

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
 Robert Scott Kennard, S.B.N. 117017
 NELSON & KENNARD File No. 10-10375-0
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 P.O. Box 13807
 Sacramento, CA 95853
 TELEPHONE NO: (916) 920-2295 FAX NO (Optional): (916) 920-0685
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): DCFS USA LLC

FOR COURT USE ONLY
FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER
 JUN 11 2010

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 Civic Center Drive, West
 MAILING ADDRESS:
 CITY AND ZIP CODE: Santa Ana, CA 92702-1994
 BRANCH NAME: CENTRAL JUSTICE CENTER - LIMITED CIVIL CASE

ALAN CARLSON, Clerk of the Court
Jennifer Garcia
 BY J. GARCIA

PLAINTIFF: DCFS USA LLC
 DEFENDANT: JOHN PAUL GARCIA ,
 [X] DOES 1 TO 10

CONTRACT
 [X] COMPLAINT [] AMENDED COMPLAINT (Number):
 [] CROSS-COMPLAINT [] AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):
 [X] ACTION IS A LIMITED CIVIL CASE
 Amount demanded [] does not exceed \$10,000
 [X] exceeds \$10,000, but does not exceed \$25,000
 [] ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
 [] ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 [] from limited to unlimited
 [] from unlimited to limited

CASE NUMBER:
 30-2010
 00380433

1. Plaintiff* (name or names): DCFS USA LLC
 alleges causes of action against Defendant*(name or names): JOHN PAUL GARCIA ,
2. This pleading, including attachments and exhibits, consists of the following number of pages: 5, plus exhibits
3. a. Each plaintiff named above is a competent adult
 [X] except plaintiff (name): DCFS USA LLC
 [] a corporation qualified to do business in California
 [] an unincorporated entity (describe):
 [X] other (specify): a limited liability company
 b. [] Plaintiff (name):
 a. [] has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. [] has complied with all licensing requirements as a licensed (specify):
 c. [] Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 [] except defendant (name):
 (1) [] a business organization, form unknown
 (2) [] a corporation
 (3) [] an unincorporated entity (describe):
 (4) [] a public entity (describe):
 (5) [] other (specify):
 [] except defendant (name):
 (1) [] a business organization, form unknown
 (2) [] a corporation
 (3) [] an unincorporated entity (describe):
 (4) [] a public entity (describe):
 (5) [] other (specify):

SHORT TITLE: DCFS USA LLC, et al. v. JOHN PAUL GARCIA, et al.	CASE NUMBER:
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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) Doe defendants (specify Doe numbers): 1 - 5 were the agents or employees of the named Defendants and acted within the scope of that agency or employment.

(2) Doe defendants (specify Doe numbers): 6 - 10 are persons whose capacities are unknown to Plaintiff.

c. Information about additional defendants who are not natural persons is contained in Attachment 4c.

d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and

a. plaintiff has complied with applicable claims statutes, or

b. plaintiff is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because

a. a defendant entered into the contract here.

b. a defendant lived here when the contract was entered into.

c. a defendant lives here now.

d. the contract was to be performed here.

e. a defendant is a corporation or unincorporated association and its principal place of business is here.

f. real property that is the subject of this action is located here.

g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

Breach of Contract

Common Counts

Other (specify):

9. Other allegations: Prior to commencement of this action, the Defendants were informed in writing that if an action were commenced, the Plaintiff may recover its reasonable attorney's fees and court costs, where allowed by law, in addition to the principal and interest otherwise owed.

10. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. damages of \$ 13,180.49

b. interest on the damages

(1) according to proof

(2) at the rate of (specify): 6.990 percent per year from (date): 9/01/09

c. attorney fees pursuant to Civil Code Section 1717.

(1) of \$

(2) according to proof.

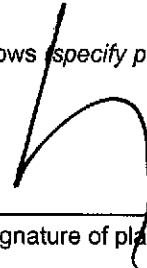
d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: April 28, 2010

ROBERT SCOTT KENNARD

(Type or print name)

< 

(Signature of plaintiff or attorney)

(if you wish to verify this pleading, affix a verification.)

SHORT TITLE:
DCFS USA LLC, et al. v. JOHN PAUL GARCIA, et al.

CASE NUMBER:

FIRST CAUSE OF ACTION X Breach of Contract

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): DCFS USA LLC

alleges that on or about (date): 11/14/08

a written oral other (specify):

agreement was made between (name parties to agreement): Plaintiff's assignor and Defendant(s)

JOHN PAUL GARCIA ,

A copy of the agreement is attached as Exhibit 1 and

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

The above-referenced agreement has been assigned to Plaintiff who is, and at all times herein mentioned was, the holder thereof and lawful owner of the vehicle which is the subject of the agreement.

BC-2. On or before (dates): 03/14/09

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendants failed to make the monthly installments due pursuant to the terms of the agreement. The vehicle was repossessed or surrendered on 07/31/09. Prior to disposing of the vehicle, Plaintiff duly gave all notices required of it to be given in accordance with applicable law.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

After deducting from the unpaid balance owed at the time of default all credits due Defendants including, but not limited to, unearned finance charges, security deposit, insurance proceeds, etc., if any, and after adding Plaintiff's costs of repossession and sale, if any, there now remains due and owing from Defendants to Plaintiff the sum of \$13,180.49 together with interest thereon at the rate of 6.990% from 9/01/09.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof pursuant to Civil Code Section 1717.

BC-6. Other:

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Page 1 of 1

SHORT TITLE:

DCFS USA LLC, et al. v. JOHN PAUL GARCIA, et al.

CASE NUMBER:

SECOND CAUSE OF ACTION Common Counts

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): DCFS USA LLC

alleges that defendant (name): JOHN PAUL GARCIA ,
became indebted to plaintiff other (name):

a. within the last four years

(1) on an open book account for money due.

(2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

(1) for money had and received by defendant for the use and benefit of plaintiff.

(2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value.

(3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff

the sum of \$ 13,180.49

the reasonable value.

(4) for money lent by plaintiff to defendant at defendant's request.

(5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.

(6) other (specify):

CC-2. \$ 13,180.49 which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of 6.990 percent per year from (date): 9/01/09

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof pursuant to Civil Code Section 1717.

CC.4. Other:

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Page 1 of 1

VERIFICATION

I, ROBERT SCOTT KENNARD, declare:

I am an attorney at law duly admitted and licensed to practice before all courts of the State of California and I have my professional office at 2180 Harvard Street, Ste. 160, Sacramento, Sacramento County, California.

I am the attorney of record for Plaintiff in the above entitled matter.

Said Plaintiff is absent from the county in which I have my office and for that reason I am making this verification on their behalf.

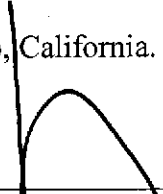
I have read the foregoing documents and know the contents thereof.

Venue lies properly with this court because Defendant either resides in this judicial district at the time this action is commenced or the contract was in fact signed by the Defendant in this judicial district.

As to all other matters, I am informed and believe that the matters stated therein are true, and on that ground, I allege that the matters stated therein are true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on April 28, 2010, at Sacramento, California.



ROBERT SCOTT KENNARD

10-10375

EXHIBIT

1

PROMISSORY NOTE AND SECURITY AGREEMENT
Consumer Paper - This is a consumer credit transaction.



1017865095

LENDER DCFS USA LLC 13650 Heritage Parkway Fl Worth, Texas 76177		BORROWER JOHN PAUL GARCIA		DATE 11/14/2008
		ADDRESS 17602 17TH ST114		CO-BORROWER N/A
		CITY, STATE, ZIP CODE TUSTIN, CALIFORNIA 92780		

Vehicle	NEW OR USED Used	YEAR 2006	MAKE MERCEDES	MODEL S430V	VIN WDBNG70JX6A475093
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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate. 6.99%	FINANCE CHARGE The dollar amount the credit will cost You. \$7,621.12 (E)	Amount Financed The amount of credit provided to You or on Your behalf. \$40,582.88	Total of Payments The amount You will have paid after You have made all payments as scheduled. \$48,204.00 (E)
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Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
60	\$ 803.40	MONTHLY BEGINNING December 14, 2008
+1 Final Payment	N/A	N/A

Security: You are giving a security interest in the motor vehicle ("Vehicle") being purchased with the loan proceeds, used as collateral for this loan.
Filing Fee: You agree to pay any lien filing fees.
Late Charge: If all or any portion of a payment is received more than 10 days after the payment due date, in California, You will be charged a late charge of \$10. In Arizona, You will pay 5% of the unpaid amount. In South Carolina, You will pay 5% of the unpaid amount up to \$14.50. In Iowa, You will pay 5% of the unpaid amount up to \$15. In Utah, You will pay 5% of the unpaid amount with a \$30 minimum. In Nevada, You will pay 8% of the unpaid amount up to \$15. In Georgia, a late charge will not be assessed.
Prepayment: If You pay off early, You will not have to pay a penalty.
Other Terms: See the terms on all pages of this Note for any additional information about nonpayment, default, and required repayment in full before the scheduled date, prepayment refunds, and penalties and further information about security interests.
(E) means an estimate

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS NOTE, YOU MAY LOSE THE VEHICLE YOU PURCHASED WITH THIS LOAN, OR WHICH SERVES AS COLLATERAL FOR THIS LOAN.

PRIMARY USE OF VEHICLE: You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.

ITEMIZATION OF AMOUNT FINANCED

a. Cash Price		
(i) Vehicle (including accessories, delivery, installation charges, if any).....	\$37,650.00	
(ii) Sales Tax.....	\$2,917.88	
(iii)		
(iv) Cash Price.....		\$40,567.88
b. Downpayment		
(i) Cash Downpayment.....	\$0.00	
(ii)		
(iii) Downpayment.....		\$0.00
c. Unpaid Balance of Cash Price		\$40,567.88
d. Other Charges Including Amounts Paid to Others on Your Behalf *		
(i) Paid to the Public Officials for:*		
(a) Other Taxes.....		
(b) Filing Fees.....	\$0.00	
(c) License Fees.....	\$0.00	
(d) Certificate of Title Fees.....	\$15.00	
(e) Registration Fees.....		
(f) Other.....	\$0.00	
(ii) Paid to:.....		
For:.....	\$0.00	
(iii) Paid to:.....		
For:.....	\$0.00	
(iv) Subtotal.....		\$15.00
e. Amount Financed		\$40,582.88

* We may be retaining a portion of these amounts.

NOTICE: SEE OTHER PAGES FOR IMPORTANT INFORMATION.
THE ADDITIONAL TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES ARE A PART OF THIS CONTRACT.

ADDITIONAL TERMS AND PROVISIONS

1. **PROMISE TO PAY:** The undersigned ("Borrower", "You" or "Your"), jointly and severally, promise(s) to pay to the order of DCFS USA LLC ("Lender," "we," "us" or "our"), the Amount Financed shown above with interest (Finance Charge) on the unpaid balance of the Amount Financed at the Annual Percentage Rate shown above and accruing daily until the Amount Financed is paid in full. The Finance Charge shall be computed on the basis of a year consisting of 365/366 days and charged for the actual number of days elapsed. You promise to make payments according to the payment schedule shown above. The due date of the final payment is the final maturity of this Promissory Note and Security Agreement ("Note"), and any remaining unpaid amounts shall be due and owing on that date. The Total of Payments and Finance Charge shown above are estimates based on Your making the proper payment on each scheduled due date. Payments made after any due date will increase the total amount of Finance Charge and Total of Payments.
2. **PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change Your payment due date. You may prepay Your debt without penalty. This is a simple interest Note. Your final payment may be larger or smaller, depending on whether You make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 (366 if in a leap year) to the unpaid Amount Financed for the number of days outstanding.
3. **SECURITY AGREEMENT:** You grant us a security interest in the Vehicle and all parts or other goods put on the Vehicle; all money or goods received for the Vehicle (Vehicle proceeds); and all insurance policies, extended warranties, and service contracts and other optional products financed by You in this Note, and any rebate or refunds which relate to such policies, extended warranties, or contracts, and any proceeds of any of the foregoing. This secures payment of all amounts You owe under this Note.
4. **USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring Your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days. You will promptly advise us of any change of address or change in location of the Vehicle.
5. **WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of this Note, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You agree that there are no such implied warranties.
6. **INSURANCE:** You must insure Yourself and us against loss or damage to the Vehicle and provide us proof of that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, You must pay for it if it is lost, damaged, or destroyed. You agree that we may endorse Your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.
7. **RETURNED INSTRUMENT CHARGE:** If any check, draft, order or other similar instrument is returned unpaid for any reason, including, but not limited to, insufficient funds, You will pay us a returned instrument charge, to the extent not prohibited by applicable law. If You sign this Note in South Carolina, the amount of the returned instrument charge will be \$30. If You sign this Note in Utah, the amount of the returned instrument charge will be \$20. If You sign this Note in Arizona, California, Georgia, Iowa, or Nevada, a returned instrument charge will not be assessed. The returned instrument charge will be due upon our notice to You.
8. **DEFAULT:** You will be in default if You do not make a payment when it is due; You do not keep any promise in this Note; You file bankruptcy petition or one is filed against You; Your Vehicle is seized by any local, state, or federal authority; You provided information on the credit application which was not true and accurate; or You breach any promise, representation, or warranty You have made in this Note. Upon the occurrence of any event of default, we shall have all of the rights and remedies of a secured party as provided by Article 9 of the Uniform Commercial Code. In the event of default, You agree to make the Vehicle available to us at a place acceptable to us which is convenient to You.

If You are in default, we may: require You to pay the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due; sue You to collect the amount You owe; **without the use of force or other breach of the peace, enter the premises where the Vehicle may be, and lawfully repossess (take back) the Vehicle, including equipment and accessories;** take goods found in the Vehicle and hold them for You for thirty (30) days, and if You do not claim the goods during that period, we can dispose of them and have no liability to You; and cancel insurance policies, extended warranties, service contracts, or other optional products financed by You under this Note, and apply the refunded premium to Your outstanding balance.

If we repossess the Vehicle, we will send You a notice. It will state that You may redeem the Vehicle and the amount needed to redeem. You may redeem the Vehicle until we sell it. The money from the sale, less allowed expenses, will be applied to the amount You owe. If there is any money left, we will pay it to You. If the money from the sale is not enough, You will pay what is still owed to us plus interest: Allowed expenses, those which we are entitled to by law in any lawful activity to obtain possession of, recondition, and dispose of the Vehicle after default. You agree to pay all of our reasonable costs and expenses in enforcing this Note or in realizing upon the Vehicle, including court costs and reasonable attorneys' fees, to the extent permitted by applicable law (including bankruptcy or insolvency proceedings). All rights and remedies of Lender, whether provided for herein or conferred by law, are cumulative.

NOTICE: SEE OTHER PAGES FOR IMPORTANT INFORMATION.
THE ADDITIONAL TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES ARE A PART OF THIS CONTRACT.

9. **DEFERRED PAYMENTS:** Any change in this Note must be in writing and signed by all the parties; however, if permitted by law, extensions and due date changes may be agreed to orally by You and us, and we will send You a written confirmation of our agreement. Interest will continue to accrue until the next payment is received. Any deferral would not extend any purchased insurance coverage You have.
10. **POWER OF ATTORNEY:** You appoint us, through our appointed officer or employee, as Your attorney-in-fact. Your grant of this power of attorney is coupled with an interest, and is irrevocable until all obligations You owe under this Note are paid in full. As Your attorney-in-fact, we can: sign on Your behalf all Certificates of Ownership, Registration Cards, applications, affidavits or any other documents required to register and properly perfect our security interest in the Vehicle; transfer Your entire interest in the Vehicle to any other person as part of a repossession and sale; act on Your behalf in any insurance matter relating to the Vehicle, including, but not limited to, the power to endorse insurance proceeds checks or drafts on Your behalf; and cancel extended warranties, service contracts, or other optional insurance financed by You under this Note, and apply the refunded premium to Your outstanding balance if You are in default.
11. **WAIVER AND SEVERABILITY:** No delay or omission by Lender in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not act as a waiver for any other occasion. We may accept late or partial payments or payments marked "in full" or with similar language, without waiving any rights or remedies. Unless otherwise provided in this Note, if any provision of this Note is held invalid, such invalidity shall not affect the validity and enforceability of the remaining provisions of this Note.
12. **SUCCESSORS AND ASSIGNS:** All rights of Lender shall also benefit the successors and assigns of Lender, and all Your obligations shall be binding upon Your heirs, beneficiaries, personal representatives, successors and assigns. You may not assign Your rights and obligations under this Note, unless the Lender agrees in writing to such assignment. If there is more than one Borrower, Your obligations hereunder shall be joint and several. Any changes to this Note must be in writing and signed by us.
13. **GOVERNING LAW:** This Note is made pursuant to the laws of the state in which You reside at the time You execute this Note, except, if the Vehicle is repossessed in a state other than the one in which You reside at the time You execute this Note, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

PRIVACY POLICY OF DCFS USA LLC / MERCEDES-BENZ FINANCIAL / DAIMLER TRUST ("we," "us," and "our")

Categories of Information We Collect

We collect nonpublic personal information about You from the following sources:

- Information we receive from You on applications and other forms;
- Information about Your transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other outside sources.

Categories of Information We Disclose

We may disclose all of the information that we collect, as described above.

Categories of Affiliates and Third Parties to Whom We Disclose Information About Current and Former Customers

We may disclose all of the information that we collect, which relates to our transactions or experiences with You among our affiliated companies. Companies, which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us. In other words, it is any company that is in our "family of companies."

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

Opting Out of Disclosure and Opting In

Because we only disclose information to nonaffiliated third parties as permitted by law or through joint marketing agreement, opt outs of such disclosures and opt-ins are not required.

Policies and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information

We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which jointly market our products and services, who need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information.

Privacy Policy Changes and Future Disclosures

We may from time to time change our Privacy Policy. We reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

**NOTICE: SEE OTHER PAGES FOR IMPORTANT INFORMATION.
THE ADDITIONAL TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES ARE A PART OF THIS CONTRACT.**

IMPORTANT ARBITRATION AND CLASS-ACTION/CLASS-ARBITRATION WAIVER DISCLOSURES

THE FOLLOWING ARBITRATION PROVISIONS SIGNIFICANTLY AFFECT YOUR RIGHTS IN ANY DISPUTE WITH US. PLEASE READ THE FOLLOWING DISCLOSURES AND THE ARBITRATION PROVISION THAT FOLLOWS CAREFULLY BEFORE YOU SIGN THE CONTRACT.

1. IF EITHER YOU OR WE CHOOSE, ANY DISPUTE BETWEEN YOU AND US WILL BE DECIDED BY ARBITRATION AND NOT IN COURT.
2. IF SUCH DISPUTE IS ARBITRATED, YOU AND WE WILL GIVE UP THE RIGHT TO A TRIAL BY A COURT OR A JURY TRIAL.
3. YOU AGREE TO GIVE UP ANY RIGHT YOU MAY HAVE TO BRING A CLASS-ACTION LAWSUIT OR CLASS ARBITRATION, OR TO PARTICIPATE IN EITHER AS A CLAIMANT, AND YOU AGREE TO GIVE UP ANY RIGHT YOU MAY HAVE TO CONSOLIDATE YOUR ARBITRATION WITH THE ARBITRATION OF OTHERS.
4. THE INFORMATION THAT CAN BE OBTAINED IN DISCOVERY FROM EACH OTHER OR FROM THIRD PERSONS IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
5. OTHER RIGHTS THAT YOU AND/OR WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, arbitration section or the arbitrability of any issue), between you and us or any of our employees, agents, successors or assigns, which arises out of or relates to a credit application, this contract, or any resulting transaction or relationship arising out of this contract shall, at the election of either you or us, or our successors or assigns, be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose to proceed under the applicable rules of the National Center for Dispute Settlement, or its successor, which may be obtained by mail from the National Center for Dispute Settlement, 22500 Metropolitan Pkwy, Suite 200, Clinton Township, MI 48035 or the Internet at <http://www.ncdsusa.org/>, or the applicable rules of the National Arbitration Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191, or on the Internet at <http://www.arbitration-forum.com>.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that we voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (9 USC 1, *et seq.*). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both you and Lender and Lender's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

If any clause within this Arbitration section, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be severed from this Arbitration section, and the remainder of this Arbitration section will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire Arbitration section will be severed and the remaining provisions of this contract shall be given full force and effect as if the Arbitration section of this contract had not been included in this contract.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (Borrower(s)) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. This disclosure applies to Notes which evidence purchase money loans for goods or services obtained primarily for personal, family, or household use.

NOTICE: SEE OTHER PAGES FOR IMPORTANT INFORMATION.

THE ADDITIONAL TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES ARE A PART OF THIS CONTRACT.

NOTICE TO CALIFORNIA RESIDENTS: This loan is made by DCFS USA LLC, 36455 Corporate Dr., Farmington Hills, MI 48331-3552 and Lender License File No. 603-F370 pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code. By entering this Note and Security Agreement, You represent that no person has performed any act as a broker in connection with the making of this loan. **FOR INFORMATION, CONTACT THE DEPARTMENT OF CORPORATIONS STATE OF CALIFORNIA.**

NOTICE TO IOWA RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING THE IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY IN THIS CONTRACT.

GUARANTY

The Guarantor(s) named below absolutely and unconditionally guarantee(s) payment of all amounts owed under this Note. This means if the borrower(s) fail(s) to pay any money owed, guarantor(s) will pay it. All Guarantor(s) shall be jointly and severally liable and agree that this guaranty shall not be affected by any changes to this Note. Guarantor(s) also agree to be liable for all fees and costs, including attorneys' fees, that the Lender incurs in enforcing this Note or guaranty.

Guarantor(s) has/have received a completed copy of this Note and guaranty at the time of signing.

X _____
Guarantor

Print Name

Address

Address

X _____
Guarantor

Print Name

Address

Address

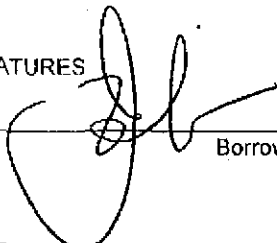
NOTICE TO ARIZONA RESIDENTS: YOU MAY REQUEST THAT THE INITIAL DISCLOSURES PRESCRIBED IN THE TRUTH IN LENDING ACT (15 UNITED STATES CODE SECTIONS 1601 THROUGH 1666) BE PROVIDED IN SPANISH BEFORE SIGNING ANY LOAN DOCUMENTS. **AVISO A LOS RESIDENTES DE ARIZONA:** USTED PUEDE SOLICITAR QUE LA REVELACION INICIAL QUE SE ESTABLECE EN EL TRUTH IN LENDING ACT (DECRETO SOBRE LA VERACIDAD EN PRESTAMOS) (SECCIONES 1601 AL 1666 DEL TITULO 15 DEL UNITED STATES CODE) LE SEA PROPORCIONADA EN ESPAÑOL ANTES DE FIRMAR CUALESQUIER DOCUMENTOS DEL PRESTAMO.

NOTICE TO BORROWER: (A) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE. PREPAYMENT MAY BE MADE DURING LENDER'S REGULAR BUSINESS HOURS AND SUBJECT TO APPLICABLE REFUND REQUIREMENTS.

By executing this Note You acknowledge that You have received this disclosure, that You have read this disclosure, that You understand this disclosure, and that Your loan transaction has been handled in accordance with the conditions stated above.

ACKNOWLEDGEMENT: Borrower agrees to the terms of this Promissory Note and Security Agreement including the additional terms set forth on the accompanying pages. Borrower acknowledges receipt of a true and completely filled in copy of this Note prior to consummation of the loan.

SIGNATURES

X  _____
Borrower

X _____
Co-Borrower

NOTICE: SEE OTHER PAGES FOR IMPORTANT INFORMATION. THE ADDITIONAL TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES ARE A PART OF THIS CONTRACT.