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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ARKANSAS

FRENZETTA WILSON, BETINA INGRAM,
RONNIE DICKERSON, and
DEVON BYRD, on behalf of themselves
and all others similarly situated

PLAINTIFFS

v.

CASE NO. _____

SANTANDER CONSUMER
USA, INC.

DEFENDANT

CLASS ACTION COMPLAINT

Plaintiffs Frenzetta Wilson, Betina Ingram, Ronnie Dickerson, and Devon Byrd individually and on behalf of all persons similarly situated, seek actual damages and an injunction against Santander Consumer USA, Inc. (“Santander”) for violations of the Texas Debt Collection Act and for grounds state:

1. Plaintiffs each entered into a Retail Installment Sales Contract with Santander to finance the purchase of their respective vehicles.
2. Every time Plaintiffs have made loan payments online or over the phone, Santander has charged them a fee of up to \$10.95 (“Pay-To-Pay fees”). Santander is prohibited by law from collecting these fees.
3. The contract each Plaintiff entered with Santander is a form contract that contains a Texas choice-of-law provision: “Federal and Texas law apply to this contract.” *See, e.g.*, Ex. 1 at 2, ¶ 8.
4. An Arkansas federal court recently found that the Texas choice-of-law provision in Santander’s contract is binding on Arkansas residents. *Brunson v. Santander Consumer USA, Inc.*, 5:17-cv-284-JM, ECF No. 26 (E.D. Ar. Aug. 27,

EXHIBIT

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2018). In arguing (successfully) for the enforceability of this provision, Santander explained that it, “like any multistate company entering into consumer contracts, has an interest in ensuring that its contracts are governed by uniform law to ensure consistency in their interpretation and application.” *Id.*, ECF No. 17 at 8 (E.D. Ark. July 6, 2018).

5. One such law that applies to Santander’s form contract is the Texas Debt Collection Act (“TDCA”).

6. Santander is a debt collector as defined by the TDCA. The TDCA prohibits debt collectors from “collecting or attempting to collect interest or a charge, fee, or expense incidental to the obligation unless the interest or incidental charge, fee, or expense is *expressly authorized* by the agreement creating the obligation or *legally chargeable* to the consumer[.]” Tex. Fin. Code § 392.303(a)(2) (emphases added). Pay-to-Pay fees are neither.

7. Moreover, on information and belief, Santander pockets nearly the entire amount of the Pay-to-Pay fees as profit. Nevertheless, Santander represents them as pass-through fees to the payment processor: “A third party payment processing company may charge a fee to process your payment.”¹

8. During the course of their loans, Plaintiffs have paid these fees multiple times.

¹ <https://santanderconsumerusa.com/support/payments> (last accessed by counsel on January 10, 2020).

9. On behalf of themselves and all others similarly situated, Plaintiffs bring claims for actual damages and injunctive relief against Santander for its violations of the TDCA.

PARTIES

10. Defendant Santander Consumer USA, Inc. is an Illinois corporation that has its principal place of business in Dallas, Texas. It is a consumer finance company that focuses on vehicle finance and unsecured consumer lending products. Santander is registered to do business in Arkansas.

11. Ms. Wilson, Ms. Ingram, and Mr. Dickerson reside in Jefferson County, Arkansas.

12. Ms. Byrd resides in Union County, Arkansas.

JURISDICTION AND VENUE

13. This Court has jurisdiction over Santander because it does business in Arkansas. Each Plaintiff executed his or her Retail Installment Sales Contract in the State of Arkansas and made payments on those contracts from the State of Arkansas.

14. Venue is proper because a substantial part of the events giving rise to Plaintiffs' cause of action occurred in Jefferson County, Arkansas.

COMMON FACTUAL ALLEGATIONS

15. The Texas Debt Collection Act ("TDCA") prohibits a debt collector from "us[ing] unfair or unconscionable means" in the collection of a consumer debt. Tex. Fin. Code § 392.303(a).

16. Santander is a *debt collector* under the TDCA because it is “a person who directly or indirectly engages in debt collection . . .” *Id.* at § 392.001(6).

17. Santander engages in *debt collection*, which the TDCA defines as “an action, conduct, or practice in collecting, or in soliciting for collection, consumer debts that are due or alleged to be due a creditor.” *Id.* at § 392.001(5).

18. A *consumer debt* under the TDCA is “an obligation, or an alleged obligation, primarily for personal, family, or household purposes and arising from a transaction or alleged transaction.” *Id.* at § 392.001(2).

19. As “an individual who has a consumer debt,” each Plaintiff is a *consumer* under the TDCA. *Id.* at § 392.001(1).

20. As alleged above, the Pay-to-Pay fees Santander charges are not expressly authorized in the uniform contract each Plaintiff executed.

21. Nor is there any law that affirmatively permits Santander to collect Pay-to-Pay fees from the Plaintiffs or other borrowers.

22. By charging those fees, Santander engaged in prohibited “unfair or unconscionable means” of debt collection by “collecting or attempting to collect interest or a charge, fee, or expense incidental to the obligation unless the interest or incidental charge, fee, or expense is expressly authorized by the agreement creating the obligation or legally chargeable to the consumer[.]” *Id.* at § 392.303(a)(2).

23. Moreover, Santander’s violations of the TDCA have been willful and knowing.

24. In June 2015, Santander was sued in California for nearly identical violations of an analogous state debt-collection law. Thus, Santander has persisted in its unlawful behavior despite being on notice that Pay-to-Pay fees violate certain state debt collection laws.

25. More particularly, Santander has been on notice that its collection of Pay-to-Pay fees beyond what is necessary to reimburse a third-party payment processor violates provisions of the federal Fair Debt Collection Practices Act and state debt-collection laws analogous to the TDCA.

26. Furthermore, Santander has concealed, and continues to conceal, these violations from its borrowers.

27. As of the date of this filing, Santander continues to misrepresent to its borrowers that Pay-to-Pay fees are fees imposed by the third-party payment processor.

28. On information and belief, Santander collects and retains more than 90% of each Pay-to-Pay fee its borrowers pay.

PLAINTIFFS' ALLEGATIONS

29. Plaintiff Frenzetta Wilson took out a loan with Santander to finance the purchase of her car. Texas law applies to Ms. Wilson's loan.

30. During the life of that loan, Ms. Wilson paid numerous Pay-to-Pay fees not authorized by her contract or legally chargeable to her.

31. Plaintiff Betina Ingram took out a loan with Santander to finance the purchase of her car. Texas law applies to Ms. Ingram's loan.

32. Ms. Ingram has paid numerous Pay-to-Pay fees not authorized by her contract or legally chargeable to her.

33. Plaintiff Ronnie Dickerson took out a loan with Santander to finance the purchase of his car. Texas law applies to Mr. Dickerson's loan.

34. During the life of his loan, Mr. Dickerson paid numerous Pay-to-Pay fees not authorized by her contract or legally chargeable to her.

35. Plaintiff Devon Byrd took out a loan with Santander to finance the purchase of her car. Texas law applies to Ms. Byrd's loan.

36. Ms. Byrd has paid numerous Pay-to-Pay fees not authorized by her contract or legally chargeable to her.

CLASS ALLEGATIONS

37. Plaintiffs bring this action individually and on behalf of all others similarly situated pursuant to Arkansas Rule of Civil Procedure 23. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

38. The proposed Class is defined as:

All persons in the United States who (1) have a car loan with Santander, (2) that provides "Federal and Texas law apply to this contract," and (3) who paid a fee for making their loan payments online or over the phone.

39. Plaintiffs reserve the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate.

40. Excluded from the Class are Santander, its parents, subsidiaries, affiliates, officers and directors, any entity in which Santander has a controlling

interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

41. The members of the Class are so numerous that joinder is impractical. The Class consists of thousands of members, the identities of whom are within the knowledge of Santander and can be ascertained only by resort to Santander's records.

42. Plaintiffs' claims are typical of the claims of the Class in that Santander collected from Plaintiffs, like all Class members, Pay-to-Pay fees that are neither authorized by contract nor legally chargeable to the borrower. Plaintiffs, like all Class members, have been damaged by Santander's misconduct. Furthermore, the factual basis of Santander's misconduct is common to all Class members.

43. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual Class members.

44. Among the questions of law and fact common to the Class are:

- a. Whether Santander collected a portion of the Pay-to-Pay fees its borrowers paid;
- b. Whether Santander violated the TDCA by collecting Pay-to-Pay fees;
- c. Whether Plaintiffs' are entitled to actual damages and, if so, in what amount;

- d. Whether Plaintiffs are entitled to an injunction restraining Santander from future collections and attempted collections Pay-to-Pay fees; and
- e. Whether Santander's actions are sufficiently egregious as to warrant punitive damages.

45. Plaintiffs' claims are typical of the claims of other Class members, in that they arise out of the same wrongful policies and practices of Santander. Each Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

46. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers. Accordingly, each Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

47. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Santander, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Santander's misconduct will proceed without remedy.

48. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

CAUSE OF ACTION

Violations of the Texas Debt Collection Act

49. Plaintiffs executed Santander's standard loan agreement, which contains a Texas choice-of-law provision.

50. Each Plaintiff took out his or her loan to purchase a car for personal, family, or household use.

51. Each Plaintiff is therefore, under the TDCA, a "consumer" who took out a "consumer debt."

52. Santander is a "debt collector" under the TDCA.

53. In the process of "debt collection," by collecting or attempting to collect Pay-to-Pay fees, Santander engaged in "unfair or unconscionable means" of "collecting or attempting to collect . . . a charge, fee, or expense incidental to the

obligation” that was not “expressly authorized by the agreement creating the obligation or legally chargeable to the” Plaintiffs and the Class.

54. As such, Santander has violated the TDCA.

55. Moreover, Santander has misrepresented, and continues to misrepresent, to its borrowers that Pay-to-Pay fees are fees charged and collected by third-party payment processors.

56. In truth, Santander collects and retains nearly the entire amount of each Pay-to-Pay fee a borrower pays.

57. These continual misrepresentations demonstrate the Santander’s violations of the TDCA were made with ill will or gross negligence to the rights of Plaintiffs and the Class as to amount to willful and wanton acts.

58. On behalf of the Class, Plaintiffs seek actual damages and an injunction restraining Santander from collecting and attempting to collect Pay-to-Pay fees.

TOLLING

59. Santander concealed from Plaintiffs and the Class the fact that Santander, not the third-party payment processor, collected nearly the entirety of every Pay-to-Pay fee.

60. These intentional misrepresentations prevented Plaintiffs from discovering a basis for a TDCA claim existed.

61. For these reasons, Plaintiffs’ claims that pre-date two years before the filing of this Complaint are tolled.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and members of the Class demand a jury trial on all claims so triable; an order certifying the class, appointing Plaintiffs as Class representatives, and designating the undersigned counsel as Class Counsel; and judgment as follows:

1. That judgment be entered against Santander and in favor of Plaintiffs and Class members on Count One and Count Two as alleged in this Complaint, and for actual, compensatory, punitive, and treble damages in an amount to be determined at trial;

2. That judgment be entered imposing interest on damages, litigation costs, and attorneys' fees against Santander;

3. That judgment be entered enjoining Santander from collecting and attempting to collect Pay-to-Pay fees from members of the Class; and

4. Such other relief as this Court deems just and proper.

DATED: January 10, 2020

/s/ Lee Lowther
CARNEY BATES & PULLIAM, PLLC
Lee Lowther, ABN 2013142
llowther@cbplaw.com
Randall K. Pulliam, ABN 98105
rpulliam@cbplaw.com
Cassandra DeCoursey, ABN 2018179
519 W. 7th St.
Little Rock, AR 72201
Telephone: (501) 312-8500
Facsimile: (501) 312-8505

EXHIBIT 1

ACCT. #
9467899

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number _____ Contact Number _____

BUYER: FRENETTA WILSON
ADDRESS: 18A WEST 23RD
CITY: BIRMINGHAM STATE: AL ZIP: 35211
PHONE: (878) 518-8284

SELLER/CREDITOR: SMART CHEVROLET COMPANY
ADDRESS: 315 W 5TH AVE.
CITY: BIRMINGHAM STATE: AL ZIP: 35203
PHONE: (878) _____

CO-BUYER: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.
PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you agree to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.
 You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	<input type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATION <input type="checkbox"/> FACTORY <input type="checkbox"/> OFFICIAL/EXECUTIVE <input checked="" type="checkbox"/> USED
2012	NISSA	SENTRA	3N1AB6P3CJ766280	

USE FOR WHICH PURCHASED
 PERSONAL, FAMILY OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW.
 If one of the boxes below is checked, Chapter 253 of the Texas Finance Code applies to this Contract.
 BUSINESS OR COMMERCIAL
 AGRICULTURAL

Trade-In: Make _____ Model _____
 Year _____ VIN _____ License No. _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
18.99%	\$ 9,716.84	\$ 14,831.88	\$ 24,267.84	\$ 24,267.84

Your Payment Schedule (N/A or) _____
 Number of Payments _____
 Monthly Payment \$ 341.22
 Monthly Beginning 03/11/2013
 Or as follows _____

PROPERTY INSURANCE: You must keep the vehicle insured against damage or loss in the amount you own. You must keep the insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer on file is authorized to be the insurer in Texas. You agree to pay at least the minimum amount of insurance required by law.
 If any insurance is provided before you are authorized from the insurance companies, you must check the terms, conditions, and exclusions.

Optional Credit
Life and Credit Disability Insurance
 Credit life insurance and credit disability insurance is not required to obtain credit. They are not to be provided unless you sign and agree to pay the rate and the amount is to be in full but these insurance coverages will be better in the month covered period.

Credit Life, one year \$ 1.00 Term _____
 Credit Life, two years \$ 1.00 Term _____
 Credit Disability, one year \$ 1.00 Term _____
 Credit Disability, two years \$ 1.00 Term _____
 N/A _____

(Insurance Company) _____

Optional Insurance Coverages
and Debt Cancellation Agreement
 The granting of credit will be dependent on the purchase of certain insurance coverages or the debt cancellation agreement described below. If you do not purchase the required insurance coverages or the debt cancellation agreement, you will not be eligible to receive credit. The credit agreement will not be enforceable if you do not purchase the required insurance coverages or the debt cancellation agreement.
 Coverage _____ Term _____ Premium/W/Y _____
 Gap _____ W/Y _____ CH _____ W/Y _____
 N/A _____ W/Y _____ CH _____ W/Y _____
 Total Coverage Agreement _____ \$ 3000.00

(Insurance Company) _____

Other Items Included
 If the vehicle is determined to be a total loss, GAP insurance will pay the difference between the proceeds of your basic insurance policy and the amount you owe on the vehicle, subject to certain conditions. The cost of this insurance is included in the monthly payment.
WE WILL CANCEL CREDIT AGREEMENTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OF THE VEHICLE AS ENTERED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge to a portion of the term from the date of the agreement, or the termination of the debt cancellation agreement, whichever is earlier.
 If you want to cancel, you must provide written notice to the Seller. If you do not provide written notice, you will be bound by the terms of the agreement. If you do not provide written notice, you will be bound by the terms of the agreement. If you do not provide written notice, you will be bound by the terms of the agreement.
 For the purposes of this agreement, you will be deemed to have provided written notice if you provide written notice to the Seller or the Seller's agent.
 Buyer's signature _____ Date _____
 Co-buyer's signature _____ Date _____

REVEALATION OF AMOUNT FINANCED

1. CASH PRICE (INCLUDES ALL ACCESSORIES, TITLES, TAXES, AND LICENSE FEE) \$ 14,831.88
 N/A _____

2. Total Downpayment (if received, enter "0" and use "0" as below) \$ N/A
 Gross Trade-In _____ \$ N/A
 - Pay Off Made by Seller _____ \$ N/A
 - Not Trade In _____ \$ N/A
 - Cash _____ \$ 3,845.00
 - Mile, Rebate _____ \$ N/A
 - Other (interest) _____ \$ N/A
 Total Downpayment \$ 3,845.00 (1)

3. Unpaid Balance of Cash Price (1 minus 2) \$ 10,986.88 (2)

4. Other Charges Including Amounts Paid in Other Than Your Down Payment (Seller may keep part of these amounts):
 A. Not made in payoff \$ N/A
 B. Cost of Optional Credit Insurance Paid to Insurance Company or Company \$ N/A
 C. Other Optional Insurance Paid to Insurance Company or Company \$ N/A
 D. Other Fees Paid to Government Agencies \$ N/A
 E. Dealer's License Fee \$ N/A
 F. Dealer's Title Fee \$ N/A
 G. Dealer's Sales Tax \$ N/A
 H. Other Fees (if not included in Cash Price) \$ N/A
 I. Government License and/or Registration Fees \$ 1.00
 J. Government Certificate of Title Fee \$ N/A
 K. Government Vehicle Inspection Fee \$ N/A
 L. Dealer Service Fee Paid to Dealer \$ N/A
 M. Documentary Fee (Large Document) \$ N/A

CONSUMER CREDIT COMMISSIONER NOTICE

To contact the CREDIT COMMISSIONER about this account, call (800) 548-3686. This contract is subject to the laws of the State of Texas, which is entered by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4277; (512) 538-1575; www.ccc.state.tx.us, and can be contacted relative to any inquiries or complaints.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to the part of the Finance Charge.

Any change to this contract must be in writing and we must sign it. No oral changes to this contract are enforceable.

Buyer: Frenetta Wilson Co-Buyer: _____
 See back for important agreement. Buyer—Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of this contract. If you have the right to pay off in advance, you will save a portion of the finance charge. You will keep this contract to protect your legal rights.
BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

Buyer Signed: _____ Date: 03/27/13 Co-Buyer Signs: _____ Date: 03/27/13
 Co-buyer and Seller agree to pay the entire debt. An other owner of a person whose name is on this title is the vehicle but does not have a copy of this contract. Date: 03/27/13 Address: _____
 Other owner's name: _____ Date: 03/27/13 by: _____
 Seller signed: _____ Date: 03/27/13 by: _____
 THIS CONTRACT IS NOT VALID UNLESS SIGNED BY ALL PARTIES TO THIS CONTRACT.
 Assigned without recourse Assigned with recourse
 Seller: Smart Chevrolet Company By: _____ Title: _____
 LAMAR BANK WILL HOLD TITLE TO THIS VEHICLE UNTIL THE FINANCE CHARGE IS PAID IN FULL.

PAID IN FULL
APR 30 2019

AND EXACT COPY OF THE ORIGINAL

9967899

OTHER TERMS AND CONDITIONS

1. FINANCE CHARGE AND PAYMENTS

A. HOW WE FIGURE THE FINANCE CHARGE. We will use the Annual Percentage Rate (APR) to figure the Finance Charge. The APR is the interest rate we use to figure the Finance Charge. The APR is the interest rate we use to figure the Finance Charge. The APR is the interest rate we use to figure the Finance Charge.

B. HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments to the Finance Charge first. If you have any late charges, we will apply your payments to those first. If you have any late charges, we will apply your payments to those first. If you have any late charges, we will apply your payments to those first.

C. HOW LATE OR EARLY PAYMENTS AFFECT THE FINANCE CHARGE. If you pay late, we will charge you a late charge. If you pay early, we will give you a credit. If you pay late, we will charge you a late charge. If you pay early, we will give you a credit. If you pay late, we will charge you a late charge. If you pay early, we will give you a credit.

D. INTEREST RATE. The interest rate is the Annual Percentage Rate (APR). The interest rate is the Annual Percentage Rate (APR). The interest rate is the Annual Percentage Rate (APR).

E. SPECIAL FEATURES. We have some special features. We have some special features. We have some special features.

F. TRANSFER OF TITLE. We will transfer the title to you when you have paid the Finance Charge. We will transfer the title to you when you have paid the Finance Charge. We will transfer the title to you when you have paid the Finance Charge.

G. SECURITY. We will use the vehicle as collateral. We will use the vehicle as collateral. We will use the vehicle as collateral.

2. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

A. LATE CHARGE. You will pay us a late charge if you do not pay us on time. You will pay us a late charge if you do not pay us on time. You will pay us a late charge if you do not pay us on time.

B. DEFAULT. You will be in default if you do not pay us on time. You will be in default if you do not pay us on time. You will be in default if you do not pay us on time.

C. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you do not pay us on time, we can demand that you pay us the amount you owe. If you do not pay us on time, we can demand that you pay us the amount you owe. If you do not pay us on time, we can demand that you pay us the amount you owe.

D. REPOSSESSION. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back.

E. DEPOSITION OF THE VEHICLE. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back.

F. YOUR RIGHT TO REDEEM. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back. If you do not pay us on time, we can take the vehicle back.

G. COLLECTION COSTS. If we have to take the vehicle back, we will charge you for the cost of taking it back. If we have to take the vehicle back, we will charge you for the cost of taking it back. If we have to take the vehicle back, we will charge you for the cost of taking it back.

H. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. If you do not pay us on time, we can cancel your insurance and service contracts. If you do not pay us on time, we can cancel your insurance and service contracts. If you do not pay us on time, we can cancel your insurance and service contracts.

I. INTEGRATION AND SEVERABILITY CLAUSE. This contract is the entire agreement between you and us. If any part of this contract is not valid, the rest of the contract will still be valid. This contract is the entire agreement between you and us. If any part of this contract is not valid, the rest of the contract will still be valid.

J. LEGAL LIMITATIONS ON OUR RIGHTS. We will not be responsible for any damages or losses. We will not be responsible for any damages or losses. We will not be responsible for any damages or losses.

K. SELLER'S DISCLAIMER OF WARRANTIES. We do not warrant the vehicle. We do not warrant the vehicle. We do not warrant the vehicle.

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

NOTICE: ANY THE SELLER NOT EXCEED THE PROVISIONS

THIS IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST ANY HERETO ON WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL BE LIMITED TO THE AMOUNT OF THE PROCEEDS HEREOF.

If the contract was purchased for personal, family, or household use.

PAID IN FULL
APR 30 2019

IDENTIFY THIS DOCUMENT AND EXACT COPY OF THE ORIGINAL