

Please Read Instructions on Reverse Side of Yellow copy

Please print in ink or type

Arkansas Claims Commission

NOV 30 2016

RECEIVED

BEFORE THE STATE CLAIMS COMMISSION  
Of the State of Arkansas

- ☐ Mr.  
☐ Mrs.  
☐ Ms.  
☐ Miss

SPRINGDALE AUTO FINANCE, Claimant

vs.

State of Arkansas, Respondent

AR Dept. of Finance &amp; Administration

## COMPLAINT

SPRINGDALE AUTO FINANCE, INC. the above named Claimant, of 1035 SUNRISE SPRINGDALE  
 (Name) (Street or R.F.D. & No.) (City)  
 AR 72764 479-751-6300 County of WASHINGTON represented by ROMAN ROARK  
 (State) (Zip Code) (Daytime Phone No.) (Legal Counsel, if any, for Claimant)  
 of 2933 ACADIANA FAYETTEVILLE AR 72703 479-236-1202 says:  
 (Street and No.) (City) (State) (Zip Code) (Phone No.) (Fax No.)  
 State agency involved: D.F.A. + MOTOR VEHICLE Amount sought: \$ 8,046.44

Month, day, year and place of incident or service: MARCH 7<sup>th</sup> 2016.

Explanation: SPRINGDALE AUTO FINANCE, INC. FINANCED A 2004 CHEVY TAHOE (1GNEK13Z04R225771) FOR ANGEL AYALA ON 12/26/2015. WHEN HE REGISTERED THE VEHICLE DESCRIBED HEREIN WE PROVIDED THE PROPER PAPERWORK AND DOCUMENTS REFLECTING OUR LIEN ON THE TITLE. THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS ADMITTED TO ME, THAT AT THE TIME ANGEL AYALA REGISTERED THE VEHICLE, THE EMPLOYEE AT THE D.F.A. AND MOTOR VEHICLE OMITTED AND FAILED TO PLACE OUR LIEN ON THE TITLE AND FORWARDED A FREE + CLEAR TITLE TO ANGEL AYALA. ANGEL AYALA HAS SINCE THEN, SOLD THE SAID VEHICLE.

As parts of this complaint, the claimant makes the statements, and answers the following questions, as indicated: (1) Has claim been presented to any state department or officer thereof?

NO ; when? ; to whom?  
 (Yes or No) (Month) (Day) (Year) (Department)

: and that the following action was taken thereon:

and that \$ was paid thereon: (2) Has any third person or corporation an interest in this claim? ; if so, state name and address

(Name) (Street or R.F.D. & No.) (City) (State) (Zip Code)

and that the nature thereof is as follows:

: and was acquired on , in the following manner:

THE UNDERSIGNED states on oath that he or she is familiar with the matters and things set forth in the above complaint, and that he or she verily believes that they are true.

ROMAN ROARK  
 (Print Claimant/Representative Name)

(Signature of Claimant/Representative)

SWORN TO and subscribed before me at Springdale Arkansas  
 (City) (State)

on this 14 day of November 2016  
 (Date) (Month) (Year)

(SEAL) TINA CANNON  
 NOTARY PUBLIC  
 BENTON COUNTY, AR  
 COMMISSION NO. 12403661  
 COMM. EXP. MARCH 19, 2025

Tina Cannon  
 (Notary Public)

SF1-R799

My Commission Expires: March 17 2025  
 (Month) (Day) (Year)

RR/11-22-2016 PAGE 1

TR	INTDT	PMTDT	CONTR	CUR BAL	TENDERD	PAYMENT	PRIN	INTEREST	SUS TAX	FEES	CPI/MAIV	MISC/TAX	EMP#	DRW#	PAST	RECEIPT	PAYOFF
RG	083016	083016	090316	7850.85	250.00	214.00	161.79	52.21	0.00	0.00	36.00	0.00	BC	99	10	63156	785
RG	081316	081316	082016	8012.64	186.00	150.00	128.16	21.84	0.00	0.00	36.00	0.00	BC	99	7	62433	801
RG	080616	080616	080616	8140.80	86.00	86.00	60.85	25.15	0.00	0.00	0.00	0.00	BC	99	14	62088	814
RG	072916	072916	072316	8201.65	100.00	64.00	23.02	40.98	0.00	0.00	36.00	0.00	BC	99	6	61672	820
RG	071616	071616	072316	8425.15	272.00	236.00	200.48	35.52	0.00	0.00	36.00	0.00	BC	99	21	61059	822
RG	070516	070516	062516	8434.19	100.00	64.00	9.04	54.96	0.00	0.00	36.00	0.00	BC	99	10	60490	842
RG	061816	061816	062516	8538.37	186.00	150.00	104.18	45.82	0.00	0.00	36.00	0.00	BC	99	7	59816	843
RG	060416	060416	061116	8642.00	186.00	150.00	103.63	46.37	0.00	0.00	36.00	0.00	BC	99	2	59226	853
RG	052116	052116	052816	8745.07	86.00	86.00	103.07	46.93	0.00	0.00	36.00	0.00	BC	99	7	58560	864
RG	050716	050716	051416	8807.44	100.00	86.00	62.37	23.63	0.00	0.00	0.00	0.00	BC	99	7	57965	874
RG	016	043016	043016	8837.57	186.00	150.00	30.13	33.87	0.00	0.00	36.00	0.00	BC	99	0	57628	880
RG	040816	040816	041616	8946.42	86.00	86.00	108.85	41.15	0.00	0.00	36.00	0.00	BC	99	2	57144	888
RG	040416	040416	040216	9018.59	100.00	64.00	72.17	13.83	0.00	0.00	0.00	0.00	BC	99	6	56614	899
RG	032616	032616	040216	9051.37	66.00	64.00	32.78	31.22	0.00	0.00	36.00	0.00	BC	99	2	56386	903
RG	031916	031916	031916	9092.97	120.00	84.00	41.60	24.40	0.00	0.00	0.00	0.00	BC	99	7	56006	906
RG	030516	030516	031916	9127.99	186.00	150.00	35.02	48.98	0.00	0.00	36.00	0.00	BC	99	0	55728	909
RG	022016	022016	030516	9228.47	186.00	150.00	100.48	49.52	0.00	0.00	36.00	0.00	BC	99	0	55112	913
RG	020616	020616	022016	9328.41	186.00	150.00	99.94	50.06	0.00	0.00	36.00	0.00	BC	99	0	54478	923
RG	012516	012516	020616	9435.01	100.00	100.00	106.60	43.40	0.00	0.00	36.00	0.00	BC	99	0	53827	933
RG	012516	012516	012316	9522.96	86.00	50.00	87.95	12.05	0.00	0.00	0.00	0.00	BC	99	2	53210	944
RG	010816	010816	012316	9522.96	186.00	150.00	0.00	50.00	0.00	0.00	36.00	0.00	BC	99	2	53209	952
MS	122615	122615	122615	0.00	1000.00	0.00	102.04	47.96	0.00	0.00	36.00	0.00	JR	2	0	52507	952
NL	122615	122615	010916	9625.00	0.00	0.00	9625.00	0.00	0.00	0.00	0.00	1000.00	JR	2	0	52029	

TOTALS

Print Paid To Date: 1774.15  
Intr Paid To Date: 839.85  
Payments Made: 17.4267  
Payments Remaining: 60.5733

Payments Made From ANGEL AYALA  
DECEMBER 2015 To August of 2014 REFLECTING  
THE PRINCIPAL BALANCE of \$7,850.85

**STATE OF MISSOURI  
CERTIFICATE OF TITLE**

01298EA223  
VEHICLE IDENTIFICATION NUMBER  
**IGNEK13Z04R22571**

**DUPLICATE**

YEAR  
**2004**

MAKE  
**CHEV**

HP  
**45**

PREVIOUS STATE  
**MO**

REGISTRATION NUMBER  
**64834**

DATE OF TIME OF TRANSFER  
**02/07/2008**

TAX  
**EX 01**

DATE ISSUED  
**11/18/2015**

OWNER  
**CARROL ERIC M TOD CARROL EMILY  
2375 MORGAN HEIGHTS  
CARL JUNCTION**

MAIL TO  
**FRANK FLETCHER TOYO  
2209 S RANGE LINE RD  
JOPLIN MO 64804-3244**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN  
LIEN DATE

SECOND LIEN  
LIEN DATE

LIEN RELEASE - To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release (DOCT-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

**MILEAGE STATEMENT**  
**EXEMPT FROM MILEAGE REQUIREMENTS**  
**EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE**  
**TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF**  
**SELLING THIS VEHICLE.**

**19201636**

**1201636**

**Director of Revenue**

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

COPY OF TITLE THAT MY CUSTOMER, ANGEL AYALA, USED TO REGISTER THE TAHOE. BACK OF THE TITLE CLEARLY SHOWS OUR LIEN AT THE TIME THE TITLE WAS GIVEN TO THE STATE FOR REGISTRATION. THIS COPY WAS FAXED TO ME FROM THE DF&A MOTOR VEHICLE.

19201636

**INSTRUCTIONS:** Federal law (and state law, if applicable) requires that all sellers state the mileage in connection with the transfer of ownership. Failing to complete or providing a false statement may result in fines and/or imprisonment.

**ALL OWNERS (sellers) on the face of the title and purchasers must sign and hand print their names after the purchaser(s) name, lienholder, sale price, trade-in, if applicable, net price, date of sale, and mileage spaces are completed. If purchaser/seller is an agent/officer of a firm, record official position after printed name. If assigning a junking certificate, the odometer disclosure, seller's printed name(s), and purchaser(s) printed name and signature are not required.**

**WARNING:** Alterations, erasures or misstatements will void this title/certificate.

**ASSIGNMENT OF TITLE:** When a vehicle is sold, the seller must sign and warrant certificate of title of the vehicle described on the face of this certificate of title to the following person(s) or entity(ies); if any, and none other, I/we further certify the accuracy of the sale price and mileage as specified below, when applicable.

**LIENHOLDERS:** Recording your lien below does not perfect your lien. See <http://dor.mo.gov/motor/liendeal/> for lien perfection requirements.

ASSIGNMENT	PURCHASER(S) NAME (PRINTED OR TYPED)		Frank Fletcher Toyota		SALE PRICE \$	
	ADDRESS		2209 S. Range Line Rd., Joplin, MO 64804		TRADE-IN \$	
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER		NET PRICE \$	
	ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein. Unless one of the following statements is checked:		MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		
	SIGNATURE OF ALL PURCHASER(S)		SIGNATURE OF ALL SELLER(S)		MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)	
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT POSITION)		HAND PRINTED NAME(S) BY SELLER(S) (AGENT POSITION)			
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED)		Northwest Auto of Arkansas		SALE PRICE \$	
	ADDRESS		1235 Sunrise Ave Ste A, Springdale, AR 72764		TRADE-IN \$	
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER		NET PRICE \$	
	ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein. Unless one of the following statements is checked:		MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		
	SIGNATURE OF ALL PURCHASER(S)		SIGNATURE OF ALL SELLER(S)		MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)	
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT POSITION)		HAND PRINTED NAME(S) BY SELLER(S) (AGENT POSITION)			
<b>THE REASSIGNMENTS BELOW CAN NOT BE USED FOR A SALVAGE CERTIFICATE OF TITLE.</b>						
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED)		Angel Ayala		SALE PRICE \$	
	ADDRESS				TRADE-IN \$	
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER		NET PRICE \$	
	ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein. Unless one of the following statements is checked:		MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		
	SIGNATURE OF ALL PURCHASER(S)		SIGNATURE OF ALL SELLER(S)		MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)	
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT POSITION)		HAND PRINTED NAME(S) BY SELLER(S) (AGENT POSITION)			
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED)				SALE PRICE \$	
	ADDRESS				TRADE-IN \$	
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER		NET PRICE \$	
	ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein. Unless one of the following statements is checked:		MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		
	SIGNATURE OF ALL PURCHASER(S)		SIGNATURE OF ALL SELLER(S)		MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)	
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT POSITION)		HAND PRINTED NAME(S) BY SELLER(S) (AGENT POSITION)			
LIENHOLDER INFORMATION	FIRST LIENHOLDER NAME (PRINTED OR TYPED) DOES NOT APPLY TO JUNKING CERTIFICATES				DATE OF LIEN	
	Springdale Auto Finance				12/26/15	
	FIRST LIENHOLDER ADDRESS					
	1231 S. Thompson Springdale, AR 72764					
SECOND LIENHOLDER NAME (PRINTED OR TYPED)				DATE OF LIEN		
SECOND LIENHOLDER ADDRESS						

DOR-387 (04-2015)

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>  No. _____  Date <u>12-26-2015</u>	Seller <b>NORTHWEST AUTO OF ARKANSAS, INC.</b> 1231 S THOMPSON SPRINGDALE, AR 72764  "We" and "us" mean the Seller above, its successors and assigns.	Buyer <b>ANGEL AYALA</b>  708 MILL ST SPRINGDALE, AR 72764  "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
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### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
13.990 %	\$ 2,213.42	\$ 9,625.00	\$ 11,838.42	\$ 1,000.00 \$ 12,838.42

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
--------------------	--------------------	-----------------------

78	150.00	BI-WEEKLY, BEGINNING 01-09-2016
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**Security:** You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 12% of the Payment up to \$45.00.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured N/A

☐ Single ☐ Joint Prem. \$ 0.00 Term N/A

**Credit Disability:** Insured N/A

☐ Single ☐ Joint Prem. \$ 0.00 Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_

Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 500.00.

If you get insurance from or through us you will pay \$ 0.00

for N/A of coverage.

This premium is calculated as follows:

☐ \$ 0.00 Deductible, Collision Cov. \$ 0.00

☐ \$ 0.00 Deductible, Comprehensive \$ 0.00

☐ Fire-Theft and Combined Additional Cov. \$ 0.00

☐ N/A \$ 0.00

You are giving a security interest in property to secure this contract. You must keep this property insured against loss, expense or damage due to fire, theft, collision or other such risks in the amounts we require. If you fail to do so, we are authorized to purchase insurance to protect our interest in the property, and may add the premium to the amount you owe us.

### ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ 0.00) \$ 10,500.00  
 Service Contract, Paid to: N/A \* \$ 0.00  
**Cash Price** \$ 10,500.00

Manufacturer's Rebate \$ 0.00

Cash Down Payment \$ 1,000.00

Deferred Down Payment \$ 0.00

a. Total Cash/Rebate Down \$ 1,000.00

b. Trade-In Allowance \$ 0.00

c. Less: Amount owing \$ 0.00

Paid to (includes f.):

d. Net Trade-In (b. minus c.) \$ 0.00

e. Net Cash/Trade-In (a. plus d.) \$ 1,000.00

f. Amount to Finance line e. (if e. is negative) \$ 0.00

**Down Payment** (e.; disclose as \$0 if negative) \$ 0.00

**Unpaid Balance of Cash Price** \$ 9,500.00

Paid to Public Officials - Filing Fees \$ 0.00

Insurance Premiums\* \$ 0.00

Documentary Fee, Paid to Seller \$ 125.00

To: Voluntary Debt Cancellation Coverage \$ 0.00

To: DOC FEE \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

**Total Other Charges/Amounts Pd. to Others** \$ 0.00

Less: **Prepaid Finance Charges** \$ 0.00

**Amount Financed** \$ 9,625.00

\*We may retain or receive a portion of this amount.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover N/A

N/A

This Service Contract will be in effect for N/A

ARKANSAS RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

MOTOR VEHICLE - NOT FOR MANUFACTURED HOMES

Expend <sup>TM</sup> © 1995, 1996 Bankers Systems, Inc., St. Cloud, MN Form RSSIMVLAZ-AR 5/9/2001

(page 1 of 3)

**SALE:** You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below.

Description of Vehicle Purchased

Year 2004 VIN 1GNEK13Z04R225771  
Make CHEVROLET Lic. No./Year  
Model TAHOE LS; LT; Z71 ☐ New ☒ Used  
Other:

Description of Trade-In N/A  
N/A

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle and all accessions to the Vehicle, together called Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 9,625.00, plus finance charges accruing on the unpaid balance at the rate of 13.990 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **DOCUMENTARY FEE:** You agree to pay a documentary fee of \$ 0.00.

**A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. THIS NOTICE IS REQUIRED BY LAW.**

☐ **PREPAYMENT PENALTY:** Upon voluntary prepayment in full, or acceleration after default, we will charge and you agree to pay a prepayment penalty in the amount of \$ 0.00.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Property, you represent and agree to the following:

- A. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- B. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- C. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- D. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- E. You will pay all taxes and assessments on the Property as they become due.
- F. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**DEFAULT:** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, reasonable attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- A. We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

**INSURANCE:** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance, and in the event of default, we may apply any refund to the unpaid balance.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**WARRANTY:** Warranty information is provided to you separately.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give notice that we intend to make, or are making, this Contract immediately due.

**ASSIGNMENT:** This Contract and Security Agreement is assigned to SPRINGDALE AUTO FINANCE, INC., the Assignee, phone 479-751-6300. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

### THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
NORTHWEST AUTO OF ARKANSAS, INC

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

**IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1, 2 AND 3 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

Buyer:

Signature Angel Ayala Date \_\_\_\_\_  
ANGEL AYALA

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# NORTHWEST AUTO OF ARKANSAS, INC.

1231 S THOMPSON SPRINGDALE, AR 72764

Phone: 479-756-8700 FAX: 000-000-0000

Dealer No 000-000-0000

Sale Date: 12-26-2015

## BILL OF SALE

### Buyer:

Name: ANGEL AYALA

Address: 708 MILL ST

SPRINGDALE, AR 72764

Phone: 501-701-0890

### Co-Buyer:

Name:

Address:

, AK 00000-0000

Phone: 000-000-0000

### Sold Vehicle:

Stock#	Year	Make	Model	Mileage	VIN
225771	2004	CHEVROLET	TAHOE LS; LT; Z71		1GNEK13Z04R225771

### Trade In Vehicle:

Stock#	Year	Make	Model	Mileage	VIN
	0				

A.P.R	Amount Financed	Finance Charge	Total of Payments
13.99	9,625.00	2,213.42	11,838.42

The balance to be paid in 78 BI-WEEKLY payments of \$150.00

And 1 final payment of 138.42

The first payment is due on 01-09-2016

And continueing BI-WEEKLY thereafter

Cash Price:	10500.00
Service and Handling	125.00
Trade Allowance:	0.00
Service Contract:	0.00
TAXABLE AMOUNT:	10625.00
Sales Tax:	0.00
License Fee:	0.00
Registration Fee:	N/A
Trade Lien:	0.00
SUBTOTAL:	10625.00
Total Cash Down Pmt.:	1000.00
TOTAL:	9625.00

Angel Ayala 12-26-2015  
Purchaser(s) Signature Date Accepted By

Purchaser(s) Signature Date Accepted By

NORTHWEST AUTO OF ARKANSAS 12-26-2015  
Seller Date Signature

"A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE WITH OPTION TO PURCHASE OR OWN. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT OFR THE PREPARATIONS OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW."



**BEFORE THE STATE CLAIMS COMMISSION  
OF THE STATE OF ARKANSAS**

Arkansas  
State Claims Commission  
DEC 30 2016

**SPRINGDALE AUTO FINANCE**

**CLAIMANT**

vs.

**Claim No. 17-0390-CC**

**DEPARTMENT OF FINANCE AND  
ADMINISTRATION, OFFICE OF MOTOR VEHICLES**

**RESPONDENT**

**MOTION TO DISMISS**

COMES NOW the Respondent, the Arkansas Department of Finance and Administration, Revenue Division, Office of Motor Vehicle, by and through its attorney, Jeffrey Weber, Office of Revenue Legal Counsel, and for its response and motion to dismiss states:

1. On December 26, 2015 Angel Ayala bought a 2004 Chevrolet Tahoe (the “vehicle”) from Northwest Auto of Arkansas, Inc. A copy of the Retail Installment Contract and Security Agreement is attached as Exhibit 1. The sales price was \$12,838.42.
2. On March 7, 2016, Mr. Ayala registered the vehicle. He did not provide a copy of the installment contract. Rather, he provided a fraudulent bill of sale showing he only paid \$1,000.00 for the vehicle. A copy of the State of Arkansas Vehicle Bill of Sale/Odometer Disclosure Statement is attached as Exhibit 2. Mr. Ayala did not pay tax on a \$1,000.00 purchase because it was a vehicle purchase of less than \$4000.00. A copy of the Application for Title is attached as Exhibit 3.
3. When registering the vehicle, Mr. Ayala presented the Respondent with the Certificate of Title he received from Northwest Auto that shows a lien in favor of Springdale Auto Finance, the Claimant. A copy of this Certificate of Title is attached as Exhibit 4.

4. A title was issued to Mr. Ayala 18 days later on March 25, 2016, but the Claimant's lien was not listed. A copy of this Certificate of Title is attached as Exhibit 5.

5. On September 10, 2016, Mr. Ayala apparently traded the vehicle to Mr. Jhonathon Chavez for Mr. Chavez's unspecified vehicle. See Exhibit 5. Mr. Chavez then received his own title. A copy of this Certificate of Title is attached as Exhibit 6.

6. When Mr. Ayala failed to continue making the payments on the vehicle, the Claimant repossessed it from Mr. Chavez on October 27, 2016, and it is currently in the Claimant's possession. A copy of Mr. Chavez's statement in separate case 17-0424-CC is attached as Exhibit 7.

7. Respondent moves to dismiss this Claim pursuant to Claims Commission General Rule of Practice and Procedure 1.5(d), Rule 1.5 (e) and Rule 2.1 for failing to state allegations of fact supporting a claim.

8. Additionally, Respondent moves to dismiss the Claim pursuant to Rule 12(b)(6) of the Arkansas Rules of Civil Procedure (ARCP) because it fails to state a claim upon which relief can be granted. Rule 12(b)(6) states that a defense may be asserted by motion to dismiss if the original pleading fails to state facts upon which relief can be granted.

9. The Claimant has possession of the vehicle. Consequently, the lien has been satisfied and there is no issue remaining as to the Claimant. Should the Claimant desire to seek damages for missed payments from Mr. Ayala, it has an adequate remedy at law. The Claim should be denied and the Respondent should not be required to pay any damages.

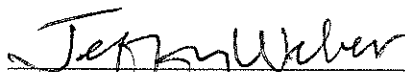
10. Should the Commission approve this claim, the amount awarded should be paid from: Agency – 0630; Fund Center 241, Cost Center 397671; GL Accounting 5110003000; Internal Order I0630164.

WHEREFORE, the Respondent, Arkansas Department of Finance and Administration, Revenue Division, Office of Motor Vehicle prays that the Claimant's complaint be dismissed and for all other just and proper relief.

Respectfully submitted,

Arkansas Department of Finance and  
Administration, Revenue Division, Office of Motor  
Vehicle

By:




Jeffrey Weber, Attorney Specialist (ABN 92082)  
Office of Revenue Legal Counsel  
Arkansas Department of Finance and Administration  
P. O. Box 1272, Room 2380  
Little Rock, Arkansas 72203  
Telephone: (501) 682-7030  
Fax: (501) 682-7599  
E-mail: jeffrey.weber@dfa.arkansas.gov

### **CERTIFICATE OF SERVICE**

I, Jeffrey Weber, on this 30th day of December, 2015, do hereby certify that I have served a true and correct copy of the above and foregoing document upon Claimant by depositing same in the U. S. Mail, postage prepaid, addressed as follows:

Roman Roark  
Springdale Auto Finance  
1035 Sunrise Street  
Springdale, Arkansas 72764

  
Jeffrey Weber

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>  No.  Date	Seller <b>NORTHWEST AUTO OF ARKANSAS, INC.</b> 1231 S THOMPSON SPRINGDALE, AR 72764  "We" and "us" mean the Seller above, its successors and assigns.	Buyer <b>ANGEL AYALA</b>  708 MILL ST SPRINGDALE, AR 72764  "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
	12-26-2015	

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
13.990 %	\$ 2,213.42	\$ 9,625.00	\$ 11,838.42	\$ 1,000.00 \$ 12,838.42

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
78	150.00	BI-WEEKLY, BEGINNING 01-09-2016

**Security:** You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 12% of the Payment up to \$45.00

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured N/A

☐ Single ☐ Joint Prem. \$ 0.00 Term N/A

**Credit Disability:** Insured N/A

☐ Single ☐ Joint Prem. \$ 0.00 Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_

Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 500.00

If you get insurance from or through us you will pay \$ 0.00

for N/A of coverage.

This premium is calculated as follows:

☐ \$ 0.00 Deductible, Collision Cov. \$ 0.00  
☐ \$ 0.00 Deductible, Comprehensive \$ 0.00  
☐ Fire-Theft and Combined Additional Cov. \$ 0.00  
☐ N/A \$ 0.00

You are giving a security interest in property to secure this contract. You must keep this property insured against loss, expense or damage due to fire, theft, collision or other such risks in the amounts we require. If you fail to do so, we are authorized to purchase insurance to protect our interest in the property, and may add the premium to the amount you owe us.

ARKANSAS RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT  
 MOTOR VEHICLE - NOT FOR MANUFACTURED HOMES

Expend © 1995, 1996 Bankers Systems, Inc., St. Cloud, MN Form RSSIMVLAZ-AR 5/9/2001

### ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ 0.00) \$ 10,500.00  
 Service Contract, Paid to: N/A \* \$ 0.00  
**Cash Price** \$ 10,500.00

Manufacturer's Rebate \$ 0.00  
 Cash Down Payment \$ 1,000.00

Deferred Down Payment \$ 0.00

a. Total Cash/Rebate Down \$ 1,000.00

b. Trade-In Allowance \$ 0.00

c. Less: Amount owing \$ 0.00

Paid to (includes f.): \_\_\_\_\_

d. Net Trade-In (b. minus c.) \$ 0.00

e. Net Cash/Trade-In (a. plus d.) \$ 1,000.00

f. Amount to Finance line e. (if e. is negative) \$ 0.00

**Down Payment** (e.; disclose as \$0 if negative) \$ 0.00

**Unpaid Balance of Cash Price** \$ 9,500.00

Paid to Public Officials - Filing Fees \$ 0.00

Insurance Premiums\* \$ 0.00

Documentary Fee, Paid to Seller \$ 125.00

To: Voluntary Debt Cancellation Coverage \$ 0.00

To: DOC FEE \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

To: N/A \$ 0.00

**Total Other Charges/Amounts Pd. to Others** \$ 0.00

**Less: Prepaid Finance Charges** \$ 0.00

**Amount Financed** \$ 9,625.00

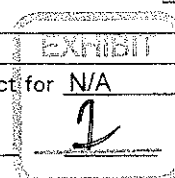
\*We may retain or receive a portion of this amount.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover N/A

N/A  
N/A

This Service Contract will be in effect for N/A

AY



**SALE:** You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below.

Description of Vehicle Purchased

Year 2004 VIN 1GNEK13Z04R225771  
Make CHEVROLET Lic. No./Year  
Model TAHOE LS; LT; Z71 ☐ New ☒ Used  
Other:

Description of Trade-In N/A  
N/A

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle and all accessions to the Vehicle, together called Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 9,625.00, plus finance charges accruing on the unpaid balance at the rate of 13.990 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **DOCUMENTARY FEE:** You agree to pay a documentary fee of \$ 0.00.

**A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. THIS NOTICE IS REQUIRED BY LAW.**

☐ **PREPAYMENT PENALTY:** Upon voluntary prepayment in full, or acceleration after default, we will charge and you agree to pay a prepayment penalty in the amount of \$ 0.00.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**DEFAULT:** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, reasonable attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

**INSURANCE:** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance, and in the event of default, we may apply any refund to the unpaid balance.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**WARRANTY:** Warranty information is provided to you separately.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give notice that we intend to make, or are making, this Contract immediately due.

**ASSIGNMENT:** This Contract and Security Agreement is assigned to SPRINGDALE AUTO FINANCE, INC., the Assignee, phone 479-751-6300. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

### THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature NORTHWEST AUTO OF ARKANSAS, INC Date \_\_\_\_\_

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

**IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1, 2 AND 3 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

Buyer:

Signature Angel Ayala Date \_\_\_\_\_  
ANGEL AYALA

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF ARKANSAS VEHICLE BILL OF SALE/ODOMETER DISCLOSURE STATEMENT**

**Section 1 - Vehicle Identification Number (VIN)**

1GNEK13Z04R225771

If buyer is a company rather than individuals, go directly to Section 3 - Company Name.

**Section 2 - Buyer Information**

First Name: Angel	Middle Initial: E	Last Name: Ayala
Address: 115 AD Lane		
City, State, Zip: Hot Springs AR 71913		
Check this box if there are multiple owners <input type="checkbox"/>		

**Section 3 - Company Information**

Company Name:
Company Address:
City, State, Zip:

**Section 4 - Dealer/Seller Name and Address**

Dealer/Seller Name: Northwest Auto Sales
Address:
City, State, Zip: Springdale AR 72764

**Section 5 - Purchase Date**

Purchase Date: Feb 09, 2016

**Section 6 - Description of Vehicle Purchased and Vehicle Trade-In**

Vehicle Purchased	Make	Model	Year	Primary Color	Secondary Color (If Applicable)
	Chevy	Tahoe	2004	Black	
Vehicle Trade-In	Make	Model	Year	Vehicle Identification Number of Trade-In	

**Section 7 - Odometer Disclosure**

I, Jose Luis Ramirez (seller's printed name) hereby state that the Odometer now reads 204549 (no tenths) miles, and to the best of my knowledge that it reflects the actual miles, **UNLESS** one of the items below is checked:

☒ 1. **EXCEEDS MECHANICAL LIMITS** - I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. **WARNING - ODOMETER DISCREPANCY** - I hereby certify that the odometer reading is not the actual mileage.

**Section 8 - Sales Price Information - Signatures**

Full Sales Price of Vehicle	\$1000.00	Jose Luis Ramirez	Printed Name of Seller
Less Trade-in		<i>Jose Luis Ramirez</i>	Signature of Seller
Net Taxable Difference	\$1,150.00	X Angel Ayala	Printed Name of Buyer
		X Angel Ayala	Signature of Buyer

**SECTION 9 - WARNING**

**WARNING:** It is a **FELONY** for any taxpayer to willfully attempt to evade or defeat the payment of any tax, penalty, or interest due under state law; OR for any person to willfully assist a taxpayer in evading or defeating the payment of any tax, penalty, or interest due under state law.

This form may be reproduced so long as the format and language are not changed from the original.



10-313

STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
APPLICATION FOR TITLE

VEHICLE IDENTIFICATION NUMBER

1GNEK13Z04R225771

LICENSE PLATE NO	LICENSE TYPE/USE	DECAL NUMBER	EXPIRATION DATE
BLABYH	BL - PASSENGER CARS		3/31/2017

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYLINDERS
2004	CHEV	TAHOE	UT	BLK	F	8

ODOMETER	ODOMETER CODE	DISPLACEMENT	AXLES	WEIGHT	BRAND
0	Exempt	0	0	5050	

TITLE NUMBER	TITLE PRINT STATUS	PREV TITLE NUMBER	Total Tax & Fees:
761004387821	BATCHMAIL	1gm17765 MO	\$81.89

PURCHASE INFORMATION

Purchase Price	\$1,000.00
Extended Warranty	\$0.00
Trade In	\$0.00
Taxable Price	\$1,000.00

TAX INFORMATION

State Sales Tax	\$0.00
County Sales Tax	\$0.00
State Penalty	\$0.00
Local Penalty	\$0.00

FEE INFORMATION

Title Fee	\$10.00
Postage Fee	\$0.39
Process For Registration	\$10.00
Validation Decal Fee	\$2.50
Base Registration Fee	\$30.00
National Wild Turkey Federation Inc.	\$25.00
Arkansas Temporary Tag	\$4.00
	<u>\$81.89</u>

OWNERS

LIENHOLDERS

ANGEL AYALA  
115 A D LN  
HOT SPRINGS NATIONAL PARK AR 71913-8059

RENEWAL MAILING

115 A D LN  
HOT SPRINGS NATIONAL PARK AR 719138059

TITLE MAILING

115 A D LN  
HOT SPRINGS NATIONAL PARK AR 719138059

TITLE ASSIGNMENT

AYALA, ANGEL

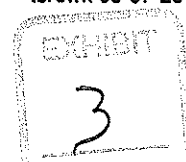
BENEFICIARY

RELATIONSHIP: SAME OWNER

APPLICANT SIGNATURE:

*Angel Ayala*

Hot Springs Airport Revenue  
26-04  
1609 ALBERT PIKE STE U  
(501)624-0832  
tbrown 03-07-2016





# STATE OF MISSOURI CERTIFICATE OF TITLE

TITLE NUMBER  
TGM17765

DUPLICATE

VEHICLE IDENTIFICATION NUMBER  
1GNEK13Z04R225771

YEAR 2004 MAKE CHEV

BODY STYLE  
UTILITY

HP 45

PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX EX 01

PURCHASE DATE 02/07/2008 DATE ISSUED 11/18/2015

OWNER CARROL ERIC M TOD CARROL EMILY  
2375 MORGAN HEIGHTS  
CARL JUNCTION MO 64834

MAIL TO

FRANK FLETCHER TOYO  
2209 S RANGE LINE RD  
JOPLIN MO 64804-3244

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*EXEMPT FROM MILEAGE REQUIREMENTS  
EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE  
TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF  
SELLING THIS VEHICLE.

19201636

DIRECTOR OF REVENUE

*Mia Ray*

008-307 (04/2015)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT

4

**INSTRUCTIONS:** Federal law (and state law, if applicable) requires that all sellers state the mileage in connection with the transfer of ownership. Failing to complete or providing a false statement may result in fines and/or imprisonment.

**ALL** owners (sellers) on the face of the title and purchasers must sign and hand print their names after the purchaser(s) name, lienholder, sale price, trade-in if applicable, net price, date of sale, and mileage spaces are completed. If purchaser/seller is an agent/officer of a firm, record official position after printed name. If assigning a junking certificate, the odometer disclosure, seller's printed name(s), and purchaser(s) printed name and signature are not required.

**WARNING:** Alterations, erasures or misstatement will void this title/certificate.

**ASSIGNMENT OF TITLE:** This document is a warrant certificate of title of the vehicle described on the front of this document. It is not a title. It is not a lien. It is not a security instrument. It is not a document of title. It is not a document of ownership. It is not a document of possession. It is not a document of control. It is not a document of any other right or interest in the vehicle. It is not a document of any other right or interest in the vehicle. It is not a document of any other right or interest in the vehicle.

**LIENHOLDERS:** Recording your lien below does not perfect your lien. See <http://dor.mo.gov/motorv/liendeal/> for lien perfection requirements.

ASSIGNMENT	PURCHASER(S) NAME (PRINTED OR TYPED) <b>Frank Fletcher Toyota</b>			SALE PRICE \$
	ADDRESS <b>2209 S. Range Line Rd., Joplin, MO 64804</b>			TRADE-IN \$
	DATE OF SALE <b>10/19/15</b>	MODEL	DEALER NUMBER OF SELLER	NET PRICE \$
	ODOMETER READING (NO TENTHS) <b>Exempt</b>	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked:		
	SIGNATURE OF ALL PURCHASER(S) <b>[Signature]</b>			MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT/POSITION) <b>FRANK FLETCHER - agent</b>			SIGNATURE OF ALL SELLER(S) <b>[Signature]</b>
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED) <b>Northwest Auto of Arkansas</b>			SALE PRICE \$
	ADDRESS <b>1235 Sunrise Ave Ste A Springdale, AR 72764</b>			TRADE-IN \$
	DATE OF SALE <b>10-20-15</b>	MODEL	DEALER NUMBER OF SELLER <b>0325</b>	NET PRICE \$
	ODOMETER READING (NO TENTHS) <b>Exempt</b>	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked:		
	SIGNATURE OF ALL PURCHASER(S) <b>[Signature]</b>			MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT/POSITION) <b>JOSE L. ROMERO</b>			SIGNATURE OF ALL SELLER(S) <b>[Signature]</b>
<b>THE REASSIGNMENTS BELOW CAN NOT BE USED FOR A SALVAGE CERTIFICATE OF TITLE.</b>				
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED) <b>Angel Ayala</b>			SALE PRICE \$
	ADDRESS			TRADE-IN \$
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER <b>17749</b>	NET PRICE \$
	ODOMETER READING (NO TENTHS) <b>EXEMPT</b>	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked:		
	SIGNATURE OF ALL PURCHASER(S) <b>[Signature]</b>			MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT/POSITION) <b>+ Angel Ayala</b>			SIGNATURE OF ALL SELLER(S) <b>[Signature]</b>
REASSIGNMENT BY REGISTERED DEALER	PURCHASER(S) NAME (PRINTED OR TYPED)			SALE PRICE \$
	ADDRESS			TRADE-IN \$
	DATE OF SALE	MODEL	DEALER NUMBER OF SELLER	NET PRICE \$
	ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked:		
	SIGNATURE OF ALL PURCHASER(S)			MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS MILEAGE READING IS NOT ACTUAL (WARNING: ODOMETER DISCREPANCY)
	HAND PRINTED NAME(S) BY PURCHASER(S) (AGENT/POSITION)			SIGNATURE OF ALL SELLER(S) (AGENT/POSITION)
LIENHOLDER INFORMATION	FIRST LIENHOLDER NAME (PRINTED OR TYPED) DOES NOT APPLY TO JUNKING CERTIFICATES <b>Springdale Auto Finance</b>			DATE OF LIEN
	FIRST LIENHOLDER ADDRESS <b>1231 S. Thompson Springdale, AR 72764</b>			
	SECOND LIENHOLDER NAME (PRINTED OR TYPED)			DATE OF LIEN
	SECOND LIENHOLDER ADDRESS			

# CERTIFICATE OF TITLE

## STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER 1GNEK13Z04R225771		YEAR 2004	MAKE CHEV	MODEL TAHOE	BODY TYPE UT
TITLE NUMBER 761004387821	PREVIOUS TITLE NUMBER TGM17765	PREV. TITLE STATE MO	ISSUE DATE 03/25/2016	ODOMETER 0	UNLADEN WEIGHT 5050

MAILING ADDRESS

AYALA, ANGEL  
115 A D LN  
HOT SPRINGS NATIONAL PARK, AR 71913-8059

REMARKS

OD EXEMPT

OWNER

AYALA, ANGEL  
115 A D LN  
HOT SPRINGS NATIONAL PARK, AR 71913-8059

*Angel Ayala*

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)  
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

*Timothy J. Lathan*

COMMISSIONER OF REVENUE

08744068

SRO2604

5

VOID IF ALTERED

Title Assignment by Owner(s)	First Dealer Reassignment	Second Dealer Reassignment
<p><b>TITLE ASSIGNMENT BY OWNER AND</b> The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.</p> <p>Buyer(s) Printed Name <u>Chavez Jhonatan</u></p> <p>Buyer(s) Printed Address <u>4520 Orange St</u> <u>NLR AR 72118</u></p> <p>with warranty to be free of all encumbrances except as follows:</p> <p>LIEN IN FAVOR OF _____</p> <p>Address _____</p> <p>DESCRIPTION OF VEHICLE TRADED IN (IF ANY) VEHICLE IDENTIFICATION NUMBER _____</p> <p>YEAR _____ MAKE _____ MODEL _____</p> <p>Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.</p>	<p><b>TITLE ASSIGNMENT BY DEALER AND</b> The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.</p> <p>Buyer(s) Printed Name _____</p> <p>Buyer(s) Printed Address _____</p> <p>with warranty to be free of all encumbrances except as follows:</p> <p>LIEN IN FAVOR OF _____</p> <p>Address _____</p> <p>DESCRIPTION OF VEHICLE TRADED IN (IF ANY) VEHICLE IDENTIFICATION NUMBER _____</p> <p>YEAR _____ MAKE _____ MODEL _____</p>	<p><b>TITLE ASSIGNMENT BY DEALER AND</b> The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.</p> <p>Buyer(s) Printed Name _____</p> <p>Buyer(s) Printed Address _____</p> <p>with warranty to be free of all encumbrances except as follows:</p> <p>LIEN IN FAVOR OF _____</p> <p>Address _____</p> <p>DESCRIPTION OF VEHICLE TRADED IN (IF ANY) VEHICLE IDENTIFICATION NUMBER _____</p> <p>YEAR _____ MAKE _____ MODEL _____</p>
<p><b>ODOMETER DISCLOSURE</b> I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p>Odometer Reading (no tenths) <input type="text"/></p> <p><input type="checkbox"/> EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.</p> <p><input type="checkbox"/> WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.</p> <p><b>BILL OF SALE</b> Date of Sale <u>09-10-16</u></p> <p>Full Sales Price of this Vehicle \$ <u>0.00</u></p> <p>Less Trade In \$ _____</p> <p>Net Taxable Trade Difference \$ _____</p> <p>Seller(s) Printed Name <u>Angel Ayala</u></p> <p>Seller(s) Printed Address <u>115 ADLN Hot Springs AR</u></p> <p>Seller(s) Signature <u>Angel Ayala</u></p> <p>"I am aware of the above odometer certification made by the seller"</p> <p>Buyer's Printed Name <u>Jhonatan Chavez</u></p> <p>Buyer's Signature <u>X [Signature]</u></p>	<p><b>ODOMETER DISCLOSURE</b> I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p>Odometer Reading (no tenths) <input type="text"/></p> <p><input type="checkbox"/> EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.</p> <p><input type="checkbox"/> WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.</p> <p><b>BILL OF SALE</b> Date of Sale _____</p> <p>Full Sales Price of this Vehicle \$ _____</p> <p>Less Trade In \$ _____</p> <p>Net Taxable Trade Difference \$ _____</p> <p>Dealer's Printed Name _____</p> <p>Dealer's License Number _____</p> <p>Dealer's Signature _____</p> <p>"I am aware of the above odometer certification made by the dealer"</p> <p>Buyer's Printed Name _____</p> <p>Buyer's Signature _____</p>	<p><b>ODOMETER DISCLOSURE</b> I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p>Odometer Reading (no tenths) <input type="text"/></p> <p><input type="checkbox"/> EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.</p> <p><input type="checkbox"/> WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.</p> <p><b>BILL OF SALE</b> Date of Sale _____</p> <p>Full Sales Price of this Vehicle \$ _____</p> <p>Less Trade In \$ _____</p> <p>Net Taxable Trade Difference \$ _____</p> <p>Dealer's Printed Name _____</p> <p>Dealer's License Number _____</p> <p>Dealer's Signature _____</p> <p>"I am aware of the above odometer certification made by the dealer"</p> <p>Buyer's Printed Name _____</p> <p>Buyer's Signature _____</p>

# CERTIFICATE OF TITLE

## STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER <b>1GNEK13Z04R225771</b>		YEAR <b>2004</b>	MAKE <b>CHEV</b>	MODEL <b>TAHOE</b>	BODY TYPE <b>UT</b>
TITLE NUMBER <b>761004387821</b>	PREVIOUS TITLE NUMBER <b>TGM17765</b>	PREV. TITLE STATE <b>MO</b>	ISSUE DATE <b>03/25/2016</b>	ODOMETER <b>0</b>	UNLADEN WEIGHT <b>5050</b>

MAILING ADDRESS

REMARKS

OD EXEMPT

AYALA, ANGEL  
115 A D LN  
HOT SPRINGS NATIONAL PARK, AR 71913-8059

OWNER

AYALA, ANGEL  
115 A D LN  
HOT SPRINGS NATIONAL PARK, AR 71913-8059

*Angel Ayala*

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)  
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

*Timothy J. Lathan*

COMMISSIONER OF REVENUE

08744068

SRO2604

VOID IF ALTERED

**Claimant:**

Jhonathon Chavez  
4520 Orange Street  
North Little Rock, AR 72118

## Complaint

Please find that this claim has been composed for Mr. Jhonathon Chavez, a native Spanish speaker, by Richard Webber in an effort to more adequately explain the situation. Mr. Webber was present during the below described events and has assisted Mr. Chavez in this process to current. He is available at 501.551.9737 (mobile) or 501.246.0400 (Office) to answer questions as may be needed. This claim is intimately tied to existing **Claim 17-0390**.

Mr. Chavez (Claimant) came to receive a current title for a 2004 Chevrolet Tahoe VIN 1GNEK13Z04R225771 on or around October 4, 2016. This was the result of a barter with a Mr. Angel Ayala (Previous Title Holder), owner of the aforementioned 2004 Chevrolet Tahoe. Claimant and Mr. Ayala performed an exchange of vehicles and titles to suit their personal interests. Claimant followed current protocol to register vehicle with the State in order to properly transfer Title of said vehicle. Title was granted on October 4, 2016 by State of Arkansas as evidenced by attached documentation.

On or around October 27, 2016, the Tahoe was removed from Claimants place of employment in a registered repossession by Mr. Roman Roark of Springdale Auto Finance without consent or notification. Mr. Roark is claimant/representative in case 17-0390. Through review of security footage from the event, Mr. Roark was contacted by Little Rock Police Department. It is his position that he submitted paperwork evidencing a lien to the Department of Finance and Administration. It is his position that the lien was not properly entered, resulting in the ability of Mr. Ayala to transfer ownership to Claimant through a clear title.

During our attempts to secure the vehicle, which is currently stated to be secured in Springdale, AR in Mr. Roark's facilities, Springdale Police were called by Claimant to assist in obtaining the vehicle. Due to the nature of the situation, the Springdale City Attorney advised Springdale Police to allow the vehicle to remain secured until which time the matter could be resolved by the appropriate agency.

Wherefore, Claimant is hoping that you will find that he obtained the Vehicle and Title through good faith efforts by following all rules and regulations of the State in obtaining the Vehicle and therefore is deserving of the return of the Vehicle or compensation for the Vehicle.

As Claimant obtained the Vehicle through a barter and no monetary evaluation or exchange took place, Mr. Chavez does not dispute the March 17, 2016 valuation of the Vehicle by Springdale Auto Finance of \$8,046.44. It is however, most preferable by Claimant to have the vehicle returned to him and the existing Titles' validity confirmed.

See. 12/19/16  
Jhonathon Chavez  
Claimant



January 6, 2017

Arkansas Claims Commission

JAN 09 2017

RECEIVED

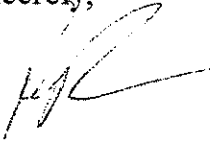
Arkansas State Claims Commission  
101 East Capitol, Suite 410  
Little Rock, AR 72201

RE: Claim No. 17-0390-CC  
Motion to Dismiss

The above referenced claim is attached for reference purposes.

We disagree with this motion to dismiss and respectfully request a hearing on this matter.

Sincerely,



Roman Roark  
President  
Springdale Auto Finance, Inc.

CC: Jeffery Weber, Attorney Specialist (ABN 92082)  
Office of Revenue Legal Counsel  
Arkansas Department of Finance and Administration

STATE CLAIMS COMMISSION DOCKET  
OPINION

Amount of Claim \$ 8,046.44

Claim No. 17-0390-CC

<u>Springdale Auto Finance</u> Claimant		<u>Springdale Auto Finance, pro se</u> Claimant	
vs.			
<u>Department of Finance and Administration</u>		<u>Jeffery Weber</u>	
<u>Motor Vehicle</u> Respondent		<u>Respondent</u>	
<u>State of Arkansas</u>			
<u>Date Filed</u> <u>November 30, 2016</u>		<u>Type of Claim</u> <u>Failure to Follow Procedure</u>	

FINDING OF FACTS

The Arkansas State Claims Commission (the "Claims Commission") hereby unanimously grants the Motion to Dismiss (the "Motion") filed by the Department of Finance and Administration-Motor Vehicle (the "Respondent") for the reasons contained in the Motion. As such, the claim of Springdale Auto Finance ("Springdale Auto Finance") is hereby denied and dismissed.

IT IS SO ORDERED.

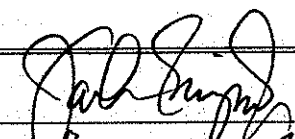
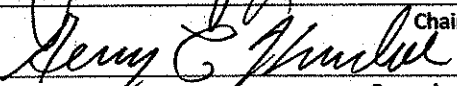
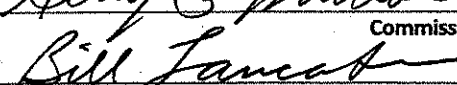
( See Back of Opinion Form )

CONCLUSION

The Claims Commission hereby unanimously GRANTS the Respondent's Motion and DENIES and DISMISSES Springdale Auto Finance's claim against the Respondent.

Date of Hearing February 16, 2017

Date of Disposition February 16, 2017

	Chairman
	Commissioner
	Commissioner



**HARRELSON**  
**LAW FIRM**  
A PROFESSIONAL ASSOCIATION

STEVE HARRELSON

LICENSED TO PRACTICE IN  
ARKANSAS, LOUISIANA & TEXAS

WEB: WWW.HARRELSONFIRM.COM

LITTLE ROCK OFFICE:  
CAPITAL COMMERCE CENTER  
200 RIVER MARKET AVE., STE. 600  
LITTLE ROCK, ARKANSAS  
72201-1777

TEL.: 501/476-3012  
FAX: 501/375-5914

TEXARKANA OFFICE:  
300 STATE LINE AVENUE  
POST OFFICE BOX 40 (75504)  
TEXARKANA, ARKANSAS  
71854-5926

TEL.: 870/772-0300  
FAX: 870/772-0302

AUTHOR'S E-MAIL:  
steve@harrelsonfirm.com

LEGAL ASSISTANT: ROBIN PARKER  
robin@harrelsonfirm.com

*Please Respond to Little Rock Office*

February 22, 2017

Arkansas  
State Claims Commission

FEB 23 '2017

***Notice of Appeal***

RECEIVED

Re: *Springdale Auto Finance v. Department of Finance & Administration*  
Arkansas State Claims Commission No.: 17-0390-CC

Arkansas State Claims Commission  
101 East Capitol Avenue, Ste. 410  
Little Rock, Arkansas 72201

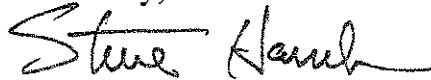
***Via Hand Delivery***

To whom it may concern:

I have been retained by Springdale Auto Finance, the appellant in the above-referenced matter. My client received an adverse opinion from the Arkansas State Claims Commission denying his claim on February 16, 2017.

Springdale Auto Finance desires to appeal this finding to the Claims Review Subcommittee of the Arkansas General Assembly. Please acknowledge receipt of this appeal and please notify me upon placement of this item on the agenda for that subcommittee. Thank you for your attention to this matter and please do not hesitate to contact me should you have any questions.

Cordially,



Steve Harrelson

SH/rep

cc: Jeffrey Weber, Esq. (Via E-Mail: Jeffrey.weber@dfa.arkansas.gov)  
Roman Roark (Via E-Mail)