of the UCC, as adopted in Illinois;

- iv. whether a vehicle's sitting idle and unused causes its value to degrade;
- v. whether Overland Bond and Car Credit Center have left kill switches active for more than two months without selling the disabled vehicles;
- vi. whether keeping kill switches active for more than two months constitutes a "constructive" repossession, triggering the duty to reasonably re-sell the vehicle;
- vii. whether Overland Bond and Car Credit Center engage in a commercially unreasonable sale *per se* when they fail to physically retrieve and sell vehicles within two months after activating a kill switch; and
- viii. whether Overland Bond and Car Credit Center disclose the policy of leaving a kill switch active indefinitely upon a default, even where the companies have no intent to sell the vehicle.

68. **Adequacy.** Counter-Plaintiffs will adequately represent and protect the Classes' interests and have retained competent counsel to prosecute this action. Counter-Plaintiffs and their counsel have no interests antagonistic to the Classes' and Counter-Defendants have no unique defenses to Counter-Plaintiffs' claims.

69. **Appropriateness.** This action is appropriate for class treatment as to all proposed Classes because it is superior to all other available ways to fairly and efficiently adjudicate these issues. Pursuing individual litigation would be unduly burdensome to class members, especially given that class members—having defaulted on their RICs—are in no position to hire hourly counsel to sue Counter-Defendants. Even if these issues were not present, class treatment would still be preferable because of the time and expense required for the court to address each individual case, and the risks of having inconsistent adjudications on the important issues raised

herein. Overall, a class action would present far fewer management difficulties than hundreds of individual lawsuits, not to mention the benefits of a single adjudication and comprehensive supervision by a single court.

CAUSES OF ACTION

Count I

UNLAWFUL REPOSSESSION AND UNFAIR BUSINESS PRACTICE (On Behalf of Counter-Plaintiffs and the Injunctive Class Against Counter-Defendants)

70. Counter-Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

71. The Illinois Motor Vehicle Retail Installment Sales Act, 815 ILCS 375/20, provides that upon default, “the parties shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code with respect to default and disposition and redemption of collateral.”

72. While the UCC provides that a secured party “may render *equipment* unusable and dispose of collateral on a debtor’s premises under Section 9-610[,]” 810 ILCS 5/9-609(a)(2), this provision *does not* apply to consumer transactions. “Equipment” in the UCC is defined as “goods other than ... consumer goods,” and non-commercial vehicles are a type of consumer good. *See* 810 ILCS 5/9-102 (33).

73. Counter-Plaintiffs and the Injunctive Class entered into RICs for non-commercial vehicles. In each case, a kill switch was installed in the vehicle, which will allow—or has already allowed—Overland Bond and/or Car Credit Center to remotely disable the vehicles as a form of repossession and/or an aid to repossession.

74. This conduct is not permitted under Illinois law. Disablement of collateral following a default is only permitted when that collateral is “equipment[,]” not consumer goods like Counter-Plaintiffs’ and the Class’ vehicles.

75. Further, Car Credit Center’s failure to disclose that it and/or its successor in interest Overland Bond would use the kill switches to permanently disable the vehicles constitutes an unfair business practice under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*

76. Counter-Defendants must be enjoined from continuing to install and unlawfully utilize these kill switches, as a result.

Count II
VIOLATION OF THE UCC – COMMERCIALY UNREASONABLE SALE
(On Behalf of Counter-Plaintiffs and the UCC Class Against Overland Bond)

77. Counter-Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

78. The Illinois Motor Vehicle Retail Installment Sales Act, 815 ILCS 375/20, provides that upon default, “the parties shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code with respect to default and disposition and redemption of collateral.”

79. The UCC, 810 ILCS 5/9-610, requires that, if a secured party chooses to repossess collateral rather than sue for the entire balance due on a RIC, the secured party must sell or otherwise dispose of the collateral in a “commercially reasonable” manner. Failure to do so constitutes a complete defense to an action based on a failure to pay the debt at issue.

80. Dispositions cannot be commercially reasonable where the secured property is disposed of on an unrecognized market; in an atypical manner on a recognized market; at an

atypical price on any recognized market; or out of conformity with the reasonable commercial practices among like dealers in the type of secured property at issue. “Every aspect of a disposition of collateral, including the method, manner, *time*, place, and other terms, must be commercially reasonable.” *See* 810 ILCS 5/9-610(b) (emphasis added).

81. Overland Bond violated the UCC after activating kill switches on the vehicles of Plaintiffs and the Class by failing to sell the vehicles in a commercially reasonable manner.

82. Overland Bond also violated the UCC by failing to provide Counter-Plaintiffs and the Class with the required statutory notice of repossession when it constructively repossessed their vehicles by activating the kill switches to take control of them.

83. As such, Counter-Plaintiffs and the Class are entitled to recover not less than the finance charge associated with their RICs plus ten percent of the principal on their RICs. 810 ILCS 5/9-625.

Count III
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*
(On Behalf of Counter-Plaintiffs and the ICFA Class Against Counter-Defendants)

84. Counter-Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

85. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) prohibits “[u]nfair or deceptive acts or practices[.]” 815 ILCS 505/2.

86. Violations of the ICFA may be enforced by private lawsuit when an individual suffers actual damages due to a violation. 815 ILCS 505/10a.

87. Counter-Defendants have engaged in unfair business practices and violated the ICFA.

88. Car Credit Center sells vehicles to consumers like and including Counter-Plaintiffs and the ICFA Class, while not informing them that they and/or their successors in interest will activate kill switches installed in the vehicles indefinitely, without physically retrieving them.

89. This conduct violates the public policy of the state of Illinois, which does not allow for the disablement of non-commercial vehicles when they serve as collateral in a secured transaction.

90. For its part, Overland Bond's conduct has violated the public policy of the state of Illinois, which requires secured creditors to elect a remedy after a debtor defaults on a contract: either (i) sue, or (ii) repossess the secured property, sell it, and sue the debtor to recover the difference.

91. Instead, Overland Bond has constructively repossessed countless vehicles by using kill switches to render them unusable to Counter-Plaintiffs and the ICFA Class, but refused to sell the vehicles, while also proceeding in court to collect full balances on the RICs.

92. This oppressive conduct is in derogation of state law and has injured Counter-Plaintiffs and the ICFA Class by rendering their vehicle useless, while causing their value and functioning to degrade while sitting idle for months or years on end. Counter-Plaintiffs and the ICFA Class cannot use these vehicles, and Overland Bond continues to pressure Counter-Plaintiffs and the ICFA Class into making payments by leaving the kill switches on.

93. As a result, Counter-Plaintiffs and the ICFA Class have been injured by Counter-Defendants' conduct and are entitled to damages, attorney's fees, and other relief for their violations of the ICFA.

Count IV
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS
PRACTICES ACT, 815 ILCS 505/1, et seq.
(On Behalf of Counter-Plaintiffs and the ICFA Class Against Overland Bond)

94. Plaintiffs incorporate the foregoing allegations as if set forth in full herein.

95. Illinois law does not permit a secured creditor to disable non-commercial motor vehicles serving as collateral following a default—period.

96. By doing so to Counter-Plaintiffs’ and the ICFA Class’ vehicles, Overland Bond has engaged in an unfair business practice and injured Plaintiffs and the ICFA Class as a result.

97. Counter-Plaintiffs are entitled to damages, attorney’s fees, and other relief for Overland Bond’s violations of the ICFA.

JURY TRIAL

Plaintiffs demand a trial by jury for all issues so triable.

RELIEF REQUESTED

WHEREFORE, Counter-Plaintiffs on their own behalf and on behalf of the Classes, respectfully request that this Court enter an order:

- i. Declaring Overland Bond’s practices to be in violation of the UCC and ICFA;
- ii. Declaring Car Credit Center’s practices to be in violation of the ICFA;
- iii. Preliminarily and permanently enjoining Counter-Defendants from installing and/or using kill switches in consumer vehicles to disable them when a consumer fails to make payments under one or more RICs, or otherwise;
- iv. In the alternative, if the court does not enter the injunction pleaded in the preceding sub-paragraph, preliminarily and permanently enjoin Counter-Defendants from activating kill switches for longer than 60 days without

physically re-possessing and reasonably re-selling the vehicles, from suing for balances on RICs when kill switches have been activated for longer than 60 days, and from failing to fully inform Class members at the time of purchase and at the time of activations of kill switches of all practices involving kill switches;

- v. Certifying this case as a class action as to all proposed Classes;
- vi. Appointing the undersigned attorneys as class counsel;
- vii. Requiring Overland Bond to pay Counter-Plaintiffs and the UCC Class statutory damages;
- viii. Requiring Counter-Defendants to pay Plaintiffs and the ICFA Class actual damages and attorney's fees;
- ix. Requiring Counter-Defendants to pay Counter-Plaintiffs' and the Classes' court costs; and
- x. Granting any other such relief as may be proper and just.

Respectfully submitted,

Dated: July 1 2022

/s/ Daniel Schneider
An Attorney for Defendants/Counter-Plaintiffs and the Putative Class

John Bouman
Lawrence Wood
Daniel Schneider
LEGAL ACTION CHICAGO
120 South LaSalle Street, Su
Chicago, Illinois 60603
jbouman@legalactionchicago.org
lwood@legalactionchicago.org
dschneider@legalactionchicago.org
(312) 341-1070

Verification by Certification

Under penalties as provided by law pursuant to the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief.

Dated: July 1, 2022

/s/ 
Defendant / Counter-Plaintiff Tracey L.
Calhoun

Verification by Certification

Under penalties as provided by law pursuant to the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief.

Dated: July 1, 2022


/s/ 
Defendant / Counter-Plaintiff Venancio J.
Orozco, Jr.

EXHIBIT A

RETAIL INSTALLMENT CONTRACT

Buyer: Tracey L. Calhoun, 1729 W. 106th. Pl., Chicago, IL 60643 Cook 312-480-0606
 Name Residence Address ACCOUNT NUMBER #

Co-Buyer: Quentin J. Wells, 6427 S. Sangamon ST., Chicago, IL 60621 312-480-0606
 Name Residence Address

Seller/
 (Creditor) Car Credit Center Corp., 7600 S. Western Ave, Chicago, IL 60620
 Seller hereby sells and Buyer (which includes Co-Buyers), jointly and severally, hereby purchases the following motor vehicle (the "Motor Vehicle") for the Total Sale Price and upon the terms and conditions set forth on both sides of this retail installment contract (the "Contract"). Buyer acknowledges delivery and acceptance of the Motor Vehicle in good condition.

Year	Make of Motor Vehicle	Model	Type of Body	Serial Number	Color	Odometer Reading
2011	CHEVROLET	MALIBU	4-DR.	1G1ZC5EU4BF370805	SILVER	77417

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 (Deferred Payment Price). The total cost of your purchase on credit, including your down payment of
21.00 %	\$ 9940.57	\$ 17518.16	\$ 27458.73	\$ 1500.00
				\$ 28958.73

Your Payment Schedule Will Be:

No. of Payments	Amount of Payments	When Payments are Due	<input type="checkbox"/> MONTHLY	<input type="checkbox"/> SEMI-MO.	<input type="checkbox"/> WEEKLY	<input checked="" type="checkbox"/> BI-WEEKLY
117	\$ 234.69	April 22, 2016				

Security: You are giving a security interest in the Motor Vehicle.
Late Charge: If any payment is 10 days late, you will be charged either: (1) 5% of the installment if the installment is in excess of \$200.00 or (2) \$10.00 if the installment is \$200.00 or less.
Prepayment: If you pay off early there is no penalty and you will be entitled to a refund of part of the Finance Charge.
 See the Contract terms below and on the reverse side for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about the security interest you are giving.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price		
Vehicle Sale Price (Including Sales Tax)	\$ 18627.89	
License, Title and Registration Fees	\$ 196.00	
Total Cash Price	\$ 18823.89	
2. Down Payment		
Cash Down Payment	\$ 1500.00	
Trade in	\$ N/A	
Year	Make	Serial No.
Less Amount Owning	\$ N/A	
Net Equity	\$ N/A	
Total Down Payment	\$ 1500.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 17323.89	
4. Other Charges Including Amounts Paid To Others On Your Behalf. Seller may receive and retain a portion of this amount.		
Misc. to		
to EVR Fee	\$ 25.00	
DOCUMENTARY FEE	\$ 169.27	
5. Net Outstanding Balance of Previous Contracts	\$ N/A	
6. Amount Financed (3 plus 4 plus 5)	\$ 17518.16	

7. PAYMENT SCHEDULE: Buyer promises to pay to the Holder (as defined in Paragraph 11 below) the Total of Payments in payments of \$ 234.69 further periodic installments of \$ 117 each, beginning on April 22, 2016 and continuing on the same day of each successive Bi-Weekly week/month thereafter until paid in full. Guarantor, if any, guarantees the collection of the above described Total of Payments and any other indebtedness due hereon upon failure of the Holder to collect the said amount from the Buyer named herein. At the time the final installment hereunder is due, the Holder shall notify the Buyer in writing and state in such notice any unpaid portion of the Total Sales Price (including unpaid default and delinquency charges pursuant to Paragraph 8 hereof and any unpaid deferral charges hereunder). As of fifteen days after the final installment is due as originally scheduled or deferred hereunder, the Holder shall compute and charge the Buyer interest on any balance of the Total Sales Price remaining unpaid at the Annual Percentage Rate stated above until such balance is fully paid or reduced to judgement.

8. DEFAULT AND DELINQUENCY CHARGES: Buyer hereby agrees to pay a delinquency charge on each installment which is not paid in full when due under this retail installment contract as herein provided. If any payment or portion of a payment is 10 days late, the late charge will be \$10.00 on installments of \$200.00 or less, and 5% on installments in excess of \$200.00. If any payment is made by a check which is not honored when presented to the bank upon which it is drawn because the issuer of the check has no account with that bank or because there are insufficient funds in the account, then Buyer agrees to pay to Holder a charge of \$25.00 for each such check which is not honored. Upon the occurrence of any event of default under this Contract, as set forth in Paragraph 13, or if Buyer shall fail to keep the Motor Vehicle fully insured for the entire term of this Contract, Buyer agrees that the Holder may accelerate and declare due all of the unpaid installments of the payments due under this retail installment contract. In the event of such a default, Buyer further agrees to pay any reasonable attorneys' fees incurred by the Holder. Default may result in repossession of the Motor Vehicle and in that event Buyer shall pay any expenses resulting from retaking and reselling the collateral under the provisions of the Illinois Uniform Commercial Code (the "UCC") in effect from time to time and any deficiency balance that may subsequently occur after crediting the proceeds of the disposition of the Motor Vehicle against the Total of Payments then due, as detailed in Paragraph 14. Failure to keep the Motor Vehicle insured may result in additional charges for the required insurance and additional Finance Charges thereon as more fully set forth in Paragraph 15 of this agreement.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 01, 2013 IS \$164.30, THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY OF \$164.30 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

INSURANCE AGREEMENT

Physical damage insurance is required. Buyer may obtain physical damage insurance from any company acceptable to Holder. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. See Paragraph 15 on the reverse side for further information regarding insurance.

9. PREPAYMENT REBATE: Buyer may repay his obligations under this Contract in full at any time prior to maturity of the final installment hereunder, and if he does so he shall receive a rebate of the unearned portion of the Finance Charge computed under the Rule of 78's after first deducting an acquisition fee of \$25.00. No rebate will be made if the amount thereof is less than \$1.00. This same rebate formula will be applied to an acceleration of payments under Paragraph 8. **SEE REVERSE SIDE FOR AN EXPLANATION OF THE RULE OF 78'S.**

10. SECURITY INTEREST: (a) Buyer grants and Holder shall have a security interest under Article 9 of the UCC, including the right of repossession, in the Motor Vehicle and in any additions or accessories thereto and the proceeds thereof to secure the payments in cash of the Total of Payments and all other amounts due or to become due hereunder, as more fully set forth in Paragraphs 7 and 8. **THE BUYER ACKNOWLEDGES AND AGREES THAT THE HOLDER OF THIS CONTRACT WILL BE HOLDING A KEY OR SET OF KEYS FOR THE MOTOR VEHICLE AS PART OF THE COLLATERAL HEREUNDER IF EXTRA KEYS ARE AVAILABLE. THE BUYER ALSO ACKNOWLEDGES AND AGREES THAT SAID KEY OR KEYS WILL BE RELINQUISHED TO THE BUYER UPON PAYMENT TO THE HOLDER OF THE TOTAL SALES PRICE IF EXTRA KEYS ARE AVAILABLE.** (b) The Wage Assignment, revocable at the will of the Buyer, executed simultaneously with this Contract, creates a security interest in Buyer's wages. (c) Buyer grants and Holder shall have a security interest in any unearned insurance premium refund as specified in Paragraph 15 herein where applicable.

11. ASSIGNMENT: Buyer has been informed by Seller that this Contract may be sold and assigned by Seller to Overland Bond & Investment Corporation (a licensee under the Illinois Sales Finance Agency Act and collectively with Seller, the "Holder"). Pursuant to law, Buyer may assert all claims and defenses equally against Seller and Holder.

NOTICE 1. Do not sign this Agreement before you read it or if it contains any blank spaces. TO THE 2. You are entitled to an exact copy of the Agreement you sign.

BUYER 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.

4. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This Contract evidences the sale of a used motor vehicle. (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle, and (2) 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.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN, TOGETHER WITH ALL OTHER DOCUMENTS EXECUTED BY BUYER CONTEMPORANEOUSLY HEREWITH.

BUYER ACKNOWLEDGES HAVING FULLY READ THIS CONTRACT AND UNDERSTANDS AND AGREES TO ALL CHARGES CONTAINED HEREIN.

BUYER ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AT THE TIME OF SIGNING. Guarantor, if any, acknowledges receipt of the completed copies of this Contract, and the Explanation of Guarantor's Obligation.

Dated March 19, 2016 20____

Seller/
 (Creditor) Car Credit Center Corp.

By [Signature]

I hereby guarantee the collection of the above described Amount upon failure of the Holder named herein to collect said amount from the Buyer named herein.

Guarantor: [Signature]

RETAIL INSTALLMENT CONTRACT

I understand that I have a right to an on-site inspection of this vehicle and have been informed of this.

Buyer X Tracey Calhoun

Co-Buyer Quentin Wells

Co-Buyer [Signature]



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND ADDITIONAL IMPORTANT PROVISIONS

FILED DATE: 7/19/2022 3:58 PM 20211108114

EXHIBIT B

RETAIL INSTALLMENT CONTRACT

Buyer: **VENANCIO J OROZCO JR., 3840 W. 83RD. PL., CHICAGO, IL 60652 COOK 312-522-8527**

Name: **N/A** Residence Address: [REDACTED]

Co-Buyer: Name: **N/A** Residence Address: [REDACTED]

Seller/ (Creditor): **Car Credit Center Corp., 7600 S. Western Ave, Chicago, IL 60620**

ACCOUNT NUMBER: [REDACTED]

Seller hereby sells and Buyer (which includes Co-Buyers), jointly and severally, hereby purchases the following motor vehicle (the "Motor Vehicle") for the Total Sale Price and upon the terms and conditions set forth on both sides of this retail installment contract (the "Contract"). Buyer acknowledges delivery and acceptance of the Motor Vehicle in good condition.

Year	Make of Motor Vehicle	Model	Type of Body	Serial Number	Color	Odometer Reading
2007	NISSAN	MURANO	BUY	JN8AZ08W47W619649	SILVER	95046

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 (Deferred Payment Price). The total cost of your purchase on credit, including your down payment of
18.00 %	\$ 7841.32	\$ 16923.16	\$ 24764.48	\$ 1000.00
				\$ 25764.48

Your Payment Schedule Will Be:

No. of Payments	Amount of Payments	When Payments are Due	<input type="checkbox"/> MONTHLY	<input type="checkbox"/> SEMI-MO.
* 208	\$ 119.06	December 30, 2016	<input checked="" type="checkbox"/> WEEKLY	<input type="checkbox"/> BI-WEEKLY

Security: You are giving a security interest in the Motor Vehicle and in wages by a Wage Assignment which Wage Assignment is revocable at the will of the buyer.

Late Charge: If any payment is 10 days late, you will be charged either: (1) 5% of the installment if the installment is in excess of \$200.00 or (2) \$10.00 if the installment is \$200.00 or less.

Prepayment: If you pay off early there is no penalty and you will be entitled to a refund of part of the Finance Charge. See the Contract terms below and on the reverse side for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about the security interest you are giving.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	
Vehicle Sale Price (Including Sales Tax)	\$ 17532.89
License, Title and Registration Fees	\$ 196.00
Total Cash Price	\$ 17728.89
2. Down Payment	
Cash Down Payment	\$ 1000.00
Trade in	\$ N/A
Year Make Serial No.	
Less Amount Owning	\$ N/A
Net Equity	\$ N/A
Total Down Payment	\$ 1000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 16728.89
4. Other Charges Including Amounts Paid To Others On Your Behalf. Seller may receive and retain a portion of this amount.	
Misc. to	
for EVR Fee	\$ 25.00
DOCUMENTARY FEE	\$ 169.27

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 01, 2015 IS \$164.30. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY OF \$164.30 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

Total of Other Charges	\$ 194.27
5. Net Outstanding Balance of Previous Contracts	\$ N/A
6. Amount Financed (3 plus 4 plus 5)	\$ 16923.16

7. PAYMENT SCHEDULE: Buyer promises to pay to the Holder (as defined in Paragraph 11 below) the Total of Payments in payments of \$ **208.96** each, beginning on **December 30, 2016** and continuing on the same day of each successive **Week** week/month thereafter until paid in full. Guarantor, if any, guarantees the collection of the above described Total of Payments and any other indebtedness due hereon upon failure of the Holder to collect the said amount from the Buyer named herein. At the time the final installment hereunder is due, the Holder shall notify the Buyer in writing and state in such notice any unpaid portion of the Total Sales Price (including unpaid default and delinquency charges pursuant to Paragraph 8 hereof and any unpaid deferral charges hereunder). As of fifteen days after the final installment is due as originally scheduled or deferred hereunder, the Holder shall compute and charge the Buyer interest on any balance of the Total Sales Price remaining unpaid at the Annual Percentage Rate stated above until such balance is fully paid or reduced to judgement.

8. DEFAULT AND DELINQUENCY CHARGES: Buyer hereby agrees to pay a delinquency charge on each installment which is not paid in full when due under this retail installment contract as herein provided. If any payment or portion of a payment is 10 days late, the late charge will be \$10.00 on installments of \$200.00 or less, and 5% on installments in excess of \$200.00. If any payment is made by a check which is not honored when presented to the bank upon which it is drawn because the issuer of the check has no account with that bank or because there are insufficient funds in the account, then Buyer agrees to pay to Holder a charge of \$25.00 for each such check which is not honored. Upon the occurrence of any event of default under this Contract, as set forth in Paragraph 13, or if Buyer shall fail to keep the Motor Vehicle fully insured for the entire term of this Contract, Buyer agrees that the Holder may accelerate and declare due all of the unpaid installments of the payments due under this retail installment contract. In the event of such a default, Buyer further agrees to pay any reasonable attorneys' fees incurred by the Holder. Default may result in repossession of the Motor Vehicle and in that event Buyer shall pay any expenses resulting from retaking and reselling the collateral under the provisions of the Illinois Uniform Commercial Code (the "UCC") in effect from time to time and any deficiency balance that may subsequently occur after crediting the proceeds of the disposition of the Motor Vehicle against the Total of Payments then due, as detailed in Paragraph 14. Failure to keep the Motor Vehicle insured may result in additional charges for the required insurance and additional Finance Charges thereon as more fully set forth in Paragraph 15 of this agreement.

INSURANCE AGREEMENT

Physical damage insurance is required. Buyer may obtain physical damage insurance from any company acceptable to Holder. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. See Paragraph 15 on the reverse side for further information regarding insurance.

9. PREPAYMENT REBATE: Buyer may repay his obligations under this Contract in full at any time prior to maturity of the final installment hereunder, and if he does so he shall receive a rebate of the unearned portion of the Finance Charge computed under the Rule of 78's after first deducting an acquisition fee of \$25.00. No rebate will be made if the amount thereof is less than \$1.00. This same rebate formula will be applied to an acceleration of payments under Paragraph 8. **SEE REVERSE SIDE FOR AN EXPLANATION OF THE RULE OF 78'S.**

10. SECURITY INTEREST: [a] Buyer grants and Holder shall have a security interest under Article 9 of the UCC, including the right of repossession, in the Motor Vehicle and in any additions or accessories thereto and the proceeds thereof to secure the payments in cash of the Total of Payments and all other amounts due or to become due hereunder, as more fully set forth in Paragraphs 7 and 8. **THE BUYER ACKNOWLEDGES AND AGREES THAT THE HOLDER OF THIS CONTRACT WILL BE HOLDING A KEY OR SET OF KEYS FOR THE MOTOR VEHICLE AS PART OF THE COLLATERAL HEREUNDER IF EXTRA KEYS ARE AVAILABLE. THE BUYER ALSO ACKNOWLEDGES AND AGREES THAT SAID KEY OR KEYS WILL BE RELINQUISHED TO THE BUYER UPON PAYMENT TO THE HOLDER OF THE TOTAL SALES PRICE IF EXTRA KEYS ARE AVAILABLE.** [b] The Wage Assignment, revocable at the will of the Buyer, executed simultaneously with this Contract, creates a security interest in Buyer's wages. [c] Buyer grants and Holder shall have a security interest in any unearned insurance premium refund as specified in Paragraph 15 herein where applicable.

11. ASSIGNMENT: Buyer has been informed by Seller that this Contract may be sold and assigned by Seller to Overland Bond & Investment Corporation (a licensee under the Illinois Sales Finance Agency Act and collectively with Seller, the "Holder"). Pursuant to law, Buyer may assert all claims and defenses equally against Seller and Holder.

NOTICE 1. Do not sign this Agreement before you read it or if it contains any blank spaces.
TO THE 2. You are entitled to an exact copy of the Agreement you sign.
BUYER 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.

4. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This Contract evidences the sale of a used motor vehicle. (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) 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.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN, TOGETHER WITH ALL OTHER DOCUMENTS EXECUTED BY BUYER CONTEMPORANEOUSLY HEREWITH.

BUYER ACKNOWLEDGES HAVING FULLY READ THIS CONTRACT AND UNDERSTANDS AND AGREES TO ALL CHARGES CONTAINED HEREIN.
BUYER ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AT THE TIME OF SIGNING. Guarantor, if any, acknowledges receipt of the completed copies of this Contract, and the Explanation of Guarantor's Obligation.

Dated **September 29, 2016** 20__

Seller/ (Creditor) **Car Credit Center Corp.**

By: *[Signature]*

I hereby guarantee the collection of the above described Amount upon failure of the Holder named herein to collect said amount from the Buyer named herein.

Guarantor: **N/A**

RETAIL INSTALLMENT CONTRACT

I understand that I have a right to an on-site inspection of this vehicle and have been informed of this.

Buyer: *[Signature]*

Co-Buyer: *[Signature]*

Co-Buyer: *[Signature]*

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND ADDITIONAL IMPORTANT PROVISIONS



FILED DATE: 7/19/2022 3:07 PM 20211108128

12. USE OF PROPERTY: Buyer shall not use or permit the Motor Vehicle to be used in violation of any law or ordinance, State, Federal or Municipal. Buyer shall not sell, lease, encumber or place the Motor Vehicle in any other person's possession or remove it from the State of Illinois without the written consent of the Holder. Buyer shall not use the Motor Vehicle for hire or as a taxi. Buyer shall keep the Motor Vehicle free from all mechanic's liens, tax liens and all other liens.

13. DEFAULT: The occurrence of any of the following events or conditions shall at the option of the Holder constitute an event of default resulting in additional charges as mentioned in Paragraph 8 and enforcement of remedies as mentioned in Paragraph 14: (a) default in the payment of any installment due hereunder; (b) any event causing the reasonable insecurity of the Holder due to failure to satisfy any other agreements entered into simultaneously with this Contract and as a part of this transaction; (c) substantial damage to, or theft, further encumbrance, concealment, seizure or forfeiture for the violation of any law or ordinance of, the Motor Vehicle; (d) death or adjudication of incompetency of Buyer, or the filing by or against Buyer of a petition in bankruptcy, wage earner's arrangement or assignment for the benefit of creditors; (e) removal of the Motor Vehicle from the State of Illinois without notifying Holder of new address, and/or (f) failure of Buyer to maintain comprehensive and collision insurance on the Motor Vehicle in accordance with Paragraph 15 hereof.

14. REMEDIES: Upon the occurrence of any event of default, the Holder shall have the rights and remedies provided by Article 9 of the Illinois Uniform Commercial Code, including, but not by way of limitation, the rights: (a) to take immediate possession of the Motor Vehicle, with or without judicial process, and for such purpose, to enter upon the premises where it may be located; and (b) to give the Buyer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made; and (c) to dispose of the Motor Vehicle at public or private sale in accordance with said notice to Buyer and to buy the Motor Vehicle at such public sale or private sale as allowed by law; and (d) to apply the proceeds of sale first to the reasonable expenses of retaking, holding, preparing for sale and selling the Motor Vehicle and to reasonable attorneys' fees and legal expenses incurred thereby by Holder and second, to satisfaction of Buyer's indebtedness hereon, and third, to satisfaction of any subordinate security interest in the Motor Vehicle if demand therefor is received by Holder before disposition of the proceeds. After sale and disposition of the proceeds, Holder shall account to Buyer for any surplus and Buyer shall be liable for any deficiency. At any time before disposition of the Motor Vehicle as provided herein, Buyer may redeem it by paying Holder all indebtedness secured hereby as well as expenses reasonably incurred by Holder in retaking, holding and preparing the Motor Vehicle for sale and reasonable attorneys' fees and legal expense. If the Buyer has paid an amount equal to 30% or more of the Total Sale Price at the time of repossession, the Buyer may, within 21 days, redeem the Motor Vehicle from the Holder by tendering: (a) the total of all unpaid amounts including any unpaid delinquency or deferral charges due at the time of tender, without acceleration; (b) performance necessary to cure any default other than nonpayment of the amounts due; and (c) any reasonable costs or fees incurred by the Holder in retaking the Motor Vehicle. It is expressly agreed by Buyer that the requirement of reasonable notice shall be met if notice is mailed to Buyer at the address of Buyer shown herein (Buyer assumes all responsibility for notifying Holder of any change of address in writing and for the forwarding of all mail) not less than 5 days prior to the sale or other disposition. The Buyer agrees to send notice by certified or registered mail to the Holder within 48 hours after repossession if the Buyer claims any articles not included herein were found in or on the Motor Vehicle at the time of repossession, and agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor. All rights and remedies of the Holder, whether provided for in this Contract or conferred by law, are cumulative.

15. ADDITIONAL INSURANCE AGREEMENT: Buyer agrees to keep the Motor Vehicle fully insured against loss by fire, theft and collision for the entire term of this Contract pursuant to policies issued by companies acceptable to Holder. Holder is authorized to purchase all insurance required under this Contract. Insurance coverage, other than required insurance, may be voluntarily contracted for by Buyer. Buyer may elect to purchase any required insurance from an insurance company, agent or broker of his own choice. If Buyer so elects, the Holder with a policy or binder issued by a company acceptable to Holder on or before taking possession of the Motor Vehicle, and inclusion of Buyer's premiums in this Contract is optional with Holder. All policies procured by Buyer shall provide that loss, if any, shall be payable to Buyer and to Holder, as their respective interests may appear, and include a clause requiring insurer to give Holder 10 days' written notice of cancellation. In the event of the failure of Buyer to insure the Motor Vehicle or to deliver a fully paid policy to Holder at the times and in the manner herein provided, or in the event of cancellation or expiration of any policy during the term of this Contract without replacement by Buyer within 10 days, such failure shall constitute an event of default hereunder. Holder shall have the option, but shall not be required, to procure such insurance for Buyer and to advance the premium therefor; and in the event Holder does procure insurance, Buyer promises to pay the premiums advanced by Holder with finance charges thereon as additional indebtedness due hereunder in equal installments concurrently with the installments of the Total of Payments then remaining payable hereunder. All payments made by Buyer thereafter shall be applied first to insurance premiums and the remainder to the installments of the Total of Payments. Any unearned insurance premium refund received by Holder shall be credited to the final maturing installments of this Contract except to the extent applied toward payment for similar insurance protecting the interests of Buyer and Holder, or either of them. Buyer hereby grants to Holder, on default of Buyer, the sole and exclusive right to cancel all policies of insurance on the Motor Vehicle and all optional credit insurance policies contracted for by Buyer with third parties for which premiums have been advanced and paid by Holder. Buyer hereby appoints Holder Buyer's attorney-in-fact for Buyer and in Buyer's name to effect cancellation of such policies, and with respect to such policies, to execute lost policy waivers, to receipt for unearned premiums, to endorse all checks and drafts on your behalf, and to make proofs of loss, and to apply all unearned premiums and loss payments to the unpaid installments of the Total of Payments in inverse order unless such premiums and loss payments are sufficient to prepay the Total Sale Price in full.

16. WAIVER: Waiver by Holder of any default in payment of the Total of Payments when due shall not operate as a waiver of any subsequent default. No extension of time or payment or any other modification of the terms of this Contract shall be binding on Holder unless written consent thereto is given by an executive officer of Holder. This Contract shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

17. DEFERRED PAYMENTS: Any change in this Contract must be in writing and signed by all the parties, however, if permitted by law, extensions, deferrals and due date changes may be agreed to orally by you and us, and we will send you a written confirmation of our agreement. Interest will continue to accrue until the next payment is received. Any deferral would not extend any purchased insurance coverage you have.

18. POWER OF ATTORNEY: You appoint us, through our appointed officer or employee, as your attorney-in-fact. Your grant of this power of attorney is coupled with an interest, and is irrevocable until all obligations you owe under this Contract are paid in full. As your attorney-in-fact, we can: sign on your behalf all Certificates of Ownership, Registration Cards, applications, affidavits or any other documents required to register and properly perfect our security interest in the Motor Vehicle; transfer your entire interest in the Motor Vehicle to any other person as part of a repossession and sale; act on your behalf in any insurance matter relating to the Motor Vehicle, including, but not limited to, the power to endorse insurance proceeds checks or drafts on your behalf; and cancel any Credit Life, Credit Disability, Guaranteed Automotive Protection Coverage, Extended Warranty or other optional insurance financed by you under this Contract, and apply the refunded premium to your outstanding balance if you are in default.

19. NOTICE TO GUARANTOR: Guarantor, if any, hereby consents to any and all renewals or extensions of the time of payment of the Total of Payments without notice to Guarantor.

20. ENTIRE AGREEMENT: This Contract contains all documents executed contemporaneously herewith, contains all of the agreements of the parties relative to the retail installment sale of the Motor Vehicle, and no representations, disclosures, promises, statements or warranties, express or implied, have been made by Seller unless contained herein or imposed by law. Any and all prior representations, agreements and understandings of the parties, whether written or oral, are hereby expressly superseded by this Contract and are of no effect or validity whatsoever. If any provision of this Contract is held invalid, the invalidity shall not affect the remaining provisions hereof.

21. RULE OF 78'S EXPLANATION: Unearned finance charges under the Rule of 78's are computed by first deducting an acquisition fee of \$25.00 and then calculating for all fully unexpired monthly installment periods, as originally scheduled or deferred, which follow the day of prepayment, the portion of the precomputed interest that bears the same ratio to the total precomputed interest as the balances scheduled to be outstanding during the monthly installment period bear to the sum of all scheduled monthly outstanding balances originally contracted for. The following is an example of its application solely for purposes of illustration.

PREPAYMENT - "RULE OF 78'S"

Unearned Charge = Original Charge X $\frac{\text{Sum of balances due every month after payment}}{\text{Sum of balances due every month of the Contract}}$

*for Finance Charge (excluding any charges added for a first payment period of more than one month) or credit insurance charges.

Example: 12 monthly payments of \$10.00 (balance is \$120.00 1st month, \$110.00 2nd month, and so on), \$20.00 Finance Charge (after first deducting \$25.00 acquisition fee). If 5 payments are prepaid in full, unearned Finance Charge is:

\$20 X $\frac{50 + 40 + 30 + 20 + 10}{120 + 110 + 100 + 90 + 80 + 70 + 60 + 50 + 40 + 30 + 20 + 10}$ = \$3.85

ARBITRATION PROVISION

SECTION 1. ARBITRATION DISCLOSURE. By entering into this Contract, Buyer(s) and Guarantor, if any, agree to all Sections of this Arbitration Provision. Under this Arbitration Provision, you will not be able to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. It is important that you read this entire Arbitration Provision carefully before signing this Contract.

SECTION 2. MATTERS SUBJECT TO ARBITRATION. Any and all arbitrable claims and counterclaims, except as provided below in Section 3 of this Arbitration Provision, relating to any aspect of this Contract or any relationship arising out of this Contract (including, to the full extent permitted by law, relationships with third-parties who are not signatories to this Contract or Arbitration Provision), shall be resolved by final and binding arbitration.

SECTION 3. EXCLUSIONS AND LIMITATIONS. Seller and its assignee reserve under this Arbitration Provision their right to choose between arbitration and other legal or equitable proceedings (such as an action commenced in a court of law) for the resolution of their disputes arising out of this Contract and buyer's default thereunder, including collection of any amounts due thereunder. In addition, to the extent permitted by law, Buyer may not be able to participate as either a representative or member of a class of claimants, and there is expressly no authority for any claims or counterclaims to be arbitrated on a class action basis.

SECTION 4. ARBITRATION PROCEDURE AND RULES. Any arbitration pursuant to this Arbitration Provision shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, unless the parties agree otherwise. If you have questions regarding the procedures or rules of the AAA, or wish to obtain a copy of their rules and forms, you may call 1-800-778-7878.

SECTION 5. GOVERNING LAW AND VENUE. Any arbitration pursuant to this Arbitration Provision shall be conducted before one neutral Arbitrator selected with the consent of both Seller and Buyer, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Any judgment and/or award that the Arbitrator renders may be entered and enforced by a court of competent jurisdiction. Any arbitration pursuant to this Arbitration Provision shall take place in the state and county in which Seller or its assignee has its principal offices, unless the parties agree otherwise. The parties hereby consent to the personal jurisdiction before any court located within the state in which the arbitration is conducted.

SECTION 6. DISCOVERY. Each party shall be limited to the following pre-arbitration discovery: two (2) depositions; thirty (30) interrogatories, each consisting of no more than three parts; twenty (20) requests for the production of documents, each consisting of no more than three parts; and twenty (20) requests for admission. Additional discovery shall be permitted upon the agreement of the parties and/or at the discretion of the Arbitrator.

SECTION 7. COSTS, FEES, AND FEE-SPLITTING. Each party shall pay the fees of its own attorneys, the expenses of its own witnesses, and all other of its expenses in connection with the presentation of its case, regardless of which party ultimately prevails. Each party shall share equally the cost of any arbitration arising out of the agreement herein made, including the fees and expenses charged by the Arbitrator and all filing fees.

SECTION 8. NO PUNITIVE DAMAGES, INTEREST OR ATTORNEYS' FEES. The Arbitrator shall not have the authority to award punitive damages, attorneys' fees or interest, including pre-award interest, in any arbitration proceedings pursuant to this Arbitration Provision.

SECTION 9. VALIDITY OF THIS ARBITRATION PROVISION. If any portion of this Arbitration Provision is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers unto Overland Bond & Investment Corp. the "Assignee" its successors and assigns, all the Seller's right, title and interest in and to the within contract ("the Contract") and the motor vehicle ("the Vehicle") described therein. To induce Assignee to purchase the Contract, Seller represents and warrants to Assignee that (1) the Contract is valid and genuine and correctly states the terms of the retail installment transaction between Seller and Buyer; (2) the Vehicle has been delivered to and accepted by Buyer; (3) the down payment was paid in full, in cash or in trade, and no part was loaned to Buyer by Seller; (4) Seller had good title to and the right to sell the Vehicle to Buyer and the Vehicle is free of all liens, claims and encumbrances; (5) no notice of any defense or right of action has been received by Seller from Buyer nor has Seller any knowledge of any fact that would impair the validity of the Contract; (6) Seller has the right to sell and assign the Contract to Assignee; (7) all Buyers and Guarantors, if any, have legal capacity to contract; (8) on the date of the Contract, Seller executed and delivered to each Buyer a completed copy of the Contract and to the Guarantor a completed copy of the Contract and Explanation of Guarantors' Obligations; (9) Seller has complied with all requirements of the Federal Truth in Lending Act, Regulation Z, the Federal Fair Credit Reporting Act and the Illinois Motor Vehicle Retail Installment Sales Act; and the statutes and regulations of all governmental agencies; (10) on the date of the Contract, Seller assigned to Buyer the Manufacturer's Certificate of Origin or the existing Certificate of Title, as the case may be, covering the Vehicle, procured from Buyer a signed application for a new Certificate of Title to be issued to Buyer and to be mailed to Assignee showing correctly the date of the Contract, the name and address of Assignee as holder of the first lien on the Vehicle and caused to be delivered to the Secretary of State of Illinois all the documents described with the prescribed fee; (11) the Vehicle has not been used as a taxi or for hire or for commercial transportation or by law enforcement agencies and has been driven less than 100,000 miles; (12) the sale was made at Seller's place of business and was not a door-to-door sale within the definition of the Federal Trade Commission Trade Regulation Rule or the Illinois Consumer Fraud Act, and (13) all allowances, credits or rebates given to Buyer by Seller are accurately reflected on the Contract. Seller agrees that a) no extension of payment, variation of terms or execution of new contractual documents by refinancing or otherwise, by Assignee with Buyer shall release Seller from Seller's obligations herein, and b) if i) any of the foregoing representations and warranties is breached, or ii) within 80 days from the date hereof Buyer asserts a defense against Assignee, personally or through a public agency, such as the Legal Assistance Foundation, the Illinois Attorney General or County State's Attorney or by private attorney, then, in each or any such case, Seller agrees to reimburse the within contract for the unpaid balance and all other indebtedness then due from Buyer thereon, and Seller agrees to pay all reasonable attorney's fees, costs and expenses incurred by Assignee in connection with the enforcement of the foregoing or in the enforcement of the foregoing or in the enforcement of any of Seller's additional agreements set forth below. Seller hereby agrees to hold Assignee harmless if Buyer should assert against Assignee any defense Buyer has against Seller and Seller shall reimburse Assignee for all losses sustained by it under the Contract.

Dated: October 11, 2016. CAR CREDIT CENTER
Assignor
Julio E. Murray
Authorized Signature

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND ADDITIONAL IMPORTANT PROVISIONS