

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

COURT FILE NO.:

Mickey Thrasher and Kimberly Cyr
*on behalf of themselves and all others
similarly situated*
Plaintiffs

v.

Rocky Mountain Auto Brokers, Inc.,
Defendant

CLASS ACTION COMPLAINT AND JURY DEMAND

NATURE OF ACTION

1. Plaintiffs, Mickey Thrasher and Kimberly Cyr (collectively “Plaintiffs”), bring this putative class action complaint against Defendant, Rocky Mountain Auto Brokers, Inc. (“RMAB”), under the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693 *et seq.*, and Regulation E, 12 C.F.R. part 205, individually and on behalf of all others similarly situated.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1693m(g) and 28 U.S.C. § 1331.

3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), as the acts and transactions giving rise to Plaintiffs’ action occurred in this district and Defendant transacts business in this district.

THE ELECTRONIC FUND TRANSFER ACT

4. The EFTA is a federal statute that regulates electronic fund transfers—in particular, preauthorized transfers—initiated by consumers through financial institutions.

5. Congress passed the EFTA “to provide a basic framework establishing the rights, liabilities, and responsibilities of participants in electronic fund and remittance transfer systems.” 15 U.S.C. § 1693(b).

6. Courts have observed that it was “[t]he dependency of electronic fund transfer systems on computers and the resulting absence of any human contact with the transfer [that] motivated Congress to pass the EFTA, as well as the lack of a written record.” *Vigneri v. U.S. Bank Nat’l Ass’n.*, 437 F. Supp. 2d 1063, 1066 (D. Neb. 2006).

7. In passing the EFTA, however, Congress noted that “[t]he primary objective of [the EFTA] . . . is the provision of individual consumer rights.” 15 U.S.C. § 1693(b).

8. “One objective of the EFTA is to ‘insure that consumers are not forced to use [electronic fund transfers].’” *Kemply v. Cashcall, Inc.*, No. 08-CV-03174-MEJ, 2016 WL 1055251, at *6 (quoting 124 Cong. Rec. 25,733, RJN, Dkt. No. 289-4 at 3).

9. To accomplish this goal, Congress enacted § 1693k which provides: “No person may— (1) Condition the extension of credit to a consumer on such consumer’s repayment by means of preauthorized electronic fund transfers.” 15 U.S.C. § 1693k. “With this provision, Congress sought to protect consumers’ ability to choose their payment method by prohibiting persons from conditioning the extension of credit on EFT payments.” *Kemply*, 2016 WL 1055251, at *6; *see also* 124 Cong. Rec. 25,735 (“As with

any technology, many consumers will choose not to change but to cling to their traditional method of payment. [Section 1693k(1) is] designed to insure that consumers have this right.”).

PARTIES

10. Plaintiff, Mickey Thrasher, is a natural person who at all relevant times resided in the State of Colorado, County of El Paso, and City of Colorado Springs.

11. Mr. Thrasher is a “consumer” as defined by 15 U.S.C. § 1693a(6) and 12 C.F.R. § 205.2(e).

12. Plaintiff, Kimberly Cyr, is a natural person who at all relevant times resided in the State of Colorado, County of El Paso, and City of Colorado Springs.

13. Ms. Cyr is a “consumer” as defined by 15 U.S.C. § 1693a(6), 12 C.F.R. § 205.2(e).

14. Defendant, RMAB, is a company that is, upon information and belief, duly licensed to conduct business within the state of Colorado, and with a principal office located at 4912 Carrera Point, Colorado Springs, CO 80923.

MS. CYR’S TRANSACTION WITH RMAB

15. On September 15, 2017, Ms. Cyr visited RMAB’s dealership to shop for a vehicle.

16. Ms. Cyr selected a 2007 Saturn Aura, and agreed to purchase it from RMAB for \$11,291.38.

17. Ms. Cyr could not afford to pay cash for the vehicle, so she purchased it on credit and executed a retail installment sales contract (“the Cyr Contract”) in favor of RMAB.

18. A true and accurate copy of the Cyr Contract is attached to this complaint as Exhibit A.

19. During the parties’ discussions regarding the purchase of the vehicle, RMAB’s representative advised Ms. Cyr that she would have to enroll in an automatic payment plan (“the auto pay arrangement”) for her loan to be approved.

20. Based on RMAB’s representations, Ms. Cyr agreed to enroll in the auto pay arrangement, and executed an electronic fund transfer authorization form

21. A true and accurate copy of the electronic fund transfer authorization is attached hereto as Exhibit B.

22. The electronic fund transfer authorization form authorized RMAB’s assignee to transfer money from Ms. Cyr’s bank account to pay her monthly payments under the Cyr Contract.

23. Ms. Cyr’s bank account was established primarily for personal, family, and household purposes and thus is an “account” as defined by 15 U.S.C. § 1693a(2) and 12 C.F.R. § 205.2(b)(1).

24. The fund transfers allowed by the EFT Authorization are “electronic fund transfers” as defined by 15 U.S.C. § 1693a(7) and 12 C.F.R. § 205.3(b).

25. The fund transfers allowed by EFT Authorization were to occur at a substantially regular intervals and thus are “preauthorized electronic fund transfers” as defined by 15 U.S.C. § 1693a(10) and 12 C.F.R. § 205.2(k).

MR. THRASHER’S TRANSACTION WITH RMAB

26. On December 27, 2017, Mr. Thrasher visited RMAB’s dealership to shop for a vehicle.

27. Mr. Thrasher selected a 2003 Chrysler Town & Country, and agreed to purchase it from RMAB for \$7,366.91.

28. Mr. Thrasher could not afford to pay cash for the vehicle, so he purchased it on credit and executed a retail installment sales contract (“the Thrasher Contract”) in favor of RMAB.

29. A true and accurate copy of the Thrasher Contract is attached to this complaint as Exhibit C.

30. During the parties’ discussions regarding the purchase of the vehicle, RMAB’s representative advised Mr. Thrasher that he would have to enroll in an automatic payment plan (“the auto pay arrangement”) for his loan to be approved.

31. Based on RMAB’s representations, Mr. Thrasher agreed to enroll in the auto pay arrangement, and executed an electronic fund transfer authorization form.

32. A true and accurate copy of the transfer authorization form is attached to this complaint as Exhibit D.

33. The electronic fund transfer authorization form authorized RMAB's assignee to transfer money from Mr. Thrasher's bank account to pay his monthly payments under the Thrasher Contract.

34. Mr. Thrasher's bank account was established primarily for personal, family, and household purposes and thus it is an "account" as defined by 15 U.S.C. § 1693a(2) and 12 C.F.R. § 205.2(b)(1).

35. The fund transfers allowed by the auto pay arrangement are "electronic fund transfers" as defined by 15 U.S.C. § 1693a(7) and 12 C.F.R. § 205.3(b).

36. The fund transfers allowed by the auto pay arrangement were to occur at a substantially regular intervals and thus are "preauthorized electronic fund transfers" as defined by 15 U.S.C. § 1693a(10) and 12 C.F.R. § 205.2(k).

CLASS ACTION ALLEGATIONS

37. Plaintiffs repeat and re-allege all factual allegations above.

38. Upon information and belief, RMAB's practice of conditioning credit upon its customers' repayment via preauthorized electronic fund transfers, is its standard practice in dealing with consumers.

39. Upon information and belief, RMAB has engaged in its practice of conditioning credit upon its customers' repayment via preauthorized electronic fund transfers, with respect to over forty (40) individuals in the state of Colorado in the year prior to the filing of this matter.

40. Plaintiffs brings this action on behalf of themselves and all others similarly situated. Specifically, Plaintiffs seek to represent a class of individuals defined as:

All persons that purchased a vehicle from RMAB on credit and agreed to allow RMAB or its assignee to initiate preauthorized electronic fund transfers from their bank accounts for the payments due under their loans, within the twelve months preceding the filing of Plaintiffs' class action complaint.

41. The proposed class specifically excludes the United States of America, the State of Colorado, counsel for the parties, the presiding United States District Court Judge, the Judges of the United States Court of Appeals for the Tenth Circuit, and the Justices of the United States Supreme Court, all officers and agents of RMAB, and all persons related to within the third degree of consanguinity or affection to any of the foregoing persons.

42. The class is averred to be so numerous that joinder of members is impracticable.

43. The exact number of class members is unknown to Plaintiffs at this time and can be ascertained only through appropriate discovery.

44. The class is ascertainable in that the names and addresses of all class members can be identified in business records maintained by RMAB.

45. There exists a well-defined community of interest in the questions of law and fact involved that affect the parties to be represented. These common questions of law and fact predominate over questions that may affect individual class members. Such issues include, but are not limited to: (a) the existence of RMAB's identical conduct particular to the matters at issue; (b) RMAB's violation of the EFTA; (c) the availability of statutory penalties; and (d) attorney's fees and costs.

46. Plaintiffs' claims are typical of the claims of the class they seek to represent.

47. Plaintiffs' claims and the class's claims originate from the same conduct, practice, and procedure on the part of RMAB. Thus, if brought and prosecuted individually, the claims of each class member would require proof of the same material and substantive facts.

48. Plaintiffs possesses the same interests and have suffered the same injuries as each class member. Plaintiffs assert identical claims and seek identical relief on behalf of the unnamed class members.

49. Plaintiffs will fairly and adequately protect the interests of the class and have no interest adverse to or which directly and irrevocably conflict with the interests of other class members.

50. Plaintiffs are willing and prepared to serve this Court and the proposed class.

51. The interests of Plaintiffs are co-extensive with and not antagonistic to those of the absent class members.

52. Plaintiffs have retained the services of counsel who are experienced in consumer protection claims, as well as complex class action litigation, will adequately prosecute this action, and will assert, protect and otherwise represent Plaintiffs and all absent class members.

53. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and 23(b)(1)(B). The prosecution of separate actions by individual members of the class

would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the action or could substantially impair or impede their ability to protect their interests.

54. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the parties opposing the class. Such incompatible standards of conduct and varying adjudications, on what would necessarily be the same essential facts, proof and legal theories, would also create and allow the existence of inconsistent and incompatible rights within the class.

55. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) in that RMAB has acted or refused to act on grounds generally applicable to the class, making final declaratory or injunctive relief appropriate.

56. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) in that the questions of law and fact that are common to members of the class predominate over any questions affecting only individual members.

57. Moreover, a class action is superior to other methods for the fair and efficient adjudication of the controversies raised in this Complaint in that: (a) individual claims by the class members will be impracticable as the costs of pursuit would far exceed what any one plaintiff or class member has at stake; (b) as a result, very little litigation has been commenced over the controversies alleged in this Complaint and individual members are unlikely to have an interest in prosecuting and controlling

separate individual actions; and (c) the concentration of litigation of these claims in one forum will achieve efficiency and promote judicial economy.

COUNT I
VIOLATION OF 15 U.S.C. § 1693k

58. Plaintiffs repeat and re-allege each and every factual allegation above.

59. The EFTA provides: “No person may— (1) Condition the extension of credit to a consumer on such consumer’s repayment by means of preauthorized electronic fund transfers.” 15 U.S.C. § 1693k.

60. Regulation E as promulgated by the Consumer Financial Protection Bureau provides: “No financial institution or other person may condition an extension of credit to a consumer on the consumer's repayment by preauthorized electronic fund transfers” 12 C.F.R. § 1005.10(e).

61. RMAB violated 15 U.S.C. § 1693k and 12 C.F.R. § 1005.10(e) by conditioning the extension of credit to Plaintiffs and the class members upon their repayment by preauthorized electronic fund transfers.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiffs as class representatives under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that RMAB violated 15 U.S.C. § 1693k and Regulation E;
- c) Enjoining RMAB from further violations of 15 U.S.C. § 1693k and Regulation E;

- d) Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 1693m(a)(2)(A);
- e) Awarding Plaintiffs, and the class they seek to represent, statutory damages in such amount as the court may allow, without regard to a minimum individual recovery, and not to exceed the lesser of \$500,000 or 1 percent of the net worth of the RMAB, pursuant to 15 U.S.C. § 1693m(a)(2)(B);
- f) Awarding Plaintiffs, and the class they seek to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1693m(a)(3); and
- g) Awarding other and further relief as the Court may deem just and proper.

TRIAL BY JURY

23. Plaintiffs are entitled to and hereby demand a trial by jury.

Dated: September 13, 2018

Respectfully submitted,

s/ Russell S. Thompson, IV

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Attorneys for Plaintiffs

EXHIBIT "A"

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

RETAIL INSTALLMENT CONTRACT

ACCOUNT # XXXXXXXXXX 3551

LOT # SK9

Buyer Name and Address KIMBERLEY R CYR 1405 E PARKWAY DR COLORADO SPRINGS, CO 80905	Co-Buyer Name and Address N/A	Creditor-Seller Name and Address ROCKY MOUNTAIN AUTO BROKERS INC 4912 CARRERA POINT COLORADO SPRINGS, CO 80923
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"You" and "Your" mean each Buyer above, jointly and severally. "Us" and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown on page 2 as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Installment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the subsequent pages of this Contract. The Annual Percentage Rate may be negotiable with Us.

Used	Year and Make 2007 Saturn	Model and Body Style Aura 4D Sedan	Color BLUE	Vehicle Identification Number XXXXXXXXXX	Odometer Reading 115,760
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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate. 20.99 %	FINANCE CHARGE The dollar amount the credit will cost You. \$ 4,219.72	Amount Financed The amount of credit provided to You or on Your behalf. \$ 10,041.38	Total of Payments The amount You will have paid after You have made all payments as scheduled. \$ 14,261.10	Total Sale Price The total cost of Your purchase on credit, including Your down payment of \$ 1,250.00 is \$ 15,511.10
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Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
42	\$ 339.55	Monthly, beginning October 15, 2017

Security: You are giving a security interest in the goods or Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged \$15.

Prepayment: If You pay early, You may be entitled to a refund of part of the Finance Charge.

Additional Information: Please read this contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. YOU MAY PURCHASE OR PROVIDE THE INSURANCE THROUGH ANYONE YOU CHOOSE WHO IS REASONABLE ACCEPTABLE TO US, as more fully described on page 3.

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS/DOES NOT HAVE (STRIKE WORDS NOT APPLICABLE) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-27-103(2), COLORADO REVISED STATUES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

ARBITRATION: This Contract contains an Arbitration Clause that states You and We may elect to resolve any dispute by arbitration and not by court action. See the Arbitration Clause on Page 5 of this Contract for the full terms and conditions of the agreement to arbitrate. By initialing below, you confirm that you have read, understand and agree to the terms and conditions in the Arbitration Clause.

Buyer's Initials KRC Buyer's Initials _____

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.

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

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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

Buyer's Initials KRC Buyer's Initials _____

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** (including accessories and improvements to the Vehicle)..... \$ 9,425.00 (1)

2. **Sales Tax**..... \$ 835.23 (2)

3. **Down-Payment Calculation:**

Cash Down Payment \$ 1,250.00 (A)

Deferred Down Payment \$ N/A (B)

Trade-In Description: **Gross Trade-In** \$ N/A (C)

Make: N/A

Model: N/A **Payoff Made by Seller** \$ N/A (D)

Net Trade-In (If negative number, Insert "0" in line 3(E) and itemize difference in 5(E) below) (C-D) \$ N/A (E)

Trade-In Description: **Gross Trade-In** \$ N/A (F)

Make: N/A

Model: N/A **Payoff Made by Seller** \$ N/A (G)

Net Trade-In (If negative number, Insert "0" in line 3(H) and itemize difference in 5(K) below) (F-G) \$ N/A (H)

Other: Manufacturers Rebate \$ N/A (I)

Total Down Payment (A+B+E+H+I) \$ 1,250.00 (3)

4. **Unpaid Balance of Cash Price** (1+2 less 3)..... \$ 9,010.23 (4)

5. **Other Charges Including Amounts Paid to Others on Your Behalf:**

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

A. *Cost of Required Physical Damage Insurance Paid to Insurance Company \$ N/A (A)

B. *Cost of Optional Extended Warranty or Service Contract Paid to the Company named below \$ N/A (B)

C. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest \$ N/A (C)

D. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration \$ 32.15 (D)

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

E. to N/A for lien or lease payoff \$ N/A (E)

F. *to Western Diversified Services, Inc. for Optional GAP Protection \$ 300.00 (F)

G. *to THE SELLER for ROCKY MOUNTAIN AUTO BROKERS INC \$ 699.00 (G)

H. *to N/A for N/A \$ N/A (H)

I. *to N/A for N/A \$ N/A (I)

J. *to N/A for N/A \$ N/A (J)

K. to N/A for lien or lease payoff \$ N/A (K)

Total of Other Charges and Amounts Paid to Others on Your Behalf..... \$ 1,031.15 (5)

6. **Less Prepaid Finance Charge**..... \$ N/A (6)

7. **Amount Financed - Unpaid Balance** (4 + 5 less 6)..... \$ 10,041.38 (7)

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

Price \$ N/A Term: N/A Company: N/A

****NOT PURCHASED - DO NOT SIGN****

Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

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

Cost: \$ 300.00 Term: 42 Mos. Provider: Western Diversified Services, Inc.

Sign → Buyer's Signature: Kimberley R Cyr Date: 09/15/2017 Buyer's Signature _____ Date _____

NOTICE TO BUYER: 1. Do not sign this Contract in blank. 2. You are entitled to 1 true copy of the Contract You sign without charge. Keep it to protect Your legal rights.
You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

Sign → Buyer's Signature: x Kimberley R Cyr Buyer's Signature: x _____

Seller: ROCKY MOUNTAIN AUTO BROKERS INC By: Howard L Folk III Title: AGENT

This Contract is signed by the Seller and Buyer(s) hereto this 15th day of September, 2017

Not required to mail or fax this copy to Credit Acceptance

ADDITIONAL TERMS AND CONDITIONS

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

Late Charge. You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay Us a late charge as stated on page 1 of this Contract. You agree that We do not waive any of our rights by accepting one or more late payments from You.

Bad Check Charge. You agree to pay Us a bad check charge of \$25 (or such other amount permitted by applicable law) for any check or like instrument given by You to Us that is returned by Your bank because of insufficient funds or because Your bank account was closed.

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

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

Prepayment. You have the right to prepay Your account balance early without a penalty. If You prepay in full, You may be entitled to a refund credit of part of the pre-computed finance charge. This credit will be calculated in accordance with the actuarial method. We will apply the credit to the amount You owe Us or if You paid Us more than the amount owed to Us under this Contract, We will refund it to You. A minimum finance charge of \$25 may be charged. We will not credit or refund amounts less than \$1.00.

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

Required Physical Damage Insurance. You must insure Yourself and Us for the term of this Contract against loss of, or physical damage to the Vehicle with a policy in Your name that is acceptable to Us. We must approve the type and amount of insurance. At any time during the term of this Contract, if You do not have physical damage insurance which covers both the interest of You and Us in the Vehicle, then We may buy it for You. If We do not buy physical damage insurance which covers both interests in the Vehicle, We may, if We decide, buy insurance which covers only our interest, to the extent permitted by law.

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

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

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

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

- Default and Acceleration of the Contract.** You will be in default if:
- You fail to pay any amount due under this Contract when it is due.
 - You break any of Your other promises You made in this Contract.
 - A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

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

Sign Buyer's Initials

Buyer's Initials _____

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

Collection Costs. If We hire an attorney to collect what You owe and the attorney is not our salaried employee, You will pay the attorney's fee not to exceed 15% of the amount due and payable under the Contract, and any court costs as permitted by law.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

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

Interest After Maturity. You further agree to pay interest at the Annual Percentage Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at the Annual Percentage Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law.

Governing Law. The terms of this Contract are governed by law of the state of the Seller's address shown on page 1 of this Contract, except to the extent preempted by applicable federal law.

ASSIGNMENT

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

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on page 4 of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD-SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller: ROCKY MOUNTAIN AUTO BROKERS INC By: Howard L. Folk III Title: AGENT

Buyer's Initials RRE
Buyer's Initials _____

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

ARBITRATION CLAUSE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "We" and "Us" mean Seller and/or Seller's assignee (including, without limitation, Credit Acceptance Corporation) or their employees, assignees, or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and Us. "You" and "Your" means each Buyer named above.

Your Right to Reject: If You don't want this Arbitration Clause to apply, You may reject it by mailing Us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice that describes the Contract and tells Us that You are rejecting this Arbitration Clause. A rejection notice is only effective if it is signed by all buyers, co-buyers and cosigners and the envelope that the rejection notice is sent in has a post mark of 30 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of Your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.

A "Dispute" is any controversy or claim between You and Us arising out of or in any way related to this Contract, including, but not limited to, any default under this Contract, the collection of amounts due under this Contract, the purchase, sale, delivery, set-up, quality of the Vehicle, advertising for the Vehicle or its financing, or any product or service included in this Contract. "Dispute" shall have the broadest meaning possible, and includes contract claims, and claims based on tort, violations of laws, statutes, ordinances or regulations or any other legal or equitable theories. Notwithstanding the foregoing, "Dispute" does not include any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed or appealed to a different court. "Dispute" does not include any repossession of the Vehicle upon Your default and any exercise of the power of sale of the Vehicle under this Contract or any individual action by You to prevent Us from using any such remedy, so long as such individual action does not involve a request for monetary relief of any kind. In addition, "dispute" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Clause or any part thereof (including, without limitation, the Class Action Waiver described in the sixth paragraph of this Arbitration Clause, the last sentence of the seventh paragraph of this Arbitration Clause and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide.

If a Dispute arises, the complaining party shall give the other party a written Dispute Notice and a reasonable opportunity, not less than 30 days, to resolve the Dispute. Any Dispute Notice to You will be sent in writing to the address on this Contract (or any updated address You subsequently provide to Us). Any Dispute Notice to Us must be sent by mail to: Credit Acceptance, Attn: Corporate Legal, 25505 West Twelve Mile Road, Suite 3000, Southfield, Michigan 48034-8339 (or any updated address We subsequently provide to You). Any Dispute Notice You send must give Your Account Number, telephone number and address. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The complaining party must reasonably cooperate in providing any information about the Dispute that the other party reasonably requests.

Either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a Dispute, this Arbitration Clause applies. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. All statutes of limitation that otherwise would apply to an action brought in court will apply in arbitration. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and attorneys' fees and costs.

If You or We elect to arbitrate a Dispute, neither You nor We will have the right to pursue that Dispute in court or have a jury resolve that dispute. In addition, if You or We elect to arbitrate a Dispute, (a) neither You nor We may participate in a class action in court or in a class-wide arbitration, either as a plaintiff, defendant or class member; (b) neither You nor We may act as a private attorney general in court or in arbitration; (c) Disputes brought by or against You may not be joined or consolidated with Disputes brought by or against any other person; and (d) the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or joined or consolidated arbitration (this sentence including subparts a through d hereof is referred to in this Arbitration Clause as the "Class Action Waiver"). In the event there is an agreement to arbitrate claims or disputes that conflicts with this Arbitration Clause, whether such agreement is executed before, at the same time, or after this Arbitration Clause, the terms of this Arbitration Clause shall control any and all Disputes between You and Us.

Notwithstanding the foregoing, We retain the right to repossess the Vehicle upon Your default and to exercise any power of sale under this Contract. If any provision of this Arbitration Clause other than the Class Action Waiver is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the invalid or unenforceable provision shall be inapplicable and deemed omitted, but shall not invalidate the rest of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause. In the event that the Class Action Waiver is determined to be invalid or unenforceable, then, subject to the right to appeal such a ruling, this entire Arbitration Clause (except for this sentence) shall be null and void.

Whoever first elects arbitration may choose to arbitrate under the rules and procedures of either JAMS or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and We agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the organization of Your choice. The addresses and websites of the organizations are: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com; and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, www.adr.org. If neither JAMS nor the American Arbitration Association is able or willing to serve, and You and We can't otherwise agree on a substitute administrator or arbitrator, then a court with appropriate jurisdiction shall appoint an arbitrator. We will consider any good faith request You make to Us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if You cannot obtain a waiver of such fees from the administrator and We will not seek or accept reimbursement of any such fees. We will bear the expense of our attorneys, experts and witnesses, except where applicable law and this Contract allow Us to recover attorneys' fees and/or court costs in a collection action We bring. You will bear the expense of Your attorneys, experts and witnesses if We prevail in an arbitration. However, in an arbitration You commence, We will pay Your fees if You prevail or if We must bear such fees in order for this Arbitration Clause to be enforced. Also, We will bear any fees if applicable law requires Us to. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Dispute based on the papers submitted by You or Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You. Notice of the time, date and location shall be provided to You and Us under the rules and procedures of the arbitration organization selected.

The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. Seq. ("FAA"). However, if the amount of the Dispute exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Clause to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Clause that describes who will bear the costs for the initial proceeding before a single arbitrator.

It is expressly agreed that this Contract evidences a transaction in interstate commerce. This Arbitration Clause is governed by the FAA and not by any state arbitration law.

Buyer's Initials RBC

EXHIBIT “B”



Not required to mail or fax this copy to Credit Acceptance

AUTHORIZATION FOR ELECTRONIC RECURRING PAYMENTS

I hereby authorize Western Union Financial Services, Inc. (the "Billing Company") and Credit Acceptance Corporation, through the bank of their choosing, to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from) the checking or savings account at the bank named below for the purpose of making the payments on the below account with Credit Acceptance Corporation. The debits are to commence on the First Debit Date listed below in the amounts and frequency under Section (E), entitled Debit Information. I also authorize Billing Company and Credit Acceptance to change the frequency of the debits; the dates of the debits; and the bank and bank accounts from which the debits will be taken provided I give Billing Company or Credit Acceptance Corporation notice by telephone, fax or in writing. (See Contact Information Below)

I direct Billing Company to deduct from the bank account the Periodic Payment payable to Credit Acceptance Corporation and to transmit the Periodic Payment to Credit Acceptance. This Authorization shall remain in full force and effect until Billing Company or Credit Acceptance has received notification from me by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Billing Company reasonable opportunity to act on it. (See Contact Information Below). This Authorization may be suspended by Billing Company or Credit Acceptance without notification to me for reasons dictated by operation of law, rule, regulation, payment in full of the underlying obligation; or for risk management purposes. I understand that this recurring electronic debit program enrollment is voluntary and is not required as a condition to the extension of credit.

(A) CUSTOMER DATA

KIMBERLEY R CYR
1405 E PARKWAY DR
COLORADO SPRINGS, CO 80905

(B) BANK ACCOUNT HOLDER

(Complete if different from above)

KIMBERLEY R CYR

1405 E PARKWAY DR
COLORADO SPRINGS, CO 80905

(C) BANK ACCOUNT INFORMATION

(Please also attach a voided check)

Name of Bank: Ent CU

Bank Routing Number (9 Digits): [REDACTED]

Bank Account Number: [REDACTED]

This Account is: Checking (or) Savings (or) Money Market

eSigned By: Kimberley R Cyr
Sep 15, 2017 5:20:26 PM EDT

Signature of Bank Account Holder

(D) CREDITOR INFORMATION

Company to be Paid: **Credit Acceptance Corporation**
Collector Code: **CAPS**
Please apply my payments to account # [REDACTED] 3551

(E) DEBIT INFORMATION

Monthly Payment Amount: \$ 339.55
Periodic Payment: \$ 339.55
Please debit the bank account the following Periodic Payment amount:
\$ 339.55 once a month on 15th

Weekly Bi-weekly Twice Monthly Monthly

(F) FIRST DEBIT DATE: 10/15/2017

Due Date. Form must be received by 10/15/2017 in order to have the account activated and started on time.

After activation, if you need to make changes to your information, you must call a minimum of two (2) business days prior to your debit date. For weekly and biweekly payment frequencies, if the calendar month has an additional pay period, we will make an additional debit from the Bank Account.

DATE: 09/15/2017

Henderson Servicing Center & Training Facility
C/O Customer Service
2460 Paseo Verde Parkway, Suite 110
Henderson, NV 89074
Facsimile Number: 866-610-9984

Contact Information

To enroll, change or cancel this Authorization, or if you have questions, please contact us at
Customer Service: 888-857-7377

Hours of Operation: Mon - Fri. 8 a.m. - 11 p.m. and Sat. 8 a.m. - 5 p.m. (Eastern)
OR Access your account at www.creditacceptance.com. Use account number and last 4-digits of driver's SSN.

COPY OF ELECTRONIC ORIGINAL

EXHIBIT “C”

RETAIL INSTALLMENT CONTRACT

ACCOUNT # [REDACTED] 6786

LOT # SK9

Buyer Name and Address MICKEY THRASHER 6120 CHAMPLIN DR Apt. # 212 FOUNTAIN, CO 80817	Co-Buyer Name and Address N/A	Creditor-Seller Name and Address ROCKY MOUNTAIN AUTO BROKERS INC 4912 CARRERA POINT COLORADO SPRINGS, CO 80923
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"You" and "Your" mean each Buyer above, jointly and severally. "Us" and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown on page 2 as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Installment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the subsequent pages of this Contract. The Annual Percentage Rate may be negotiable with Us.

Used	Year and Make 2003 Chrysler	Model and Body Style Town & Country Wagon LWB	Color SILVER	Vehicle Identification Number [REDACTED]	Odometer Reading 145,084
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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate. 20.99 %	FINANCE CHARGE The dollar amount the credit will cost You. \$ 1,728.30	Amount Financed The amount of credit provided to You or on Your behalf. \$ 6,566.91	Total of Payments The amount You will have paid after You have made all payments as scheduled. \$ 8,295.21	Total Sale Price The total cost of Your purchase on credit, including Your down payment of \$ 800.00 is \$ 9,095.21
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Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
27	\$ 307.23	Monthly, beginning January 27, 2018

Security: You are giving a security interest in the goods or Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged \$15.

Prepayment: If You pay early, You may be entitled to a refund of part of the Finance Charge.

Additional Information: Please read this contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. YOU MAY PURCHASE OR PROVIDE THE INSURANCE THROUGH ANYONE YOU CHOOSE WHO IS REASONABLE ACCEPTABLE TO US, as more fully described on page 3.

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS ~~DOES NOT HAVE~~ (STRIKE WORDS NOT APPLICABLE) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-27-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

ARBITRATION: This Contract contains an Arbitration Clause that states You and We may elect to resolve any dispute by arbitration and not by court action. See the Arbitration Clause on Page 5 of this Contract for the full terms and conditions of the agreement to arbitrate. By initialing below, you confirm that you have read, understand and agree to the terms and conditions in the Arbitration Clause.

Buyer's Initials MT Buyer's Initials _____

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.

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

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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

Buyer's Initials MT
 Buyer's Initials _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including accessories and improvements to the Vehicle).....	\$	6,100.00	(1)
2. Sales Tax.....	\$	535.76	(2)
3. Down-Payment Calculation:			
Cash Down Payment	\$	800.00	(A)
Deferred Down Payment	\$	N/A	(B)
Trade-In Description: Gross Trade-In.....	\$	N/A	(C)
Make: <u>N/A</u>			
Model: <u>N/A</u> Payoff Made by Seller \$		N/A	(D)
Net Trade-In (If negative number, insert "0" in line 3(E) and itemize difference in 5(E) below) (C-D)	\$	N/A	(E)
Trade-In Description: Gross Trade-In.....	\$	N/A	(F)
Make: <u>N/A</u>			
Model: <u>N/A</u> Payoff Made by Seller \$		N/A	(G)
Net Trade-In (If negative number, insert "0" in line 3(H) and itemize difference in 5(K) below) (F-G)	\$	N/A	(H)
Other: Manufacturers Rebate	\$	N/A	(I)
Total Down Payment	(A+B+E+H+I) \$	800.00	(3)
4. Unpaid Balance of Cash Price (1+ 2 less 3).....	\$	5,835.76	(4)
5. Other Charges Including Amounts Paid to Others on Your Behalf:			
*(NOTICE: A portion of these charges may be paid to or retained by Us.)			
A. *Cost of Required Physical Damage Insurance Paid to Insurance Company	\$	N/A	(A)
B. *Cost of Optional Extended Warranty or Service Contract Paid to the Company named below	\$	N/A	(B)
C. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest	\$	N/A	(C)
D. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration	\$	32.15	(D)
Other Charges (Seller must identify who will receive payment and describe purpose)			
E. to <u>N/A</u> for lien or lease payoff	\$	N/A	(E)
F. *to <u>N/A</u> for optional GAP Protection	\$	N/A	(F)
G. *to <u>THE SELLER</u> for <u>rocky mountain auto brokers</u>	\$	699.00	(G)
H. *to <u>N/A</u> for <u>N/A</u>	\$	N/A	(H)
I. *to <u>N/A</u> for <u>N/A</u>	\$	N/A	(I)
J. *to <u>N/A</u> for <u>N/A</u>	\$	N/A	(J)
K. to <u>N/A</u> for lien or lease payoff	\$	N/A	(K)
Total of Other Charges and Amounts Paid to Others on Your Behalf.....	\$	731.15	(5)
6. Less Prepaid Finance Charge	\$	N/A	(6)
Amount Financed / Unpaid Balance (2+5 less 6).....	\$	6,566.91	(7)

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

Price \$ N/A Term: N/A Company: N/A

****NOT PURCHASED - DO NOT SIGN****
 Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

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

Cost: \$ N/A Term: N/A Provider: N/A

****NOT PURCHASED - DO NOT SIGN****
 Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

NOTICE TO BUYER: 1. Do not sign this Contract in blank. 2. You are entitled to 1 true copy of the Contract You sign without charge. Keep it to protect Your legal rights.
 You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

Buyer's Signature: x Mickey Thresher Buyer's Signature: x _____

Seller: ROCKY MOUNTAIN AUTO BROKERS INC By: Rocky Rodriguez Title: AGENT

This Contract is signed by the Seller and Buyer(s) hereto this 27th day of December, 2017

Not required to mail or fax this copy to Credit Acceptance

ADDITIONAL TERMS AND CONDITIONS

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

Late Charge. You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay Us a late charge as stated on page 1 of this Contract. You agree that We do not waive any of our rights by accepting one or more late payments from You.

Bad Check Charge. You agree to pay Us a bad check charge of \$25 (or such other amount permitted by applicable law) for any check or like instrument given by You to Us that is returned by Your bank because of insufficient funds or because Your bank account was closed.

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

Your Other Promises to Us. You promise that:

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

Prepayment. You have the right to prepay Your account balance early without a penalty. If You prepay in full, You may be entitled to a refund credit of part of the pre-computed finance charge. This credit will be calculated in accordance with the actuarial method. We will apply the credit to the amount You owe Us or if You paid Us more than the amount owed to Us under this Contract, We will refund it to You. A minimum finance charge of \$25 may be charged. We will not credit or refund amounts less than \$1.00.

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

Required Physical Damage Insurance. You must insure Yourself and Us for the term of this Contract against loss of, or physical damage to, the Vehicle with a policy in Your name that is acceptable to Us. We must approve the type and amount of insurance. At any time during the term of this Contract, if You do not have physical damage insurance which covers both the interest of You and Us in the Vehicle, then We may buy it for You. If We do not buy physical damage insurance which covers both interests in the Vehicle, We may, if We decide, buy insurance which covers only our interest, to the extent permitted by law.

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

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

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

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

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

- You fail to pay any amount due under this Contract when it is due.
- You break any of Your other promises You made in this Contract.
- A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

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



Buyer's Initials

MC7

Buyer's Initials _____

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

Collection Costs. If We hire an attorney to collect what You owe and the attorney is not our salaried employee, You will pay the attorney's fee not to exceed 15% of the amount due and payable under the Contract, and any court costs as permitted by law.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

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

Interest After Maturity. You further agree to pay interest at the Annual Percentage Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at the Annual Percentage Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law.

Governing Law. The terms of this Contract are governed by law of the state of the Seller's address shown on page 1 of this Contract, except to the extent preempted by applicable federal law.

ASSIGNMENT

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

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on page 4 of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD-SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Sign → Seller: ROCKY MOUNTAIN AUTO BROKERS INC By: Rocky Rodriguez Title: AGENT

COLORADO CREDIT ACCEPTANCE CORPORATION (11-16)
© 2012-2016 Credit Acceptance Corporation.
All Rights Reserved.

Buyer's Initials MT
Buyer's Initials _____

EXHIBIT “D”

Not required to mail or fax this copy to Credit Acceptance



AUTHORIZATION FOR ELECTRONIC RECURRING PAYMENTS

I hereby authorize Western Union Financial Services, Inc. (the "Billing Company") and Credit Acceptance Corporation, through the bank of their choosing, to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from) the checking or savings account at the bank named below for the purpose of making the payments on the below account with Credit Acceptance Corporation. The debits are to commence on the First Debit Date listed below in the amounts and frequency under Section (E), entitled Debit Information. I also authorize Billing Company and Credit Acceptance to change the frequency of the debits; the dates of the debits; and the bank and bank accounts from which the debits will be taken provided I give Billing Company or Credit Acceptance Corporation notice by telephone, fax or in writing. (See Contact Information Below)

I direct Billing Company to deduct from the bank account the Periodic Payment payable to Credit Acceptance Corporation and to transmit the Periodic Payment to Credit Acceptance. This Authorization shall remain in full force and effect until Billing Company or Credit Acceptance has received notification from me by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Billing Company reasonable opportunity to act on it. (See Contact Information Below). This Authorization may be suspended by Billing Company or Credit Acceptance without notification to me for reasons dictated by operation of law, rule, regulation, payment in full of the underlying obligation; or for risk management purposes. I understand that this recurring electronic debit program enrollment is voluntary and is not required as a condition to the extension of credit.

(A) CUSTOMER DATA

MICKEY THRASHER
6120 CHAMPLIN DR, Apt. # 212
FOUNTAIN, CO 80817


(B) BANK ACCOUNT HOLDER

(Complete if different from above)

MICKEY THRASHER

6120 CHAMPLIN DR , 212
FOUNTAIN, CO 80817

(D) CREDITOR INFORMATION

Company to be Paid: **Credit Acceptance Corporation**
Collector Code: **CAPS**
Please apply my payments to account #  6786


(E) DEBIT INFORMATION


Monthly Payment Amount: \$ 307.23
Periodic Payment: \$ 307.23
Please debit the bank account the following Periodic Payment amount:
\$ 307.23 once a month on 27th

(C) BANK ACCOUNT INFORMATION

(Please also attach a voided check)

Name of Bank: Bank of America, National Asso

Bank Routing Number (9 Digits): 

Bank Account Number: 

This Account is: Checking (or) Savings (or) Money Market

Signature of Bank Account Holder

Dec 27, 2017 6:45:28 PM EST

Contact Information

To enroll, change or cancel this Authorization, or if you have questions, please contact us at
Customer Service: 888-857-7377

Weekly Bi-weekly Twice Monthly Monthly

(F) FIRST DEBIT DATE: 01/27/2018

Due Date. Form must be received by 01/27/2018 in order to have the account activated and started on time.

After activation, if you need to make changes to your information, you must call a minimum of two (2) business days prior to your debit date. For weekly and biweekly payment frequencies, if the calendar month has an additional pay period, we will make an additional debit from the Bank Account.

DATE: 12/27/2017
Henderson Servicing Center & Training Facility
C/O Customer Service
2460 Paseo Verde Parkway, Suite 110
Henderson, NV 89074
Facsimile Number: 866-610-9984

Hours of Operation: Mon - Fri. 8 a.m. - 11 p.m. and Sat. 8 a.m. - 5 p.m. (Eastern)
OR Access your account at www.creditacceptance.com. Use account number and last 4-digits of driver's SSN.

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
 Mickey Thrasher and Kimberly Cyr

(b) County of Residence of First Listed Plaintiff El Paso
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
 Rocky Mountain Auto Brokers, Inc.

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. § 1693

Brief description of cause: _____
 Violation of the Electronic Fund Transfer Act

AP Docket

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

DATE: **09/13/2018**

SIGNATURE OF ATTORNEY OF RECORD: **s/Russell S. Thompson IV**

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service
Or: "AP Docket"

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Rocky Mountain Auto Brokers Sued Over Mandatory Automatic Payment Requirement in Installment Contracts](#)
