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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF YAKIMA

THEODORE STRONG,

Plaintiff,

vs.

NUMERICA CREDIT UNION,

Defendant.

NUMERICA CREDIT UNION,

Counter-Plaintiff,

vs.

THEODORE STRONG, and UNKNOWN  
PLAINTIFFS asserting claims against NCU in  
this action,

Counter-Defendant(s).

No. 17-2-01406-39

DEFENDANT NUMERICA CREDIT  
UNION'S ANSWER TO FIRST  
AMENDED COMPLAINT FOR:

- (1) VIOLATIONS OF THE UNIFORM  
COMMERCIAL CODE
- (2) VIOLATIONS OF THE CONSUMER  
PROTECTION ACT

AND AFFIRMATIVE DEFENSES AND  
COUNTERCLAIM FOR MONEY DUE

Numerica Credit Union ("NCU"), by and through its attorneys of record, Witherspoon  
Kelley, answers Plaintiff's First Amended Complaint for Violations of the Uniform  
Commercial Code and Violations of the Consumer Protection Act ("Complaint") as follows:

**OPERATIVE FACTS**

1  
2           1.       Admit that Plaintiff purchased a 2016 Ford Fusion ("Vehicle") from Tom  
3 Denchel Ford Country in Prosser, Washington ("Seller"), and that Plaintiff and the Seller  
4 entered into a Retail Installment Sale Contract ("Contract"). Admit that NCU became the  
5 holder of the Contract. The remainder of the allegations contained in Paragraph 1 are denied  
6 for lack of knowledge.  
7

8           2.       Admit that Plaintiff defaulted on contract payments, and that NCU repossessed  
9 the Vehicle. Admit that NCU provided Plaintiff with a "Notice of Our Plan to Sell Property"—  
10 a document that speaks for itself. The remaining allegations contained in Paragraph 2  
11 constitute legal conclusions to which no answer is required. If an answer is required, NCU  
12 denies the same.  
13

14           3.       The allegations contained in Paragraph 3 constitute legal conclusions to which  
15 no answer is required. If an answer is required, NCU denies the same.  
16

17           4.       Admit that NCU sold the Vehicle, and that NCU provided Plaintiff with a  
18 "Notice of Deficiency." The Notice of Deficiency speaks for itself. The remaining allegations  
19 contained in Paragraph 4 constitute legal conclusions to which no answer is required. If an  
20 answer is required, NCU denies the same.  
21

22           5.       The allegations contained in Paragraph 5 constitute legal conclusions to which  
23 no answer is required. If an answer is required, NCU denies the same.  
24

25           6.       The allegations contained in Paragraph 6 constitute legal conclusions to which  
26 no answer is required. If an answer is required, NCU denies the same.  
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**CLASS ACTION ALLEGATIONS**

1  
2           7.     The allegations contained in Paragraph 7 constitute legal conclusions to which  
3 no answer is required. If an answer is required, NCU denies the same.

4           8.     The allegations contained in Paragraph 8 constitute legal conclusions to which  
5 no answer is required. If an answer is required, NCU denies the same.

6  
7           9.     The allegations contained in Paragraph 9 constitute legal conclusions to which  
8 no answer is required. If an answer is required, NCU denies the same.

9           10.    The allegations contained in Paragraph 10 constitute legal conclusions to which  
10 no answer is required. If an answer is required, NCU denies the same.

11           11.    The allegations contained in Paragraph 11 constitute legal conclusions to which  
12 no answer is required. If an answer is required, NCU denies the same.

13  
14           12.    The allegations contained in Paragraph 12 constitute legal conclusions to which  
15 no answer is required. If an answer is required, NCU denies the same.

16           13.    The allegations contained in Paragraph 13 constitute legal conclusions to which  
17 no answer is required. If an answer is required, NCU denies the same.

18  
19           14.    The allegations contained in Paragraph 14 constitute legal conclusions to which  
20 no answer is required. If an answer is required, NCU denies the same.

21           15.    The allegations contained in Paragraph 15 constitute legal conclusions to which  
22 no answer is required. If an answer is required, NCU denies the same.

23           16.    The allegations contained in Paragraph 16 constitute legal conclusions to which  
24 no answer is required. If an answer is required, NCU denies the same.  
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1 17. The allegations contained in Paragraph 17 constitute legal conclusions to which  
2 no answer is required. If an answer is required, NCU denies the same.

3 18. The allegations contained in Paragraph 18 constitute legal conclusions to which  
4 no answer is required. If an answer is required, NCU denies the same.

5 **JURISDICTION AND VENUE**

6  
7 19. The allegations contained in Paragraph 19 constitute legal conclusions to which  
8 no answer is required. If an answer is required, NCU denies the same.

9 20. The allegations contained in Paragraph 20 constitute legal conclusions to which  
10 no answer is required. If an answer is required, NCU denies the same.

11 **PARTIES**

12 21. Admit.

13  
14 22. Admit that NCU is a Washington corporation, with its headquarters in Spokane  
15 Valley, Washington. NCU denies the remaining allegations contained in Paragraph 22.

16 23. The allegations contained in Paragraph 23 appear to pertain to a different action.  
17 If an answer is required, NCU denies the same.

18 **FIRST CAUSE OF ACTION**

19 **(Against All Defendants for Violations of the Uniform Commercial Code)**

20  
21 24. NCU restates and incorporates by reference herein their responses to all  
22 paragraphs above.

23 25. The allegations contained in Paragraph 25 constitute legal conclusions to which  
24 no answer is required. If an answer is required, NCU denies the same.

25 26. The allegations contained in Paragraph 26 constitute legal conclusions to which  
26 no answer is required. If an answer is required, NCU denies the same.  
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1           27.    The allegations contained in Paragraph 27 constitute legal conclusions to which  
2 no answer is required. If an answer is required, NCU denies the same.

3           28.    The allegations contained in Paragraph 28 constitute legal conclusions to which  
4 no answer is required. If an answer is required, NCU denies the same.

5  
6                                   **SECOND CAUSE OF ACTION**  
7                                   **(Against All Defendants For Violations of the Consumer Protection Act,**  
8                                   **RCW § 19.86.910 et seq)**

9           29.    NCU restates and incorporates by reference herein its responses to all  
10 paragraphs above.

11           30.    The allegations contained in Paragraph 30 constitute legal conclusions to which  
12 no answer is required. If an answer is required, NCU denies the same.

13           31.    The allegations contained in Paragraph 31 constitute legal conclusions to which  
14 no answer is required. If an answer is required, NCU denies the same.

15           32.    The allegations contained in Paragraph 32 constitute legal conclusions to which  
16 no answer is required. If an answer is required, NCU denies the same.

17           33.    The allegations contained in Paragraph 33 constitute legal conclusions to which  
18 no answer is required. If an answer is required, NCU denies the same.

19           34.    The allegations contained in Paragraph 34 constitute legal conclusions to which  
20 no answer is required. If an answer is required, NCU denies the same.

21           35.    The allegations contained in Paragraph 35 constitute legal conclusions to which  
22 no answer is required. If an answer is required, NCU denies the same.  
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**PRAYER FOR RELIEF**

The allegations contained in this section are requests for relief to which no answer is required. If an answer is required, NCU denies the same.

**AFFIRMATIVE DEFENSES**

1. The Amended Complaint fails, in whole or in part, to state a claim upon which relief can be granted against NCU.

2. The Court lacks jurisdiction over the subject matter of some the claims of some putative class members, and/or venue is not proper in Yakima County, Washington.

3. As to some or all of Plaintiff's claims, Plaintiff and those alleged to be members of the putative class lack standing because they have no cognizable injury.

4. The claims of some or all members of the putative class are barred by the applicable statute of limitations or by the equitable doctrines of laches, waiver, or estoppel.

5. The claims of some or all members of the putative class are barred by fraud.

6. The damages alleged by Plaintiff and some or all members of the putative class are barred, or must be reduced, because they failed to take reasonable steps to mitigate them.

7. The claims of certain members of the putative class may be subject to binding arbitration clauses.

8. The claims of some or all members of the putative class are barred by accord and satisfaction.

9. The claims of Plaintiff and/or some or all members of the putative class are barred by consent.

10. The claims of some or all members of the putative class are barred by contract.

1 11. NCU is entitled to a setoff for any amounts that Plaintiff and/or members of the  
2 putative class owe NCU under contract/agreement and applicable law, *inter alia*, RCW  
3 62A.9A.626.

4 12. NCU's notices complied, or at a minimum, substantially complied, with all legal  
5 requirements.

6 13. The Amended Complaint fails to join a party required under CR 19.

7 NCU reserves the right to assert additional affirmative defenses as discovery  
8 progresses.  
9

10 **COUNTERCLAIM AGAINST PLAINTIFF THEODORE STRONG**

11 NCU hereby asserts the following counterclaim against Plaintiff and, in support thereof,  
12 respectfully alleges as follows:  
13

14 **I. PARTIES, JURISDICTION, AND VENUE**

15 1.1 Status of NCU. NCU is a duly organized Washington corporation headquartered  
16 in Liberty Lake, Washington.

17 1.2 Status of Plaintiff. Plaintiff has already made an appearance in this matter.  
18 Plaintiff is a person over the age of 18 years and is a resident of Yakima County, Washington.  
19

20 1.3 Jurisdiction and Venue. Jurisdiction and venue are proper.

21 1.4 Military Service. Upon information and belief, NCU alleges that Plaintiff is not  
22 enlisted in the Armed Force of the United States of America.  
23

24 **II. NCU'S CAUSE OF ACTION**  
25 **Complaint for Money Due**

26 2.1 NCU realleges and incorporates by reference NCU's Answer to the Plaintiff's  
27 Complaint, as well as paragraphs 1.1 through 1.4 above as if set forth fully herein.  
28



1           2.2     Retail Installment Sale Contract. On or about November 6, 2015, Plaintiff  
2 purchased a 2016 Ford Fusion ("Vehicle") from Tom Denchel Ford Country in Prosser,  
3 Washington ("Seller"). Plaintiff entered into a Retail Installment Sale Contract ("Contract")  
4 with the Seller and purchased the vehicle for \$30,203.74, not including taxes, fees and  
5 additional purchased products. Plaintiff financed \$27,474.24 of the total purchase price for the  
6 Vehicle, which, pursuant to the Contract, accrued interest at 7.99% per annum. Plaintiff's  
7 monthly payments were \$483.20 and set to begin on December 21, 2015. A true and correct  
8 copy of the Contract is attached hereto as **Attachment A** and by reference made a part hereof.  
9 On November 17, 2015, NCU became the holder of the Contract and took a security interest in  
10 the Vehicle.  
11

12           2.3     Default. Plaintiff is in default to NCU under the Contract for failure to pay the  
13 obligation in full. Notice of the Plaintiff's default was communicated to Plaintiff *via* letters  
14 dated August 19, 2016 and November 10, 2016, attached hereto as **Attachment B**.  
15

16           2.4     Repossession and Deficiency. Due to Plaintiff's default under the Contract,  
17 NCU repossessed the Vehicle and had it sold at auction. The total deficiency as of March 14,  
18 2017 is \$5,449.76. NCU hereby declares the entire amount owing to NCU under the Contract  
19 due and owing is \$5,449.76.  
20

21           2.5     The Contract calls for attorneys' fees and costs to be awarded to NCU in this  
22 matter.  
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1                                   **COUNTERCLAIM AGAINST UNKNOWN PLAINTIFFS ASSERTING CLAIMS**

2                                   **AGAINST NCU IN THIS MATTER**

3                    NCU hereby asserts the following counterclaim against any and all Unknown Plaintiffs  
4                    asserting claims against NCU in this matter and, in support thereof, respectfully alleges as  
5                    follows:

6                                   **I.       PARTIES, JURISDICTION, AND VENUE**

7  
8                    1.1   Status of NCU.   NCU is a duly organized Washington corporation  
9                    headquartered in Liberty Lake, Washington.

10                   1.2   Status of Unknown Plaintiffs. This counterclaim is asserted against unknown  
11                    parties or plaintiffs asserting, or who will assert, claims against NCU in this matter, subject to  
12                    the Court's ruling on certification. Based upon information and belief, these individuals are  
13                    understood to be over the age of 18 years.

14                   1.3   Jurisdiction and Venue. Subject to the affirmative defenses set forth above that  
15                    may be applicable to some or all Unknown Plaintiffs, jurisdiction and venue is appropriate  
16                    subject to the Court's ruling on certification.

17  
18                                   **II.     NCU'S CAUSE OF ACTION**  
19                                   **Complaint for Money Due**

20                   2.1   NCU realleges and incorporates by reference NCU's Answer to the Plaintiff's  
21                    Complaint, as well as paragraphs 1.1 through 1.3 above as if set forth fully herein.

22                   2.2   Retail Installment Sale Contract/Contracts. The Unknown Plaintiffs entered  
23                    into retail installment contracts or other agreements/contracts for the purchase of vehicles.  
24                    Under the terms of each agreement/contract, each class member was bound to pay the  
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1 obligation for the vehicle they purchased in full. NCU became the holder of each  
2 agreement/contract and took a security interest in each vehicle.

3 2.3 Default. The Unknown Plaintiffs are in default to NCU under the  
4 agreements/contracts for failure to pay the obligation in full.

5 2.4 Repossession and Deficiency. Due to the Unknown Plaintiffs' defaults under  
6 the agreements/contracts, NCU repossessed each vehicle and had it sold at auction. The sale of  
7 each vehicle was commercially reasonable. The total deficiency is calculated on a case-by-  
8 case basis. NCU declares the entire amount the Unknown Plaintiffs owe to NCU under the  
9 respective contracts/agreements (and applicable law, *inter alia*, RCW 62A.9A.626) due and  
10 owing.  
11

12 2.5 The contracts/agreements call for attorneys' fees and costs to be awarded to  
13 NCU in this matter.  
14

### 15 PRAYER FOR RELIEF

16 WHEREFORE, having answered the Amended Complaint and set forth its affirmative  
17 defenses and counter-claims thereto, NCU seeks relief as follows:  
18

- 19 1. Dismissal of the Amended Complaint with prejudice;
- 20 2. Monetary Judgment Against Mr. Strong. That NCU has judgment against the  
21 Plaintiff for the sum of \$5,449.76, together with interest thereon at the Contract or applicable  
22 statutory rate;
- 23 3. Monetary Judgment Against Unknown Plaintiffs. NCU requests judgment  
24 against the Unknown Plaintiffs for the sums due and owing to NCU, together with interest  
25 thereon at the applicable contractual rate or applicable statutory rate;  
26  
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1 4. Attorneys' Fees and Costs. NCU requests an award of all attorneys' fees and  
2 costs incurred in connection with the bringing of this action, and in defending against  
3 Plaintiff's Complaint, pursuant to the Contract. NCU requests an award of all attorneys' fees  
4 and costs incurred in connection with bringing and defending in any action against Unknown  
5 Plaintiffs; and,

6  
7 5. Such other and further relief as the Court deems just and equitable.

8 Respectfully submitted this 2nd day of March, 2018.

9 WITHERSPOON • KELLEY

10  
11 By: 

12 MICHAEL D. CURRIN, WSBA #14603  
13 TIMOTHY M. LAWLOR, WSBA #16352  
14 MATTHEW A. MENSIK, WSBA #44260  
15 422 W. Riverside Avenue, Suite 1100  
16 Spokane, WA 99201  
17 Telephone: (509) 624-5265  
18 Fax: (509) 458-2728  
19 Email: [mdc@witherspoonkelley.com](mailto:mdc@witherspoonkelley.com)  
20 E-mail: [tml@witherspoonkelley.com](mailto:tml@witherspoonkelley.com)  
21 E-mail: [mam@witherspoonkelley.com](mailto:mam@witherspoonkelley.com)  
22 *Attorneys for Numerica Credit Union*




CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, the undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the 2nd day of March, 2018, the foregoing was delivered to the following persons in the manner indicated:

Alexander B. Trueblood TRUEBLOOD LAW FIRM 1700 7 <sup>th</sup> Ave., Suite 2100 Seattle, WA 98101 <i>Attorney for Plaintiff</i>	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U.S. Mail Postage Prepaid <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile Transmission <input type="checkbox"/> Via Electronic Mail
Alexander B. Trueblood TRUEBLOOD LAW FIRM 10940 Wilshire Blvd., Ste. 1600 Los Angeles, CA 90024 <i>Attorney for Plaintiff</i>	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U.S. Mail Postage Prepaid <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile Transmission <input type="checkbox"/> Via Electronic Mail

WITHERSPOON · KELLEY

  
 \_\_\_\_\_  
 Mary Ferrera  
 Legal Assistant

# **ATTACHMENT A**

**RETAIL INSTALLMENT SALE CONTRACT**  
**RETAIL FINANCE CHANGE**

Contract Number: **05468** Contract Address: **05468**

Buyer Name and Address: Productivity County and 2nd Coast 19603000 1501 E. 10th St. P.O. Box 11 90935-4918	Contract Financing and Account: Productivity County and 2nd Coast N/A	Store-Customer Name and Address: <b>THE STRIKE, FORD COUNTY</b> 1001 W. 10th St. PO BOX 87 P.O. Box 87 90935-4918
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle hereon for cash or on credit. By signing this contract, you agree to pay the vehicle on credit under the agreement on the back and back of this contract. You agree to pay the Seller - Creditor (jointly, "we" or "us" in this contract) the Total-Installment Debt under the terms and conditions of this contract. You agree to pay the Seller - Creditor (jointly, "we" or "us" in this contract) the Total-Installment Debt under the terms and conditions of this contract. You agree to pay the Seller - Creditor (jointly, "we" or "us" in this contract) the Total-Installment Debt under the terms and conditions of this contract.

Model/Year: <b>N/A</b>	Make and Model: <b>FORD</b>	Color: <b>11</b>	Vehicle Identification Number: <b>1FADP91930R0281921</b>	Primary Lien For Vehicle Financed: <input type="checkbox"/> Lienholder's Name: _____
MSRP: <b>2816</b>				MSRP: <b>12/21/2018</b>

Item	Amount	Amount	Amount
7.00	1116.16	27171.84	141704.49
8.00	1116.16	27171.84	141704.49
9.00	1116.16	27171.84	141704.49
10.00	1116.16	27171.84	141704.49
11.00	1116.16	27171.84	141704.49
12.00	1116.16	27171.84	141704.49
13.00	1116.16	27171.84	141704.49
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15.00	1116.16	27171.84	141704.49
16.00	1116.16	27171.84	141704.49
17.00	1116.16	27171.84	141704.49
18.00	1116.16	27171.84	141704.49
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24.00	1116.16	27171.84	141704.49
25.00	1116.16	27171.84	141704.49
26.00	1116.16	27171.84	141704.49
27.00	1116.16	27171.84	141704.49
28.00	1116.16	27171.84	141704.49
29.00	1116.16	27171.84	141704.49
30.00	1116.16	27171.84	141704.49
31.00	1116.16	27171.84	141704.49
32.00	1116.16	27171.84	141704.49
33.00	1116.16	27171.84	141704.49
34.00	1116.16	27171.84	141704.49
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36.00	1116.16	27171.84	141704.49
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45.00	1116.16	27171.84	141704.49
46.00	1116.16	27171.84	141704.49
47.00	1116.16	27171.84	141704.49
48.00	1116.16	27171.84	141704.49
49.00	1116.16	27171.84	141704.49
50.00	1116.16	27171.84	141704.49

Let's discuss it separately if not covered in the contract. If you do not agree to the terms of this contract, you may cancel this contract at any time before it is signed. If you do not agree to the terms of this contract, you may cancel this contract at any time before it is signed. If you do not agree to the terms of this contract, you may cancel this contract at any time before it is signed.

**PROVISIONS OF FEDERAL RESERVE:**

1. Cash	N/A	1. 20000.00
2. Cash	N/A	2. 10000.00
3. Cash	N/A	3. 10000.00
4. Cash	N/A	4. 10000.00
5. Cash	N/A	5. 10000.00
6. Cash	N/A	6. 10000.00
7. Cash	N/A	7. 10000.00
8. Cash	N/A	8. 10000.00
9. Cash	N/A	9. 10000.00
10. Cash	N/A	10. 10000.00
11. Cash	N/A	11. 10000.00
12. Cash	N/A	12. 10000.00
13. Cash	N/A	13. 10000.00
14. Cash	N/A	14. 10000.00
15. Cash	N/A	15. 10000.00
16. Cash	N/A	16. 10000.00
17. Cash	N/A	17. 10000.00
18. Cash	N/A	18. 10000.00
19. Cash	N/A	19. 10000.00
20. Cash	N/A	20. 10000.00
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26. Cash	N/A	26. 10000.00
27. Cash	N/A	27. 10000.00
28. Cash	N/A	28. 10000.00
29. Cash	N/A	29. 10000.00
30. Cash	N/A	30. 10000.00
31. Cash	N/A	31. 10000.00
32. Cash	N/A	32. 10000.00
33. Cash	N/A	33. 10000.00
34. Cash	N/A	34. 10000.00
35. Cash	N/A	35. 10000.00
36. Cash	N/A	36. 10000.00
37. Cash	N/A	37. 10000.00
38. Cash	N/A	38. 10000.00
39. Cash	N/A	39. 10000.00
40. Cash	N/A	40. 10000.00
41. Cash	N/A	41. 10000.00
42. Cash	N/A	42. 10000.00
43. Cash	N/A	43. 10000.00
44. Cash	N/A	44. 10000.00
45. Cash	N/A	45. 10000.00
46. Cash	N/A	46. 10000.00
47. Cash	N/A	47. 10000.00
48. Cash	N/A	48. 10000.00
49. Cash	N/A	49. 10000.00
50. Cash	N/A	50. 10000.00

Insurance: You are not required to purchase insurance, but you are encouraged to do so. You may purchase insurance from the Seller - Creditor or from an independent insurance company. You are responsible for the cost of the insurance. You are responsible for the cost of the insurance. You are responsible for the cost of the insurance.

Other Optional Insurance:  Life Insurance  Health Insurance  Disability Insurance  Unemployment Insurance  Long Term Care Insurance  Other: \_\_\_\_\_

**NO COOLING OFF PERIOD**  
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it for any reason or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to those jurisdictions.

**THE SELLER'S RESPONSIBILITY FOR THE VEHICLE'S CONDITION:**  
 The Seller warrants that the vehicle is in good condition at the time of sale. The Seller warrants that the vehicle is in good condition at the time of sale. The Seller warrants that the vehicle is in good condition at the time of sale.

**BUYER'S SIGNATURE:** \_\_\_\_\_  
**SELLER'S SIGNATURE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

ORIGINAL LENDER/OWNER

**OTHER IMPORTANT AGREEMENTS**

**1. FINANCE CHARGE AND PAYMENTS**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sales Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sales Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller first payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the first scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Right to Retainance a Balloon Payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, the periods payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount at when we ask for it.
- c. Security Interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any amounts of premiums or charges from the contracts.

This secured payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the IRS shows our security interest first in the vehicle. You will show any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (AND WE ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**
  - e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

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

**4. WARRANTIES SELLER DISCLAIMS**

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use. Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

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

**6. SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/robotic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**7. APPLICABLE LAW**

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

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

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

# **ATTACHMENT B**



08/19/2016

THEODORE STRONG  
PO BOX 218  
MABTON, WA 98935

Account Number: 819842-70

Dear THEODORE STRONG:

Your loan with Numerica Credit Union is in default. This is your final notice to bring the above account current or to contact us to make acceptable payment arrangements. The amount required to pay current is **\$1096.00**.

If we do not receive full payment before the close of business by **08/29/2016** it is our intention to proceed with all legal remedies available to Numerica for collection of the amounts that remain due.

While we regret having to proceed in this manner, your failure to honor the terms of your loan makes it necessary. It is in the credit union's best interest to take every step necessary to avoid taking a loss on your account.

Your immediate attention to this matter is required at this time. Please contact me at 509-343-7870, or toll free at 1 (800) 433-1837, ext. 7870.

Sincerely,

Ashlee  
509-343-7870  
Accounts Control Department

You can now go to [www.numericapayments.com](http://www.numericapayments.com) to make payments online using your debit card.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

**Federal law requires us to provide the following information:**  
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

11/10/2016

THEODORE STRONG  
PO BOX 218  
MABTON, WA 98935

Account Number: 819842-70

Dear THEODORE STRONG:

Your loan with Numerica Credit Union is in default. This is your final notice to bring the above account current or to contact us to make acceptable payment arrangements. The amount required to pay current is **\$966.00**.

If we do not receive full payment before the close of business by **11/20/2016** it is our intention to proceed with all legal remedies available to Numerica for collection of the amounts that remain due.

While we regret having to proceed in this manner, your failure to honor the terms of your loan makes it necessary. It is in the credit union's best interest to take every step necessary to avoid taking a loss on your account.

Your immediate attention to this matter is required at this time. Please contact me at 509-343-7878, or toll free at 1 (800) 433-1837, ext. 7878.

Sincerely,

Tawny  
NMLS# 1079791  
Accounts Control Department

You can now go to [www.numericapayments.com](http://www.numericapayments.com) to make payments online using your debit card.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

Federal law requires us to provide the following information:  
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.