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SANTANDER CONSUMER USA, INC. dba CHRYSLER CAPITAL

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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re	Case No. 24-10545 (HLB)
LEFEVER MATTSON	(Substantively Consolidated)
Consolidated Debtor.	CHAPTER 11
	OPPOSITION OF PRE-PETITION CREDITOR SANTANDER CONSUMER USA, INC. DBA CHRYSLER CAPITAL TO THIRD OMNIBUS OBJECTION TO CLAIMS (SATISFIED CLAIMS) [DKT. NO. 4328]
	Hearing Date and Time: Date: July 2, 2026 Time: 10:00 am Courtroom: 19

COMES NOW, pre-petition creditor SANTANDER CONSUMER USA, INC. dba CHRYSLER CAPITAL ("SANTANDER") who opposes Consolidated Debtor LEFEVER MATTSON's ("Debtor") Third Omnibus Objection to Claims (Satisfied Claims) (the "Claim Objection") on the grounds that (1) the indebtedness subject of SANTANDER's claim was not satisfied in full before or during the Debtor's case and (b) Santander filed an amended proof of claim

with respect to its unsecured deficiency after disposition of its collateral and Debtor has not objected to that amended proof of claim. In its Claim Objection, Debtor identifies SANTANDER's claim as claim number LM48 filed on October 9, 2024. Santander's original proof of claim was filed on October 9, 2024 in the Lefever Mattson case, but as claim number 5. SANTANDER filed an amended proof of claim number 5 on March 18, 2026. No objection to SANTANDER's amended proof of claim has been interposed.

I.

FACTS

On July 20, 2022, Debtor entered into a Retail Installment Sale Contract (the "Contract") with SANTANDER's assignee for the purchase of a 2022 RAM 1500, VIN: 1C6SRFPT5NN371058 (the "Vehicle"). After this case was filed, SANTANDER filed a timely filed proof of claim on October 9, 2024 in the Lefever Mattson case. That proof of claim was designated as claim number 5. The total claim amount was $63,178.75. $53,650.00 of that amount was designated as secured and $9,528.75 was designated as unsecured. A true and correct copy of SANTANDER's proof of claim number 5 filed on October 9, 2024 is attached as Exhibit "A" to the declaration of Gavin Douglas in support of this Opposition and is incorporated herein by this reference.

The account associated with the Contract went into default and SANTANDER filed a motion to lift the automatic stay on January 28, 2025. That motion was granted by order entered on February 24, 2025. The Vehicle was subsequently recovered and liquidated by SANTANDER. After application of liquidation proceeds, net of costs of sale, in the amount of $30,533.00, SANTANDER incurred a liquidated unsecured deficiency in the amount of $32,645.75. SANTANDER amended its proof of claim number 5 on March 18, 2026 to assert an unsecured deficiency claim in the amount of $32,645.75. A true and correct copy of SANTANDER's amended proof of claim number 5 filed on March 18, 2026 is attached as Exhibit "B" to the declaration of Gavin Douglas in support of this Opposition and is incorporated herein by this reference.

///

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II.

ARGUMENT

Debtor has objected to SANTANDER's originally filed proof of claim filed on October 9, 2024. It has not objected to SANTANDER's amended proof of claim filed on March 18, 2026. The filing of SANTANDER's amended proof of claim likely moots any objection to the originally filed proof of claim as that proof of claim has been superseded by the amended proof of claim.

Further, Debtor's objection is premised on the presumption that SANTANDER's claim has been satisfied in full before or during the Debtor's bankruptcy case. While it is true that SANTANDER foreclosed its lien on its collateral post-petition, the net proceeds from liquidation of the collateral were insufficient to retire SANTANDER's indebtedness in full and SANTANDER incurred an unsecured deficiency. That deficiency is the subject of SANTANDER's unsecured amended proof of claim.

III.

CONCLUSION

For the reasons discussed above, Debtor's objection to Santander's proof of claim filed on October 9, 2024 and amended on March 18, 2026 should be overruled.

DATED: June 17, 2026

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

By:_____
RANDALL P. MROCZYNSKI
Attorneys for SANTANDER CONSUMER USA, INC. dba CHRYSLER CAPITAL

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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re LEFEVER MATTSON Consolidated Debtor.	Case No. 24-10545 (HLB) (Substantively Consolidated) CHAPTER 11 **DECLARATION OF GAVIN DOUGLAS IN SUPPORT OF OPPOSITION OF PRE-PETITION CREDITOR SANTANDER CONSUMER USA, INC. DBA CHRYSLER CAPITAL TO THIRD OMNIBUS OBJECTION TO CLAIMS (SATISFIED CLAIMS) [DKT. NO. 4328]** Hearing Date and Time: Date: July 2, 2026 Time: 10:00 am Courtroom: 19

I, Gavin Douglas, declare as follows:

1. I am a Bankruptcy Specialist for SANTANDER CONSUMER USA INC. DBA CHRYSLER CAPITAL ("SANTANDER"), and I am authorized to make the following declaration.

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2. I am one of the custodians of the books, records and files of SANTANDER as to those books, records, and files that pertain to loans, leases and extensions of credit given to Debtor concerning the Vehicle. I have worked on SANTANDER's books, records and files, and as to the following facts, I know them to be true, or I have gained knowledge of them from the business records of SANTANDER which were made at or about the time of the events recorded, and which are maintained in the ordinary course of business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business by a person who had knowledge of the event being recorded and had or has a business duty to accurately record such. I am responsible for handling collection activity in connection with Debtor's account, and I have reviewed SANTANDER's books and records in connection with this matter. I have knowledge of the facts contained herein and, if called upon to testify, I could and would competently testify thereto.

3. On July 20, 2022, Debtor entered into a Retail Installment Sale Contract (the "Contract") with SANTANDER's assignee for the purchase of a 2022 RAM 1500, VIN: 1C6SRFPT5NN371058 (the "Vehicle"). After this case was filed, SANTANDER filed a timely filed proof of claim on October 9, 2024 in the Lefever Mattson case. That proof of claim was designated as claim number 5. The total claim amount was $63,178.75. $53,650.00 of that amount was designated as secured and $9,528.75 was designated as unsecured. A true and correct copy of SANTANDER's proof of claim number 5 filed on October 9, 2024 is attached hereto as Exhibit "A".

4. The account associated with the Contract went into default and SANTANDER filed a motion to lift the automatic stay on January 28, 2025. That motion was granted by order entered on February 24, 2025. The Vehicle was subsequently recovered and liquidated by SANTANDER. After application of liquidation proceeds, net of costs of sale, in the amount of $30,533.00, SANTANDER incurred a liquidated unsecured deficiency in the amount of $32,645.75. SANTANDER amended its proof of claim number 5 on March 18, 2026 to assert an unsecured deficiency claim in the amount of

$32,645.75. A true and correct copy of SANTANDER's amended proof of claim number 5 filed on March 18, 2026 is attached hereto as Exhibit "B".

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 17, 2026 at Dallas, TX.



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Costa Mesa, California 92626-1977

Exhibit “A”

Fill in this information to identify the case:

Debtor 1 LEFEVER LEFEVER MATTSON

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN District of CALIFORNIA (State)

Case number 24-10545

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Santander Consumer USA Inc. d/b/a Chrysler Capital
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Santander Consumer USA Inc. d/b/a Chrysler Capital Name	Santander Consumer USA Inc. d/b/a Chrysler Capital Name
1601 Elm St., Ste 800 Number Street	P.O. Box 961278 Number Street
Dallas, TX 75201-7260 City State Zip Code	Fort Worth, TX 76161-0278 City State Zip Code
Contact phone 855-563-5635	Contact phone 855-563-5635
Contact email BK_POCTeam@chryslercapital.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

- ☐ No
- ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4861

7. How much is the claim? $63,178.75

Does this amount include interest or other charges?

- ☐ No
- ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Money Loaned

9. Is all or part of the claim secured?

- ☐ No
- ☑ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
- ☑ Motor vehicle
- ☐ Other. Describe: 2022 RAM 1500 CREW CA

Basis for perfection: Certificate Of Title

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $53,650.00

Amount of the claim that is secured: $53,650.00

Amount of the claim that is unsecured: $9,528.75 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $6,765.70

Annual Interest Rate (when case was filed) 2.90%

- ☑ Fixed
- ☐ Variable

10. Is this claim based on a lease?

- ☑ No
- ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ _____

11. Is this claim subject to a right of setoff?

- ☑ No
- ☐ Yes. Identify the property: $

Exhibit "A" Page 2 of 8

Case 24-10545 Doc 43 Claim 3-1 Filed 10/09/24 Desc Main Document Page 2 of 20

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $ _____

☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $ _____

☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 10/09/2024
MM / DD / YYYY

/s/ Julie AB Smigliani
Signature

Print the name of the person who is completing and signing this claim:

Name: Julie AB Smigliani
First name Middle name Last name

Title: Bankruptcy Representative

Company: Santander Consumer USA Inc. d/b/a Chrysler Capital
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: _____
Number Street

_____
City State Zip Code

Contact phone _____ Email _____

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Exhibit "A"
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CHRYSLER CAPITAL.

Case Number: 24-10545
Filer(s) Name: LEFEVER LEFEVER MATTSON

Account No: 4861
Original Claim #:

Payoff Itemization

Filing Date: 9/12/2024

Total Principal:	$62,160.06
Total Interest:	$758.49
Total Extension Fees:	$0.00
Total Late Fees:	$260.20
Total NSF Fees:	$0.00
Total Legal Fees:	$0.00
Total Repo Fees:	$0.00
Payoff	$63,178.75

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RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
LEFEVER MATTSON 301 BUCK AVE VACAVILLE CA 95688 SOLANO COUNTY	N/A	HANLEES CHRYSLER DODGE JEEP RA 473 SOSCOL AVE NAPA, CA 94559

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2022	RAM 1500	19	1C6SRFFT5NN371058	Personal, family or household unless otherwise indicated below. ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
2.90 %	$ 7893.92 (c)	$ 85785.28 (c)	$ 93679.20 (e)	$ 93679.20 (c) (e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
71	1301.10	Monthly beginning 09/03/2022
N/A	N/A	N/A
One final payment	1301.10	08/03/2028

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a refund finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information. See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charge, and security interest.

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

1. **Total Cash Price**		
A. Cash Price of Motor Vehicle and Accessories	$ 78260.00	(A)
1. Cash Price Vehicle	$ 78260.00	
2. Cash Price Accessories	$ N/A	
3. Other (Nontaxable) Describe N/A	$ N/A	
Describe N/A	$ N/A	
B. Document Processing Charge (not a governmental fee)	$ 85.00	(B)
C. Emissions Testing Charge (not a governmental fee)	$ N/A	(C)
D. (Optional) Theft Deterrent Device(s) N/A		
1. (paid to) N/A	$ N/A	(D1)
2. (paid to) N/A	$ N/A	(D2)
It. (paid to) N/A	$ N/A	(D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to) N/A	$ N/A	(E1)
2. (paid to) N/A	$ N/A	(E2)
F. EV Charging Station (paid to) N/A	$ N/A	(F)
G. Sales Tax (on taxable items in A through F)	$ 6365.53	(G)
H. Electronic Vehicle Registration or Transfer Charge (mail is governmental fee) (paid to) VITU	$ 31.00	(H)
I. (Optional) Service Contract(s) N/A		
1. (paid to) N/A	$ N/A	(I1)
2. (paid to) N/A	$ N/A	(I2)
3. (paid to) N/A	$ N/A	(I3)
4. (paid to) N/A	$ N/A	(I4)
5. (paid to) N/A	$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 N/A Vehicle 2 N/A (see downpayment and trade-in calculation)	$ N/A	(J)
K. (Optional) Debt Cancellation Agreement N/A	$ N/A	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement N/A	$ N/A	(L)
M. Other (paid to) N/A For N/A	$ N/A	(M)
N. Other (paid to) N/A For	$ 84741.53	(N)
Total Cash Price (A through N)	$	(1)
2. **Amounts Paid to Public Officials**		
A. Vehicle License Fees ESTIMATE	$ 509.00	(A)
B. Registration/Transfer/Titling Fees	$ 505.00	(B)
C. California Tire Fee ONLINE ABATEMENT	$ 8.75	(C)
D. Other	$ 20.00	(D)
Total Official Fees (A through D)	$ 1043.75	(2)
3. **Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance)	$ N/A	(3)
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee	$ N/A	(4)
5. **Subtotal** (1 through 4)	$ 85785.28	(5)
6. **Total Downpayment**	N/A	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)) N/A Vehicle 1 $ N/A Vehicle 2 $	$ N/A	(A)
B. Total Less Prior Credit or Lease Balance (e) N/A Vehicle 1 $ N/A Vehicle 2 $	$ N/A	(B)
C. Total Net Trade-In (A–B) (subtract, if negative number) N/A Vehicle 1 $ N/A Vehicle 2 $	$ N/A	(C)
D. Deferred Downpayment Payable to Seller	$ N/A	(D)
E. Manufacturer's Rebate N/A	$ N/A	(E)
F. Other	$ N/A	(F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	$ 0.00	(G)
Total Downpayment (C through G) (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 7 above)	$	(6)
7. **Amount Financed** (5 less 6)	$ 85785.28	(7)

STATEMENT OF INSURANCE

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

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp. Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A

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

You may buy the physical damage insurance this contract requires (see below) from anyone you choose that is acceptable to us. You are not required to buy insurance from anyone we approve.

Buyer X LEFEVER MATTSON DUE
Co-Buyer X N/A
Seller X HANLEES CHRYSLER DODGE JEE

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos N/A
Debt Cancellation Agreement
I want to buy a debt cancellation agreement.
Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S). You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A
Term N/A Mos. or N/A Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A
Total Agreed Value of Property Being Traded-In (1c+2c)	$ N/A
Total Prior Credit or Lease Balance (1d–2d)	$ N/A
Total Net Trade-In (1e+2e)	$ N/A

(*See item 6A–6C in the Itemization of Amount Financed)

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

Agreement to Arbitrate. By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral arbitration and not by a court action. See the Arbitration Provision for additional information concerning this agreement.
Buyer Signs X
Co-Buyer Signs X

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X N/A Co-Buyer Signature X

AUTO BROKER FEE DISCLOSURE

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

☐ **Name of autobroker receiving fee, if applicable:** N/A

NOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. Oral agreements are not binding.

Buyer Signs X LEFEVER MATTSON Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financing source will not apply.

Buyer X LEFEVER MATTSON BY: Co-Buyer X N/A

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

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER BELOW SIGNIFY ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X LEFEVER MATTSON x N/A

NO OTHER AGREEMENTS EXIST

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

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

Buyer Signature X LEFEVER MATTSON BY: Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

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

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X LEFEVER MATTSON BY: 07/20/22 Date
Co-Buyer Signature X N/A Date N/A
Co-Buyers and Other Owners: A Co-Buyer is a person who is responsible for paying the entire debt. An Other Owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other Owner Signature X N/A Address N/A

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

Guarantor Signs X Date
Address
Guarantor Signs X Date
Address

Seller Signs HANLEES CHRYSLER DODGE JEEP RA By X 07/20/22 Title MGR.

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. Seller - Creditor may receive part of the Finance Charge.
   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 Sale 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 Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final 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 final 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. 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. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

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.

   GAP LIABILITY NOTICE
   In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

   b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, 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 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 refunds of premiums or charges from the contracts.

   This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow 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. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. 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. 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 promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
   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;
   - The vehicle is lost, damaged or destroyed; 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.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.
   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 we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem 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 the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, 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**
   If you do not get a written warranty, and the Seller does not enter 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.
   This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

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

6. **SERVICING AND COLLECTION CONTACTS**
   You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial 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. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment.**

7. **APPLICABLE LAW**
   Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **WARRANTIES OF BUYER**
   You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.
If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel
a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 _____ or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.
Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.
You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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.

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.

Buyer	Buyer
Hankes COJK	Owner

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Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827

Chrysler Capital

Lien and Title Information

Lienholder

Lienholder	CHRYSLER CAPITAL
Lienholder Address	PO BX 961272 FORT WORTH, TX 76161
Lien Release Date	

Vehicle and Titling Information

VIN	1C6SRFPT5NN371058	**Issuance Date**	8/10/2022
Title Number		**Received Date**	8/12/2022
Title State	CA	**ELT/Paper**	ELECTRONIC
Year	2022	**Odometer Reading**	19 07/20/2022
Make	RAM	**Branding**	
Model			
Owner 1	LEFEVER MATTSON		
Owner 2			
Owner Address	PO BX 5490 VACAVILLE, CA 95696		

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SANTANDER CONSUMER USA INC.
SECRETARY'S CERTIFICATE

I, Eldridge A. Burns, Jr., Secretary of SANTANDER CONSUMER USA INC. (the "Corporation"), a private corporation duly organized and existing under the laws of the State of Illinois, do hereby certify that on February 6, 2013, Chrysler Group LLC granted to the corporation a non-transferable, royalty-free license to use the "*Chrysler Capital*", "*Chrysler*", "*Dodge*", "*Jeep*", "*RAM*", *"Chrysler Capital"* and "*Mopar*" word trademarks, and their corresponding brand logos.

IN WITNESS WHEREOF, I have hereunto signed my name effective as of the 11th day of February 2013.

Eldridge A. Burns, Jr.
Chief Legal Officer and Secretary

Exhibit "A"
Page 8 of 8

Exhibit “B”

Fill in this information to identify the case:

Debtor 1 LEFEVER LEFEVER MATTSON

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the NORTHERN District of CALIFORNIA

Case number 24-10545

Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Santander Consumer USA Inc. d/b/a Chrysler Capital
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Santander Consumer USA Inc. d/b/a Chrysler Capital
Name

1601 Elm St., Ste 800
Number Street

Dallas, TX 75201-7260
City State Zip Code

Contact phone 855-563-5635

Contact email BK_POCTeam@chryslercapital.com

Where should payments to the creditor be sent? (if different)

Santander Consumer USA Inc. d/b/a Chrysler Capital
Name

P.O. Box 961278
Number Street

Fort Worth, TX 76161-0278
City State Zip Code

Contact phone 855-563-5635

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☐ No
☑ Yes. Claim number on court claims registry (if known) 5 Filed on 10/09/2024
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

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Exhibit "B"
Page 1 of 7

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No

☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4861

7. How much is the claim? $32,645.75

Does this amount include interest or other charges?

☐ No

☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured?

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*

☐ Motor vehicle

☑ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:	$0.00	
Amount of the claim that is secured:	$0.00	
Amount of the claim that is unsecured:	$32,645.75	(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $0.00

Annual Interest Rate (when case was filed) 0.00%

☑ Fixed

☐ Variable

10. Is this claim based on a lease?

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ _____

11. Is this claim subject to a right of setoff?

☑ No

☐ Yes. Identify the property: $ _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $ _____

☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $ _____

☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

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

Executed on date 03/18/2026
MM / DD / YYYY

/s/ Julie AB Smigliani
Signature

Print the name of the person who is completing and signing this claim:

Name: Julie AB Smigliani
First name Middle name Last name

Title: Sr Bankruptcy Representative

Company: Santander Consumer USA Inc. d/b/a Chrysler Capital
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: _____
Number Street

_____
City State Zip Code

Contact phone _____ Email _____

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Case 24-40545 Claim 3582 Filed 03/18/26 Entered 03/18/26 09:15:32 Page 3 of 20

Case Number: 24-10545
Filer(s) Number: LEFEVER LEFEVER MATTSON

Account No: 4861
Original Claim #: 5

Deficiency Report

Sale Date: 3/10/2026

Original Proof of Claim Amount: $63,178.75
Less Reduction in Secured Claim from Postpetition Payment: $0.00
Less Gross Sale Price: $32,250.00

Plus Cost of Sale

Repo Fees: $1,160.00
Late Fees: $0.00
Atty Fees: $0.00
Auction Fees: $557.00
Misc: $0.00

Less Insurance Proceeds/Payments - Total Loss Date

Customer Payments: $0.00
Physical Damage Payment: $0.00
Misc Payments: $0.00

Total Amended U/S POC Amount: $32,645.75

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
LEFEVER MATTSON 301 BUCK AVE VACAVILLE CA 95688 SOLANO COUNTY	N/A	HANLEES CHRYSLER DODGE JEEP RA 473 SOSCOL AVE NAPA, CA 94559

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2022	RAM 1500	19	1C6SRFFT5NN371058	Personal, family or household unless otherwise indicated below. ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
2.90 % (c)	$ 7893.92 (c)	$85785.28 (c)	$93679.20 (e)	$ 93679.20 (c) (e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
71	1301.10	Monthly beginning 09/03/2022
N/A	N/A	N/A
One final payment	1301.10	08/03/2028

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. **Prepayment.** If you pay early, you may be charged a minimum finance charge. **Security Interest.** You are giving a security interest in the vehicle being purchased. **Additional Information.** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charge, and security interest.

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

1. **Total Cash Price**		
A. Cash Price of Motor Vehicle and Accessories	$ 78260.00	(A)
1. Cash Price Vehicle	$ 78260.00	
2. Cash Price Accessories	$ N/A	
3. Other (Nonfarable) Describe N/A	$ N/A	
Describe N/A	$ N/A	
B. Document Processing Charge (not a governmental fee)	$ 85.00	(B)
C. Emissions Testing Charge (not a governmental fee)	$ N/A	(C)
D. (Optional) Theft Deterrent Device(s)		
1. (paid to) N/A	$ N/A	(D1)
2. (paid to) N/A	$ N/A	(D2)
3. (paid to) N/A	$ N/A	(D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to) N/A	$ N/A	(E1)
2. (paid to) N/A	$ N/A	(E2)
F. EV Charging Station (paid to) N/A	$ N/A	(F)
G. Sales Tax (on taxable items in A through F)	$ 6365.53	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) VITU	$ 31.00	(H)
I. (Optional) Service Contract(s)		
1. (paid to) N/A	$ N/A	(I1)
2. (paid to) N/A	$ N/A	(I2)
3. (paid to) N/A	$ N/A	(I3)
4. (paid to) N/A	$ N/A	(I4)
5. (paid to) N/A	$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 N/A Vehicle 2 N/A (see downpayment and trade-in calculation)	$ N/A	(J)
K. (Optional) Debt Cancellation Agreement	$ N/A	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	$ N/A	(L)
M. Other (paid to) N/A For N/A	$ N/A	(M)
N. Other (paid to) N/A For N/A	$ 84741.53	(N)
Total Cash Price (A through N)	$	(1)
2. **Amounts Paid to Public Officials**		
A. Vehicle License Fees ESTIMATE	$ 509.00	(A)
B. Registration/Transfer/Titling Fees	$ 506.00	(B)
C. California Tire Fee ABATEMENT	$ 8.75	(C)
D. Other	$ 20.00	(D)
Total Official Fees (A through D)	$ 1043.75	(2)
3. **Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance)	$ N/A	(3)
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee	$ N/A	(4)
5. **Subtotal** (1 through 4)	$ 85785.28	(5)
6. **Total Downpayment**	N/A	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)) N/A Vehicle 1 $ N/A Vehicle 2 $	$	(A)
B. Total Less Prior Credit or Lease Balance (e) N/A Vehicle 1 $ N/A Vehicle 2 $	$ N/A	(B)
C. Total Net Trade-In (A–B) (enter zero if negative number) N/A Vehicle 1 $ N/A Vehicle 2 $	$ N/A	(C)
D. Deferred Downpayment Payable to Seller	$ N/A	(D)
E. Manufacturer's Rebate	$ N/A	(E)
F. Other	$ N/A	(F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	$ 0.00	(G)
Total Downpayment (C through G) (if negative, enter zero on line 6 and enter the amount less than zero as a positive number on line J above)	$	(6)
7. **Amount Financed** (5 less 6)	$ 85785.28	(7)

STATEMENT OF INSURANCE

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

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp. Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A

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

You may buy the physical damage insurance this contract requires (see back for more information) from anyone acceptable to us. You are not required to buy insurance from anyone we disapprove.

Buyer X LEFEVER MATTSON DBE

Co-Buyer X N/A

Seller X HANLEES CHRYSLER DODGE JEE

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos N/A

Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S). You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A
Term N/A Mos. or N/A Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A
Total Agreed Value of Property Being Traded-In (1c+2c)	$ N/A
Total Prior Credit or Lease Balance (1d–2d)	$ N/A
Total Net Trade-In (1e+2e) (*See item 6A–6C in the Itemization of Amount Financed)	$ N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A N/A, Year N/A

SELLER'S INITIALS _____

Agreement to Arbitrate. By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral arbitration and not by a court action. See the Arbitration Provision for additional information concerning this agreement.

Buyer Signs X N/A

Co-Buyer Signs X

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee, if the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X N/A Co-Buyer Signature X

AUTO BROKER FEE DISCLOSURE

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

☐ **Name of autobroker receiving fee, if applicable:** N/A

NOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both of us must sign the writing. Oral agreements are not binding.

Buyer Signs X LEFEVER MATTSON Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to Assignee LEFEVER MATTSON BY:

Buyer X Co-Buyer X N/A

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

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SIGNS TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X LEFEVER MATTSON X N/A

NO OTHER AGREEMENTS EXIST

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

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

Buyer Signature X LEFEVER MATTSON BY: Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

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

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X LEFEVER MATTSON BY: 07/20/22 Co-Buyer Signature X N/A Date N/A

Co-Buyer and Other Owner: A Co-Buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

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

Guarantor Signs X Date Guarantor Signs X Date

Guarantor Address Address

Seller Signs HANLEES CHRYSLER DODGE JEEP RA Date 07/20/22 By X Title MGR.

ORIGINAL LIENHOLDER

Exhibit "B"
Page 5 of 7

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. Seller - Creditor may receive part of the Finance Charge.
   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 Sale 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 Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final 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 final 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. 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. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

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.

   GAP LIABILITY NOTICE
   In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

   b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, 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 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 refunds of premiums or charges from the contracts.

      This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow 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. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. 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. 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 promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
      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;
      - The vehicle is lost, damaged or destroyed; 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.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.
   d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peaceably, 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 we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem 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 the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, 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**
   If you do not get a written warranty, and the Seller does not enter 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.
   This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

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

6. **SERVICING AND COLLECTION CONTACTS**
   You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial 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. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment.**

7. **APPLICABLE LAW**
   Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **WARRANTIES OF BUYER**
   You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.
If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel
a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.
Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.
You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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.

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.

Buyer	Buyer
Hankes COJR	Owner

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Exhibit "B"
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SANTANDER CONSUMER USA INC.
SECRETARY'S CERTIFICATE

I, Eldridge A. Burns, Jr., Secretary of SANTANDER CONSUMER USA INC. (the "Corporation"), a private corporation duly organized and existing under the laws of the State of Illinois, do hereby certify that on February 6, 2013, Chrysler Group LLC granted to the corporation a non-transferable, royalty-free license to use the "*Chrysler Capital*", "*Chrysler*", "*Dodge*", "*Jeep*", "*RAM*", *"Chrysler Capital"* and "*Mopar*" word trademarks, and their corresponding brand logos.

IN WITNESS WHEREOF, I have hereunto signed my name effective as of the 11th day of February 2013.

Eldridge A. Burns, Jr.
Chief Legal Officer and Secretary

RANDALL P. MROCZYNSKI
(STATE BAR NO. 156784)
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Attorneys for Movant,
SANTANDER CONSUMER USA, INC. dba CHRYSLER CAPITAL

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re LEFEVER MATTSON Consolidated Debtor.	Case No. 24-10545 (HLB) (Substantively Consolidated) CHAPTER 11 **CERTIFICATE OF SERVICE** Hearing Date and Time: Date: July 2, 2026 Time: 10:00 am Courtroom: 19

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Orange, State of California. I am over the age of eighteen and not a party to the within action; my business address is 535 Anton Blvd, 10th Floor, Costa Mesa, CA 92626-1947.

On June 18, 2026, I served the foregoing document described as (1) **OPPOSITION OF PRE-PETITION CREDITOR SANTANDER CONSUMER USA, INC. DBA CHRYSLER CAPITAL TO THIRD OMNIBUS OBJECTION TO CLAIMS (SATISFIED CLAIMS) [DKT. NO. 4328]**; and (2) **DECLARATION OF GAVIN DOUGLAS IN SUPPORT OF OPPOSITION OF PRE-**

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COOKSEY, TOOLEN, GAGE, DUFFY & WOOG
535 Anton Boulevard, Suite 1000
Costa Mesa, California 92626-1977

PETITION CREDITOR SANTANDER CONSUMER USA, INC. DBA CHRYSLER CAPITAL TO THIRD OMNIBUS OBJECTION TO CLAIMS (SATISFIED CLAIMS) [DKT. NO. 4328] on the following parties in this action by first-class mail by placing a true copy(s) thereof enclosed in a sealed envelope(s) addressed as follows:

DEBTOR:
LeFever Mattson
6359 Auburn Blvd., Suite B
Citrus Heights, CA 95621

U.S. TRUSTEE
Office of the U.S. Trustee / SR.
Office of the United States Trustee
Phillip J. Burton Federal Building
450 Golden Gate Ave. 5th Fl., # 05-0153
San Francisco, CA 94102

ATTORNEYS FOR MICHAEL I. GOLDBERG, AS TRUSTEE OF THE LFM PLAN RECOVERY TRUST: Served via U.S. Mail and Electronic Mail
Tobias S. Keller , tkeller@kbkllp.com
David A. Taylor, dtaylor@kbkllp.com
Dara L. Silveira, dsilveira@kbkllp.com
Thomas B. Rupp, trupp@kbkllp.com
KELLER BENVENUTTI KIM LLP
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San Francisco, CA 94104

I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Costa Mesa, CA, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on June 18, 2026, at Costa Mesa, California

/s/ Dalin Suon
DALIN SUON

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG
535 Anton Boulevard, Suite 1000
Costa Mesa, California 92626-1977

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