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SAN DIEGO COUNTY, CA

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY

10 MARILYNN RICHARDSON,
individually and on behalf of all
11 others similarly situated,

12 Plaintiff,

13 v.

14 HOMER HELLER, INC., a California
Corporation;
15 and DOES 1 through 10, inclusive,

16 Defendants.
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CASE NO. 37-2009-00058390-CU-FR-NC

CLASS ACTION

FIRST AMENDED COMPLAINT FOR
INJUNCTIVE RELIEF, RESTITUTION,
AND DAMAGES:

1. VIOLATION OF THE CONSUMERS
LEGAL REMEDIES ACT- CLASS
CLAIM;
2. VIOLATION OF THE AUTOMOBILE
SALES FINANCE ACT -
INDIVIDUAL AND CLASS CLAIM;
3. UNLAWFUL, UNFAIR,
FRAUDULENT BUSINESS ACTS &
PRACTICES - INDIVIDUAL AND
CLASS CLAIM;
4. VIOLATION OF THE CONSUMERS
LEGAL REMEDIES ACT -
INDIVIDUAL CLAIM;

23 Plaintiff Marilyn Richardson, individually as to all causes of action, and on behalf
24 of all others similarly-situated as to the First through Third Causes of Action, alleges
25 as follows on information and belief, formed after an inquiry reasonable under the
26 circumstances:

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1 CLASS ALLEGATIONS

2 12. This action is brought, and may properly be maintained, as a class action
3 pursuant to the provisions of California Code of Civil Procedure Section 382 and Civil
4 Code Section 1781(a).

5 13. Plaintiff brings this action on behalf of herself and all others similarly-
6 situated as a representative member of the following proposed class:

7 All persons who within four years of the filing of this action (a) purchased
8 a vehicle from Defendant for personal use; and (b) on a later date signed
9 a subsequent or second contract for the purchase of the same vehicle,
10 which contract was dated the date of the original purchase contract and
11 involved financing at an annual percentage rate greater than 0.00% (the
12 "Class", made up of "Class Members").

13 14. In this lawsuit, Plaintiff and the Class seek both equitable relief,
14 including declaratory, injunctive, restitutionary, and other equitable monetary relief
15 and economic and statutory damages as set forth more fully below, including, but not
16 limited to, full rescission and restitution of any purchase contract entered into by any
17 Class Member.

18 15. Specifically excluded from the proposed Class are the Court and its staff,
19 Defendants, any entity in which any of the Defendants has a controlling interest, and
20 the officers, directors, affiliates, legal representatives, heirs, successors, subsidiaries,
21 and/or assigns of any such individual or entity.

22 **A. NUMEROSITY OF THE CLASS**

23 16. The proposed Class is so numerous that the individual joinder of the Class
24 Members in one action is impracticable. The exact number and the identities of the
25 Members of the Class are unknown at this time and can only be ascertained through
26 appropriate investigation and discovery of Defendants' records.

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1 **B. EXISTENCE AND PREDOMINANCE OF COMMON QUESTIONS**
2 **OF LAW AND FACT**

3 17. Common questions of law and fact arising out of the claims here at issue
4 exist as to all members of the Class and predominate over any individual issue. These
5 common legal and factual questions include, but are not limited to, the following:

- 6 a. whether Defendant's practice of backdating subsequent purchase
7 contracts violates California's consumer protection statutes
8 including, *inter alia*, the CLRA, the ASFA, and/or the UCL;
- 9 b. the amount of revenues and profits Defendants received, and/or
10 the amount of monies or other obligations imposed on, or lost by,
11 Class Members as a result of such wrongdoing;
- 12 c. whether Class Members are threatened with irreparable harm and
13 are entitled to injunctive and other equitable relief and, if so, what
14 is the nature of such relief;
- 15 d. whether Class Members are entitled to rescission, payment of
16 actual, incidental, consequential, exemplary, punitive, and/or
17 statutory damages plus interest thereon, and, if so, what is the
18 nature of such relief.

19 **C. TYPICALITY OF CLAIMS**

20 18. In regard to members of the Class, Defendant engaged in the standard
21 practice of having customers sign subsequent Retail Installment Sale Contracts and
22 backdating the subsequent contract to the date of the original purchase contract.

23 19. Plaintiff and each Class Member signed a second Retail Installment Sale
24 Contract that was backdated to the date of their original contract.

25 20. Plaintiff's claims are typical of the claims of members of the Class.

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1 **D. ADEQUATE REPRESENTATION**

2 21. Plaintiff will fairly and adequately protect the interests of the members
3 of the Class in that she does not have irreconcilable conflicts with or interests
4 materially antagonistic to those of other Class members.

5 22. Plaintiff has retained attorneys experienced in the prosecution of class
6 actions, including consumer class actions.

7 **E. SUPERIORITY AND SUBSTANTIAL BENEFITS OF CLASS**
8 **LITIGATION**

9 23. To the extent it is an element for establishing class certification for
10 certain causes of action, a class action is superior to other available methods for the
11 fair and efficient group-wide adjudication of this controversy and, as applicable,
12 possesses substantial benefits. Individual joinder of all Class Members is
13 impracticable, and no other group method of adjudication of all claims asserted herein
14 is more efficient and manageable while at the same time provides all the remedies
15 available to ensure the full purpose of this State's consumer protection laws are
16 effectuated. Furthermore, as the damages suffered by each individual Class Member
17 may be relatively small and the relief sought discrete, the expense and burden of
18 individual Class Members to redress the wrongs done to them, and the cost to the court
19 system of adjudicating such litigation on an individual basis, would be substantial. To
20 counsel's knowledge there has not been any substantial litigation concerning this
21 controversy commenced against the parties. It is not anticipated that there will be any
22 difficulties in the management of this litigation due to the focus of the wrongdoing on
23 Defendant's conduct and its knowledge of the true facts. Individualized litigation
24 would also present the potential for varying, inconsistent, or contradictory judgments
25 and would magnify the delay and expenses of all parties and the court system
26 resulting from multiple trials asserting the same factual and legal issues. The conduct
27 of this action as a class action presents fewer management difficulties, conserves the
28 resources of the parties and the court system, and protects the rights of each Class

1 member as compared to other methods for the group-wide adjudication of this
2 controversy. Thus, both the Class and the court system achieve substantial benefits by
3 the prosecution of this action on a class-wide basis by avoiding the burden of multiple
4 litigation involving identical claims, as well as by aiding legitimate business
5 enterprises in curtailing illegitimate competition and ensuring a therapeutic effect on
6 those companies such as Defendants that indulge in fraudulent practices.

7 24. Notice of the pendency of any resolution of this action can be provided to
8 the Class Members by publication and/or individual mailed notice, as appropriate
9 under California law, and the costs of such notice are properly imposed on Defendants.

10 25. This action is also properly certified to proceed on a class-wide basis
11 because:

- 12 a. the prosecution of separate actions by the individual Class
13 Members would create a risk of inconsistent or varying
14 adjudications with respect to individual Class Members, thus
15 establishing incompatible standards of conduct for Defendants;
- 16 b. because of the nature of the relief sought, the prosecution of
17 separate actions by individual Class Members would create a risk
18 of adjudication with respect to them that would, as a practical
19 matter, be dispositive of the interests of the other Class Members
20 not parties to such adjudications or could substantially impair or
21 impede the ability of such Class Members to protect their interests;
- 22 c. Defendants have acted or refuses to act in respects generally
23 applicable to the Class, thereby making appropriate final
24 injunctive relief with regard to the Class Members as a whole in
25 terms of the equitable relief sought.

26 **SUMMARY OF FACTS COMMON TO THE CLASS**

27 26. During the Class period, it was Defendant's practice that when a purchase
28 contract was rescinded, and a subsequent purchase contract was entered into for the

1 same vehicle with the same customer, the date recorded on the subsequent
2 purchase contract was not the date the subsequent purchase contract was executed but
3 the date the customer signed the original purchase contract.

4 27. Each Class Member purchased a vehicle from Defendant. Each Class
5 Member entered into a subsequent purchase contract with Defendant that was
6 backdated to the date of the original purchase contract. Each Class Member financed
7 their vehicle at an annual percentage rate greater than 0.0%.

8 28. The financial disclosures in the final purchase contract signed by each
9 Class Member were based on a consummation date of the date shown on the contract,
10 not the date the contract was signed and consummated.

11 29. The final purchase contracts for each Class Member do not contain all of
12 the agreements between the buyer and the seller as they do not disclose, among other
13 things, the date of consummation, the accurate APR, and/or finance charge disclosures,
14 and/or the charges are prior to consummation.

15 **SUMMARY OF FACTS RELATIVE TO PLAINTIFF'S INDIVIDUAL**
16 **PURCHASE**

17 30. On April 29, 2007, Plaintiff went to Defendant's dealership to look at
18 vehicles. Plaintiff selected a used 2007 Dodge Caliber. She dealt with a salesman
19 named Cesar.

20 31. Plaintiff completed a credit application, but did not receive a copy of it.

21 32. Plaintiff signed a Retail Installment Sale Contract on April 29, 2007, to
22 purchase the vehicle ("RISC #1"). A true and correct copy of RISC #1 is attached hereto
23 as Exhibit 1.

24 33. A couple days later, Cesar called and told Plaintiff that the dealership was
25 able to get a better annual percentage rate on her contract.

26 34. Cesar went to Plaintiff's home and brought with him a new Retail
27 Installment Sale Contract for purchase of the same Dodge Caliber. Cesar told Plaintiff
28 that everything was the same and to throw RISC #1 away.

1 35. Based on Cesar's representations, Plaintiff signed a new Retail
2 Installment Sale Contract ("RISC #2"). A true and correct copy of RISC #2 is attached
3 hereto as Exhibit 2.

4 36. Plaintiff was not aware that in RISC #2, contrary to Cesar's
5 representations, that the price of the vehicle increased, the cost of GAP insurance
6 increased, and the cost of a service contract increased. Additionally, Plaintiff did not
7 notice that the APR increased, as did her monthly payment. Ms. Richardson did not
8 know that RISC #2 was dated April 29, 2007, the date of RISC #1, rather than the date
9 it was signed.

10 37. RISC #2 does not separately disclose the license fees due from the
11 registration/transfer/titling fees due.

12 38. On or after May 1, 2006, Defendant assigned RISC #2 to Fireside Bank.

13 39. As of July 1, 2009, Plaintiff has made all of the monthly payments of
14 \$473.09 under RISC #2 to Fireside Bank.

15 40. Defendant did not sent a corrected contract to Plaintiff within 30 days of
16 execution of the contract.

17 41. On July 22, 2009, Plaintiff sent Defendant a letter via certified mail,
18 return receipt requested, to the address where the sale transaction took place, advising
19 Defendant of its alleged violations of the CLRA and seeking relief on behalf of "all
20 persons who within the last three years (a) purchased a vehicle from Defendant for
21 personal use; (b) on a later date signed a subsequent or second contract for the
22 purchase of the same vehicle, which contract was dated the date of the original
23 purchase contract and involved financing at an annual percentage rate greater than
24 0.00%." The letter was received by Defendant on July 27, 2009.

25 42. Defendant failed to offer an appropriate correction, repair, replacement,
26 or other remedy within 30 days after receipt of the notice.

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1 purchase contracts to the date of the original purchase contracts; (2) improperly
2 completing second contracts for the purchase of a vehicle; (3) charging interest before
3 consummation; (4) collecting or causing to be collected finance charges in excess of
4 disclosed finance charges; (5) charging compound interest in simple interest contracts,
5 and (6) failing to include all agreements between the buyer and the seller in a single
6 document. Plaintiff, on behalf of herself and the Class Members, seeks an order
7 enjoining Defendants from the acts, methods, and practices as set forth in the
8 complaint.

9 51. Plaintiff and the Class Members have suffered actual monetary harm
10 from Defendants' violations of the CLRA, and therefore seek all available remedies
11 pursuant to Civil Code § 1780, including restitution, damages, punitive damages, and
12 attorneys' fees and costs according to proof at time of trial.

13 **SECOND CAUSE OF ACTION**

14 **Violation of the Automobile Sales Finance Act, Civil Code Section 2981 *et***
15 ***seq.* – Individual and Class Claim**

16 52. Plaintiff incorporates by reference each and every allegation set forth in
17 Paragraphs 1 through 51, inclusive, of this Complaint. This cause of action is brought
18 by Plaintiff individually and on behalf of all others similarly-situated.

19 53. The purchase contracts executed by Plaintiff and each member of the
20 Class for their vehicles are "conditional sale contracts" pursuant to Civil Code
21 §2981(a).

22 54. Defendant is a "seller" pursuant to Civil Code §2981(b).

23 55. Plaintiff and each member of the Class are "buyers" pursuant to
24 Civil Code §2981(c).

25 56. The vehicles purchased by Plaintiff and each member of the Class are
26 "motor vehicles" pursuant to Civil Code §2981(k).

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1 57. Vehicle Code Section 5901(c) states that consummation of a sale occurs
2 when the purchaser has signed a purchase contract and taken physical possession of
3 the vehicle.

4 58. Defendant and Plaintiff, and each Class Member, consummated their
5 original purchases upon signature of their original purchase contracts and taking
6 delivery of their respective vehicles. Those transactions were rescinded when Plaintiff
7 and each Class Member returned to Defendant with their vehicles and signed a new
8 contract for sale of the same vehicle.

9 59. Defendant and Plaintiff, and each Class Member, consummated their
10 final purchase on the date the subsequent purchase contract was signed by Plaintiff
11 and each Class Member, respectively, and Plaintiff and each Class Member took
12 delivery of their vehicles. By backdating the subsequent purchase contract to the date
13 of the now-rescinded original purchase contract, thereby charging interest before
14 consummation, Defendant violated Civil Code Section 2982(a), which requires all
15 conditional sales contracts to comply with the disclosure requirements of Regulation Z.
16 The backdated purchase contracts also improperly charged Plaintiff and the Class
17 Members compound interest.

18 60. By backdating the final purchase contract to the date of the original
19 purchase contract, Defendant overstated the payment that was due for the annual
20 percentage rate shown on the contract. The actual annual percentage rate, based on
21 a contract consummation date of the final purchase contract, varied from the disclosed
22 annual percentage rate by more than Regulation Z permits. Likewise, the actual
23 finance charges, based on a contract consummation date of the final purchase contract,
24 varied from the disclosed finance charge by more than Regulation Z permits.

25 61. By backdating the final purchase contract to the date of the original
26 purchase contract, Defendant violated the ASFA's single document rule. The final
27 purchase contract does not accurately set forth the terms of payment for the motor
28 vehicle because it misstates the annual percentage rate, the finance charge, and what

1 the true monthly payment should be based on the disclosed annual percentage rate.
2 The final purchase contract also fails to disclose the interest charged prior to
3 consummation. The only means of determining the true annual percentage rate,
4 finance charge, and monthly payment is through review of other documents stating the
5 date the final contract was actually consummated.

6 62. By backdating the final purchase contract, Defendant also violated
7 Civil Code Section 2982(j) by causing the holder to charge, collect, or receive a finance
8 charge which exceeds the disclosed finance charge.

9 63. Plaintiff's contract fails to disclose the registration, transfer, and titling
10 fees due in violation of Civil Code § 2982(a)(2)(B). Plaintiff's contract also overstates
11 the license fees due in violation of Civil Code § 2982(a)(2)(A).

12 64. Plaintiff and each Class Member have been damaged by Defendant's
13 violations of the ASFA. Since the violations include violations of Civil Code
14 Sections 2981.9, 2982(a), and 2982(j), Plaintiff and each Class Member are entitled to
15 statutory damages pursuant to Civil Code Sections 2983 and 2983.1, including return
16 of all monies paid under the contracts. Plaintiff also seeks attorneys' fees and costs
17 pursuant to Civil Code Section 2983.4.

18 **THIRD CAUSE OF ACTION**

19 **Commission of Unlawful, Unfair, and/or Fraudulent Business Acts and**
20 **Practices, Bus. & Prof. Code Section 17200, *et seq.* – Individual and Class**
21 **Claim**

22 65. Plaintiff incorporates by reference each and every allegation set forth in
23 Paragraphs 1 through 64, inclusive, of this Complaint. This cause of action is brought
24 by Plaintiff individually and on behalf of all others similarly-situated.

25 66. Defendant's acts, omissions, misrepresentations, practices, and non-
26 disclosures constituted unlawful, unfair, and fraudulent business acts and practices
27 within the meaning of California Business & Professions Code Sections 17200, *et seq.*

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1 67. Plaintiff and the Class Members have suffered injury in fact and have lost
2 money as a result of Defendant's unfair competition.

3 68. Defendant has engaged in "unlawful" business acts and practices by the
4 following: (1) backdating subsequent purchase contracts to the date of the original
5 purchase contracts; (2) violating the single document rule in Civil Code Section 2981.9;
6 (3) improperly completing second contracts for the purchase of a vehicle; (4) charging
7 interest before consummation; (5) collecting or causing to be collected finance charges
8 in excess of disclosed finance charges; (6) charging compound interest in simple
9 interest contracts; (7) failing to include all agreements between the buyer and the
10 seller in a single document; (8) failing to advise customers of their right to cancel and
11 obtain back their trade-in when financing was not obtained; (9) violating the single
12 document rule by putting an earlier date on the RISC than it was actually signed;
13 (10) overcharging license fees; and (11) failing to itemize registration, transfer, and
14 titling fees.

15 69. These acts and practices were intended to and did violate, *inter alia*, the
16 CLRA, and the ASFA. Accordingly, Defendants have violated Business & Professions
17 Code Section 17200's proscription against engaging in an "unlawful" business act or
18 practice.

19 70. Defendants have also engaged in a "fraudulent" business act or practice
20 in that the representations and omissions of material fact described above have a
21 tendency and likelihood to deceive purchasers of these vehicles and the general public.

22 71. Defendants have also engaged in an "unfair" business act or practice in
23 that the justification for selling vehicles based on the misrepresentations and
24 omissions of material fact delineated above is outweighed by the gravity of the
25 resulting harm, particularly considering the available alternatives, and offends public
26 policy, is immoral, unscrupulous, unethical, and offensive, or causes substantial injury
27 to consumers.

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1 78. The advertisement and sale of the Vehicle to Plaintiff is a "transaction"
2 pursuant to Civil Code Section 1761(e).

3 79. Pursuant to the Consumers Legal Remedies Act, the following unfair
4 methods of competition and unfair or deceptive acts or practices are prohibited:
5 (1) representing that goods or services have characteristics, uses, or benefits which
6 they do not have; (2) advertising goods or services with intent not to sell them as
7 advertised; (3) making false or misleading statements of fact concerning reasons for,
8 existence of, or amounts of price reductions; (4) representing that a transaction confers
9 or involves rights, remedies, or obligations which it does not have or involve, or which
10 are prohibited by law; (5) representing that the subject of a transaction has been
11 supplied in accordance with a previous representation when it has not.

12 80. Section 1780(a)(2) of the CLRA provides that a consumer is entitled to an
13 injunction prohibiting acts or practices which violate the CLRA. Plaintiff alleges that
14 Defendant has established a pattern and practice of: (1) backdating subsequent
15 purchase contracts to the date of the original purchase contracts; (2) violating the
16 single document rule in Civil Code Section 2981.9; (3) improperly completing second
17 contracts for the purchase of a vehicle; (4) charging interest before consummation;
18 (5) collecting or causing to be collected finance charges in excess of disclosed finance
19 charges; (6) charging compound interest in simple interest contracts; (7) failing to
20 include all agreements between the buyer and the seller in a single document;
21 (8) failing to provide a copy of credit applications; (9) failing to advise customers of
22 their right to cancel and obtain back their trade-in when financing was not obtained;
23 (10) misrepresenting the reasons for and/or terms charged for re-written contracts;
24 (11) violating the single document rule by putting an earlier date on the RISC than it
25 was actually signed; (12) mis-stating government fees due; and (13) misrepresenting
26 the terms of, and reason for, entering into a new contract. Plaintiff also seeks an order
27 enjoining Defendants from the acts, methods, and practices as set forth in this
28 Complaint and for payment of restitution.

1 81. Plaintiff has suffered actual monetary harm from Defendants' violations
2 of the CLRA, and therefore seeks all available remedies pursuant to Civil Code § 1780,
3 including restitution, damages, punitive damages, and attorneys' fees and costs
4 according to proof at time of trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment as follows, on behalf of herself and
7 the Class as appropriate for the particular causes of action:

8 1. An Order certifying the Class under the appropriate provisions of
9 California law, and appointing Plaintiff and her counsel to represent the Class.

10 2. For the declaratory, equitable, and/or injunctive relief requested as
11 permitted under the Consumers Legal Remedies Act and Business & Professions Code
12 Section 17203.

13 3. For general, special, and actual damages as appropriate to each cause of
14 action, and according to proof at trial.

15 4. For rescission and/or restitution of all monies required to be expended.

16 5. For incidental and consequential damages according to proof at trial.

17 6. For the specified causes of action, punitive and/or statutory damages.

18 7. For pre-judgment interest at the legal rate.

19 8. For reasonable attorneys' fees and costs of suit as specified under, *inter*
20 *alia*, Code of Civil Procedure §1021.5, Civil Code §§ 1717, 1780(d), and 2983.4.

21 9. For such other and further relief as the Court deems just and proper
22 under the circumstances.

23 DATED: September 24, 2009

ROSNER & MANSFIELD, LLP

24
25 By: 

CHRISTOPHER P. BARRY
Attorneys for Plaintiff

EXHIBIT 1

Contract Number: _____ U.S. Number: _____

Buyer (and Co-Buyer, if any) Name and Address (including County and Zip Code) MARILYNN S RICHARDSON 4750 CALLE LAS POSITAS P5 SAN DIEGO OCEANSIDE CA 92057	Creditor - Seller (Name and Address) HOMER HELLER INC PO BOX 463059 BESCONDIDO CA 92046
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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 Creditor - 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	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2007	DODGE 4DR CALIBER	15783	1B3HB48B77D113801	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of borrowing money on a yearly rate.	FINANCE CHARGE The dollar amount of credit that will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your vehicle on credit, including your down payment of
21.29%	\$ 13,922.50(a)	\$ 17,524.04	\$ 31,467.40(b)	\$ 32,447.44 (b) (c) Dealer's estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due:
One Payment of		
Payments	N/A	Monthly, Beginning
71 Payments	\$ 36.77	Monthly, Beginning 06/13/07
One Payment of	\$ 58.77	05/13/13

Late Charge: If payment is not received by (or within 10 days after) it is due, you will pay a late charge of 5% of the part of the payment that is late. Payment by a third party on your debt early, you may be charged a minimum finance charge.

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, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Premium
\$ N/A Ded. Comp., Fire & Theft	Max. \$ N/A
\$ N/A Ded. Collision	Max. \$ N/A
Body Injury \$ N/A Limits	Max. \$ N/A
Property Damage \$ N/A Limits	Max. \$ N/A
Medical	Max. \$ N/A
Total Vehicle Insurance Premiums	\$ N/A (d)

UNLESS A CHANGE IS MADE IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, COVERAGE FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

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.

Buyer Marilynn Richardson
Co-Buyer X
Seller X

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

I. Total Cash Price \$18,670.00(A)

1. Cash Price of Motor Vehicle and Accessories \$18,670.00

2. Cash Price of Accessories \$ N/A

3. Other (Nontaxable)

Describe N/A

B. Document Preparation Fee (not a governmental fee) \$ 55.00(B)

C. Smog Fee Paid to Seller \$ N/A (C)

D. (Optional) Title Insurance (to whom paid) \$ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) \$ N/A (E)

F. (Optional) Surface Protection Product (to whom paid) \$ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) \$ N/A (G)

H. Sales Tax (on taxable items in A through G) \$ 218.62 (H)

I. (Optional) DMV Electronic Filing Fee \$ N/A (I)

J. (Optional) Service Contract (to whom paid) CENTURY \$ 1,200.00 (J)

K. (Optional) Service Contract (to whom paid) CENTURY \$ N/A (K)

L. (Optional) Service Contract (to whom paid) \$ N/A (L)

M. Prior Credit or Lease Balance paid by Seller to _____ (M)

(see downpayment schedule for details)

N. (Optional) Gap Contract (to whom paid) GEAR GAP \$ 350.00 (N)

O. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (O)

P. Other (to whom paid) \$ N/A (P)

Total Cash Price (A through P) \$18,445.62 (1)

2. Amounts Paid to Public Officials

A. License Fees \$ 27.00 (A)

B. Registration/Transfer/Taxing Fees \$ N/A (B)

C. California Tire Fees \$ N/A (C)

D. Other \$ N/A (D)

Total Official Fees (A through D) \$ 27.00 (2)

3. Amount Paid to Insurance Companies \$ N/A (3)

4. Smog Certification or Exemption Fee Paid to State \$ N/A (4)

5. Sum Total (through 4) \$18,524.04 (5)

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

Application for Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	Max.	\$ N/A
Credit Disability	Max.	\$ N/A
Total Credit Insurance Premiums		\$ N/A (6)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be required unless you sign and agree to purchase them. This 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 above.

Above your signature below means that you agree that (1) you are not eligible for insurance if you have received your own disability or free life insurance; (2) disability insurance only if you are working for wages or from 80 hours a week or more on the Effective Date; (3) only the amount of wages payable for disability insurance; (4) DISABILITY INSURANCE DOES NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (refer to "Total Disabilities Not Covered" in your policy for details).

If you want to buy the above insurance, you must sign and agree to purchase them.

Date X N/A
Co-Buyer Signature _____

6. Total Downpayment

A. Agree Trade-In Value \$ 4905 Make TOYOTA \$ 8,316.00 (A)
 Model SCION XA Odom 41734
 VIN JTKKT624350120815

B. Less Prior Credit or Lease Balance \$ 8,316.00 (B)
 C. Net Trade-In (A less B) (Indicate if a negative number) \$ 500.00 (C)
 D. Estimated Downpayment \$ N/A (D)
 E. Manufacturer's Rebate \$ N/A (E)
 F. Other \$ N/A (F)
 G. Cash \$ 500.00 (G)

Total Downpayment (C through G) \$ 1,000.00 (H)
 (If negative, enter zero on line G and enter the amount less than zero as a positive number on line H above)

7. Amount Financed (F less G) \$ 7,534.04 (I)

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO PROVIDE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From:
 Amount \$ N/A Finance Charge \$ N/A
 Total \$ N/A Payable in _____
 Installment(s) of \$ N/A
 from this Loan is shown in Item 8D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
 Name of autobroker receiving fee, if applicable:

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.
 Buyer Signature X [Signature] Co-Buyer Signature X _____

OPTIONAL GAP CONTRACT You cannot cancel a gap contract if it is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 11. See your gap contract for details on the protection it provides. It is a part of this contract.
 Term 72 Mos. **OWNER GUARD**
 Name of Gap Contract _____
 You want to buy a gap contract.
 Buyer X [Signature]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) with the following company (ies) for the term(s) shown below and the cost(s) shown in Item 11, 12, 13, 14, or 15 above.
 1) Company CENTURY WARRANTY
 Term 60 Mos. or 75000 Miles
 1K Company _____
 Term N/A Mos. or N/A Miles
 1L Company _____
 Term _____ Mos. or _____ Miles
 Buyer X [Signature]

HOW THIS CONTRACT CAN BE CHANGED This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
 Buyer Signs X [Signature]
 Co-Buyer Signs X _____

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE PUBLIC LIABILITY, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER, HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

SA X [Signature] X _____
 Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have checked the condition of the vehicle traded in. If the payoff amount is more than the amount shown above in Item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess or amount if the payoff amount is less than the amount shown above in Item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
 Buyer X [Signature] Co-Buyer X _____

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
 After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Signature] Co-Buyer Signature X _____
 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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or when you had secured a different vehicle. After you sign this contract, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 3-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, e-motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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 ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BECAUSE YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED.

Buyer Signature X [Signature] Co-Buyer Signature X _____
 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 of this 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 Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any amount on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantors, and each Guarantor has a complete defense to Guarantor's repayment or reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay or to make payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise resort to a settlement related to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.
 Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
 Address _____ Address _____

Seller Signs HOMED HELLARD INC Date 3/20/09 By X _____
 LAW FORM NO. 663-CA-APB REV. 10/01 U.S. PATENT NO. 6,046,777

EXHIBIT 2

R.S.C II

Dealer Number _____ Contract Number _____ N.V.S. Number _____

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) MARILYNN S RICHARDSON 4750 CALLE LAS POSITAS F5 SAN DIEGO OCEANSIDE CA 92057	Creditor - Seller (Name and Address) HOMER HELLER INC PO BOX 463050 ESCONDIDO CA 92046
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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 agreement on the front and back of this contract. You agree to pay the Creditor - 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	Color	Vehicle Identification Number	Primary Use For Which Purchased
USED	2007	DODGE 4DR CALIBER	15783	1B3HB4B977D113801	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
22.70%	\$ 15,712.50	\$ 18,349.91	\$ 34,062.46	\$ 1,000.00 is \$ 35,062.46
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments	Amount of Payments	When Payments Are Due:		
One Payment of	N/A			
71 Payments	473.09	Monthly, Beginning 06/13/07		
One Final Payment	473.09	05/13/13		

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 6% of the part of the payment that is late. Prepayment: You pay off the loan early, you may be charged a minimum finance charge. 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 payment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Premium
\$ N/A Bod. Comp., Fire & Theft	Max. \$ N/A
\$ N/A Bod. Collision	Max. \$ N/A
Bodily Injury \$ N/A limits	Max. \$ N/A
Property Damage \$ N/A limits	Max. \$ N/A
Medical	Max. \$ N/A

Total Vehicle Insurance Premiums \$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

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.

Buyer: *Marilynn S Richardson*
Co-Buyer: _____
Seller: _____

If any insurer in the state of California or elsewhere from the named insurer consents will be the terms and conditions.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 16,018.00(A)

1. Cash Price Vehicle \$ 16,018.00

2. Cash Price Accessories \$ N/A

3. Other (if available) \$ N/A

Describe \$ N/A

Describe \$ N/A

B. Document Preparation Fee (not a governmental fee) \$ 55.00(B)

C. Other Fees Paid to Seller \$ N/A(C)

D. (Optional) Theft Deterrent Device (to whom paid) \$ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) \$ N/A (E)

F. (Optional) Surface Protection Product (to whom paid) \$ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) \$ N/A (G)

H. Sales Tax (on taxable items in A through G) \$ 1,245.67(H)

I. (Optional) DMV Electronic Filing Fee \$ N/A (I)

J. (Optional) Service Contract (to whom paid) \$ 1,500.00(J)

K. (Optional) Service Contract (to whom paid) \$ N/A (K)

L. (Optional) Service Contract (to whom paid) \$ N/A (L)

M. Prior Credit or Lease Balance paid by Seller to \$ N/A (M)

(see downpayment and trade-in calculation)

N. (Optional) Gap Contract (to whom paid) CREDIT UNION \$ 500.00(N)

O. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (O)

P. Other (to whom paid) \$ N/A (P)

Total Cash Price (A through P) \$ 19,318.66(1)

2. Amounts Paid to Public Officials

A. License Fees ESTIMATED \$ 23.00(A)

B. Registration/Transfer/Titling Fees \$ N/A (B)

C. California Tire Fees \$ N/A (C)

D. Other \$ N/A (D)

Total Official Fees (A through D) \$ 23.00(2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4. State of California or Exemption Fee Paid to State \$ 25.00(4)

5. Subtotal (1 through 4) \$ 19,349.91(5)

Application for Optional Credit Insurance

Credit Life Buyer Co-Buyer Both

Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	___ Mos.	\$ N/A
Credit Disability	___ Mos.	\$ N/A

Total Credit Insurance Premiums \$ N/A (B)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life 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. 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 above.

You are applying for this credit insurance marked above. Your signature below means that you agree that (1) you are not eligible for insurance if you have reached your 60th birthday; (2) you are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date; (3) only the Primary Buyer is eligible for disability insurance; (4) **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS** (Refer to "Total Disabilities Not Covered" in your policy for details). You want to buy this credit insurance.

Date _____ Buyer Signature _____ Age _____
Date _____ Co-Buyer Signature _____ Age _____

6. Total Downpayment

A. Agreed Trade-In Value 2005 Make TOYOTA \$ 8,815.00(A)
 Model SCION XA Odom 41734
 VIN: 3TKK7224350120815

B. Less Prior Credit or Lease Balance \$ 0.00(B)
 C. Net Trade-In (A less B) (indicate if a negative number) \$ 500.00(C)
 D. Deferred Downpayment \$ N/A (D)
 E. Manufacturer's Rebate \$ N/A (E)
 F. Other \$ N/A (F)
 G. Cash \$ 500.00(G)

Total Downpayment (C through G) \$ 1,000.00 (H)
 (If negative, enter zero on line G and enter the amount less than zero as a positive number on line H above)

7. Amount Financed (G less H) \$ 18,349.92(I)

OPTIONAL GAP CONTRACT: A gap contract (debit cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge if you do not make the scheduled payments. The charge is shown in Item 1N. See your gap contract for details on the protection it provides. It is a part of this contract.

Term 72 Mos. OWNER GUARD
 Name of Gap Contract

You want to buy a gap contract:
 Buyer [Signature]

OPTIONAL SERVICE CONTRACT(S): You want to purchase the service contract(s) with the following company(ies) for the term(s) shown below for the charge(s) shown in Item 1J, 1K, and/or 1L above.

1J Company CENTURY WARRANTY
 Term 60 Mos. or 75,000 Miles
 1K Company
 Term N/A Mos. or N/A Miles
 1L Company
 Term N/A Mos. or N/A Miles
 Buyer X [Signature]

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [Signature]
 Co-Buyer Signs X [Signature]

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALES CONTRACT AND THE LOAN.

Proceeds of Loan From:
 Amount \$ N/A Finance Charge \$ N/A
 Total \$ N/A Payable in N/A
 Installments of \$ N/A \$ N/A
 from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:

SELLER'S RIGHT TO CANCEL: If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back of this Seller's Right to Cancel form apply to this contract to a financial institution will apply.

Buyer X [Signature]
 Co-Buyer X [Signature]

OPTION: You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____ Year _____ SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE OR YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Buyer X [Signature]
 Co-Buyer X [Signature]

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with this sale. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in Item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in Item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X [Signature] Co-Buyer X [Signature]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled copy of this agreement; (3) You can prepay the full amount due under this agreement at any time; (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an insurance broker for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Signature] Co-Buyer Signature X [Signature]

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales, therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This cooling-off cancellation option requirement does not apply to the sale of a recreational vehicle, a motor vehicle or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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 RETURN IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE CONTRACT CANCELLATION OPTION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [Signature] Date 03/29/07 Co-Buyer Signature X [Signature] Date 03/29/07

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 Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing, even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) take a full or partial release to any other Guarantor; (3) release any security; (4) accept fees from the Buyer that are more than the total amount owing; or (5) otherwise reach a settlement with the Buyer. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor agrees to accept notice of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands against Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

PROOF OF SERVICE

FILED
NORTH COUNTY DIVISION
2009 SEP 30 PM 1:34
CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

1
2 **Richardson v. Homer Heller, Inc.**
3 **Superior Court of California County of San Diego, North County Branch**
4 **Case No: 2009- 00058390**

5 I am employed in the County of San Diego, State of California. I am over the age
6 of 18 and not a party to the within action. My business address is: 10085 Carroll
7 Canyon Road, Suite 100, San Diego, California 92131.

8 On the date shown below, I served the foregoing document(s) described as:

9 **FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, RESTITUTION,**
10 **AND DAMAGES**

11 on the interested parties in this action by mail at San Diego, California addressed as
12 follows:

<p>Randolph W. Ortlieb, Esq. White and Bright, LLP 970 Canterbury Place Escondido, CA 92025</p> <p>Telephone: (760) 747-3200 Facsimile: (760) 747-5574 Email: rortlieb@whiteandbright.com</p> <p>Attorney for Homer Heller, Inc.</p>	
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13 [X] **BY U.S. MAIL:** I enclosed the documents in a sealed envelope or package
14 addressed to the persons at the addresses listed above and:

15 (1) deposited the sealed envelope with the United States Postal Service, with
16 the postage fully prepaid.

17 (2) placed the envelope for collection and mailing, following our ordinary
18 business practices. I am readily familiar with the business's practice for
19 collecting and processing correspondence for mailing. Under that practice, on the
20 same day that correspondence is placed for collection and mailing, it is deposited
21 in the ordinary course of business with the United States Postal Service, in a
22 sealed envelope with postage thereon fully prepaid, at San Diego, California. I
23 am aware that on motion of the party served, service is presumed invalid if
24 postal cancellation date or postage meter date is more than one day after date of
25 deposit for mailing in affidavit.

26 [] **BY FACSIMILE:** On the date below, the document(s) were transmitted by
27 facsimile transmission to each of the parties at the facsimile number(s) listed
28 above and the transmission(s) reported as complete and without error. A true
and correct copy of the said transmission report is attached hereto and
incorporated herein by reference.
[attach copy of fax transmission]

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(BY ELECTRONIC MAIL, CRC 2.260 and CCP §2015.5): The documents were transmitted via email from danette@rosnerandmansfield.com on _____ at _____ am/pm to each of the parties at the email address(s) listed above and the transmission(s) reported complete and without error.

BY OVERNIGHT DELIVERY: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the above addressed. I caused such envelope or package to be deposited in a regularly utilized drop box of the overnight delivery carrier.

BY PERSONAL SERVICE: I caused to be personally delivered the documents listed above to the addressee(s) named above.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **September 30, 2009** at San Diego, California.


Danette P. Reando