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Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)
f/k/a General Motors Corp., *et al.* :
: :
Debtors. : (Jointly Administered)
: :
-----X

**DEBTORS' OPPOSITION TO MOTION OF TRACY WOODY FOR RELIEF OF STAY
AND OBJECTION TO DEBTORS' PROPOSED DISCLOSURE STATEMENT**

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TO THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), hereby submit this opposition to the Motion of Tracy Woody (“**Movant**”) for Relief of Stay and Objection to Debtor’s Proposed Disclosure Statement with Respect to Debtor’s Joint Chapter 11 Plan (ECF No. 7454) (the “**Motion**”). In support hereof the Debtors respectfully represent:

Preliminary Statement

1. Movant seeks relief from the automatic stay to re-litigate a lawsuit (the “**North Carolina Case**”) she commenced *pro se* against “General Motors Company/Chevrolet Division of GM/General Motors Corp.” in the General Court of Justice for Wake County, North Carolina on August 18, 2009. The North Carolina Case asserts, *inter alia*, prepetition violations of warranties, unfair trade practices, and violations of the Fair Credit Reporting Act relating to Movant’s purchase of a used 2003 Chevrolet Suburban. General Motors LLC (f/k/a General Motors Company) (“**New GM**”) defended the North Carolina Case on all issues and obtained a judgment in its favor on the merits because Movant’s claims were time barred and/or failed as a matter of law. Movant’s appeal of this judgment was subsequently dismissed. Finding herself without further recourse as to New GM, Movant now seeks to pursue the same causes of action as to MLC.

2. Movant fails to meet her burden of establishing good cause to truncate the statutorily-imposed breathing spell to which the Debtors are entitled. Requiring the

Debtors to defend themselves in the North Carolina Case would burden the Debtors and their chapter 11 estates and would not result in any benefit to Movant. Allowing Movant to litigate the North Carolina Case as to MLC would not resolve Movant's claims because the North Carolina Court has already found the claims to be time barred and/or deficient as a matter of law. To the extent Movant seeks to pursue new claims against MLC, any judgment entered in Movant's favor on such claims would be unenforceable because Movant did not file a timely proof of claim in these chapter 11 cases. The Debtors are thus discharged from any and all indebtedness or liability with respect to Movant's claims. Nevertheless, in a good faith attempt to avoid further litigation expense, the Debtors have contacted Movant to discuss a possible resolution of the claim. Assuming that the parties cannot reach a consensual resolution, Movant's Motion for relief from the automatic stay should be denied.

Background

The Chapter 11 Cases

3. On June 1, 2009 (the "**Commencement Date**"), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The commencement of the Debtors' chapter 11 cases triggered the automatic stay of all litigation against the Debtors pursuant to section 362 of the Bankruptcy Code.

4. On July 10, 2009, the Debtors consummated the sale of substantially all of their assets to NGMCO, Inc. (n/k/a General Motors, LLC), a United States Treasury-sponsored purchaser, pursuant to section 363 of the Bankruptcy Code and that certain Amended and Restated Master Sale and Purchase Agreement ("**MSPA**").

5. On September 16, 2009, the Bankruptcy Court entered an order (the “**Bar Date Order**”) (ECF No. 4079) establishing November 30, 2009 (the “**Bar Date**”) as the deadline for each person or entity to file a proof of claim based on any prepetition claims against the Debtors. The Bar Date Order states that any party that fails to file a proof of claim on or before the Bar Date shall be forever barred, estopped, and enjoined from asserting such claims against the Debtors and the Debtors shall be forever discharged from any and all indebtedness or liability with respect to such claim.

6. As indicated in the exhibits attached to the Affidavit of Service filed with this Court on October 14, 2009 (ECF No. 4238), Movant was served with notice of the Bar Date between September 24 and September 26, 2009.

The North Carolina Case

7. On August 18, 2009, after the Commencement Date, Movant initiated the North Carolina Case, civil action number 09-CVD-16481, by filing a complaint (the “**Complaint**”) in the General Court of Justice for Wake County, North Carolina against, *inter alia*, “General Motors Company/Chevrolet Division of GM/General Motors Corp.” The Complaint is attached hereto as **Exhibit “A.”**

8. The Complaint asserts, *inter alia*, violations of the Magnuson-Moss Warranty Act, the Fair Credit Reporting Act, and Unfair Trade Practices (Ex. A). The facts alleged in the North Carolina Case are unclear; however, it appears that the North Carolina Case arises solely from prepetition events: Movant’s purchase of an allegedly defective used 2003 Chevrolet Suburban and its subsequent repossession on April 19, 2009.

9. To the extent Movant sought to proceed as to MLC in the North Carolina Case, she did not seek or obtain relief from the automatic stay prior to filing the Complaint. Accordingly, the North Carolina Case is void for violating the automatic stay.

10. On September 3, 2009, counsel for the Debtors sent a letter to Movant advising her of these chapter 11 cases and the accompanying automatic stay and asking her to withdraw her Complaint to the extent she sought to proceed as to MLC.

11. On September 30, 2009, Movant filed a motion in the North Carolina Case seeking to set aside the Complaint “against the Defendant General Motors Company/General Motor Corporation (“GM”) until the Bankruptcy Court grants permission to proceed.”

12. After conferring with counsel for New GM, on October 12, 2009, counsel for the Debtors spoke with Ms. Woody and advised her that the North Carolina Case had to be dismissed only as to MLC, but it could proceed as to New GM, a non-Debtor entity.

13. Not being able to discern from the Complaint whether the suit sought recovery for express warranty, an assumed liability under the MSPA, or a retained liability by MLC, New GM defended itself in the North Carolina Case as to all issues that could possibly be construed from the Complaint against any defendant. On January 19, 2010, New GM filed a motion for summary judgment requesting an order dismissing the North Carolina Case in its entirety as to New GM on the basis that Movant’s claims were time barred and/or failed as a matter of law. On February 8, 2010, New GM’s motion for summary judgment was granted and the North Carolina Case was dismissed.

14. On March 19, 2010, Movant filed a notice of appeal of the order granting New GM's motion for summary judgment. On August 20, 2010, Movant's appeal was dismissed for failure to timely file and serve the proposed record on appeal. Movant subsequently filed a motion to set aside the dismissal of the appeal; however, such motion has not been scheduled for a hearing.

Movant's Filings in These Chapter 11 Cases

15. On October 14, 2010, Movant filed the Motion seeking to proceed with the North Carolina Case against MLC. (Mot. ¶¶ 1-2.)

16. On October 25, 2010, almost one year after the Bar Date, Movant filed proof of claim number 70481 ("**Movant's Proof of Claim**") in these chapter 11 cases. Movant's Proof of Claim references a pending state court action and appears to relate to her allegations in the North Carolina Case.

The Motion Should Be Denied

**The Automatic Stay Is Fundamental to the Reorganization Process
And Movant Has Failed to Demonstrate Cause for Relief from the Stay**

17. Section 362(a) of the Bankruptcy Code provides in pertinent part that the filing of a bankruptcy petition:

operates as a stay, applicable to all entities, of –

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title

11 U.S.C. § 362(a)(1). “The automatic stay provision of the Bankruptcy Code ... has been described as ‘one of the fundamental debtor protections provided by the bankruptcy laws.’” *Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl Protection*, 474 U.S. 494, 503 (1986)) (quoting S. Rep. No. 95-989 at 54 (1978); H.R. Rep. No. 95-595 at 340 (1977)).

The automatic stay provides the debtor with a “breathing spell” after the commencement of a chapter 11 case, shielding the debtor from creditor harassment at a time when the debtor’s personnel should be focusing on the administration of the chapter 11 case.

Fidelity Mortgage Investors v. Camelia Builders, Inc. (In re Fidelity Mortgage Investors), 550 F.2d 47, 53 (2d Cir. 1976) (Bankruptcy Act case), *cert. denied*, 429 U.S. 1093 (1977). Further, it “prevents creditors from reaching the assets of the debtor’s estate piecemeal and preserves the debtor’s estate so that all creditors and their claims can be assembled in the bankruptcy court for a single organized proceeding.” *AP Indus., Inc. v. SN Phelps & Co. (In re AP Indus., Inc.)*, 117 B.R. 789, 798 (Bankr. S.D.N.Y. 1990).

18. Section 362(d) of the Bankruptcy Code provides that a party may be entitled to relief from the automatic stay under certain circumstances. 11 U.S.C. § 362(d); *In re Eclair Bakery Ltd.*, 255 B.R. 121, 132 (Bankr. S.D.N.Y. 2000).

Specifically, relief from the stay will be granted only where the party seeking relief demonstrates “cause”:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay –

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

11 U.S.C. § 362(d)(1).¹ Section 362(d)(1) does not define “cause.” However, courts in this Circuit have determined that in examining whether cause exists they “must consider the particular circumstances of the case and ascertain what is just to the claimants, the debtor, and the estate.” *City Ins. Co. v. Mego Int’l, Inc. (In re Mego Int’l, Inc.)*, 28 B.R. 324, 326 (Bankr. S.D.N.Y. 1983).

19. The seminal decision in this Circuit on whether cause exists to lift the automatic stay is *Sonnax Industries, Inc. v. Tri Component Products Corp. (In re Sonnax Industries, Inc.)*, 907 F.2d 1280, 1286 (2d Cir. 1990); see *Mazzeo v. Lenhart (In re Mazzeo)*, 167 F.3d 139, 143 (2d Cir. 1999) (vacating District Court order granting stay relief where Bankruptcy Court had not applied *Sonnax* factors, made only sparse factual findings, and ultimately did not provide appellate court “with sufficient information to determine what facts and circumstances specific to the present case the court believed made relief from the automatic stay appropriate.”). In *Sonnax*, the Second Circuit outlined twelve factors to be considered when deciding whether to lift the automatic stay:

- (1) whether relief would result in a partial or complete resolution of the issues;
- (2) lack of any connection with or interference with the bankruptcy case;
- (3) whether the other proceeding involves the debtor as a fiduciary;
- (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action;
- (5) whether the debtor’s insurer has assumed full responsibility for defending it;

¹ Sections 362(d)(2)-(4) of the Bankruptcy Code provide grounds for relief from the stay that are not applicable to the Motion.

- (6) whether the action primarily involves third parties;
- (7) whether litigation in another forum would prejudice the interests of other creditors;
- (8) whether the judgment claim arising from the other action is subject to equitable subordination;
- (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor;
- (10) the interests of judicial economy and the expeditious and economical resolution of litigation;
- (11) whether the parties are ready for trial in the other proceeding; and
- (12) impact of the stay on the parties and the balance of harms.

Sonnax, 907 F.2d at 1286. Only those factors relevant to a particular case need be considered, and the court need not assign them equal weight. *In re Touloumis*, 170 B.R. 825, 828 (Bankr. S.D.N.Y. 1994). The moving party bears the initial burden to demonstrate that cause exists for lifting the stay under the *Sonnax* factors. *Sonnax*, 907 F.2d at 1285. If the movant fails to make an initial showing of cause, the court should deny relief without requiring any showing from the debtor that it is entitled to continued protection. *Id.* Further, the cause demonstrated must be "good cause." *Morgan Guar. Trust Co. v. Hellenic Lines, Ltd.*, 38 B.R. 987, 998 (S.D.N.Y. 1984).

20. Movant fails to meet her burden of establishing good cause for lifting the automatic stay under the *Sonnax* analysis as she does not reference the *Sonnax* factors nor provide any cause for lifting the stay whatsoever. Because Movant cannot meet her burden of establishing cause to lift the stay, the burden does not shift to the Debtors to affirmatively demonstrate that relief from the stay is inappropriate. *Sonnax*, 907 F.2d at

1285. Nevertheless, the *Sonnax* factors relevant to this case plainly weigh against lifting the automatic stay to allow the North Carolina Case to proceed against MLC.

21. The first factor does not support relief from the stay because allowing the North Carolina Case to proceed against MLC would not result in complete resolution of the issues. The North Carolina Case has been dismissed in its entirety as to all defendants. (*See also Sonnax* factor 11). If Movant were allowed relief from the stay she would have to re-file the North Carolina Case as to MLC and it would have to be fully litigated against MLC. Litigation of the North Carolina Case against MLC would be futile for two reasons. First, the issues Movant alleges in the North Carolina Case have already been litigated on their merits and the North Carolina Court has already found that Movant's claims are time barred and/or fail as a matter of law. Second, even if Movant ultimately obtained a judgment against MLC in the North Carolina Case, such judgment would be unenforceable because Movant did not file a timely proof of claim in these chapter 11 cases. Pursuant to the Bar Date Order, the Debtors are thus discharged from any and all indebtedness or liability with respect to Movant's claims.

22. The second and seventh *Sonnax* factors weigh against lifting the automatic stay as well because allowing the North Carolina Case to be re-filed against the Debtors would interfere with these chapter 11 cases and prejudice the interests of other creditors. As this Court has noted previously in denying similar lift stay motions, requiring the Debtors to litigate the North Carolina Case at this juncture in these chapter 11 cases would not only deplete estate resources, thereby prejudicing other creditors, but would also expose the Debtors to having to defend countless other lift stay motions. This would impose a heavy burden on the Debtors' valuable time and scarce resources when

the Debtors' focus should be on, among other things, disposing of their remaining assets in an orderly and value-maximizing manner and proceeding with an organized chapter 11 claims resolution process.

23. The tenth *Sonnax* factor does not support relief from the stay because the interests of judicial economy and the economical resolution of litigation would not be served by allowing Movant to re-litigate the North Carolina Case against MLC. The North Carolina Court already found Movant's claims time barred and/or deficient as a matter of law and any judgment Movant may obtain against MLC on new claims would be unenforceable. Likewise, the twelfth *Sonnax* factor does not support lifting the stay because the burden imposed on the Debtors in terms of the time, financial resources, and attention necessary to defend itself in the North Carolina Case far outweighs any potential gain to Movant in proceeding with the North Carolina Case against the Debtors given that any judgment entered against the Debtors would be unenforceable for failure to file a timely proof of claim. Thus, Movant is not prejudiced in any material respect by maintenance of the automatic stay as to the Debtors and the Court should deny the Motion.

Movant's Objection to the Disclosure Statement Has Been Addressed

24. The Debtors responded to Movant's objection to their Disclosure Statement for the Debtors' Joint Chapter 11 Plan (the "**Disclosure Statement**") in the Debtors' Omnibus Reply to Objections to the Disclosure Statement for Debtors' Joint Chapter 11 Plan (ECF No. 7439), and the Disclosure Statement was conditionally approved by this Court on October 21, 2010. The Disclosure Statement does not need to be amended to address Movant's objection. To the extent Movant is found to have a

valid claim, the Debtors' Joint Chapter 11 Plan provides appropriately for reserves for distribution. Of course, Movant will have to liquidate her claim for appropriate reserves to be established.

CONCLUSION

WHEREFORE the Debtors respectfully request that the Court deny the Motion and the relief requested therein and grant such other and further relief as is just.

Dated: New York, New York
November 11, 2010

/s/ Joseph H. Smolinsky _____
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit A

NORTH CAROLINA)
)
WAKE COUNTY)
)
)
TRACY WOODY,)
)
Plaintiff,)
)
)

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

File No.

ONYX ACCEPTANCE)
CORPORATION, CAPITAL)
ONE AUTO FINANCE, INC.,)
GENERAL MOTORS COMPANY/)
CHEVROLET DIVISION OF GM/)
GENERAL MOTOR CORP.,)
FARM AND RANCH AUTO)
SALES, INC.)

COMPLAINT:
NON MATERIAL DISCLOSURE
VIOLATIONS, TRUTH AND LENDING
ACT, PREDATORY LENDING, FRAUD
MAGNUSON-MOSS WARRANTY ACT,
UNIFORM COMMERCIAL CODE
SUMMARY, FAIR DEBT COLLECTION
PRACTICES ACT, REVOCATION OF
CONTRACT, UNFAIR AND DECEPTIVE
TRADE PRACTICES, LARCENY OF A
MOTOR VEHICLE, FAIR CREDIT
BILLING ACT, FRAUD, PREDATORY
PRACTICES, TRUTH AND
LENDING ACT, NEGLIGENCE, FAIR
CREDIT REPORTING ACT, BREACH OF
CONTRACT, PUNITIVE DAMAGES, &
FAIR CREDIT BILLING ACT

I am requesting that this Honorable Court grant relief from the defendants who made the following violations of the Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a Revocation of contract, Fair Credit Billing Act, Fraud, Fair Debt Collection Practices Act, Unfair and Deceptive Trade Practices Act, Negligence, Non material disclosure violations, Truth and Lending Act ("TILA"), and Predatory Lending Practices based on the following facts:

1. I have a fraud alert on my credit report in which Capital One Auto Finance never called me directly regarding the SUV loan as to whether I applied for the vehicle which is a requirement of the fraud consumer alert protection against all creditors and Fair Credit Reporting Act.

2. Farm and Ranch Auto Sales assured me that the 2003 chevrolet Suburban SUV was in good condition and serviced which is part of the express warranty. Farm and Ranch Auto Sales refused to address the series of defects as they indicated in my response to the Attorney General's Office, Consumer of Protection. It is Negligence on both Capital One Auto Finance subsidiary of Onyx Acceptance Corporation of refusing to address the defects. The Lender is guilty of predatory lending practices since they did not verify if I could pay for the loan and the sales representative at Farm and Ranch Auto Sales was so quick with the transaction I was not asked for any bank statements being self-employed their was not much of any criteria on creditworthiness on whether I could actually pay for the loan and I was rushed out with keys in my hand and that was it. In the UCC code, I did not receive any kind of rescinding form from Farm and Ranch Auto Sales in which is violation of not providing proper material disclosures. General Motors Company as manufacturer is liable for delivery of a vehicle that is defective and non conforming and non performing. The implied warranty is that the SUV was suppose to work for a particular purpose which is conformity and consistency; however, the SUV was nonconforming and inconsistent. Furthermore, immediately after being driven off the lot, the oil had to be changed which indicated that the SUV had not been serviced as stated by the Sales Representative indicated. Farm and Ranch Auto Sales and Onyx Acceptance Corp. is guilty of fraud in that I was defrauded on the good condition of the 2003 SUV was consistently nonconforming and had existing defective problems which included manufactured defects. The SUV turned out to be a heap of expensive

and costly junk. The SUV stranded me and my very young children from infants to younger children since the dealer delivered the defective SUV to me on no less than 6 occasions in various locations such as Clayton, NC, Raleigh, NC, and Salisbury, NC witnessed by Mr. John Tysor, and at a grocery store and along the road witnessed by a family member and senior citizen, Ms. Lillian Woody. I had to get a jump on many occasions, take the battery back to the store, and exchange the battery not having knowledge that the SUV failed to conform due to defects that culminated into the defect of the fuel pump draining the battery and the manufacturers repair defect problem of the fuel tank reading false readings which also contributed to the vehicle cutting off while driving and having to struggle dangerously with the wheel to drift the car on the side of the road. I had to call a wrecker due to the SUV stranding me and my young children and senior citizen family member. Furthermore, the location the SUV was again inoperable was between a visible hill which made the car at high risk of being hit since it was hard to see the vehicle while approaching a hill and very sharp curve. With very little children in the car and a senior citizen as other times being stranded by the SUV while waiting on a wrecker I feared for our safety. With a \$33,687.36 total sale price this SUV should have not had the constant expensive costly problems that have accumulated during the time I had the vehicle. I have had at least 7 used cars with 70,000 miles or more mileage then the SUV for over 4 years each in some 25 year period and I never had a fuel pump go bad in the duration of any of my car purchases which were less than \$12,000 in value; however, the nonconforming SUV with almost 3 times the expense has had a number of

cumulative defective problems which severely impacted its performance. If the vehicle is valued at \$9,000, the \$33,687.36 sale purchase has a misrepresented value on the worth of the SUV when first purchased.

3. On Sunday, April 19, 2009, a towing vehicle hauled the SUV off. It was repossessed as the CAD plus Police Department printout states for 4/19/09 and it was not surrendered. Due to the Bankruptcy Court having jurisdiction on April 22, 2009 case #09-3184 had been properly served on Capital One Auto Finance all action stops from creditors until it has been decided by the Bankruptcy court on the lift of stay and Capital One Auto Finance is guilty of Grand Larceny of a motor vehicle and violation of the Fair Debt Collection Practices Act. The ones towing the vehicle did not identify themselves and they had my personal belongings in the vehicle such as a child required car seat of \$100 value and a locked gas cap paid \$18 while the car was being serviced in January 2009. Through a violation of the Fair Debt Collection Practices Act my account for 6 months activity was told to Mr. John Tysor, who is not an account holder, by the female who was with the group that hauled off the SUV. Mr. John Tysor was told details of my account and he is not an account holder. However, due to the constant cost of nonconformance of the SUV, the cost of expensive repairs added to my severe financial ruin, inability to obtain financing due to receiving higher fees, and bankruptcy. The problems with the SUV has also handicapped my inability to perform work in which travel is a requirement in maintaining homes and meeting consulting customers which has a direct impact on my income; in turn, causes financial ruin and harm not only on my credit but the negative

income and expense in the ability to pay bills. I have reasonable cause to be awarded a revocation of the contract and full refund of all payments and cost of this loan transaction and all cost and expenses of the vehicle according to the Magnuson-Moss Warranty Act and the Uniform Commercial Code Summary of revocation of contract due to the vehicle non performance and defective activity, along with all other relief sought in my Complaint. Due to Capital One Auto Finance and Farm and Ranch Auto Sales selling me a lemon vehicle with an expensive cost of almost \$34,000. The cost of this SUV is a major expense like the value of a home today. The constant stranded, stalled, series of manufactured defects and conditions substantially impaired the value of the SUV to me the consumer at such a high price. The SUV still needs the fuel gauge replaced by the manufacturer, Chevrolet is a division of General Motors Company and engine light came on a few weeks ago and it was attributed to an exhaust check and test to fully repair that problem which would attribute to more of a cost. With the SUV not conforming to its value Farm and Ranch Auto Sales and Capital One Auto Finance violated the Magnuson-Moss Warranty Act and Uniform Commercial Code Summary and thereby a revocation of contract is warranted and necessary. I am also seeking the cost of the battery of \$87.47 and the repair cost of \$538.58 and \$9 towing cost which is an additional \$636.05. Capital One Auto Finance still has possession of the SUV.

4. Capital One Auto Finance never provided proper disclosures that a reduction of \$351.90 was applied to my account and in violation of the Fair Credit Billing Act. This amount was stated by the Bankruptcy Trustee was paid to Capital on my

account. Capital One Auto Finance violated the Fair Credit Billing Act by not providing proper payment disclosures and proper recording to my account in appropriate statement handling and delivery to consumer before the SUV was hauled off. I have not been provided consistent monthly statements since Feb. of 2009 from Capital One Auto Finance. Capital One Auto Finance claimed the contract states a 10.09% APR; however, they claimed to the Bankruptcy Trustee the amount to pay monthly is at a 7% interest rate. I never received any reduced adjustment in payments from Capital One Auto Finance nor any statement of activity regarding this interest rate. The principal amount is disputed. My credit report showed inconsistencies regarding how long the loan should be paid not the 72 month disclosure of the sales contract but a 73 month payment is inaccurate and inconsistent. Article 15 North Carolina Finance Act 1961, c:1053s 53-183; 1957 c1429 s.3; 1961, c:1053 s.1.; 15-164 12 CFR Part 226 Regulation Z) a finance company can not make false statements deceive on representation of rates, terms or conditions of loans and the payments of months of the contract is this fraudulent misrepresentation along with the condition of the SUV which was in fact defective. Fraudulency of the loan from Onyx and Capital One Auto Finance on my credit reports. This unfair and deceptive trade practices overcharge consumers and are not properly disclosed to the consumer from the date of sale onward and during the account activity which is in violation of the Unfair and Deceptive Trade Practices Act and Fair Credit Billing Act and Fair Credit Reporting Act and Truth and Lending Act violations (“TILA”).

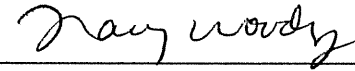
5. Onyx Acceptance Corp was properly served that I was in Bankruptcy and they did not return the SUV nor my materials in the vehicle they repossessed on April 19, 2009 for it in fact was not surrendered. Onyx Acceptance Corp and Capital One are guilty of larceny of a motor vehicle. They violated the Bankruptcy Stay since as of April 24, 2009 from receiving the Bankruptcy notice, they have held the SUV and still have it.

I petition that this Honorable Court:

1. Acknowledges the revocation of the contract, my full refund paid to Capital One Auto Finance of \$8,889.72, reimbursement for the stolen child seat of \$100, locked gas cap of 18, gas I just put in the SUV \$10 in the tank when it was hauled off, 2007 battery and repair purchases mentioned in January 2009 repair bill of \$636.05 which totals 9,653.77 plus cost of using another vehicle while I did not have the SUV in my possession since April 19, 2009 with a cost of renting the car for 5 months at \$300 a month or \$1,500 and counting. Due to the violation of the Fair Debt Collection Practices Act, predatory lending practices, larceny of motor vehicle, Truth and Lending Act, other state and federal statues, and along with punitive damages.
2. All Onyx Acceptance Corp.'s attorney fees and be charged to Defendants due to their state and federal violations.
3. Punitive, breach of contract, treble damages in fraudulency of loan and defective performance of the SUV and the negative affect it has had on my credit reports in violation of the Fair Credit Reporting Act.

4. Onyx Acceptance Corp contract is revoked according to the UCC and Magnuson Warranty Act and due to the manufactured defects of the 2003 Chevrolet Suburban SUV manufactured by Chevrolet which is a division of General Motors Company.

This the 18th day of August, 2009.



Tracy Woody, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Affidavit by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

George R. Bell Sr.
Farm and Ranch Auto Sales, Inc.
4328 Louisburg Rd.
Raleigh, NC 27604

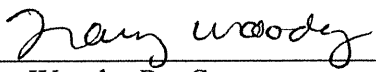
Capital One Auto Finance, Inc.
Capital One Auto Finance Subsidiary Onyx Acceptance Corporation
Registered Agent
327 Hillsborough Street
Raleigh, NC 27603

Onyx Acceptance Corporation
c/o Attorney John C. Bircher III
White & Allen, PA
1319 Commerce Drive
P. O. Drawer U
New Bern, NC 28562

General Motors Company
General Motor Corporation
Registered Agent: 30600 Telegraph Rd., Ste 2345
Bingham Farms, MI 48025

Chevrolet
Division of GM
P. O. B. 33170
Detroit, MI 48232-5170

This 18th day of August, 2009.



Tracy Woody, Pro Se

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Exhibit A	Capital One Auto Finance Subsidy of Onyx Acceptance Corporation certificate of Service receipt on Voluntary Petition and Bankruptcy case #
B	Attorney General Complaint form against dealer and Capital One
C	Farm and Ranch Sales Advertisement
D	Letter received from Capital One Autofinance on terms of contract
E	Repair and costs
F	Retail Installment Sales Contract mentioning 72 months not 73 month payments and Features of SUV
G	Credit Report that was reported by Capital One
H	Police CadPlus Report of SUV being Repossessed
I	Response of Attorney General's Complaint Info
J	Magnuson-Moss Warranty Act, UCC code, and Unfair and Deceptive Trade Practices Act.

United States Bankruptcy Court

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): **Woody Traus, Michele**

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):

All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): **7712**

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):

Street Address of Debtor (No. and Street, City, and State): **114 Huron Dr. Louisburg, NC**

Street Address of Joint Debtor (No. and Street, City, and State):

County of Residence or of the Principal Place of Business: **Franklin**

County of Residence or of the Principal Place of Business:

Mailing Address of Debtor (if different from street address): **4908 Valley Place Raleigh, NC**

Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box.)

Individual (includes Joint Debtors) See Exhibit D on page 2 of this form.

Corporation (includes LLC and LLP)

Partnership

Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box.)

Health Care Business

Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)

Railroad

Stockbroker

Commodity Broker

Clearing Bank

Other

Tax-Exempt Entity (Check box, if applicable.)

Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)

Chapter 7

Chapter 9

Chapter 11

Chapter 12

Chapter 13

Chapter 15 Petition for Recognition of a Foreign Main Proceeding

Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts (Check one box.)

Debts are primarily consumer debts, defined in 11 U.S.C. § 101(3) as "incurred by an individual primarily for a personal, family, or household purpose."

Debts are primarily business debts.

Filing Fee (Check one box.)

Full Filing Fee attached.

Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form JA.

Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form JB.

Chapter 11 Debtors

Check one box:

Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).

Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,100,000.

Check all applicable boxes:

A plan is being filed with this petition.

Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

Debtor estimates that funds will be available for distribution to unsecured creditors

Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors

Estimated Number of Creditors

1-49

50-99

100-199

200-999

1,000-3,000

5,001-10,000

10,001-25,000

25,001-50,000

50,001-100,000

Over 100,000

Estimated Assets

\$0 to \$50,000

\$50,001 to \$100,000

\$100,001 to \$500,000

\$500,001 to \$1 million

\$1,000,001 to \$5 million

\$5,000,001 to \$10 million

\$10,000,001 to \$50 million

\$50,000,001 to \$100 million

\$100,000,001 to \$500 million

\$500,000,001 to \$1 billion

More than \$1 billion

Estimated Liabilities

\$0 to \$50,000

\$50,001 to \$100,000

\$100,001 to \$500,000

\$500,001 to \$1 million

\$1,000,001 to \$5 million

\$5,000,001 to \$10 million

\$10,000,001 to \$50 million

\$50,000,001 to \$100 million

\$100,000,001 to \$500 million

\$500,000,001 to \$1 billion

More than \$1 billion

THIS SPACE IS FOR COURT USE ONLY

FILED

APR 20 2009

STEPHANIE J. EDMONDSON, CLERK

U.S. BANKRUPTCY COURT

EASTERN DISTRICT OF NC

3:10 PM

Exhibit A

Kenne Denny
COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital One auto financing
3901 Dallas Parkway
Plano, TX 75093

Signature *Kenne Denny*
X Agent Addressee

B. Received by (Printed Name)
C. Date of Delivery
4-24-09

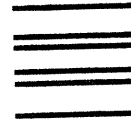
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

APR 24 2009

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7007 2680 0001 8691 0045

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1640

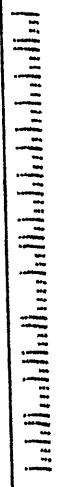


UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Trang Worthy
Mailing address 4908 Valley Place
Raleigh, NC 27604



1333

1st page of letter
signed by
Denny
sent Capital One
for auto financing
on 4/24/09
Capital One

Motor Vehicles Consumer Complaint Form

Please complete this form on your computer, print it and mail it to:

Consumer Protection
Attorney General's Office
9001 Mail Service Center
Raleigh, North Carolina 27699-9001
Telephone: (919) 716-6000
Fax: (919) 716-6050

*File Magnuson - Moss Warranty Act
Uniform Commercial
Code Summary
Revocation of contract*

From:

Your Name(s): _____

Tray Woody

Address: _____

mailing Address: 4908 Valley Place

City: _____

Raleigh, NC

State: NC Zip: 27604

Telephone: Home: 919-344-3118 Business: _____

Dealer or Repair Shop Complained About:

Name: Dealer

Farm & Ranch Auto Sales

Address: _____

4328 Louzbourg Rd.

City: _____

Raleigh

State: NC Zip: 27604

Telephone: 919-876-7284

*Finance Co.
Capital One Auto Finance
3901 N. Dallas Parkway
Plano, TX 75093
1-800-946-0332
P.O. B. 260848
Plano TX 75026-0848*

Is your complaint about (please check one)?

- New car sales practices
- Used car sales practices
- Warranty
- Manufacturing defect
- Repairs
- Financing or leasing?

Did you buy your vehicle: New , Demo , Used

Make, Model & Year: 2003 Suburban Chevrolet

Date of Purchase: 8/1/06

Where Financed (if relevant):

Name:

Capital One Auto Finance

Address:

3901 N. Dallas Parkway / P.O. B. 260848
City: Plano TX 75026-0848

Plano

State: TX Zip: 75093

What does the Consumer Protection Office Do?

The Attorney General's Consumer Protection Office acts to protect the public from unlawful business practices. While we can often assist with the mediation of a dispute, we do not have the authority or resources to act as a lawyer for consumers in individual disputes. We encourage citizens to send us information about suspect business practices because this helps us identify areas for enforcement.

Instructions

Please explain in the space provided. You may use additional sheets, if necessary. We will send a copy of your complaint to the business you are complaining about, so please type or write clearly. Try to brief, but be sure to tell what happened, when it happened, and where it happened.

If this is a vehicle sales problem, please include copies (not originals) of your bill of sale, credit contract and any correspondence relating to the problem. If this is a used car warranty problem, please include a copy of the warranty and describe specifically any oral warranties or promises made about the condition of the car. If this is a repair problem, please include copies of the repair orders or written estimates.

Explanation: This 2003 SUV has mechanical defect ^{problem} from the purchase. Do the car found out during lengthy discussions with the mechanic was to go down (cost) and they did nothing about it.

The 2003 SUV stopped working within a few months of purchasing the vehicle, ^{which I mentioned to Capital One Representative} also the middle seat belt in the 2nd row never worked and this was a major problem with children who were transported regularly who ~~must~~ were required by law to seat in seat belts. The last row would get hotter ^{in the warmer months} because there were no rear and back side windows that could open ^{up} on the car for air. ~~At~~ a child can not sit in the middle row at the middle seat since the seat belt was defective. The child had to sit in the rear. After changing the battery several times, the SUV again stopped working for 6 months last year. Through a thorough discussion with the mechanic I found out that the vehicle had a defective fuel pump which can cause the batteries drain, ^{and after leaving the repair shop and getting stranded again I found out that the fuel pump was defective and has been all this time reporting the wrong} fuel in the tank and the manufacturer has to fix it which also contributed to a non working vehicle. There is also a questions on what do you want the company to do? ^{the contract stating 10.09 interest and then stated to the bankruptcy court 7.70 interest.}

Full refund ^{paid in full} of 25,088.35 of interest payments plus trustee payments of around 467.88 during 1/18/2006 - 6/18/2008 period. ^{the total purchase of \$33,687.36 a major investment that should be free of any defects.} According to the Magnuson-Moss Warranty Act, I do intend to exercise my consumer rights by seeking legal counsel and following up in a law suit. The value of the car being \$33,687.36 and the amounts of interest paid and the \$351.90 amount the Bankruptcy Trustee paid ^{which would have changed the payment and I never receive any of this info in writing from Capital One Auto Finance any, reduced change in payments.}

Capital One Auto Finance. The danger of the car is that it cut off while I was driving down the road and the fuel indicator showed gas was in the tank. There was no yellow indicator light on either. With kids in the car ^{we was the car shut down we could have been seriously injured and we were stranded} just beyond a dangerous curve and ^{where visibility was not clear. Correcting my credit account.} The above statements are true to the best of my knowledge and belief.

Signature: Nancy Woodley Date: 4/10/09

WARNING: Do not e-mail this form. The Consumer Protection Office currently is not equipped to handle substantive matters in this manner.
The other problem is with the sales contract it states 72 months, however, payments totaled 73 months which credit report reflect inconsistency of the loan. I also had a fraud alert on my credit report. However, I was never directly contacted by Capital One to find out if I actually applied for the vehicle.

Exhibit C

PUBLIC NOTICE!

THE AUTO WHOLESALE EXCHANGE

Is In Raleigh, NC

4 BIG DAYS!

PICK A VEHICLE - PICK A PAYMENT

Wednesday
August 16th
9am to 9pm

Thursday
August 17th
9am to 9pm

Friday
August 18th
9am to 9pm

Saturday
August 19th
9am to 9pm

SAVE UP TO
60% OFF

Farm & Ranch Auto Sales
4328 Louisburg Rd., Raleigh, NC

919-876-7286

GET UP TO
\$3000 MORE
FOR YOUR TRADE

ORIGINAL M.S.R.P.
ON HUNDREDS OF
CARS, TRUCKS,
VANS & SUVs!

Has Been Designated The EXCLUSIVE SITE For This INCREDIBLE
AUTOMOTIVE SAVINGS EVENT!

OVER 150 VEHICLES

CASH ALLOWANCE BACK TO THE CUSTOMER UP TO \$2000^{MS}

Used Chryslers, Jeeps, KIA's & Hondas

EVERY MODEL!

DURING THIS AMAZING EVENT!

PAYMENTS AS LOW AS \$99! PER MONTH*



ASK ABOUT NO PAYMENTS FOR 90 DAYS!

LENDERS ON-SITE WITH OVER '20 MILLION TO LOAN!

US Auto Liquidators of NC

This check to be used at Farm & Ranch Auto Sales for the down payment on a used car, truck, van or SUV during August 16th - August 19th, 2006. 11126

DATE August 16th, 2006

PAY TO THE ORDER OF

Farm & Ranch Auto Sales in Raleigh, NC

\$ **599.11**

Five Hundred Ninety Nine Dollars and 11/100

DOLLARS

FOR To be used for the purchase of a vehicle only at Farm & Ranch Auto Sales

NOT REDEEMABLE FOR CASH

*plus tax, tag and \$299.50 doc fee with approved credit and subject to acceptable lender approval. Example based on '01 Chevy Cavalier P2625, sale price: \$5,000 or \$19 down and \$99 per month for 60 months @ 6% a.p.r. subject to acceptable lender approval. The amount of down payment is determined by customer's credit-worthiness and may require a larger equity position. All bankruptcies must be disclosed.

CapitalOne | auto financeSM

Exhibit D

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY
1322 HOLMAN STREET
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLE will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date

The address for your payment is:

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323
Loan Type Number: 1001
Maturity date: 09/03/12
Payment Amount: \$467.88
Annual Percentage Rate: 10.09%

73 mos

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.



Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

Account # 4840231000 Customer TRACE WOODY Transaction Types ALL Transaction Level ALL From 08/02/2006 To 08/21/2008

Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
08/02/2008	002	.00	.00	5.00	20,131.18	08/02/2008	46	L		.00	.00	.00000	****
07/03/2008	005	.00	.00	5.00	20,131.18	07/03/2008	46	L		.00	.00	.00000	****
06/02/2008	007	.00	.00	5.00	20,131.18	06/02/2008	46	L		.00	.00	.00000	****
05/03/2008	008	16.74	.00	.00	20,430.10	05/03/2008	30	S		.00	.00	.00000	****
05/03/2008	009	168.96	298.92	.00	20,131.18	05/03/2008	30	A		.00	467.88	.00000	ACHP
04/03/2008	009	17.55	.00	.00	20,720.89	04/03/2008	30	S		.00	.00	.00000	****
04/03/2008	001	177.09	290.79	.00	20,430.10	04/03/2008	30	A		.00	467.88	.00000	ACHP
04/02/2008	008	.00	.00	5.00	20,720.89	04/02/2008	46	L		.00	.00	.00000	****
03/03/2008	009	17.22	.00	.00	21,014.97	03/03/2008	30	S		.00	.00	.00000	****
03/03/2008	001	173.80	294.08	.00	20,720.89	03/03/2008	30	A		.00	467.88	.00000	ACHP
02/02/2008	001	26.68	.00	.00	21,213.61	02/02/2008	30	S		.00	.00	.00000	****
02/02/2008	002	269.24	198.64	.00	21,014.97	02/02/2008	30	A		.00	467.88	.00000	ACHP
12/18/2007	007	18.25	.00	.00	21,497.26	12/18/2007	30	S		.00	.00	.00000	****
12/18/2007	008	184.23	283.65	.00	21,213.61	12/18/2007	30	A		.00	467.88	.00000	ACHP
11/17/2007	001	17.90	.00	.00	21,784.48	11/17/2007	30	S		.00	.00	.00000	****
11/17/2007	002	180.66	287.22	.00	21,497.26	11/17/2007	30	A		.00	467.88	.00000	ACHP
10/18/2007	005	183.02	284.86	.00	21,784.48	10/18/2007	30	A		.00	467.88	.00000	ACHP
09/18/2007	009	197.62	270.26	.00	22,069.34	09/18/2007	30	A		.00	467.88	.00000	ACHP
08/17/2007	003	.62	.00	.00	22,613.69	08/17/2007	30	S		.00	.00	.00000	****
08/17/2007	004	193.79	274.09	.00	22,339.60	08/17/2007	30	A		.00	467.88	.00000	ACHP
07/17/2007	006	18.19	.00	.00	22,898.00	07/17/2007	30	S		.00	.00	.00000	****
07/17/2007	007	183.57	284.31	.00	22,613.69	07/17/2007	30	A		.00	467.88	.00000	ACHP
06/18/2007	008	25.95	.00	.00	23,104.02	06/18/2007	30	S		.00	.00	.00000	****
06/18/2007	009	261.86	206.02	.00	22,898.00	06/18/2007	30	A		.00	467.88	.00000	ACHP
05/08/2007	002	21.75	.00	.00	23,352.42	05/08/2007	30	S		.00	.00	.00000	****
05/08/2007	003	219.48	248.40	.00	23,104.02	05/08/2007	30	A		.00	467.88	.00000	ACHP
04/04/2007	005	21.98	.00	.00	23,598.50	04/04/2007	30	S		.00	.00	.00000	****
04/04/2007	006	221.80	246.08	.00	23,352.42	04/04/2007	30	A		.00	467.88	.00000	ACHP
03/01/2007	008	17.02	.00	.00	23,894.64	03/01/2007	30	S		.00	.00	.00000	****
03/01/2007	009	171.74	296.14	.00	23,598.50	03/01/2007	30	A		.00	467.88	.00000	ACHP
02/03/2007	008	24.44	.00	.00	24,115.85	02/03/2007	30	S		.00	.00	.00000	****
02/03/2007	009	246.67	221.21	.00	23,894.64	02/03/2007	30	A		.00	467.88	.00000	ACHP
12/28/2006	002	16.05	.00	.00	24,421.71	12/28/2006	30	S		.00	.00	.00000	****

Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

Account # 46005211001													
Borrower TRACY WOODY													
Transaction Type: ALL Transaction Level: ALL From: 08/02/2006 To: 08/21/2008													
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
12/28/2006	003	162.02	305.86	.00	24,115.85	12/28/2006	30	A		.00	467.88	.00000	ACHP
12/04/2006	001	21.63	.00	.00	24,671.34	12/04/2006	30	S		.00	.00	.00000	****
12/04/2006	002	218.25	249.63	.00	24,421.71	12/04/2006	30	A		.00	467.88	.00000	ACHP
11/02/2006	005	21.16	.00	.00	24,925.62	11/02/2006	30	S		.00	.00	.00000	****
11/02/2006	006	213.60	254.28	.00	24,671.34	11/02/2006	30	A		.00	467.88	.00000	ACHP
10/02/2006	009	50.24	.00	.00	25,088.35	10/02/2006	30	S		.00	.00	.00000	****
10/02/2006	001	305.15	162.73	.00	24,925.62	10/02/2006	30	A		.00	467.88	.00000	ACHP

Exhibit K

BUILT

AMOUNT

285-
1895

FIVE POINTS SERVICE CENTER
1647 GLENWOOD AVE.
RALLIGH, NC 27608

(919) 834-8539

421 267341986
FIVE POINTS SERVICE
1647 GLENWOOD AVE.
RALLIGH, NC 27608
919-834-8539

PERCENT 826 600000777 9 001
DATE 01/09 05:57

INVOICE # 101720
SALES # 1113 XXXX73996
VISA

MP # 13
SALES # 154
AUTH # 617384

SALE \$ 548.58

I AGREE TO PAY THE ABOVE
TOTAL AMOUNT ACCORDING
TO CARD ISSUER AGREEMENT

SIGNATURE

TOP CARD - MERCHANT BOTTOM - CARD HOLDER

PLO
1/28/09

NAME		TRACY WOOD		DELIVERY	TIME
ADDRESS				YES <input type="checkbox"/>	AM
CITY				NO <input type="checkbox"/>	TIME
BILL TO				YEAR	MAKE
ADDRESS				63	CHEV
PHONE WHEN READY		RES. PHONE	BUS. PHONE	LICENSE	80
YES <input type="checkbox"/>	NO <input type="checkbox"/>		343-3418	SPEEDOMETER	WASH
OPER. NO.		REPAIR ORDER - LABOR INSTRUCTIONS			
30395		LABOR & PARTS WILL TAKE PER MEXEL & RAINBOW TAKE / PARTS THAT WAS DATED SHIP DATE of 1/07 WAS A 3 YEAR FRAG REPLACEMENT / WAS			
		NOTE: WILL WORK A LITTLE OFF REAL ABOVE & WILL ADJUST.			
TOTAL FOR LABOR PERFORM					

Any warranty on the products sold hereby are those made by the manufacturer. The se hereby expressly disclaims all warranties, either express or implied, including any impl or fitness for a particular purpose, and neither assumes nor authorizes any other persc in connection with the sale of said products.

QTY.	GAS, OIL AND ATF	PRICE	BILLING INFO.	INTERNAL	
				ACCT.	COB
	GALS. GAS @		<input type="checkbox"/> CASH		
	QTS. OIL @		<input type="checkbox"/> CHARGE		
	QTS. ATF @		<input type="checkbox"/> INTERNAL		
TOTAL - GAS, OIL AND ATF			OK'D BY		

Replaced parts will be returned if you request them when the repairs are ordered. (You may inspect those parts which must be returned to the manufacturer).
Replaced Parts Requested By Customer (Please Check) Yes No

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

AUTHORIZED BY _____ DATE ____/____/____

WHITE - C
YELLOW

DE - N - NEW U - USED R - REBUILT

PART NO. OR DESCRIPTION

AMOUNT

1 FULL PUMP MOTOR 285-
1 VAL FILLER 1895

ADDITIONAL PARTS FROM REVERSE SIDE OF SHOP COPY

TOTAL PARTS 303.95

ESTIMATE OF LABOR AT THIS ADDRESS

SUBLET REPAIRS:

TOTAL SUBLET REPAIRS

TOTAL ESTIMATE AMOUNT INCLUDES PARTS, ACCESSORIES OUR LABOR AND SUBLET REPAIRS

TIME DATE BY

ADDL. AUTH. AMT.

ADDL. AUTH. AMT.

ADDL. AUTH. AMT.

TOTAL ESTIMATE

VEHICLE SERVICE CENTER
447 CINDY ROAD
IRVING, TX 75039
(919) 564-0700

(919) 564-0700

NAME: TONY WOOD

ADDRESS

CITY

BILL TO

ADDRESS

PHONE WHEN READY

RES. PHONE

BUS./PHONE

OPEN NO.

REPAIR ORDER LABOR INSTRUCTIONS

INTERNAL LABOR CHARGE

DELIVERY YES NO

TIME RECEIVED AM PM

TIME PROMISED AM PM

YEAR MAKE MODEL

LICENSE

SPEEDOMETER

MOTOR NO.

DATE: 11/27/03
WRITTEN BY: [Signature]
LABOR CHARGE: 200

29005

LABOR & MATERIAL WILL TAKE 200 PER HOUR
MOTOR & MATERIAL WILL TAKE 1 HOUR EACH
TOTAL WORK DATED SINCE DATE 8/1/03 THE SERVICE
THAT HAS A 3 YEAR FULL WARRANTY / MILLMAN SERVICE

NOTE: THIS WORK A LOT OF READS A CUTTING
ABOVE & BEYOND THAT.

TOTAL FOR LABOR PERFORMED AT THIS ADDRESS

"Any warranty on the product sold hereby are those made by the manufacturer. The seller (above named Dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products."

REPLACED PARTS REQUESTED BY CUSTOMER (Please Check) Yes No

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

REPLACED PARTS WILL BE RETURNED IF YOU REQUEST THEM WHEN THE REPAIRS ARE ORDERED. (You may inspect those parts which must be returned to the manufacturer.)

OK'D BY

TOTAL - GAS, OIL AND ATF

GAS, OIL AND ATF

QTY. GAS, OIL AND ATF

QTS. OIL @

QTS. ATF @

PRICE

BILLING INFO.

CASH

CHARGE

INTERNAL

ESTIMATE CHARGE

SUBLET REPAIRS

TOTAL PARTS

SALES TAX	21.43
TOTAL AMOUNT	530.58
SALES TAX	21.43
TOTAL AMOUNT	530.58

PD
1/28/03

WHITE - Office Copy
YELLOW - Customer's Invoice
PINK - Estimate
TAG - Shop Copy

11/27/03



1528 Mechanical Blvd.
 Garner, NC 27529
 (919) 835-0705
 Fax: (919) 662-0826
 www.eastcoasttowing.net

TOWING SERVICE

313046

2/12/09

B
I
L
L
T
O

woody

1500

CASH
 CHARGE
 ON ACCOUNT

DATE	2/12/09	TIME	2:00	REQUESTED BY	TJA/A
OWNER	woody				
YEAR	02	MAKE/MODEL/COLOR	SUB 1500 BLK		TAG #
VIN					MILEAGE BEFORE TOWING
LOCATION OF VEHICLE	Buffalo		TOWED TO Greensboro		
MILEAGE		SERVICE TIME		EXTRA TIME	
FINISH	FINISH		FINISH		
START	START		START		
TOTAL	6	TOTAL		TOTAL	

VEHICLE WILL NOT BE RELEASED UNTIL WRECKER SERVICE IS PAID

REMARKS:

1677B

(Signature)

ck # 1050

MILEAGE CHG.	
TOWING CHG.	9 00
LABOR CHG.	
STORAGE CHG.	
2nd TOW	

SIGNATURE OF CAR OWNER OR AGENT

DATE 2/12/09

SIGNATURE OF TOW OPERATOR

DATE

TOTAL 9 00

walmart *

Save money. Live better.

SUPERCENTER
WE SELL FOR LESS
MANAGER STACEY TREADWAY
1725 NEW HOPE CHURCH ROAD
RALEIGH, NC
ST# 2058 OP# 00002848 TE# 95 TR# 08654

*****	EXCHANGE SLIP	*****
MAXX-75N	068113107881 D	72.94-X
BATT CORE FE	068113107867	9.00-T
MAXX-75N	068113107881	72.94 X
BATT CORE FE	068113107867	9.00 T
	SUBTOTAL	0.00
	TOTAL	0.00
	CASH TEND	0.00
	CHANGE DUE	0.00

SUMMARY	NET REFUND ITEMS	81.94-
	NET EXCH/SALE ITEMS	81.94
	TOTAL TAX	5.53
	MDSE TOTAL	87.47

ITEMS SOLD 2

TC# 8006 3694 3010 1268 6923



*****SAVE RECEIPT*****
* RETURN OLD BATTERY FOR PROPER *
RECYCLING AND REFUND OF BATTERY
* DEPOSIT WITH THIS RECEIPT *

Get real-world money-saving tips and
ideas at walmart.com/connectandshare
01/28/09 16:04:16

1/30/09

WE REMOVED A BATTERY
FOR MRS WOODY THAT HAD
A MFG DATE OF ~~12/10/06~~ DEC/06
A SHIP DATE OF 01/07
THE LABEL STATED 3 YEAR

FAIR REPLACEMENT



Capital One® | auto financeSM

Reference #: 0000955701
4030019

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY
1322 HOLMAN STREET
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLET will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date.

The address for your payment is:

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323
Loan Type Number: 1001
Maturity date: 09/03/12
Payment Amount: \$467.88
Annual Percentage Rate: 10.09%

cont 1001-01
73 mos.

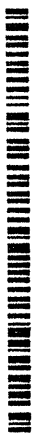
As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

0-1



FARM & RANCH AUTO SALES, INC.



4328 Louisburg Rd.
Raleigh, NC 27604
(919) 876-7286

08 9/2/006
Date

TRACY MILNER
Buyer's Name
1322 HOLMAN ST
Street Address
RALEIGH WAKE
City County State Zip
919-828-1568
Res. Phone
919-349-3418
Bus. Phone

PLEASE ENTER MY ORDER FOR THE FOLLOWING
 NEW or USED CAR or TRUCK

YEAR 2003	MAKE Chevrolet	MODEL	DOORS Subur	COLOR	
SERIAL NUMBER 3CNEC16ZX3G268568	STOCK NO.		SALESMAN STEVE	DEAL NO.	
INSURANCE COVERAGE					
NAME OF INSURANCE CO. FRIE INSURANCE					
NAME OF AGENCY					
ADDRESS OF AGENCY					
PHONE NO. OF AGENCY 919-87					
NAME OF PERSON TO CONTACT (AGENT)					
POLICY NUMBER 0080120967					
DESCRIPTION OF TRADE IN					
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER	DESCRIPTION OF SECOND TRADE IN				
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER	PAY OFF INFORMATION				
LENDER					
ADDRESS					
PERSON TO CONTACT		PHONE NUMBER ()			
AMOUNT		VERIFIED BY			
GOOD N/A UNTIL					

CASH PRICE OF CAR	23995.00
MILEAGE	52106
CASH PRICE	23995.00
* CUSTOMER SERVICES	299.50
TAX	719.85
REGISTRATION/TITLE LICENSE PROCUREMENT FEE	74.00
1. TOTAL CASH PRICE DELIVERED	25088.35
2. CASH DOWN PAYMENT	
DEPOSIT ON ORDER	N/A
CASH ON DELIVERY	N/A
3. TRADE IN	
LESS BALANCE OWING TO	N/A
4. TOTAL DOWN PAYMENT (2+3)	N/A
5. UNPAID BALANCE OF CASH PRICE (1-4)	25088.35
6. OTHER CHARGES	
INSURANCE	N/A
	N/A
7. UNPAID BALANCE (AMOUNT FINANCED) (5+6)	25088.35

FOR USED CARS ONLY

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

MOST LENDERS REQUIRE 25% DOWN

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side of this Order, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL APPROVED BY THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his exclusion of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

and that THIS ORDER SHALL NOT BECOME BINDING UNTIL APPROVED BY THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his exclusion of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT**

Exhibit A

Dealer Number _____ Contract Number _____

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) TRACY MICHELLE WOODY 1322 HOLMAN ST RALEIGH, NC 27601- WAKE	Creditor - Seller (Name and Address) FARM & RANCH AUTO SALES INC 4328 LOUISBURG ROAD RALEIGH NC 27604-
---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNRC162X3G250508	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$.00 is \$ 33687.36

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	467.88	Monthly beginning 10/03/2006

Or As Follows: _____

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$ 6.00.

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

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

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

~~Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us.~~ You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

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

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Premium:
 Credit Life \$ N/A
 Credit Disability \$ N/A

Insurance Company Name _____
 Home Office Address _____

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>719.85</u> sales tax)	\$ <u>24714.85</u> (1)
2 Total Downpayment =	
Trade-in	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>.00</u>
+ Cash	\$ <u>N/A</u>
+ Other	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4H below)	\$ <u>.00</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>24714.85</u> (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance	
Company or Companies:	
Life \$ <u>N/A</u>	
Disability \$ <u>N/A</u>	\$ <u>N/A</u>

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

N/A Type of Insurance N/A Term
 Premium \$ N/A
 Insurance Company Name _____

C Other Insurance Paid to the Insurance Company	\$	N/A
D Official Fees Paid to Government Agencies	\$	N/A
E Government Taxes Not Included in Cash Price	\$	N/A
F Government License and/or Registration Fees LIC: PAUL	\$	34.00
G Government Certificate of Title Fees	\$	10.00
H Other Charges (Seller must identify who is paid and describe purpose)		
to _____ for Prior Credit or Lease Balance	\$	N/A
to _____ for _____	\$	N/A
to FARM & RANCH for DOC FEE	\$	299.50
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	(4)
5 Amount Financed (3 + 4)	\$	25088.35 (5)

Home Office Address _____
 I want the insurance checked above.
 Buyer Signature _____ Date _____
 Co-Buyer Signature _____ Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

OPTION: You pay no finance charge if the amount financed, Item 5, is paid in full on or before N/A, Year ____ . SELLERS INITIALS _____

NO COOLING OFF PERIOD
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs _____
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs _____ Date 08/19/06 Co-Buyer Signs _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here _____ Address 4328 LOUISBURG BOA RALEIGH NC 27604
 Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By _____ Title _____

Seller assigns its interest in this contract to ONYX ACCEPTANCE COMP (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse
 Seller _____ By _____ Title _____



CHEVROLET

Division of General Motors Corporation

MANUFACTURER'S SUGGESTED RETAIL PRICE

\$36,830.00

STANDARD VEHICLE PRICE
Options Installed by Manufacturer

- SUBURBAN LT PREFERRED EQUIPMENT 4,130.00
- GROUP:
- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- * STEERING WHL MOUNTED CONTROL 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

NO CHARG
NO CHARG
NO CHARG
NO CHARG
NO CHARG

4,130.00

TOTAL OPTIONS

\$40,960.00

TOTAL VEHICLE & OPTIONS
REGISTRATION CHARGE 815.00

EXTERIOR DK GRAY METALLIC

INTERIOR GRAY TRIM

VORTEC 5300 V8 FLEX FUEL ENGINE

4-SPD AUTOMATIC TRANSMISSION

STANDARD EQUIPMENT

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND

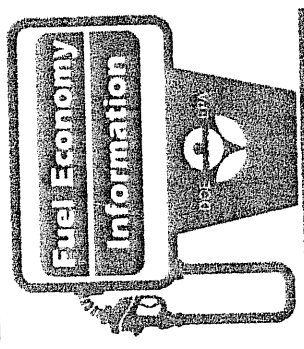
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STIEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP
- POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

GASOLINE CITY MPG

14

FLEXIBLE FUEL*



GASOLINE HIGHWAY MPG

18

Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between

11 and 17 mpg in the city

and between

15 and 21 mpg on the highway.

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage.

ETHANOL (E85) fuel usage will yield different values. See the free Fuel Economy

- 2003 C1500 SUBURBAN 2WD
- 5.3 LITER V8 ENGINE
- FUEL INJECTION, AUTOMATIC
- 4 SPD ELECTRONIC TRANS
- CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

THE MOST DEPENDABLE, LONGEST-LASTING TRUCKS.
CHEVY TRUCKS



Division of General Motors Corporation

SUBURBAN 1500 - 2WD

C 5300 V8 FUEL ENGINE

EXTERIOR

DK GRAY METALLIC

AUTOMATIC TRANSMISSION

INTERIOR

GRAY TRIM

STANDARD EQUIPMENT

Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- L LEVEL FRONT DRIVER & RT PASSENGER AIR BAG WITH IT PASSENGER SENSING SYSTEM
- HEEL DISC BRAKES WITH ABS
- REAR DOOR LOCKS WITH KEY FOB TIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- GRATED SAFETY BELTS
- FT DETERRANT IGNITION
- DPROOF REAR DOOR LOCKS
- REAR LOCKOUT PREVENTION LAMPS
- CONVENIENCE FEATURES
- REDUCTIBLE BUMPER-BUMPER
- 100/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- REAR WINDOWS
- FRONT DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- ZONE MANUAL AIR COND

- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR MOUNTED DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP
- POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

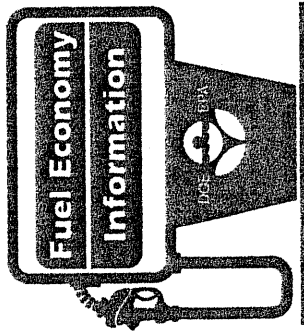
**GASOLINE
CITY MPG**

14

FLEXIBLE FUEL*

**GASOLINE
HIGHWAY MPG**

18



age will vary with driving conditions, city and vehicle. Results reported to EPA that the majority with these estimates are between

mpg in the city between

- 2003 C1500 SUBURBAN 2WD
- 5.3 LITER V8 ENGINE
- FUEL INJECTION, AUTOMATIC
- 4 SPD ELECTRONIC TRANS
- CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage. FTHANOL (E85) fuel usage.

STANDARD VEHICLE PRICE

Options Installed by Manufacturer

MANUFACTURERS SUGGESTED RETAIL PRICE

\$36,830.00

SUBURBAN LT PREFERRED EQUIPMENT GROUP: 4,130.00

- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY
- INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- * STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE

4,130.00

TOTAL OPTIONS

STANDARD EQUIPMENT

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRNT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND

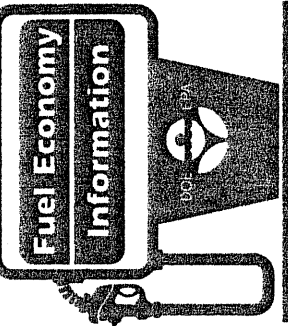
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAIL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer

GASOLINE CITY MPG

14

FLEXIBLE FUEL* GASOLINE HIGHWAY MPG



18

Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 11 and 17 mpg in the city and between 15 and 21 mpg on the highway.

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 21 mpg city and 13 to 31 mpg highway. All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E85) fuel usage will yield different values See the free Fuel Economy Guide for information on ETHANOL (E85).

2003 C1500 SUBURBAN 2WD
5.3 LITER V8 ENGINE
FUEL INJECTION, AUTOMATIC
4 SPD ELECTRONIC TRANS
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

***This vehicle operates on REGULAR GASOLINE and ETHANOL (E85).**

www.fueleconomy.gov

DEALER TO WHOM DELIVERED HENDRICK CHEVROLET-HUMMER
100 AUTO MALL DR
CARV NC 27614

FINAL ASSEMBLY GTO, MEX

ORDER NO GBQKQD
MODEL NO CC15906

STANDARD VEHICLE PRICE
Options Installed by Manufacturer

\$36, £

- SUBURBAN LT PREFERRED EQUIPMENT GROUP: 4,
- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUNDED CONTROL
- * STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

TOTAL OPTIONS

4, 1

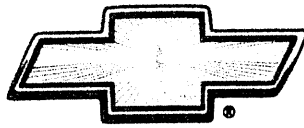
TOTAL VEHICLE & OPTIONS \$40, 9

DESTINATION CHARGE 8

TOTAL VEHICLE PRICE* \$41, 7

www.chevrolet.com

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above. Total price as shown.



The Most Dependable, Longest-Lasting Trucks.

CHEVY TRUCKS

EXTERIOR DK GRAY METALLIC
INTERIOR GRAY TRIM

Division of General Motors Corporation



MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$36,830.00
Options Installed by Manufacturer

SUBURBAN LT PREFERRED EQUIPMENT 4,130.00
GROUP:

- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- * STEERING WHL MOUNTED CONTROL

7000 LBS GVW RATING NO CHARGE
 FEDERAL/NY/VT EMISSIONS NO CHARGE
 REAR AXLE - 3.73 RATIO NO CHARGE
 P265/70R16 BW TIRES NO CHARGE
 CARGO DOORS NO CHARGE

TOTAL OPTIONS 4,130.00

TOTAL VEHICLE & OPTIONS \$40,960.00
DESTINATION CHARGE 815.00
TOTAL VEHICLE PRICE* \$41,775.00

CHARGE in the Standard Vehicle Price Shown at Right

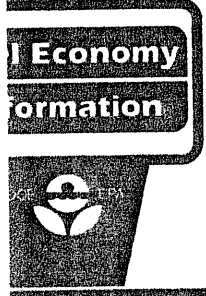
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

FUEL ECONOMY GUIDE available at the dealer

BLE FUEL*

**GASOLINE
HIGHWAY MPG**

18



For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E85) fuel usage will yield different values. See the free Fuel Economy Guide for information on ETHANOL (E85).

SUBURBAN 2WD
ENGINE
ON, AUTOMATIC
RONIC TRANS
EEDBACK FUEL SYSTEM

ANNUAL FUEL COST: \$1551

ILAR GASOLINE and ETHANOL (E85).

efuelconomy.gov

www.chevrolet.com

FINAL ASSEMBLY GTO. MEX

ORDER NO GBQKQD
MODEL NO CC15906
SALES CODE E
DEALER NO 16-153

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above, local taxes or license fees.
10335604 ©2002 General Motors Corporation.

DI

I 3GNFC167Y3G268568

004405000

Exhibit A

Dispatch Inquiry
06/04/09 10:15

CADPlus
By EDS, Inc.

Printed By: MBG3004

Agency :	CClass :	Area :
Begin : 01/01/09 00:00:00	Neigh :	Beat :
End : 06/04/09 10:14:03	Distrct :	Zone :
Status :	Group :	Unit :
Recvd :	Officer :	
Busness:		Address: 4720**VALLEY STREAM*DR*

Report	Address	Dispatch ID	Officer	Date	Time	Dsp	Call Class
1	4720	VALLEY STREA	WINKLE, M	03/21	20:30	C	SECURITY CHECK
2	4720	VALLEY STREA	VENISHEL,	03/24	16:45	C	SUSPICIOUS VEHICLE
3 P09038589	4720	VALLEY STREA	MACARIO,	03/27	10:32	CX	TALK WITH OFFICER
4	4720	VALLEY STREA	MACARIO,	03/28	14:57	C	FOLLOW-UP INVESTIG
5	4720	VALLEY STREA	OGDEN, C.	04/01	14:25	E	SUSPICIOUS VEHICLE
6	4720	VALLEY STREA		04/19	18:40	REPO	REPO

1
Capitalone
repossession



Capital One, N.A.
PO Box 85870
Richmond, VA 23285-5870

May 14, 2009

Jessica Heironimus
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

File No. 0905567
Our Case No. 10000792208900

Dear Ms. Heironimus:

I am writing in regards to the complaint that was filed with your office by Ms. Tracy Woody. We appreciate you bringing this matter to our attention. We take great care to ensure that important matters such as these are appropriately addressed.

As we understand her complaint, she purchased a 2003 SUV in August of 2008, using Capital One Auto Finance ("COAF") as her lender. Within four months of her purchase, she began to experience multiple mechanical difficulties with the SUV. In addition, she mentions multiple discrepancies with her loan contract and application process. These are noted below:

1. COAF advised the Bankruptcy court that her annual percentage rate was 7.00%, when her contract indicates a 10.09% rate.
2. Sales contract term is 72 months but her payments total 73
3. She states that she had a Consumer Fraud Alert on her credit report at the time of her application, but COAF did not contact her before the loan was opened to confirm she was the applicant

As a result of the above stated discrepancies and the vehicles mechanical issues, she is asking that COAF agree to waive the remaining balance on her auto loan and reimburse her for all of her payments.

Ms. Heironimus, first and foremost, we certainly regret to hear of any mechanical difficulties Ms. Woody may be experiencing with her vehicle. We have reviewed her contract and our records do not indicate that she obtained a service warranty at the time of her purchase. Please understand that COAF does not guarantee the condition of the vehicle, and it is her responsibility to have the necessary inspections completed prior to her purchase. In addition, please find our response to her above listed concerns below:

1. We recommend that she speak with her trustee for any Bankruptcy concerns she may have. Our contract indicates a rate of 10.09%.
2. We have confirmed that her contract (Copy enclosed) indicates her term is 72 months; however, please see the paragraph labeled Finance Charge and Payments, section b, which states:

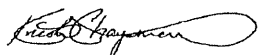
"Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment."

3. Please note that our policy is to contact and properly verify that a consumer truly submitted an application prior to proceeding with a complete approval if there is a Consumer Fraud Alert on their credit report.

We did not find any errors in the servicing of this loan. As a result, we are unable to honor her request to waive the remaining balance on her loan, or reimburse her for all monthly payments.

We regret any inconvenience this matter may have caused Ms. Woody. If you have additional questions, please contact me at 972-295-1655.

Sincerely,



Krista Chapman
On behalf of Capital One, N.A.

Enclosure

cc:
Tracy Woody
4908 Valley Place
Raleigh, NC 27604

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT

2004310

Dealer Number Contract Number

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)
TRACY-NICHELLE WOODY
1322 HOLMAN ST
RALEIGH, NC 27601- WAKE
Creditor - Seller (Name and Address)
FARM & RANCH AUTO SALES INC
4328 LOUISBURG ROAD
RALEIGH NC 27604-

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Table with columns: New/Used, Year, Make and Model, Vehicle Identification Number, Primary Use For Which Purchased. Includes details for a 2003 Chevrolet with VIN 3GNBC16ZX3G268568.

FEDERAL TRUTH-IN-LENDING DISCLOSURES table showing Annual Percentage Rate (10.09%), Finance Charge (\$8599.01), Amount Financed (\$25088.35), Total of Payments (\$33687.36), and Total Sale Price (\$33687.36).

Your Payment Schedule Will Be: Number of Payments (72), Amount of Payments (\$467.88), When Payments Are Due (Monthly beginning 10/03/2006). Includes sections for Late Charge and Prepayment.

ITEMIZATION OF AMOUNT FINANCED table listing 1. Cash Price (\$719.85), 2. Total Downpayment (\$24714.85), 3. Unpaid Balance of Cash Price (\$24714.85), 4. Other Charges, and 5. Amount Financed (\$25088.35).

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked below.

Check the insurance you want and sign below: Optional Credit Insurance. Includes checkboxes for Credit Life, Credit Disability, and Insurance Company Name.

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process.

Other Insurance section with checkboxes for N/A and terms, including Buyer and Co-Buyer signatures.

Returned Check Charge: You agree to pay a charge of \$25.00 if any check you give us is dishonored.

VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft).

OPTION: You pay no finance charge if the amount financed, item 5, is paid in full on or before N/A, Year, SELLER'S INITIALS

NO COOLING OFF PERIOD. State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it.

Buyer Signs X Tracy Woody Date 08/19/06 Co-Buyer Signs X Date. Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt.

Other owner signs here X Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By X Title Corp.

Seller assigns its interest in this contract to KONYX ACCEPTANCE CORP. Assigned with recourse FARM & RANCH AUTO SALES INC.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
 - You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 - This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.**
 - You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract.
 - If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

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

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

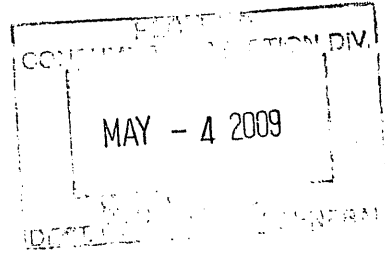
5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law. Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

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

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

Farm and Ranch Auto Sales, Inc.
4328 Louisburg Road
Raleigh, NC 27604
(919)876-7286



State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Re: File No. 0905567
Tracy Woody

Attn: Jessica Heironimus

April 27, 2009

Ms. Heironimus,

I am in receipt of the above complaint. Unfortunately, a response is difficult because the complaint itself is not legible. I can however respond that this vehicle was purchased 8-19-06 with 52,106 miles at the time of delivery. The vehicle was sold with a 60 day or 2000 mile warranty. This time frame and mileage has expired. This customer is lodging a complaint 32 months after the purchase of a vehicle that now has over 80,000 miles on it. We feel the complaint is invalid and should be closed. If I can be of further assistance, please feel free to contact me.

Thank you,
Michael B. Colley

General Manager

manufacturer written notice of his intent to bring an action against the manufacturer at least 10 days prior to filing such suit. Nothing in this section shall prevent a manufacturer from requiring a consumer to utilize an informal settlement procedure prior to litigation if that procedure substantially complies in design and operation with the Magnuson-Moss Warranty Act, 15 USC § 2301 et seq., and regulations promulgated thereunder, and that requirement is written clearly and conspicuously, in the written warranty and any warranty instructions provided to the consumer. (1987, c. 385.)

§ 20-351.8. Remedies.

In any action brought under this Article, the court may grant as relief:

A permanent or temporary injunction or other equitable relief as the court deems just;

Monetary damages to the injured consumer in the amount fixed by the verdict. Such damages shall be trebled upon a finding that the manufacturer unreasonably refused to comply with G.S. 20-351.2 or G.S. 20-351.3. The jury may consider as damages all items listed for refund under G.S. 20-351.3;

A reasonable attorney's fee for the attorney of the prevailing party, payable by the losing party, upon a finding by the court that: a. The manufacturer unreasonably failed or refused to fully resolve the matter which constitutes the basis of such action; or b. The party instituting the action knew, or should have known, the action was frivolous and malicious. (1987, c. 385.)

§ 20-351.9. Dealership liability.

No authorized dealer shall be held liable by the manufacturer for any refunds or vehicle replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner substantially inconsistent with the manufacturers' instructions. This Article does not create any cause of action by a consumer against an authorized dealer. (1987, c. 385.)

§ 20-351.10. Preservation of other remedies.

This Article does not limit the rights or remedies which are otherwise available to a consumer under any other law. (1987, c. 385.)

The Magnuson-Moss Warranty Act

The Magnuson-Moss Warranty Act is a Federal Law that protects the buyer of any product which costs more than \$25 and comes with an express written warranty. This law applies to any product that you buy that does not perform as it should.

Your car is a major investment, rationalized by the peace of mind that flows from its expected dependability and safety. Accordingly, you are entitled to expect an automobile properly constructed and regulated to provide reasonably safe, trouble-free, and dependable transportation - regardless of the exact make and model you bought. Unfortunately, sometimes these principles do not hold true and defects arise in automobiles. Although one defect is not actionable, repeated defects are as there exists a generally accepted rule that unsuccessful repair efforts render the warrantor liable. Simply put, there comes a time when "enough is enough" - when after having to take your car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, you are entitled to say, 'That's all,' and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. The rationale behind these basic principles is clear: once your faith in the vehicle is shaken, the vehicle loses its real value to you and becomes an instrument whose integrity is impaired and whose operation is fraught with apprehension. The question thus becomes when is "enough"?

As you know, enough is never enough from your warrantor's point of view and you should simply continue to have your defective vehicle repaired - time and time again. However, you are not required to allow a warrantor to tinker with your vehicle indefinitely in the hope that it may eventually be fixed. Rather, you are entitled to expect your vehicle to be repaired within a reasonable opportunity. To this end, both the federal Moss Warranty Act, and the various state "lemon laws," require repairs to your vehicle be performed within a reasonable opportunity.

Under the Magnuson-Moss Warranty Act, a warrantor should perform adequate repairs in at least two, and possibly three, attempts to correct a particular defect. Further, the Magnuson-Moss Warranty Act's reasonableness requirement applies to your vehicle as a whole rather than to each individual defect that arises. Although most of the Lemon Laws vary from state to state, each individual law usually require a warrantor to cure a specific defect within four to five attempts or the automobile as a whole within thirty days. If the warrantor fails to meet this obligation, most of the lemon laws provide for a full refund or new replacement vehicle. Further, this reasonable number of attempts/reasonable opportunity standard, whether it be that of the Magnuson-Moss Warranty Act or that of the Lemon Laws, is akin to strict liability - once this threshold has been met, the continued existence of a defect is irrelevant and you are still entitled to relief.

One of the most important parts of the Magnuson-Moss Warranty Act is its fee shifting provision. This provision provides that you may recover the attorney fees incurred in the prosecution of your case if you are successful - independent of how much you actually win. That rationale behind this fee shifting provision is twofold: (1) to ensure you will be able to vindicate your rights without having to expend large sums on attorney's fees and (2) because automobile manufacturers are able to write off all expenses of defense as a legitimate business expense, whereas you, the average consumer, obviously does not have that kind of economic staying power. Most of the Lemon Laws contain similar fee shifting provisions.

You may also derive additional warranty rights from the Uniform Commercial Code; however, the Code does not allow you in most states to recover your attorney fees and is also not as consumer friendly as the Magnuson-Moss Warranty Act or the various state lemon laws.

The narrative information on Magnuson-Moss, UCC and lemon laws on these pages is provided by Marshall Meyers, attorney.

Uniform Commercial Code Summary

The Uniform Commercial Code or UCC has been enacted in all 50 states and some of the territories of the United States. It is the primary source of law in all contracts dealing with the sale of products. The TARR refers to Tender, Acceptance, Rejection, Revocation and applies to different aspects of the consumer's "relationship" with the purchased goods.

TENDER -

The tender provisions of the Uniform Commercial Code contained in Section 2-601 provide that the buyer is entitled to reject any goods that fail in any respect to conform to the contract. Unfortunately, new cars are often technically complex and their innermost workings are beyond the understanding of the average new car buyer. The buyer, therefore, does not know whether the goods are then conforming.

ACCEPTANCE -

The new car buyer accepts the goods believing and expecting that the manufacturer will repair any problem he has with the goods under the warranty.

REJECTION -

The new car buyer may discover a problem with the vehicle within the first few miles of his purchase. This would allow the new car buyer to reject the goods. If the new car buyer discovers a defect in the car within a reasonable time to inspect the vehicle, he may reject the vehicle. This period is not defined. On the one hand, the buyer must be given a reasonable time to inspect and that reasonable time to inspect will be held as an acceptance of the vehicle. The Courts will decide this reasonable time to inspect based on the knowledge and experience of the buyer, the difficulty in discovering the defect, and the opportunity to discover the defect.

The following is an example of a case of rejection: Mr. Zabriskie purchase a new 1966 Chevrolet Biscayne. After picking up the car on Friday evening, while en route to his home 2.5 miles away, and within 7/10ths of a mile from the dealership, the car stalled

and stalled again within 15 feet. Thereafter, the car would only drive in low gear. The buyer rejected the vehicle and stopped payment on his check. The dealer contended that the buyer could not reject the car because he had driven it around the block and that was his reasonable opportunity to inspect. The New Jersey Court said;

To the layman, the complicated mechanisms of today's automobile are a complete mystery. To have the automobile inspected by someone with sufficient expertise to disassemble the vehicle in order to discover latent defects before the contract is signed, is assuredly impossible and highly impractical. Consequently, the first few miles of driving become even more significant to the excited new car buyer. This is the buyer's first reasonable opportunity to enjoy his new vehicle to see if it conforms to what it was represented to be and whether he is getting what he bargained for. How long the buyer may drive the new car under the guise of inspection of new goods is not an issue in the present case because 7/10th of a mile is clearly within the ambit of a reasonable opportunity to inspect. *Zabriskie Chevrolet, Inc. v. Smith*, 240 A. 2d 195(1968)

It is suggested that Courts will tend to excuse use by consumers if possible.

REVOCATION -

What happens when the consumer has used the new car for a lengthy period of time? This is the typical lemon car case. The UCC provides that a buyer may revoke his acceptance of goods whose non-conformity substantially impairs the value of the goods to him when he has accepted the goods without discovery of a non-conformity because it was difficult to discover or if he was assured that non-conformities would be repaired. Of course, the average new car buyer does not learn of the nonconformity until hundreds of thousands of miles later. And because quality is job one, and manufacturers are competing on the basis of their warranties, the consumer always is assured that any nonconformities he does discover will be remedied.

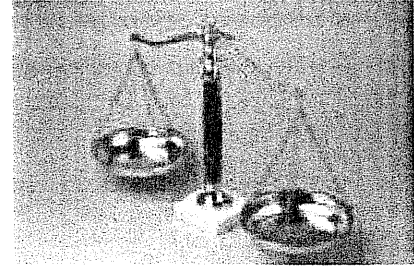
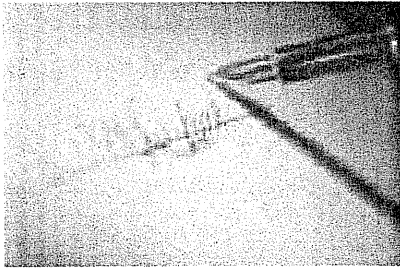
What is a nonconformity substantially impairing the value of the vehicle?

A nonconformity may include a number of relatively minor defects whose cumulative total adds up to a substantial impairment. This is the "Shake Faith" Doctrine first stated in the *Zabriskie* case. "For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension".

A substantial nonconformity may include a failure or refusal to repair the goods under the warranty. In *Durfee V. Rod Baxter Imports*, the Minnesota Court held that the Saab owner that was plagued by a series of of annoying minor defects and stalling, which were never repaired after a number of attempts, could revoke, "if repairs are not successfully undertaken within a reasonable time", the consumer may elect to revoke.

Substantial Non Conformity and Lemon Laws often define what may be considered a substantial impairment. These definitions have been successfully used to flesh out the substantial impairment in the UCC.

Additional narrative information on Magnusson-Moss, UCC and lemon laws on these pages is provided by T. Michael Flinn, attorney.



LAW PROHIBITS UNFAIR AND DECEPTIVE TRADE PRACTICES

by
Jim Slaughter, Attorney

**Originally published as "Sherman Antitrust Act Became Model for Similar Laws by States"
in *The Business Weekly of the Greensboro News & Record***

During the nineteenth century in the United States, tremendous economic power became concentrated in the hands of a few individuals. By the latter part of the century, some of these individuals were combining their resources in "trusts" to completely dominate various industries. For example, Standard Oil Company controlled 90% of the lamp-oil refining in the United States; E.C. Knight Company controlled 98% of the nation's sugar refining.

Monopolies meant that a few people had the power to dictate to everybody else; the government saw this action as unfair and took action. In July 1890 Congress passed the Sherman Antitrust Act (named after its author, Senator John Sherman of Ohio) in an attempt to preserve competition and to prevent further concentration of economic power. The Sherman Act prohibits practices which create monopolies or restrain trade by obstructing trade and competition.

As the Sherman Act applied only to interstate and international trade and commerce, many states quickly passed Sherman-like legislation to regulate state practices. Like the federal law, these state statutes were designed to protect the public by suppressing trusts, securing competition, and preventing monopolies.

STATE REGULATION

Using the Sherman Act as a guide, the North Carolina General Assembly passed laws in 1913 to limit monopolies and trusts. General Statute 75-1 states that "every contract, combination in the form of trust

or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal." Violation of the statute is a criminal felony.

If North Carolina's statute only prohibited monopolies, it wouldn't be of much use ("trust busting" on a state level isn't very common). These days very few legal actions are filed under the state statute to regulate monopolies and trusts. In addition to regulating monopolies, though, our state law also declares as unlawful "unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce." Although this portion of the statute is not a criminal offense, the statute provides specific relief to injured parties.

The real muscle behind the unfair or deceptive trade practices statute is the civil remedy. Any person or business injured or destroyed by unfair or deceptive trade practices can sue the perpetrator. To prevail on such a claim, a party must show the following:

1. an unfair or deceptive act or practice, or an unfair method of competition,
2. in or affecting commerce,
3. which proximately caused actual injury to the party or to his business.

If the injured party is awarded damages, the statute automatically trebles, or triples, the damages. The statute even allows a judge to require the unsuccessful side to pay the attorney's fees of the prevailing party.

Because "unfair methods of competition" and "unfair or deceptive trade practices" take so many forms, the statute makes no attempt to list all instances. Instead, courts have held that the existence of unfair acts and practices must be determined from the circumstances of each particular case. As a matter of practice, acts are usually found to be unfair and deceptive when they offend established public policy or are immoral, unethical, oppressive, unscrupulous, or injurious to consumers. Questions as to whether or not the perpetrator intended certain consequences or acted in good or bad faith are irrelevant. The relevant question is what effect the conduct has on the consuming public.

As described above, no precise list of unfair and deceptive acts can be created because each case must be judged on its own facts. However, certain categories of behavior have been found to violate the statute in past cases:

- Fraud or misrepresentation in a commercial setting.
- Situations in which competitors divide up a territory in order to minimize competition.
- Unfair and deceptive acts and practices in the insurance industry.
- Deceiving creditors to extend credit to an individual who is not creditworthy.
- Libeling or slandering someone else's product or business activities.
- The "passing off" of one's goods as those of a competitor.
- Wrongful interference with another's contracts.

- Systematic overcharging of customers.

In an ordinary unfair or deceptive trade practices case, the jury is responsible for determining whether or not the alleged acts were committed. Following this determination, the court must decide as a question of law whether or not the proven facts constitute an unfair or deceptive trade practice.

This article is intended to provide general information about the topic discussed and is not legal advice or a legal opinion. Specific questions should be directed to a lawyer at Forman Rossabi Black, P.A., or to another attorney.

Forman Rossabi Black, PA 3623 North Elm Street, Suite 200 Greensboro, NC 27455 Office: 336-378-1899 Fax: 336-378-1850

info@frb-law.com

AMENDED CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Original Summons, the Original Complaint, and Summons reissued for 3/2/10 by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

Farm and Ranch Auto Sales, Inc.
c/o Daniel Patrick McNally
P. O. Box 10
Zebulon, NC 27597
Tel. 919-269-2234
Fax. 919-269-2052

Capital One Auto Finance, Inc. (Served 2 copies in envelope)
Jeffrey D. Patton
Erin Jones Adams
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
Tel. 1-336-725-4491
Fax. 1-336-725-4476

Onyx Acceptance Corporation (Served 2 copies in envelope)
c/o Jeffrey D. Patton
Erin Jones Adams
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
Tel. 1-336-725-4491
Fax. 1-336-725-4476

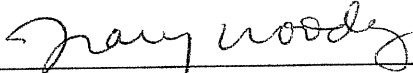
General Motor Corporation
c/o Jon B. Waldorf
The Rose Law Firm PLLC
501 New Karner Road, Suite 11
Albany, NY 12205
Tel. 1-800-381-3316
Fax. 1-518-869-3334

General Motors Company
c/o Jon B. Waldorf
The Rose Law Firm PLLC
501 New Karner Road, Suite 11
Albany, NY 12205
Tel. 1-800-381-3316

Fax. 1-518-869-3334

Chevrolet
Division of GM
c/o Jon B. Waldorf
The Rose Law Firm PLLC
501 New Karner Road, Suite 11
Albany, NY 12205
Tel. 1-800-381-3316
Fax. 1-518-869-3334

This 2nd day of March, 2010.



Tracy Woody, Pro Se

STATE OF NORTH CAROLINA

File No 09CVD16481

Wake County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Tracy Woody
Address: 4908 Valley Pl
City, State, Zip: Raleigh NC 27604

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

VERSUS
Name Of Defendant(s): Onyx Acceptance Corporation, et al

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Chevrolet Division of GM, 10900 B. Waldorf, The Rose Law Firm PLLC, 501 New Kanner Road, Suite 11, Albany, NY 12205

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

- You are notified to appear and answer the complaint of the plaintiff as follows:
1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

Name And Address Of Plaintiff's Attorney (if None, Address Of Plaintiff): Tracy Woody, 4908 Valley Pl, Raleigh NC 27604

Date Issued: 3-2-10, Time: 4:00, Signature: [Signature], Deputy CSC, Assistant CSC, Clerk Of Superior Court

ENDORSEMENT
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement, Time, Signature, Deputy CSC, Assistant CSC, Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial.

STATE OF NORTH CAROLINA

File No.

09CVD16481

wake County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Tray Woody
Address: 4908 Valley Place
City, State, Zip: Raleigh NC 27604

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

VERSUS
Name Of Defendant(s): Onyx Acceptance Corporation, et al

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Chevrolet Division of GM Reg agt: The Corporation Company 30600 Telegraph Rd. Ste 2345 Bingham Farms, MI 48025

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff): Tray Woody 4908 Valley Place Raleigh NC 27604

Date Issued: DEC 02 2009 Time: 3 PM
Signature: [Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement: 3-10-10 Time: 4 PM
Signature: [Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

NORTH CAROLINA)
WAKE COUNTY)
TRACY WOODY,)
Plaintiff,)

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

File No.

ONYX ACCEPTANCE)
CORPORATION, CAPITAL)
ONE AUTO FINANCE, INC.,)
GENERAL MOTORS COMPANY/)
CHEVROLET DIVISION OF GM/)
GENERAL MOTOR CORP.,)
FARM AND RANCH AUTO)
SALES, INC.)

COMPLAINT:
NON MATERIAL DISCLOSURE
VIOLATIONS, TRUTH AND LENDING
ACT, PREDATORY LENDING, FRAUD
MAGNUSON-MOSS WARRANTY ACT,
UNIFORM COMMERCIAL CODE
SUMMARY, FAIR DEBT COLLECTION
PRACTICES ACT, REVOCATION OF
CONTRACT, UNFAIR AND DECEPTIVE
TRADE PRACTICES, LARCENY OF A
MOTOR VEHICLE, FAIR CREDIT
BILLING ACT, FRAUD, PREDATORY
PRACTICES, TRUTH AND
LENDING ACT, NEGLIGENCE, FAIR
CREDIT REPORTING ACT, BREACH OF
CONTRACT, PUNITIVE DAMAGES, &
FAIR CREDIT BILLING ACT

I am requesting that this Honorable Court grant relief from the defendants who made the following violations of the Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a Revocation of contract, Fair Credit Billing Act, Fraud, Fair Debt Collection Practices Act, Unfair and Deceptive Trade Practices Act, Negligence, Non material disclosure violations, Truth and Lending Act ("TILA"), and Predatory Lending Practices based on the following facts:

1. I have a fraud alert on my credit report in which Capital One Auto Finance never called me directly regarding the SUV loan as to whether I applied for the vehicle which is a requirement of the fraud consumer alert protection against all creditors and Fair Credit Reporting Act.

2. Farm and Ranch Auto Sales assured me that the 2003 chevrolet Suburban SUV was in good condition and serviced which is part of the express warranty. Farm and Ranch Auto Sales refused to address the series of defects as they indicated in my response to the Attorney General's Office, Consumer of Protection. It is Negligence on both Capital One Auto Finance subsidiary of Onyx Acceptance Corporation of refusing to address the defects. The Lender is guilty of predatory lending practices since they did not verify if I could pay for the loan and the sales representative at Farm and Ranch Auto Sales was so quick with the transaction I was not asked for any bank statements being self-employed their was not much of any criteria on creditworthiness on whether I could actually pay for the loan and I was rushed out with keys in my hand and that was it. In the UCC code, I did not receive any kind of rescinding form from Farm and Ranch Auto Sales in which is violation of not providing proper material disclosures. General Motors Company as manufacturer is liable for delivery of a vehicle that is defective and non conforming and non performing. The implied warranty is that the SUV was suppose to work for a particular purpose which is conformity and consistency; however, the SUV was nonconforming and inconsistent. Furthermore, immediately after being driven off the lot, the oil had to be changed which indicated that the SUV had not been serviced as stated by the Sales Representative indicated. Farm and Ranch Auto Sales and Onyx Acceptance Corp. is guilty of fraud in that I was defrauded on the good condition of the 2003 SUV was consistently nonconforming and had existing defective problems which included manufactured defects. The SUV turned out to be a heap of expensive

and costly junk. The SUV stranded me and my very young children from infants to younger children since the dealer delivered the defective SUV to me on no less than 6 occasions in various locations such as Clayton, NC, Raleigh, NC, and Salisbury, NC witnessed by Mr. John Tysor, and at a grocery store and along the road witnessed by a family member and senior citizen, Ms. Lillian Woody. I had to get a jump on many occasions, take the battery back to the store, and exchange the battery not having knowledge that the SUV failed to conform due to defects that culminated into the defect of the fuel pump draining the battery and the manufacturers repair defect problem of the fuel tank reading false readings which also contributed to the vehicle cutting off while driving and having to struggle dangerously with the wheel to drift the car on the side of the road. I had to call a wrecker due to the SUV stranding me and my young children and senior citizen family member. Furthermore, the location the SUV was again inoperable was between a visible hill which made the car at high risk of being hit since it was hard to see the vehicle while approaching a hill and very sharp curve. With very little children in the car and a senior citizen as other times being stranded by the SUV while waiting on a wrecker I feared for our safety. With a \$33,687.36 total sale price this SUV should have not had the constant expensive costly problems that have accumulated during the time I had the vehicle. I have had at least 7 used cars with 70,000 miles or more mileage then the SUV for over 4 years each in some 25 year period and I never had a fuel pump go bad in the duration of any of my car purchases which were less than \$12,000 in value; however, the nonconforming SUV with almost 3 times the expense has had a number of

cumulative defective problems which severely impacted its performance. If the vehicle is valued at \$9,000, the \$33,687.36 sale purchase has a misrepresented value on the worth of the SUV when first purchased.

3. On Sunday, April 19, 2009, a towing vehicle hauled the SUV off. It was repossessed as the CAD plus Police Department printout states for 4/19/09 and it was not surrendered. Due to the Bankruptcy Court having jurisdiction on April 22, 2009 case #09-3184 had been properly served on Capital One Auto Finance all action stops from creditors until it has been decided by the Bankruptcy court on the lift of stay and Capital One Auto Finance is guilty of Grand Larceny of a motor vehicle and violation of the Fair Debt Collection Practices Act. The ones towing the vehicle did not identify themselves and they had my personal belongings in the vehicle such as a child required car seat of \$100 value and a locked gas cap paid \$18 while the car was being serviced in January 2009. Through a violation of the Fair Debt Collection Practices Act my account for 6 months activity was told to Mr. John Tysor, who is not an account holder, by the female who was with the group that hauled off the SUV. Mr. John Tysor was told details of my account and he is not an account holder. However, due to the constant cost of nonconformance of the SUV, the cost of expensive repairs added to my severe financial ruin, inability to obtain financing due to receiving higher fees, and bankruptcy. The problems with the SUV has also handicapped my inability to perform work in which travel is a requirement in maintaining homes and meeting consulting customers which has a direct impact on my income; in turn, causes financial ruin and harm not only on my credit but the negative

income and expense in the ability to pay bills. I have reasonable cause to be awarded a revocation of the contract and full refund of all payments and cost of this loan transaction and all cost and expenses of the vehicle according to the Magnuson-Moss Warranty Act and the Uniform Commercial Code Summary of revocation of contract due to the vehicle non performance and defective activity, along with all other relief sought in my Complaint. Due to Capital One Auto Finance and Farm and Ranch Auto Sales selling me a lemon vehicle with an expensive cost of almost \$34,000. The cost of this SUV is a major expense like the value of a home today. The constant stranded, stalled, series of manufactured defects and conditions substantially impaired the value of the SUV to me the consumer at such a high price. The SUV still needs the fuel gauge replaced by the manufacturer, Chevrolet is a division of General Motors Company and engine light came on a few weeks ago and it was attributed to an exhaust check and test to fully repair that problem which would attribute to more of a cost. With the SUV not conforming to its value Farm and Ranch Auto Sales and Capital One Auto Finance violated the Magnuson-Moss Warranty Act and Uniform Commercial Code Summary and thereby a revocation of contract is warranted and necessary. I am also seeking the cost of the battery of \$87.47 and the repair cost of \$538.58 and \$9 towing cost which is an additional \$636.05. Capital One Auto Finance still has possession of the SUV.

4. Capital One Auto Finance never provided proper disclosures that a reduction of \$351.90 was applied to my account and in violation of the Fair Credit Billing Act. This amount was stated by the Bankruptcy Trustee was paid to Capital on my

account. Capital One Auto Finance violated the Fair Credit Billing Act by not providing proper payment disclosures and proper recording to my account in appropriate statement handling and delivery to consumer before the SUV was hauled off. I have not been provided consistent monthly statements since Feb. of 2009 from Capital One Auto Finance. Capital One Auto Finance claimed the contract states a 10.09% APR; however, they claimed to the Bankruptcy Trustee the amount to pay monthly is at a 7% interest rate. I never received any reduced adjustment in payments from Capital One Auto Finance nor any statement of activity regarding this interest rate. The principal amount is disputed. My credit report showed inconsistencies regarding how long the loan should be paid not the 72 month disclosure of the sales contract but a 73 month payment is inaccurate and inconsistent. Article 15 North Carolina Finance Act 1961, c:1053s 53-183; 1957 c1429 s.3; 1961, c:1053 s.1.; 15-164 12 CFR Part 226 Regulation Z) a finance company can not make false statements deceive on representation of rates, terms or conditions of loans and the payments of months of the contract is this fraudulent misrepresentation along with the condition of the SUV which was in fact defective. Fraudulency of the loan from Onyx and Capital One Auto Finance on my credit reports. This unfair and deceptive trade practices overcharge consumers and are not properly disclosed to the consumer from the date of sale onward and during the account activity which is in violation of the Unfair and Deceptive Trade Practices Act and Fair Credit Billing Act and Fair Credit Reporting Act and Truth and Lending Act violations (“TILA”).

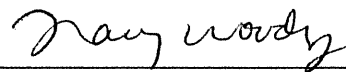
5. Onyx Acceptance Corp was properly served that I was in Bankruptcy and they did not return the SUV nor my materials in the vehicle they repossessed on April 19, 2009 for it in fact was not surrendered. Onyx Acceptance Corp and Capital One are guilty of larceny of a motor vehicle. They violated the Bankruptcy Stay since as of April 24, 2009 from receiving the Bankruptcy notice, they have held the SUV and still have it.

I petition that this Honorable Court:

1. Acknowledges the revocation of the contract, my full refund paid to Capital One Auto Finance of \$8,889.72, reimbursement for the stolen child seat of \$100, locked gas cap of 18, gas I just put in the SUV \$10 in the tank when it was hauled off, 2007 battery and repair purchases mentioned in January 2009 repair bill of \$636.05 which totals 9,653.77 plus cost of using another vehicle while I did not have the SUV in my possession since April 19, 2009 with a cost of renting the car for 5 months at \$300 a month or \$1,500 and counting. Due to the violation of the Fair Debt Collection Practices Act, predatory lending practices, larceny of motor vehicle, Truth and Lending Act, other state and federal statues, and along with punitive damages.
2. All Onyx Acceptance Corp.'s attorney fees and be charged to Defendants due to their state and federal violations.
3. Punitive, breach of contract, treble damages in fraudulency of loan and defective performance of the SUV and the negative affect it has had on my credit reports in violation of the Fair Credit Reporting Act.

4. Onyx Acceptance Corp contract is revoked according to the UCC and Magnuson Warranty Act and due to the manufactured defects of the 2003 Chevrolet Suburban SUV manufactured by Chevrolet which is a division of General Motors Company.

This the 18th day of August, 2009.



Tracy Woody, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Affidavit by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

George R. Bell Sr.
Farm and Ranch Auto Sales, Inc.
4328 Louisburg Rd.
Raleigh, NC 27604

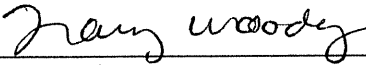
Capital One Auto Finance, Inc.
Capital One Auto Finance Subsidiary Onyx Acceptance Corporation
Registered Agent
327 Hillsborough Street
Raleigh, NC 27603

Onyx Acceptance Corporation
c/o Attorney John C. Bircher III
White & Allen, PA
1319 Commerce Drive
P. O. Drawer U
New Bern, NC 28562

General Motors Company
General Motor Corporation
Registered Agent: 30600 Telegraph Rd., Ste 2345
Bingham Farms, MI 48025

Chevrolet
Division of GM
P. O. B. 33170
Detroit, MI 48232-5170

This 18th day of August, 2009.



Tracy Woody, Pro Se

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Exhibit A	Capital One Auto Finance Subsidy of Onyx Acceptance Corporation certificate of Service receipt on Voluntary Petition and Bankruptcy case #
B	Attorney General Complaint form against dealer and Capital One
C	Farm and Ranch Sales Advertisement
D	Letter received from Capital One Autofinance on terms of contract
E	Repair and costs
F	Retail Installment Sales Contract mentioning 72 months not 73 month payments and Features of SUV
G	Credit Report that was reported by Capital One
H	Police CadPlus Report of SUV being Repossessed
I	Response of Attorney General's Complaint Info
J	Magnuson-Moss Warranty Act, UCC code, and Unfair and Deceptive Trade Practices Act.

United States Bankruptcy Court

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): **Woody Travis, Michele**

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):

All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): **7712**

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):

Street Address of Debtor (No. and Street, City, and State): **114 Huron Dr. Louisburg, NC**

Street Address of Joint Debtor (No. and Street, City, and State):

County of Residence or of the Principal Place of Business: **Franklin**

County of Residence or of the Principal Place of Business:

Mailing Address of Debtor (if different from street address): **4908 Valley Place Raleigh, NC**

Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box.)
 Individual (includes Joint Debtors) See Exhibit D on page 2 of this form.
 Corporation (includes LLC and LLP)
 Partnership
 Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box.)
 Health Care Business
 Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
 Railroad
 Stockbroker
 Commodity Broker
 Clearing Bank
 Other
Tax-Exempt Entity (Check box, if applicable.)
 Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
 Chapter 7
 Chapter 9
 Chapter 11
 Chapter 12
 Chapter 13
 Chapter 15 Petition for Recognition of a Foreign Main Proceeding
 Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Nature of Debts (Check one box.)
 Debts are primarily consumer debts, defined in 11 U.S.C. § 101(3) as "incurred by an individual primarily for a personal, family, or household purpose."
 Debts are primarily business debts.

Filing Fee (Check one box.)
 Full Filing Fee attached.
 Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form JA.
 Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form JB.

Chapter 11 Debtors
Check one box:
 Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
 Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).
Check if:
 Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,100,000.
Check all applicable boxes:
 A plan is being filed with this petition.
 Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information
 Debtor estimates that funds will be available for distribution to unsecured creditors
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors
Estimated Number of Creditors
 1-49
 50-99
 100-199
 200-999
 1,000-3,000
 5,001-10,000
 10,001-25,000
 25,001-50,000
 50,001-100,000
 Over 100,000
Estimated Assets
 \$0 to \$50,000
 \$50,001 to \$100,000
 \$100,001 to \$500,000
 \$500,001 to \$1 million
 \$1,000,001 to \$5 million
 \$5,000,001 to \$10 million
 \$10,000,001 to \$50 million
 \$50,000,001 to \$100 million
 \$100,000,001 to \$500 million
 \$500,000,001 to \$1 billion
 More than \$1 billion
Estimated Liabilities
 \$0 to \$50,000
 \$50,001 to \$100,000
 \$100,001 to \$500,000
 \$500,001 to \$1 million
 \$1,000,001 to \$5 million
 \$5,000,001 to \$10 million
 \$10,000,001 to \$50 million
 \$50,000,001 to \$100 million
 \$100,000,001 to \$500 million
 \$500,000,001 to \$1 billion
 More than \$1 billion

THIS SPACE IS FOR COURT USE ONLY
FILED 3:10 PM APR 20 2009 STEPHANIE J. EDMONDSON, CLERK U.S. BANKRUPTCY COURT EASTERN DISTRICT OF NC

Kenneth Denny

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Signature *Kenny*

Agent Address

B. Received by (Printed Name) *Kenny* Date of Delivery *4-24-04*

D. Is delivery address different from item 1? Yes No

APR 24 2004

*Capital One auto financing
3901 Dallas Parkway
Plano, TX 75093*

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) *7007 2680 0001 8691 0045*

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1640

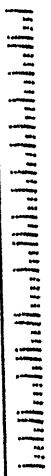


UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

*Trang Woody
Mailbox #4908 Valley Place
Raleigh, NC 27604*



PSN

*1st page of letter
John Henry # [unclear]
Car [unclear] + [unclear]
Send copies of same
Subject: [unclear]
Or [unclear] or [unclear]
Call [unclear]*

Motor Vehicles Consumer Complaint Form

Please complete this form on your computer, print it and mail it to:

Consumer Protection
Attorney General's Office
9001 Mail Service Center
Raleigh, North Carolina 27699-9001
Telephone: (919) 716-6000
Fax: (919) 716-6050

*File Magnuson - Moss Warranty Act
Uniform Commercial
Code Summary
Revocation of contract*

From:

Your Name(s):

Tray Woody

Address:

Mailing Address: 4908 Valley Place

City:

Raleigh, NC

State:

NC

Zip:

27604

Telephone: Home:

919-344-3118

Business:

Dealer or Repair Shop Complained About:

Name:

Dealer
Farm & Ranch Auto Sales

Address:

4328 Loubourg Rd.

City:

Raleigh

State:

NC

Zip:

27604

Telephone:

919-876-7284

*Finance Co.
Capital One Auto Finance
3901 N. Dallas Parkway
Plano, TX 75093
1-800-946-0332
P.O. B. 260848
Plano TX 75026-0848*

Is your complaint about (please check one)?

New car sales practices

Used car sales practices

Warranty

Manufacturing defect

Repairs

Financing or leasing?

Did you buy your vehicle: New , Demo , Used

Make, Model & Year: 2003 Suburban Chevrolet

Date of Purchase: 8/1/06

Where Financed (if relevant):

Name:

Capital One Auto finance

Address:

3901 N. Dallas Parkway / P.O. B. 260848
City: Plano TX 75026-0848

City:

Plano

State: TX Zip: 75093

What does the Consumer Protection Office Do?

The Attorney General's Consumer Protection Office acts to protect the public from unlawful business practices. While we can often assist with the mediation of a dispute, we do not have the authority or resources to act as a lawyer for consumers in individual disputes. We encourage citizens to send us information about suspect business practices because this helps us identify areas for enforcement.

Instructions

Please explain in the space provided. You may use additional sheets, if necessary. We will send a copy of your complaint to the business you are complaining about, so please type or write clearly. Try to brief, but be sure to tell what happened, when it happened, and where it happened.

If this is a vehicle sales problem, please include copies (not originals) of your bill of sale, credit contract and any correspondence relating to the problem. If this is a used car warranty problem, please include a copy of the warranty and describe specifically any oral warranties or promises made about the condition of the car. If this is a repair problem, please include copies of the repair orders or written estimates.

Explanation: This 2003 SUV has mechanical defect ^{problem} from the purchase of the car I found out during lengthy discussions with the

The 2003 SUV stopped working within a few months of purchasing the vehicle, which I mentioned to Capital One Representative in the 2nd row never worked and this was a major problem with children who were transported regularly who ~~used~~ were required by law to seat in seat belts. The last row would get hotter, because there were no rear and back side windows that could open ^{up} on the car for air. ~~At~~ a child can not sit in the middle row at the middle seat since the seat belt was defective. The child had to sit in the rear. After changing the battery several times, the SUV again stopped working for 6 months last year. I had a thorough discussion with the mechanic I found out that the vehicle had a defective fuel pump which can cause the batteries drain, and after leaving the repair shop and getting stranded again I found out that the fuel pump was defective and has been all this time reporting the wrong fuel in the tank and the manufacturer has to fix it which also contributed to a non working vehicle. There is also a question on what do you want the company to do? the contract states 10% interest and then stated the bankruptcy court 7% interest.

Full refund paid in the amount of \$25,088.35 off interest payments plus trustee payments of around 467.88 during 1/18/2006 - 6/18/2008 period. The total purchase price was \$33,687.36 a major investment that should be refunded according to the Magnuson-Ross Warranty Act. I do intend to exercise my consumer rights by seeking legal counsel and following up in a lawsuit. The value of the car being \$33,687.36 and the amounts of interest paid and the \$351.90 amount the Bankruptcy Trustee paid Capital One automobile. The danger of the car is that it cut off while I was driving down the road and the fuel indicator showed gas was in the tank. There was no yellow indicator light on either side of the car. The car shut down and we were stranded just beyond a dangerous curve and ready to hit where visibility was not clear. Correcting my credit as well.

The above statements are true to the best of my knowledge and belief. Signature: Nancy Woodley Date: 4/10/09

WARNING: Do not e-mail this form. The Consumer Protection Office currently is not equipped to handle substantive matters in this manner.

The other problem is with the sales contract it states 72 months, however, payments totaled 73 months which credit report reflect inconsistency of the loan. I also had a fraud alert on my credit report. However, I was never directly contacted by Capital One to find out if I actually applied for the vehicle.

Exhibit C

PUBLIC NOTICE!

THE AUTO WHOLESALE EXCHANGE

Is In Raleigh, NC

4 BIG DAYS!

PICK A VEHICLE - PICK A PAYMENT

Wednesday
August 16th
9am to 9pm

Thursday
August 17th
9am to 9pm

Friday
August 18th
9am to 9pm

Saturday
August 19th
9am to 9pm

SAVE UP TO
60% OFF

Farm & Ranch Auto Sales
4328 Louisburg Rd., Raleigh, NC
919-876-7286

GET UP TO
\$3000 MORE
FOR YOUR TRADE

ORIGINAL M.S.R.P. ON HUNDREDS OF CARS, TRUCKS, VANS & SUVs!

Has Been Designated The EXCLUSIVE SITE For This INCREDIBLE AUTOMOTIVE SAVINGS EVENT!

OVER 150 VEHICLES
CASH ALLOWANCE BACK TO THE CUSTOMER UP TO \$2000*
Used Chryslers, Jeeps, KIA's & Hondas
EVERY MODEL!

DURING THIS AMAZING EVENT!

PAYMENTS AS LOW AS \$99! PER MONTH*



ASK ABOUT NO PAYMENTS FOR 90 DAYS!

4 LENDERS ON-SITE WITH OVER '20 MILLION TO LOAN!

US Auto Liquidators of NC

This check to be used at Farm & Ranch Auto Sales for the down payment on a used car, truck, van or SUV during August 16th - August 19th, 2006. 11126

DATE August 16th, 2006

PAY TO THE ORDER OF Farm & Ranch Auto Sales in Raleigh, NC

\$ **599.11**

Five Hundred Ninety Nine Dollars and 11/100 DOLLARS

FOR To be used for the purchase of a vehicle only at Farm & Ranch Auto Sales

NOT REDEEMABLE FOR CASH

*plus tax, tag and \$299.50 doc fee with approved credit and subject to acceptable lender approval. Example based on '01 Chevy Cavalier P2625, sale price: \$5,000 or \$19 down and \$99 per month for 60 months @ 6% a.p.r. subject to acceptable lender approval. The amount of down payment is determined by customer's credit-worthiness and may require a larger equity position. All bankruptcies must be

CapitalOne® | auto financeSM

Exhibit D

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY
1322 HOLMAN STREET
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLE will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date

The address for your payment is:

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323
Loan Type Number: 1001
Maturity date: 09/03/12
Payment Amount: \$467.88
Annual Percentage Rate: 10.09%

73 mos

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.



Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

Account # 4830331007 Customer: TRACEY WOODY Transaction Type: ALL Transaction Level: ALL Print: 08/21/2008 To: 08/21/2008													
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
08/02/2008	002	.00	.00	5.00	20,131.18	08/02/2008	46	L		.00	.00	.00000	****
07/03/2008	005	.00	.00	5.00	20,131.18	07/03/2008	46	L		.00	.00	.00000	****
06/02/2008	007	.00	.00	5.00	20,131.18	06/02/2008	46	L		.00	.00	.00000	****
05/03/2008	008	16.74	.00	.00	20,430.10	05/03/2008	30	S		.00	.00	.00000	****
05/03/2008	009	168.96	298.92	.00	20,131.18	05/03/2008	30	A		.00	467.88	.00000	ACHP
04/03/2008	009	17.55	.00	.00	20,720.89	04/03/2008	30	S		.00	.00	.00000	****
04/03/2008	001	177.09	290.79	.00	20,430.10	04/03/2008	30	A		.00	467.88	.00000	ACHP
04/02/2008	008	.00	.00	5.00	20,720.89	04/02/2008	46	L		.00	.00	.00000	****
03/03/2008	009	17.22	.00	.00	21,014.97	03/03/2008	30	S		.00	.00	.00000	****
03/03/2008	001	173.80	294.08	.00	20,720.89	03/03/2008	30	A		.00	467.88	.00000	ACHP
02/02/2008	001	26.68	.00	.00	21,213.61	02/02/2008	30	S		.00	.00	.00000	****
02/02/2008	002	269.24	198.64	.00	21,014.97	02/02/2008	30	A		.00	467.88	.00000	ACHP
12/18/2007	007	18.25	.00	.00	21,497.26	12/18/2007	30	S		.00	.00	.00000	****
12/18/2007	008	184.23	283.65	.00	21,213.61	12/18/2007	30	A		.00	467.88	.00000	ACHP
11/17/2007	001	17.90	.00	.00	21,784.48	11/17/2007	30	S		.00	.00	.00000	****
11/17/2007	002	180.66	287.22	.00	21,497.26	11/17/2007	30	A		.00	467.88	.00000	ACHP
10/18/2007	005	183.02	284.86	.00	21,784.48	10/18/2007	30	A		.00	467.88	.00000	ACHP
09/18/2007	009	197.62	270.26	.00	22,069.34	09/18/2007	30	A		.00	467.88	.00000	ACHP
08/17/2007	003	.62	.00	.00	22,613.69	08/17/2007	30	S		.00	.00	.00000	****
08/17/2007	004	193.79	274.09	.00	22,339.60	08/17/2007	30	A		.00	467.88	.00000	ACHP
07/17/2007	006	18.19	.00	.00	22,898.00	07/17/2007	30	S		.00	.00	.00000	****
07/17/2007	007	183.57	284.31	.00	22,613.69	07/17/2007	30	A		.00	467.88	.00000	ACHP
06/18/2007	008	25.95	.00	.00	23,104.02	06/18/2007	30	S		.00	.00	.00000	****
06/18/2007	009	261.86	206.02	.00	22,898.00	06/18/2007	30	A		.00	467.88	.00000	ACHP
05/08/2007	002	21.75	.00	.00	23,352.42	05/08/2007	30	S		.00	.00	.00000	****
05/08/2007	003	219.48	248.40	.00	23,104.02	05/08/2007	30	A		.00	467.88	.00000	ACHP
04/04/2007	005	21.98	.00	.00	23,598.50	04/04/2007	30	S		.00	.00	.00000	****
04/04/2007	006	221.80	246.08	.00	23,352.42	04/04/2007	30	A		.00	467.88	.00000	ACHP
03/01/2007	008	17.02	.00	.00	23,894.64	03/01/2007	30	S		.00	.00	.00000	****
03/01/2007	009	171.74	296.14	.00	23,598.50	03/01/2007	30	A		.00	467.88	.00000	ACHP
02/03/2007	008	24.44	.00	.00	24,115.85	02/03/2007	30	S		.00	.00	.00000	****
02/03/2007	009	246.67	221.21	.00	23,894.64	02/03/2007	30	A		.00	467.88	.00000	ACHP
12/28/2006	002	16.05	.00	.00	24,421.71	12/28/2006	30	S		.00	.00	.00000	****

Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

ACCOUNT: 48301231001 Borrower: TRACY WOODY Transaction Type: ALL Transaction Level: ALL From: 08/19/2006 To: 08/21/2008													
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
12/28/2006	003	162.02	305.86	.00	24,115.85	12/28/2006	30	A		.00	467.88	.00000	ACHP
12/04/2006	001	21.63	.00	.00	24,671.34	12/04/2006	30	S		.00	.00	.00000	****
12/04/2006	002	218.25	249.63	.00	24,421.71	12/04/2006	30	A		.00	467.88	.00000	ACHP
11/02/2006	005	21.16	.00	.00	24,925.62	11/02/2006	30	S		.00	.00	.00000	****
11/02/2006	006	213.60	254.28	.00	24,671.34	11/02/2006	30	A		.00	467.88	.00000	ACHP
10/02/2006	009	30.24	.00	.00	25,088.35	10/02/2006	30	S		.00	.00	.00000	****
10/02/2006	001	305.15	162.73	.00	24,925.62	10/02/2006	30	A		.00	467.88	.00000	ACHP

OE - N - NEW U - USED R - REBUILT

PART NO. OR DESCRIPTION

AMOUNT

1 FUEL PUMP MOTOR 285-
1 FUEL FILTER 1895

ADDITIONAL PARTS FROM REVERSE SIDE OF SHOP COPY

TOTAL PARTS 203.95

ESTIMATE OF LABOR AT THIS ADDRESS

SUBLET REPAIRS

TOTAL SUBLET REPAIRS

TOTAL ESTIMATE AMOUNT INCLUDES PARTS, ACCESSORIES OUR LABOR AND SUBLET REPAIRS

TOTAL ESTIMATE

PO
1/28/03

VE PONTIAC STRAIGHT 6 CYLINDER
AT GLENWOOD AVE
RICHMOND, VA 23270
(919) 327-8770

NAME: JAMES WOODY
ADDRESS: [Redacted]
CITY: [Redacted]

BILL TO ADDRESS: [Redacted]

PHONE WHEN READY: [Redacted]
RES. PHONE: [Redacted]
BUS./PHONE: 803-3418

REPAIR ORDER LABOR INSTRUCTIONS

OPER. NO. [Redacted]

DELIVERY: YES NO

TIME RECEIVED: AM [Redacted] PM [Redacted]

TIME PROMISED: AM [Redacted] PM [Redacted]

CHANGE OIL

CHANGE OIL FILTER CART.

SERVICE AIR CLEANER

CHANGE TRANS. OIL

ADJUST TRANSMISSION

CHANGE DIFF. OIL

PACK FRONT WHEEL BRGS

PACK REAR WHEEL BRGS

ADJUST BRAKES

RETAIN PARTS

DESTROY PARTS

LABOR CHARGE: INTERNAL [Redacted] EXTERNAL [Redacted]

LABOR 200 -
REPAIRS 5-
TOTAL 205-
PARTS 1895
TOTAL 2000

TOTAL FOR LABOR PERFORMED AT THIS ADDRESS

Any warrantee on the products sold hereby are those made by the manufacturer. The seller (above named Dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY.	GAS, OIL AND ATF	PRICE	BILLING INFO.
	GALS. GAS @		<input type="checkbox"/> CASH
	QTS. OIL @		<input type="checkbox"/> CHARGE
	QTS. ATF @		<input type="checkbox"/> INTERNAL

TOTAL - GAS, OIL AND ATF [Redacted]

Replaced parts will be returned if you request them when the repairs are ordered. (You may inspect those parts which must be returned to the manufacturer).
Replaced Parts Requested By Customer (Please Check) Yes No

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss of damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

DATE	WRITTEN BY	LABOR CHARGE
1/27/03	[Redacted]	[Redacted]
	LUBRICATION	<input type="checkbox"/>
	CHANGE OIL	<input type="checkbox"/>
	CHANGE OIL FILTER CART.	<input type="checkbox"/>
	SERVICE AIR CLEANER	<input type="checkbox"/>
	CHANGE TRANS. OIL	<input type="checkbox"/>
	ADJUST TRANSMISSION	<input type="checkbox"/>
	CHANGE DIFF. OIL	<input type="checkbox"/>
	PACK FRONT WHEEL BRGS	<input type="checkbox"/>
	PACK REAR WHEEL BRGS	<input type="checkbox"/>
	ADJUST BRAKES	<input type="checkbox"/>
	RETAIN PARTS	<input type="checkbox"/>
	DESTROY PARTS	<input type="checkbox"/>
	ESTIMATE CHANGE	[Redacted]
	SUBLET REPAIRS	[Redacted]
	TOTAL PARTS	[Redacted]
	GAS. OIL. ATF	[Redacted]
	PAINT	[Redacted]
	ACCESSORIES	[Redacted]
	TIRES AND TUBES	[Redacted]
	SALES TAX	[Redacted]
	TOTAL AMOUNT	[Redacted]

WHITE - Office Copy
YELLOW - Customer's Invoice
PINK - Estimate
TAG - Shop Copy

29005



1528 Mechanical Blvd.
 Garner, NC 27529
 (919) 835-0705
 Fax: (919) 662-0826
 www.eastcoasttowing.net

TOWING SERVICE

313046

ck 1050

CASH

CHARGE

ON ACCOUNT

B
I
L
L
T
O

Woody

DATE	2/2/09	TIME	2:00	REQUESTED BY	Jr/A
OWNER	Woody				
YEAR	03	MAKE/MODEL/COLOR	Sub 1500 Blk	TAG #	
VIN				MILEAGE BEFORE TOWING	
LOCATION OF VEHICLE	Buffalo	TOWED TO	Glenview		
MILEAGE		SERVICE TIME		EXTRA TIME	
FINISH		FINISH		FINISH	
START		START		START	
TOTAL	6	TOTAL		TOTAL	

VEHICLE WILL NOT BE RELEASED UNTIL WRECKER SERVICE IS PAID

REMARKS: 1677B ck # 1050	MILEAGE CHG.	
	TOWING CHG.	9 00
	LABOR CHG.	
	STORAGE CHG.	
	2nd TOW	
	TOTAL	9 00
SIGNATURE OF CAR OWNER OR AGENT	DATE	
SIGNATURE OF TOW OPERATOR	DATE	2/2/09



SUPERCENTER
 WE SELL FOR LESS
 MANAGER STACEY TREADWAY
 1725 NEW HOPE CHURCH ROAD
 RALEIGH, NC
 ST# 2058 OP# 00002848 TE# 95 TR# 08654

****	EXCHANGE SLIP	****
MAXX-75N	068113107881 D	72.94-X
BATT CORE FE	068113107867	9.00-T
MAXX-75N	068113107881	72.94 X
BATT CORE FE	068113107867	9.00 T
	SUBTOTAL	0.00
	TOTAL	0.00
	CASH TEND	0.00
	CHANGE DUE	0.00

	NET REFUND ITEMS	81.94-
SUMMARY	NET EXCH/SALE ITEMS	81.94
	TOTAL TAX	5.53
	MDSE TOTAL	87.47

ITEMS SOLD 2

TC# 8006 3694 3010 1268 6923



*****SAVE RECEIPT*****
 * RETURN OLD BATTERY FOR PROPER *
 RECYCLING AND REFUND OF BATTERY
 * DEPOSIT WITH THIS RECEIPT *

Get real-world money-saving tips and
 ideas at walmart.com/connectandshare
 01/28/09 16:04:16

1/30/09

WE REMOVED A BATTERY
FOR MRS WOODS THAT HAD
A MFG DATE OF ~~11/11/07~~ DEC/06
A SHIP DATE OF 01/07
THE LABEL STATED 3 YEAR
FREE REPLACEMENTS



CapitalOne | auto financeSM

Reference #: 0000955701
4030019

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY
1322 HOLMAN STREET
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLET will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date.

The address for your payment is:

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

Cont 1001-01
73 mos.

The following disclosures apply to your loan:
Loan Account Number: 4830323
Loan Type Number: 1001
Maturity date: 09/03/12
Payment Amount: \$467.88
Annual Percentage Rate: 10.09%

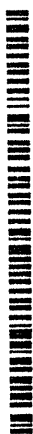
As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

0-1



FARM & RANCH AUTO SALES, INC.



4328 Louisburg Rd.
Raleigh, NC 27604
(919) 876-7286

08 9/2006
Date

TRACY HICKMAN, JR.
Buyer's Name

1322 HOLMAN ST
Street Address

RALEIGH WAKE
City County

NC 27601-
State Zip

919-828-1566
Res. Phone

919-349-3418
Bus. Phone

PLEASE ENTER MY ORDER FOR THE FOLLOWING
 NEW or USED SED CAR or TRUCK

YEAR 2003	MAKE Chevrolet	MODEL	DOORS Subur	COLOR	
SERIAL NUMBER 3CNEC16ZX3G268568					
STOCK NO.	SALESMAN STEVE	DEAL NO.			
INSURANCE COVERAGE					
NAME OF INSURANCE CO. ERIE INSURANCE					
NAME OF AGENCY					
ADDRESS OF AGENCY					
PHONE NO. OF AGENCY 919-8					
NAME OF PERSON TO CONTACT (AGENT)					
POLICY NUMBER Q080120967					
DESCRIPTION OF TRADE IN					
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER					
DESCRIPTION OF SECOND TRADE IN					
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER					
PAY OFF INFORMATION					
LENDER					
ADDRESS					
PERSON TO CONTACT					
PHONE NUMBER ()					
AMOUNT GOOD VERIFIED BY N/A UNTIL					

CASH PRICE OF CAR	23995.00
MILEAGE	52106
CASH PRICE	23995.00
* CUSTOMER SERVICES	299.50
TAX	719.85
REGISTRATION/TITLE LICENSE PROCUREMENT FEE	74.00
1. TOTAL CASH PRICE DELIVERED	25088.35
2. CASH DOWN PAYMENT	
DEPOSIT ON ORDER	N/A
CASH ON DELIVERY	N/A
3. TRADE IN	
LESS BALANCE OWING TO	N/A
4. TOTAL DOWN PAYMENT (2+3)	N/A
5. UNPAID BALANCE OF CASH PRICE (1-4)	25088.35
6. OTHER CHARGES	
INSURANCE	N/A
	N/A
7. UNPAID BALANCE (AMOUNT FINANCED) (5+6)	25088.35

FOR USED CARS ONLY

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

MOST LENDERS REQUIRE 25% DOWN

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side and that this Order shall not become binding until accepted by the dealer or his authorized representative and in the event of a time sale, dealer by a bank or finance company willing to purchase a retail installment contract; this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions.

and that THIS ORDER SHALL NOT BECOME BINDING UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his exclusion of and has received a true copy of this Order.

PURCHASER'S SIGNATURE

DATE

SIGNED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT**

Exhibit

Dealer Number _____ Contract Number _____

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) TRACY MITCHELLE WOODY 1322 HOLMAN ST RALEIGH, NC 27601- WAKE	Creditor - Seller (Name and Address) FARM & RANCH AUTO SALES INC 4328 LOUISBURG ROAD RALEIGH NC 27604-
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNFC162X3G268568	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$ 33687.36

~~Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.~~

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	467.88	Monthly beginning 10/03/2006

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$ 6.00.

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

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

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name _____

Home Office Address _____

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>719.85</u> sales tax)	\$ <u>24714.85</u> (1)
2 Total Downpayment =	
Trade-in _____	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>.00</u>
+ Cash	\$ <u>N/A</u>
+ Other _____	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4H below)	\$ <u>.00</u> (2)
	\$ <u>24714.85</u> (3)
3 Unpaid Balance of Cash Price (1 minus 2)	
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance	
Company or Companies:	
Life	\$ <u>N/A</u>
Disability	\$ <u>N/A</u>

~~Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.~~

Other Insurance

N/A N/A
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name _____

C	Other Insurance Paid to the Insurance Company	\$	
D	Official Fees Paid to Government Agencies	\$	N/A
E	Government Taxes Not Included in Cash Price	\$	N/A
F	Government License and/or Registration Fees LIC: M.L.	\$	34.00
G	Government Certificate of Title Fees	\$	10.00
H	Other Charges (Seller must identify who is paid and describe purpose)		
	to _____ for Prior Credit or Lease Balance	\$	N/A
	to _____ for _____	\$	N/A
	to FARM & RANCH for DOC FEE	\$	299.50
	to _____ for _____	\$	N/A
	to _____ for _____	\$	N/A
	to _____ for _____	\$	N/A
	to _____ for _____	\$	N/A
	to _____ for _____	\$	N/A
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	(4)
5	Amount Financed (3 + 4)	\$	25088.35 (5)

Home Office Address _____
 I want the insurance checked above.
 Buyer Signature _____ Date _____
 Co-Buyer Signature _____ Date _____
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

OPTION: You pay no finance charge if the amount financed, item 5, is paid in full on or before N/A, Year ____ . SELLERS INITIALS _____

NO COOLING OFF PERIOD

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

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs _____
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs _____ Date 08/19/06 Co-Buyer Signs _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here _____ Address 4328 LOUISBURG ROA PALETON NC 27504
 Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By _____ Title Co

Seller assigns its interest in this contract to WVX ACCEPTANCE CORP (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller FARM & RANCH AUTO SALES INC By _____ Title _____

VORTEC 5300 V8 FLEX FUEL ENGINE
 EXTERIOR DK GRAY METALLIC
 INTERIOR GRAY TRIM
 4-SPD AUTOMATIC TRANSMISSION

Division of General Motors Corporation
 MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE
 Options Installed by Manufacturer
\$36,830.00

STANDARD EQUIPMENT
 Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STI:PS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

- SUBURBAN LT PREFERRED EQUIPMENT GROUP:
- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY
- INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM
- * INCL 1YR SAFE & SOUND PLAN
- * STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

TOTAL OPTIONS
 4,130.00

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer

GASOLINE CITY MPG
14

FLEXIBLE FUEL* GASOLINE HIGHWAY MPG
18

Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 11 and 17 mpg in the city and between 15 and 21 mpg on the highway.

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 24 mpg city and 13 to 31 mpg highway. All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E15) fuel usage will yield different values. See the free Fuel Economy

2003 C1500 SUBURBAN 2WD
 5.3 LITER V8 ENGINE
 FUEL INJECTION, AUTOMATIC
 4 SPD ELECTRONIC TRANS
 CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

TOTAL VEHICLE & OPTIONS
 \$40,960.00

The Most Dependable, Longest-Lasting Trucks.

CHEVY TRUCKS



Division of General Motors Corporation

SUBURBAN 1500 - 2WD

C 5300 V8 FUEL ENGINE

EXTERIOR

DK GRAY METALLIC

AUTOMATIC TRANSMISSION

INTERIOR

GRAY TRIM

STANDARD EQUIPMENT

Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- TYPICAL SECURITY FEATURES
- LEVEL FRONT DRIVER & RT PASSENGER AIR BAG WITH AIR PASSENGER SENSING SYSTEM
- HEEL DISC BRAKES WITH ABS
- REAR DOOR LOCKS WITH KEY FOB
- TIME RUNNING LIGHTS
- OMATIC HEADLAMPS
- GRATED SAFETY BELTS
- FT DETERRENT IGNITION
- DPROOF REAR DOOR LOCKS
- VER LOCKOUT PREVENTION
- LAMPS
- ENIENCE FEATURES
- DEDUCTIBLE BUMPER-BUMPER
- AR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- VER WINDOWS
- VER DRIVER FRONT SEAT
- INT SPLIT BENCH SEAT
- ZONE MANUAL AIR COND
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR MOUNTED DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP
- POWERTRAIN/CHASSIS FEATJRES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

This vehicle is offered at the lowest price available at the dealer.

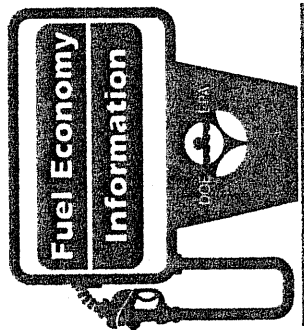
**GASOLINE
CITY MPG**

14

**FLEXIBLE FUEL*
GASOLINE**

HIGHWAY MPG

18



age will vary with living conditions, city and vehicle. Results reported to EPA are based on the majority of these estimates between

mpg in the city between

2003 C1500 SUBURBAN 2WD
5.3 LITER V8 ENGINE
FUEL INJECTION, AUTOMATIC
4 SPD ELECTRONIC TRANS
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage.

FTHANOL (E85) fuel usage.

STANDARD VEHICLE PRICE

Options Installed by Manufacturer

MANUFACTURER'S SUGGESTED RETAIL PRICE

\$36,830.00

SUBURBAN LT PREFERRED EQUIPMENT GROUP: 4,130.00

- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY
- INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- * 1ST AND 2ND ROW LEATHER SEATING SURFACES
- * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- * ELECTRONIC CLIMATE CONTROL
- * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- * STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE

4,130.00

TOTAL OPTIONS

STANDARD VEHICLE PRICE
Options Installed by Manufacturer

\$36,8

- SUBURBAN LT PREFERRED EQUIPMENT GROUP:
- * 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
 - REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
 - * 1ST AND 2ND ROW LEATHER SEATING SURFACES
 - * PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
 - * ELECTRONIC CLIMATE CONTROL
 - * ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
 - * STEERING WHL MOUNTED CONTROL
 - 7000 LBS GVW RATING
 - FEDERAL/NY/VT EMISSIONS
 - REAR AXLE - 3.73 RATIO
 - P265/70R16 BW TIRES
 - CARGO DOORS

TOTAL OPTIONS 4,1

TOTAL VEHICLE & OPTIONS \$40,9
DESTINATION CHARGE 8
TOTAL VEHICLE PRICE* \$41,7

www.chevrolet.com

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STANDARD EQUIPMENT
Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRNT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND
- AUXILIARY REAR HEAT
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- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/AUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

GASOLINE CITY MPG

14

FLEXIBLE FUEL* GASOLINE HIGHWAY MPG

18

GASOLINE AND ETHANOL (E85)

Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 11 and 17 mpg in the city and between 15 and 21 mpg on the highway.

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E85) fuel usage will yield different values. See the free Fuel Economy Guide for information on ETHANOL (E85).

2003 C1500 SUBURBAN 2WD
5.3 LITER V8 ENGINE
FUEL INJECTION, AUTOMATIC
4 SPD ELECTRONIC TRANS
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

***This vehicle operates on REGULAR GASOLINE and ETHANOL (E85).**

www.fueleconomy.gov



The Most Dependable, Longest-Lasting Trucks.

CHEVY TRUCKS

EXTERIOR DK GRAY METALLIC

INTERIOR GRAY TRIM

Division of General Motors Corporation



MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$36,830.00
Options Installed by Manufacturer

SUBURBAN LT PREFERRED EQUIPMENT 4,130.00
GROUP:
* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
* 1ST AND 2ND ROW LEATHER SEATING SURFACES
* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
* ELECTRONIC CLIMATE CONTROL
* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
* STEERING WHL MOUNTED CONTROL

7000 LBS GVW RATING NO CHARGE
FEDERAL/NY/VT EMISSIONS NO CHARGE
REAR AXLE - 3.73 RATIO NO CHARGE
P265/70R16 BW TIRES NO CHARGE
CARGO DOORS NO CHARGE

TOTAL OPTIONS 4,130.00

TOTAL VEHICLE & OPTIONS \$40,960.00
DESTINATION CHARGE 815.00
TOTAL VEHICLE PRICE* \$41,775.00

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CHARGE in the Standard Vehicle Price Shown at Right

- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

FUEL ECONOMY GUIDE available at the dealer

BLE FUEL*

GASOLINE
HIGHWAY MPG

18

Economy
Information

SUBURBAN 2WD
ENGINE
ON, AUTOMATIC
RONIC TRANS
EEDBACK FUEL SYSTEM

For comparison shopping,
all vehicles classified as
SPECIAL PURPOSE
have been issued mileage
ratings ranging from
10 to 25 mpg city and
13 to 31 mpg highway.

All fuel economy values
on this label pertain to
GASOLINE fuel usage.
ETHANOL (E85) fuel usage
will yield different values
See the free Fuel Economy
Guide for information on
ETHANOL (E85)

ANNUAL FUEL COST: \$1551

ILAR GASOLINE and ETHANOL (E85).

www.fueleconomy.gov

FINAL ASSEMBLY GTO. MEX

ORDER NO GBQKQD
MODEL NO CC15906
SALES CODE E
DEALER NO 16-153

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Exhibit A

Dispatch Inquiry
06/04/09 10:15

CADPlus
By EDS, Inc.

Printed By: MBG3004

Agency : CClass :
Begin : 01/01/09 00:00:00 Neigh :
End : 06/04/09 10:14:03 Distrct :
Status : Group :
Recvd : Officer:
Busness:

Area :
Beat :
Zone :
Unit :

Address: 4720**VALLEY STREAM*DR*

Report	Address	Dispatch ID	Officer	Date	Time	Dsp	Call Class
1	4720	VALLEY STREA	WINKLE, M	03/21	20:30	C	SECURITY CHECK
2	4720	VALLEY STREA	VENISHEL,	03/24	16:45	C	SUSPICIOUS VEHICLE
3 P09038589	4720	VALLEY STREA	MACARIO,	03/27	10:32	CX	TALK WITH OFFICER
4	4720	VALLEY STREA	MACARIO,	03/28	14:57	C	FOLLOW-UP INVESTIG
5	4720	VALLEY STREA	OGDEN, C.	04/01	14:25	E	SUSPICIOUS VEHICLE
6	4720	VALLEY STREA		04/19	18:40	REPO	REPO

Capitalone
repossession



Capital One, N.A.
PO Box 85870
Richmond, VA 23285-5870

Exhibit II

May 14, 2009

Jessica Heironimus
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

File No. 0905567
Our Case No. 10000792208900

Dear Ms. Heironimus:

I am writing in regards to the complaint that was filed with your office by Ms. Tracy Woody. We appreciate you bringing this matter to our attention. We take great care to ensure that important matters such as these are appropriately addressed.

As we understand her complaint, she purchased a 2003 SUV in August of 2008, using Capital One Auto Finance ("COAF") as her lender. Within four months of her purchase, she began to experience multiple mechanical difficulties with the SUV. In addition, she mentions multiple discrepancies with her loan contract and application process. These are noted below:

1. COAF advised the Bankruptcy court that her annual percentage rate was 7.00%, when her contract indicates a 10.09% rate.
2. Sales contract term is 72 months but her payments total 73
3. She states that she had a Consumer Fraud Alert on her credit report at the time of her application, but COAF did not contact her before the loan was opened to confirm she was the applicant

As a result of the above stated discrepancies and the vehicles mechanical issues, she is asking that COAF agree to waive the remaining balance on her auto loan and reimburse her for all of her payments.

Ms. Heironimus, first and foremost, we certainly regret to hear of any mechanical difficulties Ms. Woody may be experiencing with her vehicle. We have reviewed her contract and our records do not indicate that she obtained a service warranty at the time of her purchase. Please understand that COAF does not guarantee the condition of the vehicle, and it is her responsibility to have the necessary inspections completed prior to her purchase. In addition, please find our response to her above listed concerns below:

1. We recommend that she speak with her trustee for any Bankruptcy concerns she may have. Our contract indicates a rate of 10.09%.
2. We have confirmed that her contract (Copy enclosed) indicates her term is 72 months; however, please see the paragraph labeled Finance Charge and Payments, section b, which states:

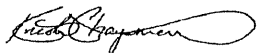
"Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment."

3. Please note that our policy is to contact and properly verify that a consumer truly submitted an application prior to proceeding with a complete approval if there is a Consumer Fraud Alert on their credit report.

We did not find any errors in the servicing of this loan. As a result, we are unable to honor her request to waive the remaining balance on her loan, or reimburse her for all monthly payments.

We regret any inconvenience this matter may have caused Ms. Woody. If you have additional questions, please contact me at 972-295-1655.

Sincerely,



Krista Chapman
On behalf of Capital One, N.A.

Enclosure

cc:
Tracy Woody
4908 Valley Place
Raleigh, NC 27604

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT

PONAZILLO

Dealer Number Contract Number

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)
TRACY MICHELLE WOODY
1322 HOLMAN ST
RALEIGH, NC 27601- WAKE
Creditor - Seller (Name and Address)
FARM & RANCH AUTO SALES INC
4328 LOUISBURG ROAD
RALEIGH NC 27604-

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Table with columns: New/Used, Year, Make and Model, Vehicle Identification Number, Primary Use For Which Purchased.
2003 Chevrolet 3GNEC16X3G268568

FEDERAL TRUTH-IN-LENDING DISCLOSURES
ANNUAL PERCENTAGE RATE: 10.09%
FINANCE CHARGE: \$8599.01
Amount Financed: \$25088.35
Total of Payments: \$33687.36
Total Sale Price: \$33687.36

Your Payment Schedule Will Be:
Number of Payments: 72
Amount of Payments: \$471.88
When Payments Are Due: Monthly beginning 10/03/2006
Late Charge: \$8.00

ITEMIZATION OF AMOUNT FINANCED
1 Cash Price (including \$719.85 sales tax) \$24714.85
2 Total Downpayment = \$0.00
3 Unpaid Balance of Cash Price (1 minus 2) \$24714.85
4 Other Charges including Amounts Paid to Others on Your Behalf \$373.50
5 Amount Financed (3 + 4) \$25088.35

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required in checked below.

Check the insurance you want and sign below:
Optional Credit Insurance
Credit Life: Buyer Co-Buyer Both
Credit Disability (Buyer Only)
Premium: Credit Life \$ N/A Credit Disability \$ N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process.

Other Insurance
Type of Insurance: N/A Term: N/A
Premium: \$ N/A
Insurance Company Name: N/A
Home Office Address: N/A

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$25.00 if any check you give us is dishonored.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection.

OPTION: You pay no finance charge if the amount financed, item 5, is paid in full on or before Year, SELLERS INITIALS

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Tracy Woody Date 08/19/06 Co-Buyer Signs
Other owner signs here
Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By [Signature] Title [Title]

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. ~~If you do not have this insurance, we may~~

If we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

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

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

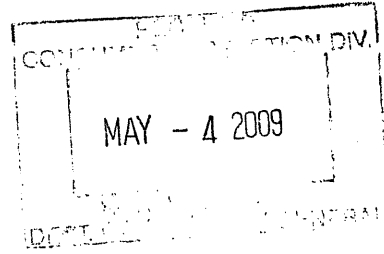
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
6. **Applicable Law.** Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

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

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

Farm and Ranch Auto Sales, Inc.
4328 Louisburg Road
Raleigh, NC 27604
(919)876-7286



State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Re: File No. 0905567
Tracy Woody

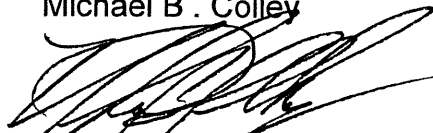
Attn: Jessica Heironimus

April 27, 2009

Ms. Heironimus,

I am in receipt of the above complaint. Unfortunately, a response is difficult because the complaint itself is not legible. I can however respond that this vehicle was purchased 8-19-06 with 52,106 miles at the time of delivery. The vehicle was sold with a 60 day or 2000 mile warranty. This time frame and mileage has expired. This customer is lodging a complaint 32 months after the purchase of a vehicle that now has over 80,000 miles on it. We feel the complaint is invalid and should be closed. If I can be of further assistance, please feel free to contact me.

Thank you,
Michael B. Colley



General Manager

manufacturer written notice of his intent to bring an action against the manufacturer at least 10 days prior to filing such suit. Nothing in this section shall prevent a manufacturer from requiring a consumer to utilize an informal settlement procedure prior to litigation if that procedure substantially complies in design and operation with the Magnuson-Moss Warranty Act, 15 USC § 2301 et seq., and regulations promulgated thereunder, and that requirement is written clearly and conspicuously, in the written warranty and any warranty instructions provided to the consumer. (1987, c. 385.)

§ 20-351.8. Remedies.

In any action brought under this Article, the court may grant as relief:

A permanent or temporary injunction or other equitable relief as the court deems just;

Monetary damages to the injured consumer in the amount fixed by the verdict. Such damages shall be trebled upon a finding that the manufacturer unreasonably refused to comply with G.S. 20-351.2 or G.S. 20-351.3. The jury may consider as damages all items listed for refund under G.S. 20-351.3;

A reasonable attorney's fee for the attorney of the prevailing party, payable by the losing party, upon a finding by the court that: a. The manufacturer unreasonably failed or refused to fully resolve the matter which constitutes the basis of such action; or b. The party instituting the action knew, or should have known, the action was frivolous and malicious. (1987, c. 385.)

§ 20-351.9. Dealership liability.

No authorized dealer shall be held liable by the manufacturer for any refunds or vehicle replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner substantially inconsistent with the manufacturers' instructions. This Article does not create any cause of action by a consumer against an authorized dealer. (1987, c. 385.)

§ 20-351.10. Preservation of other remedies.

This Article does not limit the rights or remedies which are otherwise available to a consumer under any other law. (1987, c. 385.)

The Magnuson-Moss Warranty Act

The Magnuson-Moss Warranty Act is a Federal Law that protects the buyer of any product which costs more than \$25 and comes with an express written warranty. This law applies to any product that you buy that does not perform as it should.

Your car is a major investment, rationalized by the peace of mind that flows from its expected dependability and safety. Accordingly, you are entitled to expect an automobile properly constructed and regulated to provide reasonably safe, trouble-free, and dependable transportation - regardless of the exact make and model you bought. Unfortunately, sometimes these principles do not hold true and defects arise in automobiles. Although one defect is not actionable, repeated defects are as there exists a generally accepted rule that unsuccessful repair efforts render the warrantor liable. Simply put, there comes a time when "enough is enough" - when after having to take your car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, you are entitled to say, 'That's all,' and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. The rationale behind these basic principles is clear: once your faith in the vehicle is shaken, the vehicle loses its real value to you and becomes an instrument whose integrity is impaired and whose operation is fraught with apprehension. The question thus becomes when is "enough"?

As you know, enough is never enough from your warrantor's point of view and you should simply continue to have your defective vehicle repaired - time and time again. However, you are not required to allow a warrantor to tinker with your vehicle indefinitely in the hope that it may eventually be fixed. Rather, you are entitled to expect your vehicle to be repaired within a reasonable opportunity. To this end, both the federal Moss Warranty Act, and the various state "lemon laws," require repairs to your vehicle be performed within a reasonable opportunity.

Under the Magnuson-Moss Warranty Act, a warrantor should perform adequate repairs in at least two, and possibly three, attempts to correct a particular defect. Further, the Magnuson-Moss Warranty Act's reasonableness requirement applies to your vehicle as a whole rather than to each individual defect that arises. Although most of the Lemon Laws vary from state to state, each individual law usually require a warrantor to cure a specific defect within four to five attempts or the automobile as a whole within thirty days. If the warrantor fails to meet this obligation, most of the lemon laws provide for a full refund or new replacement vehicle. Further, this reasonable number of attempts/reasonable opportunity standard, whether it be that of the Magnuson-Moss Warranty Act or that of the Lemon Laws, is akin to strict liability - once this threshold has been met, the continued existence of a defect is irrelevant and you are still entitled to relief.

One of the most important parts of the Magnuson-Moss Warranty Act is its fee shifting provision. This provision provides that you may recover the attorney fees incurred in the prosecution of your case if you are successful - independent of how much you actually win. That rationale behind this fee shifting provision is twofold: (1) to ensure you will be able to vindicate your rights without having to expend large sums on attorney's fees and (2) because automobile manufacturers are able to write off all expenses of defense as a legitimate business expense, whereas you, the average consumer, obviously does not have that kind of economic staying power. Most of the Lemon Laws contain similar fee shifting provisions.

You may also derive additional warranty rights from the Uniform Commercial Code; however, the Code does not allow you in most states to recover your attorney fees and is also not as consumer friendly as the Magnuson-Moss Warranty Act or the various state lemon laws.

The narrative information on Magnuson-Moss, UCC and lemon laws on these pages is provided by Marshall Meyers, attorney.

Uniform Commercial Code Summary

The Uniform Commercial Code or UCC has been enacted in all 50 states and some of the territories of the United States. It is the primary source of law in all contracts dealing with the sale of products. The TARR refers to Tender, Acceptance, Rejection, Revocation and applies to different aspects of the consumer's "relationship" with the purchased goods.

TENDER -

The tender provisions of the Uniform Commercial Code contained in Section 2-601 provide that the buyer is entitled to reject any goods that fail in any respect to conform to the contract. Unfortunately, new cars are often technically complex and their innermost workings are beyond the understanding of the average new car buyer. The buyer, therefore, does not know whether the goods are then conforming.

ACCEPTANCE -

The new car buyer accepts the goods believing and expecting that the manufacturer will repair any problem he has with the goods under the warranty.

REJECTION -

The new car buyer may discover a problem with the vehicle within the first few miles of his purchase. This would allow the new car buyer to reject the goods. If the new car buyer discovers a defect in the car within a reasonable time to inspect the vehicle, he may reject the vehicle. This period is not defined. On the one hand, the buyer must be given a reasonable time to inspect and that reasonable time to inspect will be held as an acceptance of the vehicle. The Courts will decide this reasonable time to inspect based on the knowledge and experience of the buyer, the difficulty in discovering the defect, and the opportunity to discover the defect.

The following is an example of a case of rejection: Mr. Zabriskie purchase a new 1966 Chevrolet Biscayne. After picking up the car on Friday evening, while en route to his home 2.5 miles away, and within 7/10ths of a mile from the dealership, the car stalled

and stalled again within 15 feet. Thereafter, the car would only drive in low gear. The buyer rejected the vehicle and stopped payment on his check. The dealer contended that the buyer could not reject the car because he had driven it around the block and that was his reasonable opportunity to inspect. The New Jersey Court said;

To the layman, the complicated mechanisms of today's automobile are a complete mystery. To have the automobile inspected by someone with sufficient expertise to disassemble the vehicle in order to discover latent defects before the contract is signed, is assuredly impossible and highly impractical. Consequently, the first few miles of driving become even more significant to the excited new car buyer. This is the buyer's first reasonable opportunity to enjoy his new vehicle to see if it conforms to what it was represented to be and whether he is getting what he bargained for. How long the buyer may drive the new car under the guise of inspection of new goods is not an issue in the present case because 7/10th of a mile is clearly within the ambit of a reasonable opportunity to inspect. *Zabriskie Chevrolet, Inc. v. Smith*, 240 A. 2d 195(1968)

It is suggested that Courts will tend to excuse use by consumers if possible.

REVOCATION -

What happens when the consumer has used the new car for a lengthy period of time? This is the typical lemon car case. The UCC provides that a buyer may revoke his acceptance of goods whose non-conformity substantially impairs the value of the goods to him when he has accepted the goods without discovery of a non-conformity because it was difficult to discover or if he was assured that non-conformities would be repaired. Of course, the average new car buyer does not learn of the nonconformity until hundreds of thousands of miles later. And because quality is job one, and manufacturers are competing on the basis of their warranties, the consumer always is assured that any nonconformities he does discover will be remedied.

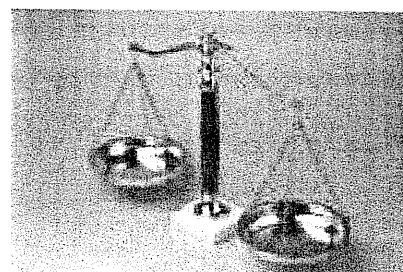
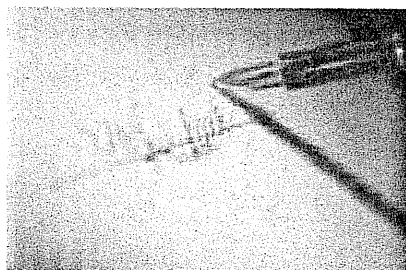
What is a nonconformity substantially impairing the value of the vehicle?

A nonconformity may include a number of relatively minor defects whose cumulative total adds up to a substantial impairment. This is the "Shake Faith" Doctrine first stated in the *Zabriskie* case. "For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension".

A substantial nonconformity may include a failure or refusal to repair the goods under the warranty. In *Durfee V. Rod Baxter Imports*, the Minnesota Court held that the Saab owner that was plagued by a series of of annoying minor defects and stalling, which were never repaired after a number of attempts, could revoke, "if repairs are not successfully undertaken within a reasonable time", the consumer may elect to revoke.

Substantial Non Conformity and Lemon Laws often define what may be considered a substantial impairment. These definitions have been successfully used to flesh out the substantial impairment in the UCC.

Additional narrative information on Magnusson-Moss, UCC and lemon laws on these pages is provided by T. Michael Flinn, attorney.



LAW PROHIBITS UNFAIR AND DECEPTIVE TRADE PRACTICES

by
Jim Slaughter, Attorney

**Originally published as "Sherman Antitrust Act Became Model for Similar Laws by States"
in *The Business Weekly of the Greensboro News & Record***

During the nineteenth century in the United States, tremendous economic power became concentrated in the hands of a few individuals. By the latter part of the century, some of these individuals were combining their resources in "trusts" to completely dominate various industries. For example, Standard Oil Company controlled 90% of the lamp-oil refining in the United States; E.C. Knight Company controlled 98% of the nation's sugar refining.

Monopolies meant that a few people had the power to dictate to everybody else; the government saw this action as unfair and took action. In July 1890 Congress passed the Sherman Antitrust Act (named after its author, Senator John Sherman of Ohio) in an attempt to preserve competition and to prevent further concentration of economic power. The Sherman Act prohibits practices which create monopolies or restrain trade by obstructing trade and competition.

As the Sherman Act applied only to interstate and international trade and commerce, many states quickly passed Sherman-like legislation to regulate state practices. Like the federal law, these state statutes were designed to protect the public by suppressing trusts, securing competition, and preventing monopolies.

STATE REGULATION

Using the Sherman Act as a guide, the North Carolina General Assembly passed laws in 1913 to limit monopolies and trusts. General Statute 75-1 states that "every contract, combination in the form of trust

or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal." Violation of the statute is a criminal felony.

If North Carolina's statute only prohibited monopolies, it wouldn't be of much use ("trust busting" on a state level isn't very common). These days very few legal actions are filed under the state statute to regulate monopolies and trusts. In addition to regulating monopolies, though, our state law also declares as unlawful "unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce." Although this portion of the statute is not a criminal offense, the statute provides specific relief to injured parties.

The real muscle behind the unfair or deceptive trade practices statute is the civil remedy. Any person or business injured or destroyed by unfair or deceptive trade practices can sue the perpetrator. To prevail on such a claim, a party must show the following:

1. an unfair or deceptive act or practice, or an unfair method of competition,
2. in or affecting commerce,
3. which proximately caused actual injury to the party or to his business.

If the injured party is awarded damages, the statute automatically trebles, or triples, the damages. The statute even allows a judge to require the unsuccessful side to pay the attorney's fees of the prevailing party.

Because "unfair methods of competition" and "unfair or deceptive trade practices" take so many forms, the statute makes no attempt to list all instances. Instead, courts have held that the existence of unfair acts and practices must be determined from the circumstances of each particular case. As a matter of practice, acts are usually found to be unfair and deceptive when they offend established public policy or are immoral, unethical, oppressive, unscrupulous, or injurious to consumers. Questions as to whether or not the perpetrator intended certain consequences or acted in good or bad faith are irrelevant. The relevant question is what effect the conduct has on the consuming public.

As described above, no precise list of unfair and deceptive acts can be created because each case must be judged on its own facts. However, certain categories of behavior have been found to violate the statute in past cases:

- Fraud or misrepresentation in a commercial setting.
- Situations in which competitors divide up a territory in order to minimize competition.
- Unfair and deceptive acts and practices in the insurance industry.
- Deceiving creditors to extend credit to an individual who is not creditworthy.
- Libeling or slandering someone else's product or business activities.
- The "passing off" of one's goods as those of a competitor.
- Wrongful interference with another's contracts.

- Systematic overcharging of customers.

In an ordinary unfair or deceptive trade practices case, the jury is responsible for determining whether or not the alleged acts were committed. Following this determination, the court must decide as a question of law whether or not the proven facts constitute an unfair or deceptive trade practice.

This article is intended to provide general information about the topic discussed and is not legal advice or a legal opinion. Specific questions should be directed to a lawyer at Forman Rossabi Black, P.A., or to another attorney.

Forman Rossabi Black, PA
3623 North Elm Street, Suite 200 Greensboro, NC 27455
Office: 336-378-1899 Fax: 336-378-1850

info@frb-law.com