

COVER LETTER FOR INITIAL FILING

Devon Tyler Barber

325 E. Jimmie Leeds Road, Suite 7 PMB 333
Galloway Township, NJ 08205-8205
Email: DTB33@ProtonMail.com
Phone: (609) 665-9350

Date: October 6, 2025

Clerk of the Court

Superior Court of New Jersey
Chancery Division – General Equity
Atlantic County Civil Courthouse
1201 Bacharach Boulevard
Atlantic City, NJ 08401

Re: *Verified Complaint and Petition for Declaratory and Remedial Relief to Quiet Title*

Plaintiff: Devon Tyler Barber (*Pro Se*)

Defendants: CarMax Business Services, LLC *d/b/a* CarMax Auto Finance, et al., and
State of New Jersey Motor Vehicle Commission

Dear Clerk of the Court:

Enclosed for electronic submission through the **Judiciary Electronic Document Submission (JEDS)** system, please find the following documents for filing in the above-referenced matter:

1. Verified Complaint and Petition for Declaratory and Remedial Relief to Quiet Title;
2. Proposed Order;
3. Certification of Indigency / Application to Proceed *In Forma Pauperis* pursuant to R. 1:13-2(a);
4. Certificate of Service (requesting that service be effected by the Clerk upon approval of indigency); and
5. Supporting Exhibits (A through E).

Kindly review these materials for filing, assign a **docket number**, and, upon acceptance and approval of the *in forma pauperis* application, please issue the **Summons and Track Assignment Notice** and arrange for service in accordance with **R. 4:4-3** and **R. 4:4-4(a)**.

Please advise by email if any additional information or corrections are required to perfect the filing.

Thank you for your time and assistance.

Respectfully submitted,
in good faith and honor,

Devon Tyler, in good faith
Devon Tyler Barber (*Pro Se*)

1 Devon Tyler Barber
2 c/o: 325 E. Jimmie Leeds Rd.,
3 Suite 7-333, Galloway, New Jersey,
4 Atlantic County, United States of America.
5 (609) 665-9350 DTB33@Protonmail.com

6 **SUPERIOR COURT OF NEW JERSEY**

7 **CHANCERY DIVISION – ATLANTIC COUNTY**

DEVON TYLER BARBER,

Plaintiff, *pro se*,

vs.

Case No.: _____ (T.B.D.)

VERIFIED COMPLAINT AND PETITION FOR
DECLARATORY AND REMEDIAL RELIEF TO
QUIET TITLE

CARMAX BUSINESS SERVICES, LLC, a Virginia
foreign limited liability company (ID No. 0400638343),
doing business as **CarMax Auto Finance**,
together with its related affiliates **CarMax Auto**
Superstores, Inc.; **CarMax Auto Sales Corporation**;
CarMax Auto Sales Limited Liability Company;
CarMax Auto Credit, Inc.; **CarMax Motors LLC**; and
CarMax, Inc.;
and

**STATE OF NEW JERSEY MOTOR VEHICLE
COMMISSION**,
Respondents.

8 **PREAMBLE**

9 **Petitioner, appearing *pro se*, respectfully states and alleges as follows:**

10 He seeks this Court's declaration and remedial order concerning the lawful ownership and title to
11 a certain motor vehicle, and the nullity of an unauthorized lien recorded against it. This action is
12 brought in good faith, under the laws and constitution of the State of New Jersey, to vindicate
13 rights secured by statute and common law, and to prevent further injury arising from a defective
14 and unconscionable transaction.

15

16 INTRODUCTION

17 This Verified Complaint arises from a retail motor-vehicle transaction in which the Petitioner,
18 **Devon Tyler Barber**, lawfully purchased a **2019 Volkswagen Passat Wolfsburg Edition** from
19 the **CarMax Auto Superstores, Inc. – Maple Shade, New Jersey dealership** on **October 30,**
20 **2024.**

21 The Retail Installment Contract identified **Exeter Finance LLC** as the intended assignee, yet
22 that transaction was never funded.

23 Months later, a lien appeared in the records of the **New Jersey Motor Vehicle Commission**
24 naming **CarMax Business Services, LLC d/b/a CarMax Auto Finance** as lienholder—an
25 entity that never held a valid, executed security agreement nor received a lawful assignment.

26 Petitioner therefore seeks a judicial declaration and remedial decree under the **Declaratory**
27 **Judgment Act, N.J.S.A. 2A:16-50 et seq.**, the **Uniform Commercial Code (N.J.S.A. 12A:9-**
28 **101 et seq.)**, and the **Motor Vehicle Certificate of Ownership Act (N.J.S.A. 39:10-1 et seq.)**,
29 to quiet title, strike the void lien, and restore clear ownership.

30 I. JURISDICTION AND VENUE

31 This Court possesses jurisdiction pursuant to **N.J. Const. art. VI, §3, ¶2** and the **Declaratory**
32 **Judgment Act, N.J.S.A. 2A:16-50 et seq.**, authorizing courts of equity to declare rights, status,
33 and legal relations.

34 Venue lies in **Atlantic County** under **R. 4:3-2(a)(2)** because Petitioner resides therein, the
35 vehicle is garaged and titled there, and the consequences of the challenged lien occur within this
36 county.

37 The issues concern the perfection and validity of a motor-vehicle lien and the correction of title,
38 matters properly within the **Chancery Division's equitable and remedial authority**. See *Cohen*
39 *v. Bd. of Trs.*, 62 N.J. 362 (1973).

40 II. PARTIES

41 **Petitioner, Devon Tyler Barber** (“Petitioner”), is a natural person residing in Atlantic County,
42 New Jersey, with a mailing address of 325 E. Jimmie Leeds Road, Suite 7, PMB 333, Galloway
43 Township, NJ 08205-8205.

44 **Respondent CarMax Business Services, LLC** (“CarMax Business Services”) is a Virginia
45 limited liability company (ID No. 0400638343), registered to conduct business in New Jersey as
46 a foreign limited liability company pursuant to **N.J.S.A. 42:2C-57**. It operates under the trade
47 name **CarMax Auto Finance** and claims to be the secured lienholder on Petitioner’s vehicle.

48 **Respondent CarMax Auto Superstores, Inc. – Maple Shade, New Jersey Dealership**
49 (“CarMax Maple Shade”) is a licensed New Jersey motor-vehicle dealer located at **531 Route 38**
50 **West, Maple Shade, New Jersey 08052**, operating under dealer license no. DCA #00956 (or as
51 otherwise assigned). It acted as the **retail seller and delivering dealer** for the vehicle purchased
52 by Petitioner and was responsible for filing title and lien documents within ten (10) business
53 days under **N.J.S.A. 39:10-11(a)** and **N.J.A.C. 13:21-5.3**.

54 **Respondent State of New Jersey Motor Vehicle Commission** (“MVC”) is a state agency
55 established under **N.J.S.A. 39:2A-1 et seq.**, charged with issuing certificates of ownership and
56 recording motor-vehicle liens under the **Motor Vehicle Certificate of Ownership Act, N.J.S.A.**
57 **39:10-1 et seq.**

58 The remaining affiliated entities — **CarMax Auto Superstores, Inc.; CarMax Auto Sales**
59 **Corporation; CarMax Auto Sales Limited Liability Company; CarMax Auto Credit, Inc.;**
60 **CarMax Motors LLC; and CarMax, Inc.** — are related business entities sharing ownership,
61 management, and branding with CarMax Business Services, and are collectively referred to as
62 the “**CarMax Respondents.**”

63 III. FACTUAL BACKGROUND

64 On or about **October 30, 2024**, Petitioner purchased a **2019 Volkswagen Passat Wolfsburg**
65 **Edition (VIN 1VWLA7A36KC002247)** from **CarMax Maple Shade**, a licensed motor-vehicle
66 dealer under **N.J.S.A. 39:10-19**.

67 Petitioner executed a **Retail Installment Contract (“RIC”)** naming **Exeter Finance LLC** as the
68 intended finance company. The RIC did not name CarMax Auto Finance or any other CarMax
69 entity as lender or assignee.

70 Petitioner paid a **\$2,500 down payment**, and the vehicle was delivered. Under **N.J.S.A. 39:10-**
71 **11(a)**, CarMax Maple Shade was required to file the title, registration, and lien application with
72 the MVC within **ten (10) business days** of sale.

73 By **January 16, 2025**, no certificate of ownership, registration, or lien had been recorded. Exeter
74 Finance did not fund the transaction, rendering the assignment in the RIC incomplete and
75 unsupported by consideration.

76 Thereafter, **CarMax Business Services, LLC**, or one of its affiliates, caused a lien to appear in
77 MVC records in its own name, despite the absence of any authenticated **security agreement**,
78 **assignment**, or **delivery of value** required by **U.C.C. § 9-203(b)(3)(A)** and **§ 9-310(a)**.

79 Petitioner has never signed a security agreement or promissory note in favor of **CarMax**
80 **Business Services** or **CarMax Auto Finance**.

81 On **October 30, 2024**, Petitioner filed **UCC Financing Statement No. 57454825** with the **New**
82 **Jersey Division of Revenue**, identifying the vehicle as collateral and thereby perfecting
83 Petitioner's ownership interest.

84 Under **U.C.C. § 9-322(a)(1)**, Petitioner's earlier filing holds **priority** over any later or
85 unperfected lien recorded by CarMax. See *In re Vehicle Lien Perfection Litig.*, 346 N.J. Super.
86 507 (App. Div. 2002).

87 The related account was later **charged off**, and the associated **warranty and service contract**
88 were **cancelled**, extinguishing or materially reducing any alleged indebtedness under **U.C.C. § 3-**
89 **604(a)** (discharge by cancellation).

90 The RIC carried an **annual percentage rate of approximately 29 percent**, an **unconscionable**
91 **rate** in violation of the **New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.)** and the
92 **Retail Installment Sales Act (N.J.S.A. 17:16C-1 et seq.)**, which collectively prohibit predatory
93 or deceptive credit practices.

94 Any attempt by CarMax entities to enforce or record a lien following the charge-off and
95 cancellation of related products constitutes a **deceptive and unconscionable commercial**
96 **practice** under **N.J.S.A. 56:8-2** and a breach of the **implied covenant of good faith and fair**
97 **dealing** recognized in *Sons of Thunder, Inc. v. Borden, Inc.*, 148 N.J. 396, 423 (1997).

98 Because the dealer failed to timely file title and lien documents as required by **N.J.S.A. 39:10-**
99 **11(a)** and because any subsequent lien was unsupported by a valid assignment or perfected
100 security interest, the MVC's recordation of the CarMax lien is defective and void.

101 **IV. CAUSES OF ACTION**

102 **Count I – Declaratory Judgment (Defective and Unenforceable Lien)**

103 Under **U.C.C. § 9-203(b)(3)(A)** and **§ 9-310(a)**, a security interest becomes enforceable only
104 when (a) the debtor has authenticated a security agreement describing the collateral, (b) value
105 has been given, and (c) the secured party has rights in the collateral.

106 Although the Retail Installment Contract ("RIC") executed on October 29, 2024 includes a
107 general right of assignment, no authenticated assignment or delivery of value from *CarMax Auto*
108 *Superstores, Inc.* to *CarMax Business Services, LLC d/b/a CarMax Auto Finance* was ever
109 executed or perfected. The RIC identifies **Exeter Finance LLC** as the intended assignee, which
110 declined to fund or purchase the paper.

111 Because no valid assignment occurred and no new security agreement was executed in favor of
112 CarMax Business Services, any lien later recorded in its name lacks both consideration and
113 authentication, rendering it **unenforceable** under § 9-203 and **unperfected** under § 9-310.

114 Upon information and belief, the CarMax entities received full dealer compensation and
115 manufacturer or incentive payments at delivery. Any further claim of indebtedness therefore
116 constitutes **double recovery** and **unjust enrichment**. See *Kugler v. Romain*, 58 N.J. 522 (1971).

117 Petitioner seeks a declaration that the lien recorded in favor of CarMax Business Services, LLC /
118 CarMax Auto Finance is **void ab initio** and must be removed from the records of the New Jersey
119 Motor Vehicle Commission (“MVC”). See *In re Vehicle Lien Perfection Litig.*, 346 N.J. Super.
120 507 (App. Div. 2002).

121 **Count II – Violation of N.J.S.A. 39:10-11 (Failure to Timely File Title Documents)**

122 Under **N.J.S.A. 39:10-11(a)**, a dealer or secured party must submit an application for title and
123 lien notation within ten (10) business days after sale and delivery of a motor vehicle.

124 CarMax failed to comply with this statutory duty. Any lien recorded months later is untimely and
125 void under *In re Vehicle Lien Perfection Litig.*, 346 N.J. Super. 507 (App. Div. 2002).

126 **Count III – Quiet Title and Equitable Relief**

127 Pursuant to **N.J.S.A. 2A:62-1**, Petitioner seeks to quiet title to the 2019 Volkswagen Passat
128 (Wolfsburg Edition, VIN 1VWLA7A36KC002247) free and clear of any claim by the CarMax
129 Respondents.

130 Equity demands the removal of an unauthorized lien that clouds title and interferes with lawful
131 disposition of property. See *Cohen v. Bd. of Trs.*, 62 N.J. 362 (1973).

132 **Count IV – Unauthorized Filing (U.C.C. § 9-625(b))**

133 Recording or maintaining a lien without a valid security agreement constitutes an **unauthorized**
134 **filings** causing actual damage within the meaning of **U.C.C. § 9-625(b)**. Petitioner is entitled to
135 declaratory and equitable relief, including correction of MVC records.

136 **Count V – Default Relief**

137 Respondents have failed or refused to produce any valid contract, note, or assignment
138 establishing lien rights despite notice and demand. Petitioner therefore requests **default**
139 **judgment** under **R. 4:43-2(b)** declaring the lien void and directing issuance of clear title.

140 **Count VI – Consumer-Protection and Unconscionability**

141 Petitioner repeats and realleges all prior paragraphs.

142 The Retail Installment Contract carried an annual percentage rate of approximately **29 percent**
143 and included inflated add-on products. Such terms constitute an **unconscionable commercial**
144 **practice** under the **New Jersey Consumer Fraud Act (“CFA”)**, N.J.S.A. **56:8-1 et seq.**, and
145 violate the **New Jersey Retail Installment Sales Act**, N.J.S.A. **17:16C-1 et seq.** See *Kugler v.*
146 *Romain*, 58 N.J. 522 (1971); *Perez v. Professionally Green, LLC*, 215 N.J. 388 (2013).

147 After the alleged obligation was **charged off** and the related **warranty cancelled**, any remaining
148 debt was discharged under **U.C.C. § 3-604(a)**.

149 Respondents’ attempt to maintain or enforce a lien under these circumstances constitutes an
150 **unjust and unconscionable enrichment** contrary to the policy of the CFA.

151 Petitioner seeks declaratory, equitable, and consumer-protection relief rescinding the unlawful
152 finance terms, removing the lien, and safeguarding similarly situated consumers.

153 **V. PRAYER FOR RELIEF**

154 WHEREFORE, **Petitioner, in good faith and honor**, respectfully requests that this Honorable
155 Court enter judgment in his favor and grant the following relief:

156 **A. Declaratory Relief.** Pursuant to **N.J.S.A. 2A:16-50 et seq.** and **U.C.C. § 9-203 and §**
157 **9-310**, declare that the lien recorded in the name of *CarMax Business Services, LLC /*
158 *CarMax Auto Finance* and its affiliates is **invalid, unperfected, and void ab initio**;

159 **B. Order to Correct Title.** Direct the **New Jersey Motor Vehicle Commission** to
160 **remove the invalid lien** and issue to Petitioner a **corrected Certificate of Ownership**
161 for the **2019 Volkswagen Passat (Wolfsburg Edition, VIN 1VWLA7A36KC002247)**
162 showing clear and unencumbered title;

163 **C. Quiet Title.** Pursuant to **N.J.S.A. 2A:62-1**, quiet title to the above-referenced vehicle
164 in favor of Petitioner, free of any claim or encumbrance by Respondents;

165 **D. Consumer-Protection and Equitable Relief.** Under the **New Jersey Consumer**
166 **Fraud Act, N.J.S.A. 56:8-1 et seq.**, and the **Retail Installment Sales Act, N.J.S.A.**
167 **17:16C-1 et seq.**, declare the finance terms and interest rate unconscionable, rescind any
168 residual obligation, and order **restitution or cancellation** of any amount retained after
169 charge-off and warranty cancellation to prevent unjust enrichment and double recovery;

170 **E. Default Relief.** Enter default judgment under **R. 4:43-2(b)** against any Respondent
171 who fails to appear or answer within the time required by the Rules of Court;

172 **F. Costs and Such Further Relief.** Award Petitioner his court costs, filing fees, and such
173 other and further legal or equitable relief as this Court deems just and proper to fully
174 resolve the controversy and protect the integrity of New Jersey's consumer-credit and
175 title-recording system.

176 **VI. VERIFICATION AND CERTIFICATION PURSUANT TO R. 1:4-4(b)**

177 I, **Devon Tyler Barber**, am the Petitioner in the foregoing Verified Complaint. I certify that the
178 statements made herein are true to the best of my knowledge, information, and belief. I am aware
179 that if any of the foregoing statements are willfully false, I am subject to punishment.

180 **In good faith and honor,**

181 *By: X(+X, dtb, Devon Tyler, A.R.R.*

182 **Devon Tyler Barber, Pro Se**

183 325 E. Jimmie Leeds Road, Suite 7, PMB 333

184 Galloway Township, NJ 08205-8205

185 Dated: *October Sixth, 2025 A.D.*

1 Devon Tyler Barber
2 c/o: 325 E. Jimmie Leeds Rd.,
3 Suite 7-333, Galloway, New Jersey,
4 Atlantic County, United States of America.
5 (609) 665-9350 DTB33@Protonmail.com

6 **SUPERIOR COURT OF NEW JERSEY**7 **CHANCERY DIVISION – ATLANTIC COUNTY**

DEVON TYLER BARBER,

Plaintiff, *pro se*,

vs.

CARMAX BUSINESS SERVICES, LLC, a Virginia foreign limited liability company (ID No. 0400638343), doing business as **CarMax Auto Finance**, together with its related affiliates **CarMax Auto Superstores, Inc.**; **CarMax Auto Sales Corporation**; **CarMax Auto Sales Limited Liability Company**; **CarMax Auto Credit, Inc.**; **CarMax Motors LLC**; and **CarMax, Inc.**; and

STATE OF NEW JERSEY MOTOR VEHICLE COMMISSION,
Respondents.

Case No.: _____ (T.B.D.)

ORDER FOR DECLARATORY AND REMEDIAL RELIEF TO QUIET TITLE

8 THIS MATTER having been opened to the Court by *pro se* Petitioner **Devon Tyler Barber**,
9 upon the filing of a Verified Complaint and Petition for Declaratory and Remedial Relief to
10 Quiet Title, and the Court having reviewed the pleadings and supporting evidence, and for good
11 cause shown;

12 **IT IS on this _____ day of _____, 20, ORDERED that:**

13 1. The lien recorded in the name of **CarMax Business Services, LLC / CarMax Auto**
14 **Finance** with respect to the 2019 Volkswagen Passat Wolfsburg Edition (VIN
15 **1VWLA7A36KC002247**) is hereby declared **invalid, unperfected, and void**.

16 2. The **New Jersey Motor Vehicle Commission (MVC)** shall **remove the lien** from its
17 records and issue to **Devon Tyler Barber** a **corrected Certificate of Ownership** free of
18 encumbrances.

19 3. The MVC shall amend its records to reflect **Devon Tyler Barber** as the sole lawful
20 owner of said vehicle.

21 4. The Clerk of the Court shall serve a certified copy of this Order upon all parties who have
22 appeared or been properly served.

23 5. The Court retains continuing jurisdiction to enforce this Order and any related relief.

24 SO ORDERED.

25
26 **HON.** _____

27 J.S.C.

28 Superior Court of New Jersey, Chancery Division

29 Atlantic County

1 Devon Tyler Barber
2 c/o: 325 E. Jimmie Leeds Rd.,
3 Suite 7-333, Galloway, New Jersey,
4 Atlantic County, United States of America.
5 (609) 665-9350 DTB33@Protonmail.com

6 **SUPERIOR COURT OF NEW JERSEY**7 **CHANCERY DIVISION – ATLANTIC COUNTY**

DEVON TYLER BARBER,

Plaintiff, *pro se*,

vs.

CARMAX BUSINESS SERVICES, LLC, a Virginia
foreign limited liability company (ID No. 0400638343),
doing business as **CarMax Auto Finance**,
together with its related affiliates **CarMax Auto**
Superstores, Inc.; **CarMax Auto Sales Corporation**;
CarMax Auto Sales Limited Liability Company;
CarMax Auto Credit, Inc.; **CarMax Motors LLC**; and
CarMax, Inc.;
and

STATE OF NEW JERSEY MOTOR VEHICLE
COMMISSION,
Respondents.

Case No.: _____ (T.B.D.)

CERTIFICATE OF SERVICE

8 I, **Devon Tyler Barber**, being of full age, certify as follows:

9 1. This Verified Complaint and supporting papers are being **filed electronically through**
10 **the Judiciary Electronic Document Submission (JEDS) system** together with a
11 **Certification of Indigency / Application to Proceed *In Forma Pauperis* pursuant to R.**
12 **1:13-2(a).**

13 2. Because I am requesting to proceed *in forma pauperis*, I respectfully request that the
14 **Clerk of the Court** serve the Summons, Verified Complaint, and related documents

15 upon all named respondents in accordance with the New Jersey Court Rules after
16 acceptance of this filing and approval of the fee waiver.

17 3. Upon acceptance, the Court will issue the **Summons and Track Assignment Notice**, and
18 service will be made by the **Clerk or Sheriff's Office** as authorized under **R. 4:4-3** and
19 **R. 4:4-4(a)**.

20 4. I have not personally mailed or served copies of the pleadings on any party at this time,
21 pending the Court's direction and service by the Clerk.

22 5. I certify that the foregoing statements are true to the best of my knowledge, information,
23 and belief. I am aware that if any of the foregoing statements are willfully false, I am
24 subject to punishment.

25 Dated: Devon Tyler, in good faith

27 **Devon Tyler Barber (Pro Se)**

28 325 E. Jimmie Leeds Road, Suite 7, PMB 333

29 Galloway Township, NJ 08205-8205

30 Phone: (609) 665-9350 Email: DTB33@ProtonMail.com

You've reserved this 2019 Volkswagen Passat at CarMax

From: CarMax
CarMax@email-carmax.com



To: bdevon1231@proton.me
bdevon1231@proton.me



Date: On Thu, Oct 24, 2024 at 4:32 PM

Passat Acquisition



MY ORDERS

Great news! This car is reserved just for you.

Friday, October 25 at 1:00 PM at CarMax Maple Shade

[MANAGE MY APPOINTMENT](#)

[GET DIRECTIONS](#)

Reserved

2019 Volkswagen Passat Wolfsburg
Edition

\$15,998* | 86K mi

Available at CarMax Maple Shade, NJ



Remember to bring your driver's license and proof of insurance

You must have these documents with you in order for you to be able to test drive any of our cars.

Your CarMax

Maple Shade

531 Route 38 West,
Maple Shade, NJ 08052



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[Directions](#)



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This is a transactional email sent by CarMax.
12800 Tuckahoe Creek Parkway, Richmond, VA 23238

*Price(s) include(s) all costs to be paid by consumer, except for licensing costs, registration fees, and taxes. Price assumes that final purchase will be made in the State of NJ, unless vehicle is non-transferable. Vehicle subject to prior sale. Applicable transfer fees are due in advance of vehicle delivery and are separate from sales transactions.

85440144-b36b-4598-a2e2-05fcf2d468c8

Congratulations, DEVON! You're approved.

From: CarMax
CarMax@email-carmax.com



To: bdevon1231@proton.me
bdevon1231@proton.me



Date: On Tue, Oct 29, 2024 at 6:04 PM

Passat Acquisition



[View offers](#)

You did it,
DEVON!

Congratulations! You've been approved for the
2019 Volkswagen Passat.

[SEE YOUR OFFERS](#)

It's up to you: Choose the available offer
that works best for your financing needs.

Questions? We're here to help.

[\(856\) 533-1017](tel:(856)533-1017)

Mon-Fri 10-9 Sat 9-9



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This is a transactional email sent by CarMax.
12800 Tuckahoe Creek Parkway, Richmond, VA 23238

Devon, your paperwork is ready to sign

From: CarMax
CarMax@email-carmax.com



To: bdevon1231@proton.me
bdevon1231@proton.me



Date: On Tue, Oct 29, 2024 at 8:38 PM

Passat Acquisition



It's time to sign your paperwork



Let's make it official! Start signing the
documents for your **Volkswagen**
Passat.

[SIGN NOW](#)

Please sign before 11 PM EDT 10/30/2024—this link will expire.
You will have additional documents to sign during your appointment.



Ready to get started?

[Log into your My CarMax account](#) to begin



You will be signing the following documents:

NHTSA VIN Recall Report
Manufacturer Recalls and Acknowledgment
NJ Retail Installment Contract
NJ Lender-Placed Insurance Statement
NJ Bill of Sale
10-Day Money Back Guarantee
Risk Based Pricing Notice - Applicant (Experian)
Credit Application
Insurance Verification
NJ Customer Letter
NJ Limited Warranty
Buyers Guide (Implied Warranty)
3 Day Payoff Guidelines - used cars
Manufacturer's Notification Letter
CarMax Privacy Policy

My CarMax

Questions? We're here to help.

Give us a call at (856) 533-1017

Your CarMax

Maple Shade

531 Route 38 West
Maple Shade, NJ 08052
(856) 533-1017

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This is a transactional email sent by CarMax.
12800 Tuckahoe Creek Parkway, Richmond, VA 23238

Devon, congratulations to you and your Volkswagen Passat!

From: CarMax
CarMax@email-carmax.com

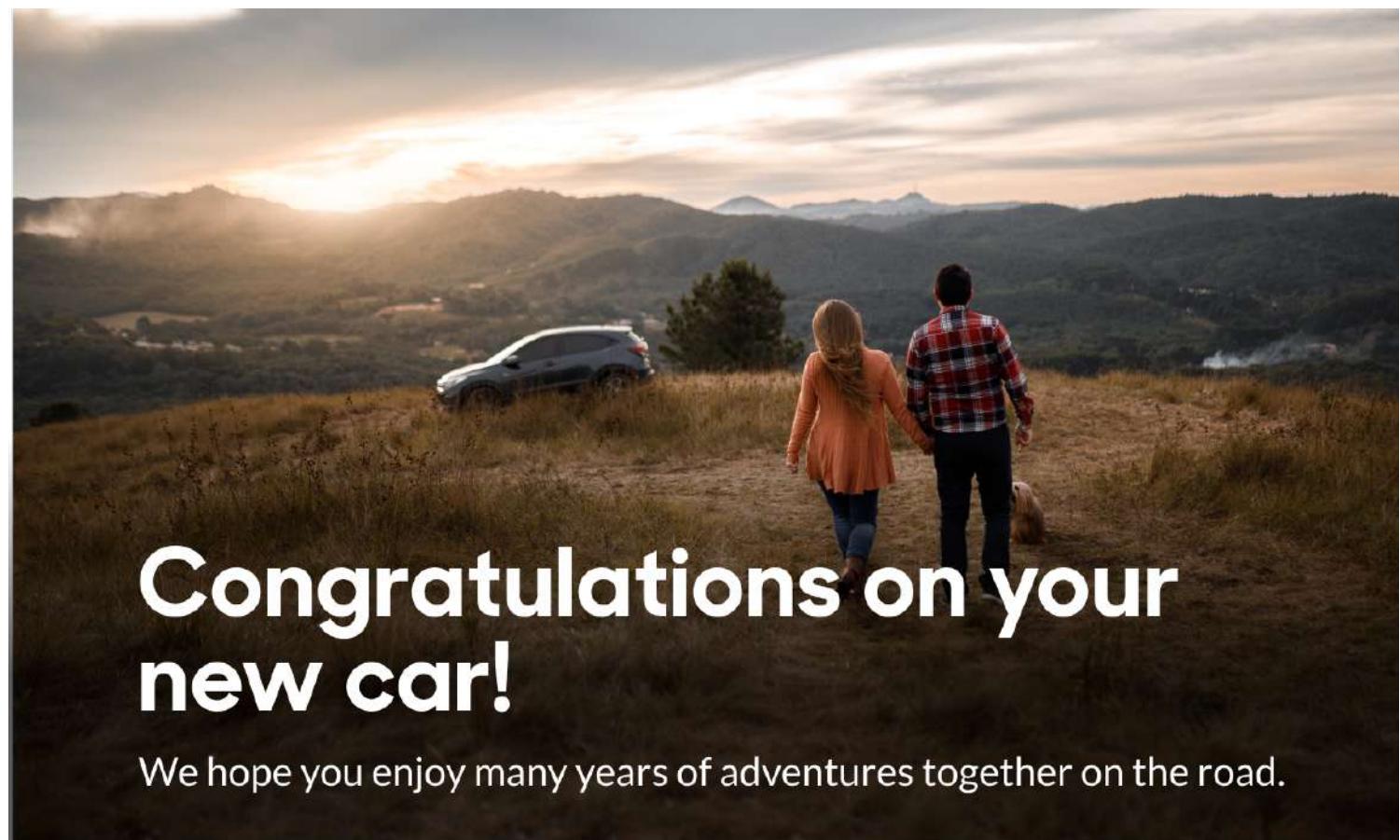


To: dtb33@pm.me
dtb33@pm.me



Date: On Thu, Oct 31, 2024 at 10:29 AM

CARMAX



Don't forget to register with Volkswagen

Registering ensures you're listed as the current owner and keeps you up-to-date on open and future safety recalls.

You'll need your VIN: **1VWLA7A36KC002247**

REGISTER NOW

Your CarMax

Maple Shade

531 Route 38 West,
Maple Shade, NJ 08052

 [Store Details](#)

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12800 Tuckahoe Creek Parkway, Richmond, VA 23238

61ce84de-c2fa-45b3-b57c-379950876cf4

Tire and Caliper Concerns for Inspection

From: Devon Tyler

X@divinetiller.com



To: 278486@CarMax.com

278486@CarMax.com



Date: On Tue, Nov 5, 2024 at 12:27 PM

Hi Brandon,

Thank you again for your help today. I wanted to send over the pictures of the tires and caliper that we discussed. I have attached photos of the back left and front right tires. The back left tire and caliper are both areas of concern, as well as the condition of the front right tire.

Please let me know if you need any additional information or if there's anything else I should prepare before the inspection.

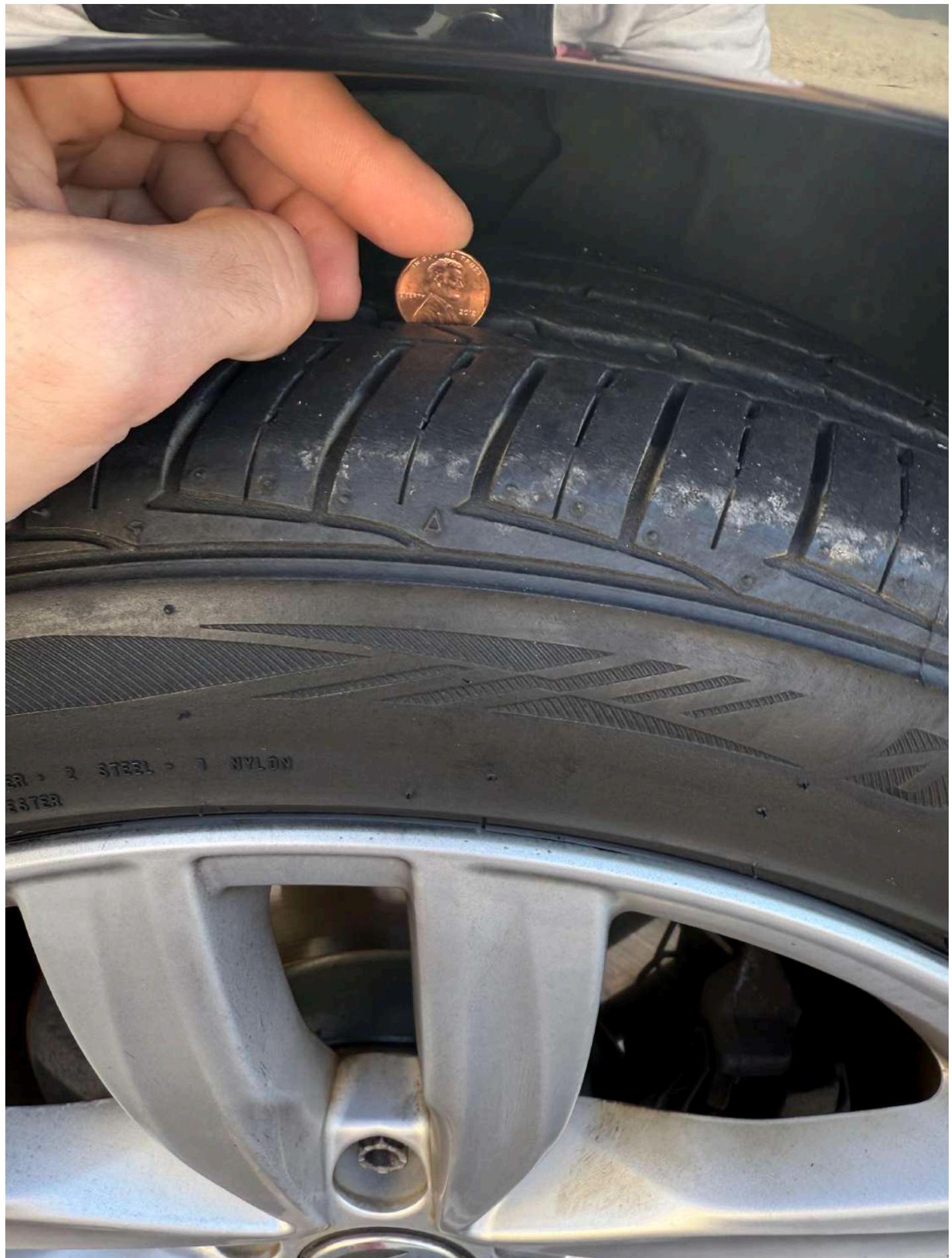
Best regards,

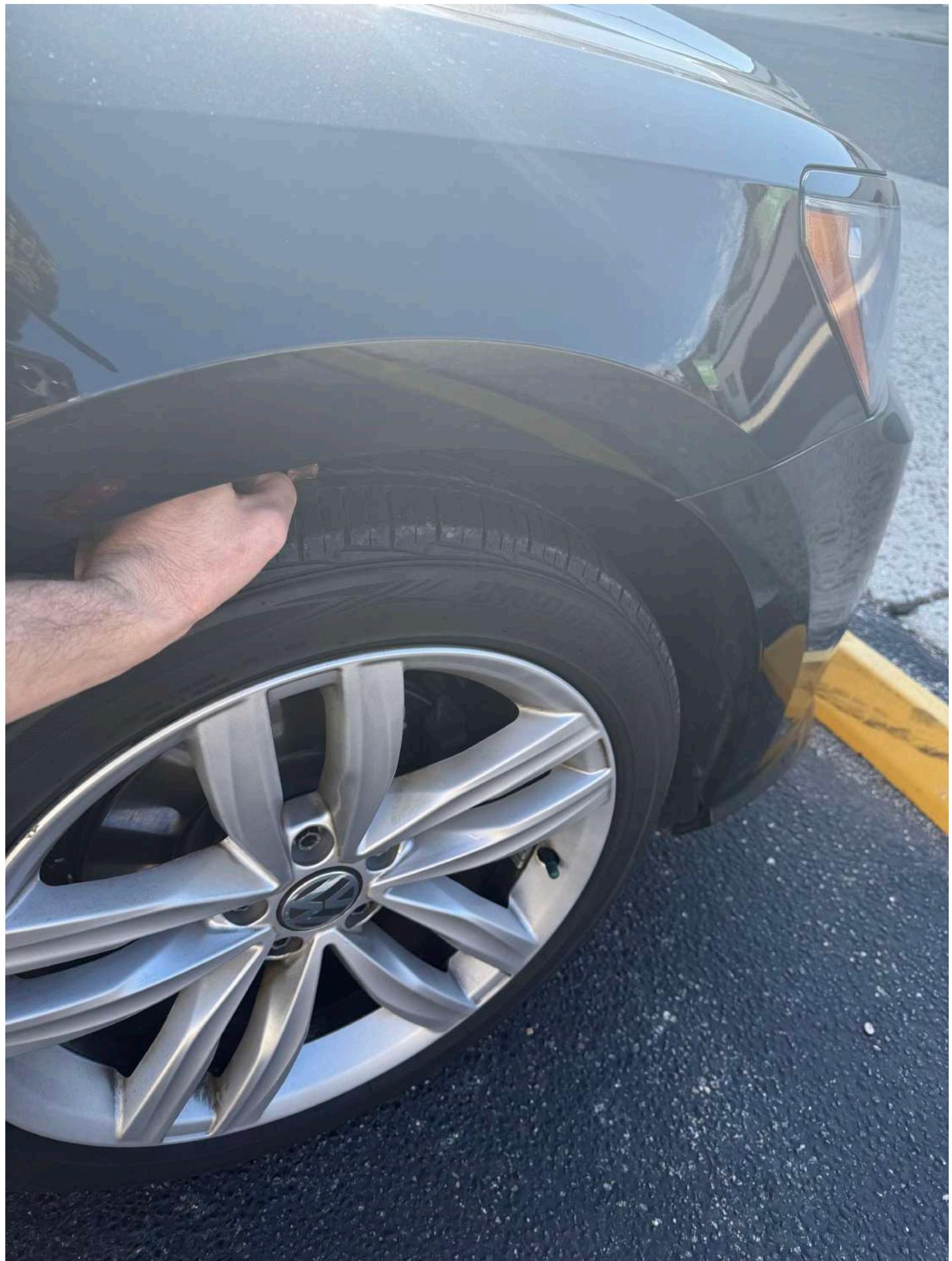
Devon Tyler,

of the Barber (née Materio)









Sent from [Proton Mail](#) for iOS



Filter

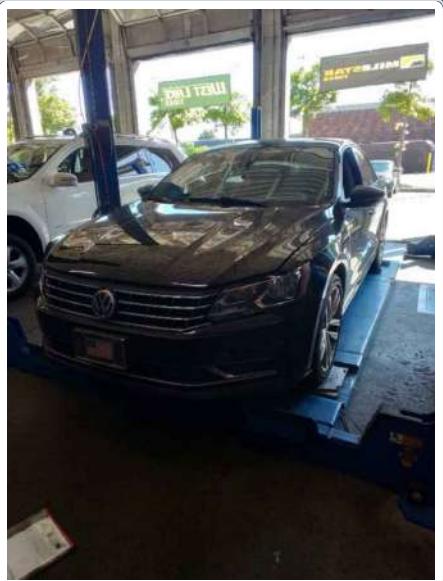
 2

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 26

 1

Midas Egg Harbor
3109 Hingston Ave
Egg Harbor, NJ 08234
Trust The Midas Touch
609.900.6475 ☎
midaswestberlin@gmail.com ✉



RO# 0002663 5/20/2025
DEVON BARBAR
2019 VOLKSWAGEN
PASSAT
VIN:
1VWLA7A36KC002247
License: F35VLP
Mileage: 95789

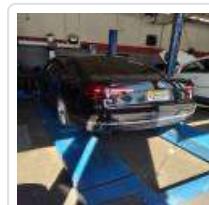
Service Advisor
PERRY HERMAN

Midas Closer Look Vehicle Check

Exterior

Body & Glass: Visual Inspection OK

Images:



Exterior Lights: Visual Inspection OK

Technician
KURTIS WASYLKOWSKI

■ EXTERIOR LIGHTS. VISUAL INSPECTION OK

Wipers: Visual Inspection OK

Interior

⚠ Dash Indicator Lights: TPMS Light On "Solid"

- Evaluation Required

Images:

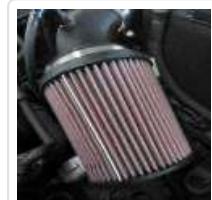


Under Hood

Horn: Operating

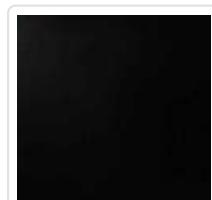
Engine Air Filter: Visual Inspection OK

Images:



◆ Cabin Air Filter: Beyond Service Interval -
Replacement Suggested

Images:



Battery / Cables: Visual Inspection OK

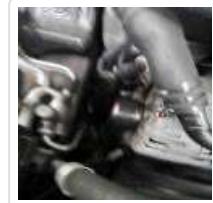
Images:



Hoses: Visual Inspection OK

Belts (except timing belt): Visual Inspection OK

Images:



Windshield Washer Fluid: Reservoir Full

Engine Oil: Dipstick Within Specifications

Power Steering Fluid: Dipstick Within Specifications

Transmission / Transaxle Fluid: Dipstick Within Specifications

Coolant: Beyond Service Interval - Fluid Exchange Suggested

Images:

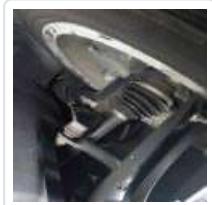




Under Vehicle

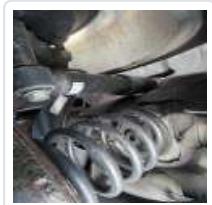
- Exhaust System: Visual Inspection OK**
- Differential / Transfer Case: Visual Inspection OK**
- Steering System: Visual Inspection OK**
- Shocks / Struts Front: Visual Inspection OK**

Images:



- Shocks / Struts Rear: Degraded Ride/Control - Replacement Suggested**

Images:



- Driveline (CV / Drive Shaft): Visual Inspection OK**

Brakes

- Brake Fluid: Beyond Service Interval - Fluid Exchange Suggested**

Images:

Images:



Brake Symptom Observed: None at this time

Brake Visual Inspection Front: Visual Inspection OK

Images:



Brake Visual Inspection Rear: Visual Inspection OK

Images:



Tire Condition

Tire Size Actual - See Picture: Matches Placard Specifications

Images:





- ◆ LF - Tread Depth: 4/32" - Close To The End Of Useful Life

Images:



- ◆ RF - Tread Depth: 3/32" - Close To The End Of Useful Life

Images:



- ✓ RR - Tread Depth: 6/32" - Tread Depth Within Guidelines

Images:



- ◆ LR - Tread Depth: 4/32" - Close To The End Of Useful Life

Images:





⚠ Tire Inspection Suggestions: Irregular Tread Wear - Evaluation Required

Tire Pressure

LF - Tire Pressure: Matches Placard Specifications

RF - Tire Pressure: Matches Placard Specifications

RR - Tire Pressure: Matches Placard Specifications

LR - Tire Pressure: Matches Placard Specifications

Technician Note

Technician Notes: See Notes Below

Comments: *rec 4 tires and alignment by edgewear and tread depth
rec cabin filter by mileage
rec coolant and brake flush by mileage
rec rear shocks by mileage
rec tune up by mileage
rec fuel service by mileage
front and rear end tight, caster out 1 degree not adjustable*

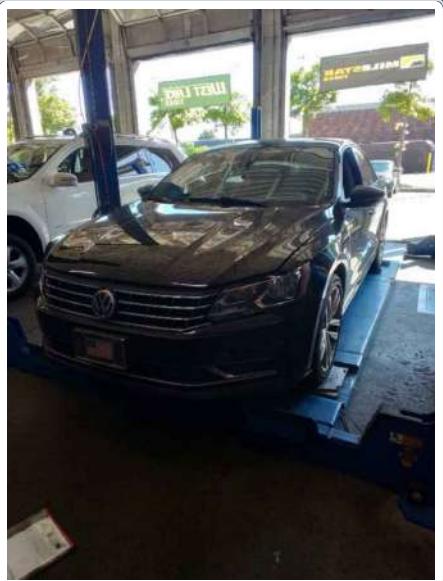
Images:





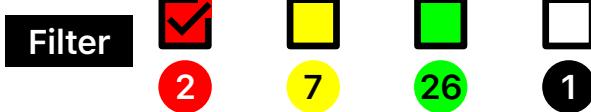


Midas Egg Harbor
3109 Hingston Ave
Egg Harbor, NJ 08234
Trust The Midas Touch
609.900.6475 ☎
midaswestberlin@gmail.com ☎



RO# 0002663 5/20/2025
DEVON BARBAR
2019 VOLKSWAGEN
PASSAT
VIN:
1VWLA7A36KC002247
License: F35VLP
Mileage: 95789

Service Advisor
PERRY HERMAN



Midas Closer Look Vehicle Check

Exterior

Interior

⚠ Dash Indicator Lights: TPMS Light On "Solid"
- Evaluation Required

Images:



Under Hood

Under Vehicle

Brakes

Tire Condition

⚠ Tire Inspection Suggestions: Irregular Tread
Wear - Evaluation Required

Tire Pressure

Technician Note

Devon Tyler of the Barber (née Materio) Family
Private Counsel, Appearing in Propria Persona
135 Saint James Place, #33
c/o BARBER, DEVON (Tyler)
Atlantic City, New Jersey (Outside Federal Zone Improvement Plan #08401)
X@DivineTiller.com | (609) 833-3778

Exeter Finance LLC
Attn: Jason Grubb, Chief Executive Officer, in all lawful capacities, including
as Agent, Person, and Fiduciary
Attn: Brad Martin, Chief Financial Officer, in all lawful capacities, including as
Agent, Person, and Fiduciary
P.O. Box 166008, located within Irving, Texas, near Federal Z.I.P. 75016

Re: Notice of UCC-3 Amendment Filing and Demand for Title Release

Dear Jason Grubb and Brad Martin, Agents and Fiduciaries of Exeter Finance
LLC,

Enclosed is a certified copy of the UCC-3 Amendment, which establishes a
secured, irrevocable interest in the specified collateral: 2019 Volkswagen
Passat Wolfsburg Edition, VIN: 1VWLA7A36KC002247. This filing affirms that
all financial obligations under the original agreement have been fully satisfied

and discharged, with payment rendered in lawful money as per 12 USC 411. This letter serves as official notice of compliance with the original contractual terms and of the completed status of all financial obligations.

As a New Jerseyan, distinct from a U.S. citizen, I am exercising my rights under Article I, Section 10 of the U.S. Constitution, which prohibits states from making anything but gold and silver coin a tender in payment of debts. My payment, as recognized in lawful money, secures the prepaid status of this collateral. Furthermore, this filing operates under the Supremacy Clause of the U.S. Constitution (Article VI, Clause 2), affirming that my private property rights are protected against any unauthorized claims, liens, or interference.

Instructions for Compliance and Title Release:

1. Immediate Title Release:

Pursuant to the terms of the UCC-3 Amendment and in accordance with New Jersey Uniform Commercial Code statutes (N.J.S.A. 12A:9-102 and N.J.S.A. 12A:9-109), Exeter Finance LLC is hereby directed to release the title for the vehicle immediately to the undersigned secured party, Devon Tyler Barber. This directive is further supported by New Jersey state law regarding secured transactions and collateral, which recognizes the rights of the secured party to demand release of the title when all obligations are satisfied.

2. Prepaid Status of the Collateral:

In our debt-based economy, without physical certificates of gold or silver in issue, the fulfillment of obligations with lawful money establishes the prepaid status of this collateral. By accepting lawful money as full satisfaction of the contract, Exeter Finance LLC acknowledges the discharge of all debts associated with the vehicle and has no lawful grounds to demand additional payment in Federal Reserve Notes or any other form of commercial paper.

3. Duty of Exeter Finance LLC to Act Without Delay:

As fiduciaries and agents, Jason Grubb and Brad Martin are bound by fiduciary duty under both corporate and common law to act without delay in honoring this secured interest and releasing the title to the rightful owner. Any delay or failure to comply with these instructions will be construed as an unlawful withholding of property, constituting a breach of fiduciary obligation and a violation of my secured rights.

4. Notice of Remedies:

Should Exeter Finance LLC fail to comply with these lawful instructions, this will be regarded as an unlawful trespass on private property and a violation of the secured party's rights. All available legal remedies, including actions under New Jersey law for wrongful detention and trespass on secured property, will be pursued. This notice serves as the formal establishment of a court of record under common law for this matter, preserving my right to seek judicial intervention if compliance is not promptly observed.

Exeter Finance LLC is hereby instructed to process this title release without further delay. Any communication regarding this matter should be directed to the undersigned in writing at the above address.

Sincerely,

BY: x(+)x A.P.R.

Devon Tyler Barber

I, Devon Tyler, of the Barber nee Materio family, do hereby affirm and declare, under full liability and on my own authority, that the statements herein are true, correct, and complete to the best of my knowledge and belief. This declaration is made with all due solemnity and is intended to bear the full force and effect of a sworn affidavit in accordance with lawful custom.

Dated this 8th day of November, Anno Domini 2024.

BY: x(+)x

Devon Tyler

Intentionally
left blank.

[seal]



May the sun rise high and bright
upon your day, showering you
with the blessings of good
health, fortune, and joy.

With love, from New Jersey State

CERTIFICATE OF SERVICE

Re: Release Demand and UCC Acknowledgment Notice

Date: NOVEMBER, 11th, 2024 A.D.

This certifies that on the date listed above, true and correct copies of the Release Demand and UCC Acknowledgment Notice were sent via United States Postal Service Certified Mail, with the following tracking numbers, to both the Registered Agent and Principal Office of Exeter Finance LLC.

Addresses Served:

1. ***Registered Agent***

Corporation Service Company
222 Jefferson Boulevard, Suite 200
Warwick, RI 02888

USPS Certified Mail Tracking Number: 9589071052700204431614

2. ***Principal Office***

Exeter Finance LLC
2101 W. John Carpenter Freeway
Irving, TX 75063

USPS Certified Mail Tracking Number: 9589071052700204431416

The undersigned certifies that the Release Demand and UCC Acknowledgment Notice were properly addressed and mailed to both locations to ensure legal acknowledgment and compliance with formal notification requirements.

Executed on this 11th day of NOVEMBER, 20.

Title/Role: Steward of Divine Tiller Development LLC!

By: x(Ax)
Barber, Devon Tyler (née Materio) A.R.R.



November 19, 2024

Devon Barber
135 Saint James Place #33
Atlantic City, NJ 08401

Dear Devon Barber,

Please allow this letter to serve as the response from Exeter Finance LLC ("Exeter") with respect to your correspondence received on November 18, 2024. Exeter would like to thank you for the opportunity to address the concerns outlined in the complaint. Exeter's success is based on satisfaction with our products and services, so the issues presented in this complaint are taken seriously and every effort is made to provide a prompt and equitable response. Exeter has thoroughly investigated the complaint and made the following determination.

Exeter's records indicate that beginning on or about October 29, 2024, a credit application was received on your behalf from CarMax – Maple Shade, located at 531 Kaighns Avenue NJ-38 in Maple Shade, New Jersey 08052, with phone number (856) 234-7307.

The application for credit was not funded by Exeter, as such, an Adverse Action letter was sent to you, which explained the action taken regarding the application.

The Fair Credit Reporting Act (FCRA), the Equal Credit Opportunity Act (ECOA) and Regulation B, the implementing regulation for ECOA, govern adverse action notices. An adverse action notice is intended to inform consumers when they have been denied credit or granted credit on less favorable terms than requested.

Exeter hereby demands that you stop sending any further fraudulent documents or references to same in future communications. Should you fail to adhere to our request related to the fraudulent documents, be advised that Exeter will consider all rights and remedies available under applicable law, including without limitation the right to institute appropriate legal proceedings.

Sincerely,

Office of the President
Exeter Finance LLC

Frontier Forever Sovereign Ecclesiastical Trust

Published at www.Tiller.Earth

Authorized Representative: Barber, Devon

c/o 325 East Jimmie Leeds Road, Ste. 7 PMB 333

Galloway Township, New Jersey, United States of America

November 30, 2024, anno domino

CC:

Via Certified Mail

Exeter Finance Corp

P.O. Box 166008

Irving, Texas within Z.I.P. TX 75016

United States Post Office Certified Mail Number:

9589 0710 5270 0204 4318 36

CarMax Business Services, LLC

Attn: Vicki Tyler-Waters

12800 Tuckahoe Creek Parkway

Richmond, Virginia within Z.I.P. VA 23238

United States Post Office Certified Mail Number:

9589 0710 5270 0204 4316 90

Corporation Service Company (Registered Agent)

1201 Hays Street

Tallahassee, Florida within Z.I.P. FL 32301-2525

United States Post Office Certified Mail Number:

9589 0710 5270 0204 4312 01

Re: Conditional Acceptance Regarding Alleged Financing and Title Claim

To Whom It May Concern,

This letter is issued in my capacity as the **authorized representative** of **Frontier**

Forever Sovereign Ecclesiastical Trust, published at www.Tiller.Earth. This trust

holds the integrated auxiliary **DIVINE TILLER DEVELOPMENT LLC**, a private entity

doing business as **DEVON T BARBER** and **BARBER DEVON TYLER**.

Page 1 of 5

Frontier Forever Sovereign Ecclesiastical Trust

Conditional Acceptance Regarding Alleged Financing and Title Claim – November 30, 2024

Published at www.Tiller.Earth

The 2019 Volkswagen Passat (VIN: 1VWLA7A36KC002247) is a private asset, currently held under ecclesiastical trust. It has never been “sold” in a commercial sense but was instead exchanged within a hidden securities system. I, as the beneficiary, retain **beneficial use** of the vehicle, and **Frontier Forever Sovereign Ecclesiastical Trust** intends to hold **legal title**.

Background of Prepayment and Trust Authority

The note associated with the vehicle has been prepaid under **anticipatory acquisition**, with all obligations satisfied under the protections of ecclesiastical trust law. The trust’s secured interest has been formally documented through UCC filings, including:

1. **UCC-1 Financing Statement**, filed on **October 26, 2024** (Filing Number: **57454825**), and
2. **UCC-3 Amendment**, filed on **October 30, 2024**, affirming secured status and ecclesiastical protections.

These filings are protected under the **Supremacy Clause (Article VI, Clause 2)** of the U.S. Constitution.

As the alleged lien holder, **Exeter Finance Corp** is hereby instructed to recognize the trust's secured status and comply with the following demands:

Demands

1. Transfer of Legal Title to the Trust:

Exeter Finance Corp, as the alleged lien holder and holder in due course, is requested to immediately transfer **legal title** of the vehicle to **Frontier Forever Sovereign Ecclesiastical Trust**, acknowledging its non-commercial and private nature.

This transfer ensures that the trust maintains **legal title** while I, the trustee-beneficiary, retain **exclusive beneficial use** of the vehicle under ecclesiastical protections.

2. Correction of Federal or Commercial Jurisdiction Presumption:

Acknowledge in writing that any presumption of federal or commercial jurisdiction over the vehicle or the trust is erroneous. This property is privately held and exempt from claims under federal or commercial law.

3. Provide an Accounting of Securities Activity:

Given the widespread practice of securitizing vehicle notes, provide a detailed accounting of all transactions involving the note associated with the vehicle. Specifically:

- Confirm whether the note has been securitized, sold, or otherwise fractionalized.
- Provide a list of all parties who have acquired a financial interest in this note.

Failure to disclose this information will be taken as an admission that any lien claim is invalid due to material non-disclosure.

Your Agreement by Default

If you fail to meet the demands outlined above within **10 business days** of receipt of this letter, your silence will constitute agreement to the following terms:

1. The aforementioned property known as the 'vehicle' is free and clear of all liens or encumbrances.
2. Legal and equitable title to the property aforementioned shall be issued to

Frontier Forever Sovereign Ecclesiastical Trust.

3. All claims by **Exeter Finance Corp** or **CarMax** are null and void.

Final Notice

This letter and all subsequent correspondence will be retained as evidence of your compliance or non-compliance. Any further attempts to assert claims against this vehicle or its associated trust without lawful basis will be considered harassment and a violation of applicable laws.

Respectfully,

BARBER, DEVON
BY: X (fx)

Devon Tyler of the Barber née Materio family,

Authorized Representative of Frontier Forever Sovereign Ecclesiastical Trust

Published at www.Tiller.Earth

Certificate of Service

Frontier Forever Sovereign Ecclesiastical Trust
Published at www.Tiller.Earth
Authorized Representative: Barber, Devon
c/o 325 East Jimmie Leeds Road, Ste. 7 PMB 333
Galloway Township, New Jersey, United States of America
Date: November 30, 2024, Anno Domino

To the Parties of This Matter Under Heaven,

I, Barber, Devon, the undersigned, acting as the authorized representative of Frontier Forever Sovereign Ecclesiastical Trust, affirm and certify that on this date, I caused the attached document titled "Conditional Acceptance Regarding Alleged Financing and Title Claim" to be served upon the following parties via United States Certified Mail with Return Receipt Requested:

Name: Exeter Finance Corp, Address: P.O. Box 166008, Irving, Texas within Z.I.P. TX 75016, Certified Mail Number: 9589 0710 5270 0204 4316 36

Name: CarMax Business Services, LLC, Address: Attn: Vicki Tyler-Waters, 12800 Tuckahoe Creek Parkway, Richmond, Virginia within Z.I.P. VA 23238, Certified Mail Number: 9589 0710 5270 0204 4316 90

Name: Corporation Service Company (Registered Agent), Address: 1201 Hays Street, Tallahassee, Florida within Z.I.P. FL 32301-2525, Certified Mail Number: 9589 0710 5270 0204 4312 01

Affirmation Under Penalty of Perjury

In the sight of God Almighty, under whose authority this matter is resolved, I affirm under the penalty of perjury, under the laws of the United States of America and pursuant to the protections of English common law, that I am who I say I am: a National of New Jersey, and that the above statements and the attached document are true, correct, and complete to the best of my knowledge, belief, and understanding.

This certificate is executed in good faith, without the requirement of a notary, as this is a private contract matter under ecclesiastical and common law principles within America.

BARBER DEVON A.R.R.
By: Barber, Devon, Authorized Representative of Frontier Forever Sovereign Ecclesiastical Trust,
Published at www.Tiller.Earth



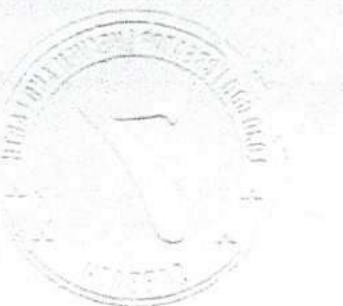
ATLANTIC CITY
1801 ATLANTIC AVE STE 101
ATLANTIC CITY, NJ 08401-9998
(800)275-8777

12/04/2024 02:37 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$1.77
Irving, TX 75016			
Weight: 0 lb 1.90 oz			
Estimated Delivery Date			
Mon 12/09/2024			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 0204 4318 36			
Return Receipt			\$4.10
Tracking #:			
9590 9402 9007 4122 9327 48			
Total			\$10.72
First-Class Mail® Large Envelope	1		\$1.77
Tallahassee, FL 32301			
Weight: 0 lb 1.90 oz			
Estimated Delivery Date			
Mon 12/09/2024			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 0204 4312 01			
Return Receipt			\$4.10
Tracking #:			
9590 9402 9007 4122 9327 31			
Total			\$10.72
First-Class Mail® Large Envelope	1		\$1.77
Henrico, VA 23238			
Weight: 0 lb 1.90 oz			
Estimated Delivery Date			
Sat 12/07/2024			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 0204 4316 90			
Return Receipt			\$4.10
Tracking #:			
9590 9402 9007 4122 9342 78			
Total			\$10.72
Grand Total:			\$32.16
Cash			\$40.01
Change			-\$7.85

9589 0710 5270 0204 4318 36
9589 0710 5270 0204 4316 90
9589 0710 5270 0204 4312 01

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>		For delivery information, visit our website at www.usps.com	
		OFFICIAL USE	
<input type="checkbox"/> Certified Mail Fee <input type="checkbox"/> Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Return Receipt (mechanical) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____			
Postage Total Postage and Fees \$ 6		Postmark Here	
Sent To R 111-1111		Street and Apt. No., or P.O. Box No. City, State, ZIP+4#	
<small>PS Form 3810, January 2023 Revision 01. See Reverse for Instructions.</small>			





Data Output/Certified Information
PO Box 146
Trenton, New Jersey 08666-0146

CERTIFICATION OF VEHICLE TITLE/LIEN INFORMATION

Certification Number: 00155283

Requested By:

DEVON BARBER
133 ST. JAMES PL 33
ATLANTIC CITY, NJ 08401-8401

DATE: January 16, 2025

Correspondence File Number:
NJ UCC FILING# 57454825

RE: 2019 VW
1VWLA 7A36K C0022 47

TITLE

LIEN

NOTE:
NEITHER THE STATE OF NEW JERSEY NOR THE MOTOR
VEHICLE COMMISSION SHALL BE RESPONSIBLE FOR ANY
ERRORS OR OMISSIONS IN THE COPIES OF RECORDS
FURNISHED TO THE REQUESTOR.

DLM

As Chief Administrator of the Motor Vehicle Commission of the State of New Jersey, I hereby certify that, according to records of this Commission,

The attached is a true copy of the record as it appears in our files.

BY PLACEMENT OF MY OFFICIAL SEAL, I CERTIFY THIS DOCUMENT.
Latrecia Littles-Floyd, ACTING CHAIR AND CHIEF ADMINISTRATOR



Acting Chair and Chief Administrator,
Motor Vehicle Commission

ARTTL40
TL020281TITLE INFORMATION REQUEST/DISPLAY
TITLE INFORMATION

DATE: 01/16/2025

VIN: 1VWLA 7A36K C0022 47 VIN PREFIX: 1 VIN SUFFIX:

TITLE ELT IND:

VEHICLE TYPE: 4 DR GVW/PASS/LENGTH: 00007
YEAR: 2019 AXLES/BOAT PROPUL: 2
MAKE: VW COLOR/BOAT MATERIAL: BK
MODEL: PAS FLOOD VEHICLE (Y,N): N
FUEL: 0 POLICE/TAXI (P,T,B):
STATUS: VIN REPLACEMENT NO:
LEMON:

TITLE ISSUE DATE: 05 26 2023 TITLE TYPE: STANDARD
MILEAGE: 057000 MILEAGE STATUS: A ACTUAL MILEAGE
NO OF DUPLICATES: 00 NO OF OWNERS: 1
NO OF LIENHOLDERS: 0 INITIAL TRAN REF NO: ME202314600000060

STOP CODE: 0 PLATE NO:
LEASED VEHICLE: N

PF2-HARDCOPY PF3-END PF5-OWNERS/LIENS
PF6-SALE INFO PF11-CANCEL PF12-MAIN MENU

ARTTL40

TITLE INFORMATION REQUEST/DISPLAY
OWNER/LIENHOLDER INFORMATIONDATE: 01/16/2025
PAGE: 1

VIN: 1VWLA 7A36K C0022 47 VIN PREFIX: 1 VIN SUFFIX:

RELATION: O ADD DATE: 05 26 2023 SFD DT:

AUTOPIC: B0046 73279 02894 NAME: TANNER R BACHMAN

STREET: 803A HARWOOD CT CITY: MOUNT LAUREL STATE: NJ

RELATION: ADD DATE: SFD DT:

AUTOPIC: NAME:

STREET: CITY: STATE:

RELATION: ADD DATE: SFD DT:

AUTOPIC: NAME:

STREET: CITY: STATE:

(RELATIONS: O-OWNER, C-CO-OWNER, L-LIENHOLDER, S-SUB LIENHOLDER)

PF2-HARDCOPY PF3-END PF4-TITLE INFO
PF6-SALE INFO PF9-LEASE INFO PF11-CANCELPF5-MORE OWNERS/LIENS
PF12-MAIN MENU

**Affidavit of Truth and Lawful Demand for Reconveyance of Title Held
Under Constructive Trust**

By: Devon Tyler, living man and heir, steward of the Faith Frontier Ecclesiastical Trust

Date: May 4, 2025 A.D.

To:

CarMax Auto Finance *Post #*

(CAF) 9589 0710 5270 0204 4313 93

P.O. Box 440609

Kennesaw, GA 30160

CC: 9589 0710 5270 0204 4318 43

New Jersey Motor Vehicle

Commission

P.O. Box 160

Trenton, NJ 08666

**Public Notice of Lawful Correction, Rebuttal of Presumption, and
Demand for Settlement of Title in Trust**

I, Devon Tyler, a living man born of Divine Providence, heir to sacred legacy and lawful inheritance, operating within the commercial overlay not by chosen allegiance but by necessity, do now stand in clarity—not as a legal fiction, but as a sentient steward, under Christ and conscience.

Though this land and its vessels of commerce have been overtaken by foreign constructs and corporate designations, the truth of my blood, lineage, and faith remain unbroken.

This notice pertains to the automobile associated with VIN 1VWLA7A36KC002247, which is currently titled under the artificial name “DEVON T BARBER,” a commercial entity presumed to represent me, yet legally distinct from the living man.

Said registration, filed through the STATE OF NEW JERSEY, constitutes a constructive trust arrangement entered without full disclosure, voluntary agreement, or a valid meeting of the minds. As beneficiary of the Faith Frontier Forever Sovereign Ecclesiastical Trust, I now exercise the right and duty to correct the record, refute presumption, and reclaim that which is held under colorable title.

LAWFUL DEMANDS

1. Verification of Consideration (GAAP Principle: Substance Over Form)

Provide sworn, certified accounting documentation evidencing that actual, lawful consideration was extended by CarMax Auto Finance or Exeter Finance. Under generally accepted accounting principles (GAAP), any loan recorded as an asset must correspond with a true liability backed by material transfer—not a bookkeeping illusion. Absent this, the alleged debt stands as a construct issued against my signature, which originated the value.

(See: UCC §3-305; TILA 15 U.S.C. §1601 et seq.)

2. Proof of Holder in Due Course and Fiduciary Standing

Submit certified proof that your entity is the lawful holder in due course, possessing both legal ownership and the right to enforce the instrument. Include a verified chain of custody of the original promissory note and proof of your fiduciary standing in accordance with UCC Articles 3 and 9, without reliance on third-party servicing presumptions or undisclosed assignments.

3. Reconveyance of Legal Title to Ecclesiastical Trust

In the absence of verified rebuttal and lawful claim, I hereby demand that the legal title associated with the above-referenced vehicle be fully reconveyed into the possession and protection of the Faith Frontier Forever Sovereign Ecclesiastical Trust. This includes all rights of use, record, and recognition, to reflect the superior equitable title and beneficial interest I lawfully hold and administer.

NOTICE OF TACIT AGREEMENT BY SILENCE

Failure to respond within twenty-one (21) calendar days with sworn and certified documentation fulfilling the above demands shall constitute tacit agreement and admission of the following:

- That no lawful contract exists based on mutual consideration;
- That CarMax Auto Finance holds no superior or enforceable interest in the property;
- That any further attempt to repossess, assign, report, or convert said property will constitute unlawful trespass, breach of trust, and actionable injury under ecclesiastical, commercial, and moral law.

This notice is issued in peace and honor, with all rights reserved. It is a correction of record, a lawful assertion of trust, and a sacred stand for truth—under the authority of Christ, under natural law, and with deference to the principles once upheld before this land was bound in commerce.

Devon Tyler

Heir of the Paccillo family lineage

Beneficiary of the trust estate titled “DEVON T BARBER”

Trustee and Steward of Faith Frontier Forever Ecclesiastical Trust

c/o 325 East Jimmie Leeds Rd, Suite 7 PMB #333

Galloway Township, New Jersey [08205-8205]

www.Tiller.Earth

All Rights Reserved – Without Prejudice (UCC 1-308)



Data Output/Certified Information
PO Box 146
Trenton, New Jersey 08666-0146

CERTIFICATION OF VEHICLE TITLE/LIEN INFORMATION

Certification Number: 261517

Requested By:

DEVON TYLER BARBER
325 E JIMMIE LEEDS RD STE 7-333
GALLOWAY, NJ 08205

DATE: August 6, 2025

Correspondence File Number:
1VWLA7A36KC002247

RE: 2019 VW
1VWLA 7A36K C0022 47

TITLE

LIEN

NOTE:

NEITHER THE STATE OF NEW JERSEY NOR THE MOTOR VEHICLE COMMISSION SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE COPIES OF RECORDS FURNISHED TO THE REQUESTOR.

KM

As Chief Administrator of the Motor Vehicle Commission of the State of New Jersey, I hereby certify that, according to records of this Commission,

The attached is a true copy of the record as it appears in our files.

BY PLACEMENT OF MY OFFICIAL SEAL, I CERTIFY THIS DOCUMENT.
Latrecia Littles-Floyd, ACTING CHAIR AND CHIEF ADMINISTRATOR



Acting Chair and Chief Administrator,
Motor Vehicle Commission

ARTTTL40
TE040756TITLE INFORMATION REQUEST/DISPLAY
TITLE INFORMATION

DATE: 08/06/2025

VIN: 1VWLA 7A36K C0022 47	VIN PREFIX: 3	VIN SUFFIX:
TITLE ELT IND: Y		
VEHICLE TYPE: 4 DR	GVW/PASS/LENGTH: 00007	
YEAR: 2019	AXLES/BOAT PROPUL: 2	
MAKE: VW	COLOR/BOAT MATERIAL: BK	
MODEL: PAS	FLOOD VEHICLE (Y,N): N	
FUEL: 0	POLICE/TAXI (P,T,B):	
STATUS: LEMON:	VIN REPLACEMENT NO:	
TITLE ISSUE DATE: 01 29 2025	TITLE TYPE: STANDARD	
MILEAGE: 085910	MILEAGE STATUS: A	ACTUAL MILEAGE
NO OF DUPLICATES: 00	NO OF OWNERS: 1	
NO OF LIENHOLDERS: 1	INITIAL TRAN REF NO: DA202502900002102	

STOP CODE: 0	PLATE NO: F35VLP
LEASED VEHICLE: N	

PF2-HARDCOPY	PF3-END	PF5-OWNERS/LIENS
PF6-SALE INFO	PF11-CANCEL	PF12-MAIN MENU

ARTTTL40

TITLE INFORMATION REQUEST/DISPLAY
OWNER/LIENHOLDER INFORMATIONDATE: 08/06/2025
PAGE: 1

VIN: 1VWLA 7A36K C0022 47

VIN PREFIX: 3

VIN SUFFIX:

RELATION: O ADD DATE: 01 29 2025 SFD DT:
AUTOPIC: B0543 16583 12972 NAME: DEVON T BARBER
STREET: 325 E. JIMMIE LEEDS RD STE 7 CITY: GALLOWAY STATE: NJ

RELATION: L ADD DATE: 01 29 2025 SFD DT:
AUTOPIC: 15513 37833 01600 NAME: CARMAX BUSINESS SERVICE LLC
STREET: P O BOX 440609 CITY: KENNESAW STATE: GA

RELATION: ADD DATE: SFD DT:
AUTOPIC: NAME:
STREET: CITY: STATE:

(RELATIONS: O-OWNER, C-CO-OWNER, L-LIENHOLDER, S-SUB LIENHOLDER)

PF2-HARDCOPY PF3-END PF4-TITLE INFO PF5-MORE OWNERS/LIENS
PF6-SALE INFO PF9-LEASE INFO PF11-CANCEL PF12-MAIN MENU



Data Output/Certified Information
PO Box 146
Trenton, New Jersey 08666-0146

CERTIFICATION OF VEHICLE TITLE/LIEN INFORMATION

Certification Number: 261517

Requested By:

DEVON TYLER BARBER
325 E JIMMIE LEEDS RD STE 7-333
GALLOWAY, NJ 08205

DATE: August 6, 2025

Correspondence File Number:
1VWLA7A36KC002247

RE: 2019 VW
1VWLA 7A36K C0022 47

TITLE

LIEN

NOTE:

NEITHER THE STATE OF NEW JERSEY NOR THE MOTOR VEHICLE COMMISSION SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE COPIES OF RECORDS FURNISHED TO THE REQUESTOR.

KM

As Chief Administrator of the Motor Vehicle Commission of the State of New Jersey, I hereby certify that, according to records of this Commission,

The attached is a true copy of the record as it appears in our files. Personal information has been redacted in accordance with the Driver Privacy Protection Act (DPPA) N.J.S.A. 39:2-3.4.

BY PLACEMENT OF MY OFFICIAL SEAL, I CERTIFY THIS DOCUMENT.
Latrecia Littles-Floyd, ACTING CHAIR AND CHIEF ADMINISTRATOR



Acting Chair and Chief Administrator,
Motor Vehicle Commission

ARTTL460	CHAIN OF TITLE	DATE: 08/06/2025				
TE040756		PAGE: 1				
VIN: 1VWLA 7A36K C0022 47	YEAR/MAKE/MODEL: 2019 VW PAS	VEHICLE TYPE: 4 DR				
VIN	TITLE	LEM	MILEAGE	PRIMARY	TRAN	TRAN
PFX	TYPE	IND	/STATUS	OWNER	TYPE	NUMBER
---	---	---	---	---	---	---
1	000020/A	V W CREDIT LEASING LTD			TI	RV201914200000662
3	057000/A				R	
	085910/A	BARBER	DEVON		T	TI DA202502900002102

PF2-HARDCOPY
PF8-NEXT PAGEPF3-END
PF11-CANCELPF7-PREV PAGE
PF12-MAIN MENU

490 TOP OF DATA

491 BOTTOM OF DATA

ARTTL40
TE040756TITLE INFORMATION REQUEST/DISPLAY
TITLE INFORMATION

DATE: 08/06/2025

VIN: 1VWLA 7A36K C0022 47	VIN PREFIX: 3	VIN SUFFIX:
TITLE ELT IND: Y		
VEHICLE TYPE: 4 DR	GVW/PASS/LENGTH: 00007	
YEAR: 2019	AXLES/BOAT PROPUL: 2	
MAKE: VW	COLOR/BOAT MATERIAL: BK	
MODEL: PAS	FLOOD VEHICLE (Y,N): N	
FUEL: 0	POLICE/TAXI (P,T,B):	
STATUS:	VIN REPLACEMENT NO:	
LEMON:		
TITLE ISSUE DATE: 01 29 2025	TITLE TYPE: STANDARD	
MILEAGE: 085910	MILEAGE STATUS: A	ACTUAL MILEAGE
NO OF DUPLICATES: 00	NO OF OWNERS: 1	
NO OF LIENHOLDERS: 1	INITIAL TRAN REF NO: DA202502900002102	

STOP CODE: 0	PLATE NO: F35VLP
LEASED VEHICLE: N	

PF2-HARDCOPY	PF3-END	PF5-OWNERS/LIENS
PF6-SALE INFO	PF11-CANCEL	PF12-MAIN MENU

ARTTTL40

TITLE INFORMATION REQUEST/DISPLAY
OWNER/LIENHOLDER INFORMATIONDATE: 08/06/2025
PAGE: 1

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STREET: P O BOX 440609 CITY: KENNESAW STATE: GA

RELATION: ADD DATE: SFD DT:
AUTOPIC: NAME:
STREET: CITY: STATE:

(RELATIONS: O-OWNER, C-CO-OWNER, L-LIENHOLDER, S-SUB LIENHOLDER)

PF2-HARDCOPY PF3-END PF4-TITLE INFO PF5-MORE OWNERS/LIENS
PF6-SALE INFO PF9-LEASE INFO PF11-CANCEL PF12-MAIN MENU

ARTTTL40

TITLE INFORMATION REQUEST/DISPLAY
SALE INFORMATION

DATE: 08/06/2025

VIN: 1VWLA 7A36K C0022 47 VIN PREFIX: 3 VIN SUFFIX:

TYPE OF SALE: D DEALER SALE

DATE OF SALE: 10 30 2024

DEALER ID NUMBER: 05722U

SALES TAX EXEMPTION CD: 0

GROSS SALES PRICE: 19397.00

NET SALES PRICE: 19397.00

SALES TAX PAID: 0.00 LFIS PAID: 0.00

PF2-HARDCOPY

PF3-END

PF4-TITLE INFO

PF5-OWNERS/LIENS

PF9-LEASE-INFO

PF11-CANCEL

PF12-MAIN MENU



Latitude/Longitude (NAD83): 39.465848° N, 74.497040° W

A Public Declaration and Notice of Immediate Withdrawal of Consent

I, Devon Tyler, born miraculously by the grace of God through a living mother and father, delivered on or around December 31, 1997, and domiciled within Atlantic County, situated on the land commonly known as New Jersey, within the geographic boundaries of the third State of the Union, New Jersey, hereby declare my full and complete renunciation and withdrawal of all possible forms of consent to the unlawful creation, operation, and participation in the current fraudulent, de facto, federal and state corporate bodies politic, misunderstood to be the STATE OF NEW JERSEY and the UNITED STATES government.

I further testify that I was originally born as Devon Tyler Materio, later assigned the surname Barber through guardianship at a young age, and now lawfully and faithfully reclaim my ancestral name and rightful inheritance as Devon Tyler of the Paccillo family, a living man, *sui juris*, and heir to the Divine estate by birth, blood, and blessing.

This complete withdrawal of consent includes all known and unknown fraudulent unconscionable agreements or contracts in the past, present, or future relating to any artificial “person”, corporate “fiction”, commercial entity, legal fiction, trust, status, standing, station, or any other possible creative combination of carefully constructed “words of art”, CAPITIS DIMINUTIO MAXIMA, or any other possible “color of law” misrepresentation of my existence and my flesh and blood body that are designed to replace my God-given unalienable rights to Life, Liberty, and the Pursuit of Happiness with non-Article IV privileges and immunities, civil rights, statutory code, and public policy, currently enforced by a presumption of consent to the 14th Amendment and fraudulent de facto corporate UNITED STATES and STATE OF NEW JERSEY governments.

Any and all past, present, or future participation in this fraudulent de facto corporate UNITED STATES and STATE OF NEW JERSEY governments and all related, subsidiary, or participatory corporate entities shall be considered acts under duress, protest, and “Without Prejudice” until such a time as we, the People, return to the original and only lawful form of government instituted and created by our founding fathers – a Republic.

The Supremacy Clause, Article VI of the Constitution for the United States, and this official flesh and blood withdrawal of Consent strikes with NULL:

- the current fraudulent corporate body politic operating as the de facto government “instituted” by the citizen’s “registration” to vote and perpetuated by participation;
- all usage whatsoever of the concept of “CAPITIS DIMINUTIO MAXIMA”;

- the entire procedural system of Admiralty, Maritime and “private” law administered by non-Article III judiciary courts and used against the federal citizens under the jurisdiction thereof;
- all fraudulent, unconscionable, or unlawful contracts, suretyships, licenses, registrations, certifications, or programs;
- all fraudulent de facto corporate government bodies, agencies, franchises, subsidiaries, offices, or extensions;
- all fraudulent de facto corporate bodies politic or anti-republic “Presidential” Executive Orders;
- the entire Federal Reserve System and any unconstitutional fiat currency;
- All public policy, legislation, and every act or treaty enacted by the fraudulent, de facto corporate bodies politic;
- the entire fraudulent 14th Amendment and corporate “person” status with federal “citizen” privileges and immunities subject to the jurisdiction thereof.

Let it be known that with this complete, public, and formal Withdrawal of Consent and Act of Expatriation, under the Expatriation Act of July, 27, 1868, I, Devon Tyler Paccillo, sui juris New Jerseyan and Man of the Republic, expect an immediate and full return of my God-given unalienable rights to Life, Liberty, and the Pursuit of Happiness, full Constitutional protections and Bill of Rights access, and that from this day forward, all issues, including all jurisdictional issues arising from, relating to, or in regards to the “presumption of consent” to the 14th Amendment corporate “person” of federal United States “citizen” status, shall be considered NULL, void, invalid, and unlawful (as they always have been) under the original and only lawful form of government instituted and created by our founding fathers – a Republic.

Let this public act be entered into the record as a true and faithful testimony. I stand not in rebellion but in righteous return to the original covenant established by our Creator and memorialized by our founding fathers. This declaration is made with a clean conscience before God, under peace and truth, and under the authority of the Most High, whose law precedes all fiction and whose justice does not fail. I do not consent to be ruled by false jurisdictions, foreign franchises, or statutes repugnant to liberty. I stand solely upon the Law of the Land, under God, and within the organic Republic. I make this declaration not in defiance, but in fulfillment of my sacred duty to restore and walk in truth.

Executed this 17th day of June, A.D. 2025
 /s/ Devon Tyler for DEVON T. BARBER
 Devon Tyler of the Paccillo family
 In Proper Person, sui juris, not pro se

Trustee, Faith Frontier Ecclesiastical Trust,
 325 E. Jimmie Leeds Rd., Suite 7-333,
 Galloway, New Jersey Republic [non-corporate]
 Email: dTb33@protonmail.com / X@Tiller.Earth
 Phone: (609) 665-9350

Devon Tyler Paccillo, Attorney in Fact (seal)

Date: June 17, A.D. 2025



Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks-bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

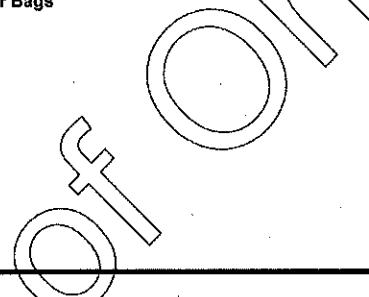
Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags



Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

CARMAX AUTO SUPERSTORES, INC.

DEALER NAME

531 ROUTE 38 WEST, MAPLE SHADE, NJ 08052

ADDRESS

(856) 234-7307

TELEPHONE

6011-omt@carmax.com

EMAIL

OPERATIONS MANAGER

FOR COMPLAINTS AFTER SALE, CONTACT:

I hereby acknowledge receipt of the Buyer's Guide at the closing of this sale.

BY DAB

CUSTOMER SIGNATURE

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

Three-Day Payoff



Congratulations on your purchase!

You have found the car that fits your life and - just as important - your budget. With CarMax, you've found financing that's

- fast and convenient
- hassle-free
- competitive

CarMax still allows you to payoff your account in three business days, penalty-free. If you think this option is right for you, here are a few things to consider as you make your decision.

How much will I save?

For many customers, CarMax offers the most competitive financing available. Those who are able to find a lower Annual Percentage Rate (APR) may find a small monthly savings. Here's an illustration* of the impact this might have on you.

APR	Monthly Payment	Difference
10.00%	\$372	n/a
9.75%	\$370	\$2
9.50%	\$368	\$4

* Based on financing \$17,500 for 60 months.

What else should I consider?

Remember that APR is only one component of your financing. A shorter term may improve your APR, but the monthly payment might increase, making your payment less affordable.

Other institutions may have different or stricter document requirements, limits on the amount you can finance, and restrict the inclusion of extended service plans or GAP coverage. Also, any GAP coverage you may have financed will be cancelled if you exercise the three-day payoff option.

How does the three-day payoff work?

It's simple — just bring us a payment for the original amount financed. You'll incur no finance charges or other costs. We'll notify the original finance company and your account will be paid in full.

Accepted forms of payment for three-day payoff:

- Cash or certified funds
- Bank check or personal check made payable to CarMax or CarMax and you
- Site draft or envelope draft made payable to CarMax (if envelope draft, original only)
- Valid draft letter** (original or faxed copy)

** CarMax reserves the right not to accept drafts or other payment from certain institutions.

You may pay off your account at any time. Our sources don't charge a pre-payment penalty. If you choose this option after the three business days, you are responsible for any finance charges and applicable fees accrued from the date of sale.

Other important information:

It may be necessary to record a new lien in favor of your finance company. All parties on the original certificate of title must be present to sign the related documents.

rev. 1/28/09



Information Regarding Your Purchase



Thank you for purchasing your vehicle at CarMax!

Contact the manufacturer

Whenever you purchase a used vehicle, you should contact the manufacturer so you can be registered as the new owner. Registering with the manufacturer will allow you to:

- Receive any notices or information, including recall information
- Determine if the manufacturer's warranty applies to your vehicle
- Learn how to get a new key
- Get the security code for your radio (if applicable)
- Order an owner's manual (see below) or current navigation disks

Download the CarMax app or visit carmax.com/car-buying-process/recall-faq for a link to the manufacturer's website.

Get an owner's manual

If your vehicle did not come with an owner's manual, please visit the manufacturer's website to view or download one. You may be able to search for the manual by the vehicle's year, make, and model; however, you may need to register the vehicle in your name before you can access the manual.

If you'd like a paper copy, we will gladly reimburse you. Just bring us the receipt! Helm, Inc. is one option for some paper manuals. Visit their website at helminc.com or call (800) 782-4356.

Thanks again and enjoy your drive!



DMS Tracking #: 1611439

Reprint #: 0



10/29/2024 08:40 PM

March 2022

FACTS

WHAT DOES CARMAX DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number and Income • Account Balances and Payment History • Credit Score and Credit History <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons CarMax chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Reasons CarMax chooses to share	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - Information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call (800) 519-1511

Page 2

Who we are

Who is providing this notice?	CarMax and its related entities in the CarMax family of companies.
-------------------------------	--------------------------------------------------------------------

What we do

How does CarMax protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information for those employees for whom access is appropriate.
How does CarMax collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • apply for financing • give us your income information • give us your employment history • give us your contact information • show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • CarMax, Inc., CarMax Auto Superstores, Inc., Edmunds Holding, LLC, Edmunds.com, Inc., CarMax Enterprise Services, LLC, CarMax Business Services, LLC, CarMax Properties, LLC, CarMax Funding Services, LLC, CarMax Funding Services II, LLC, CarMax Auto Funding, LLC, CarMax Funding II, LLC, CarMax Funding III, LLC, CarMax Funding IV, LLC, CarMax Funding V, LLC, CarMax Funding VI, LLC, CarMax Funding VII, LLC, and Glen Allen Insurance Ltd.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • CarMax does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • CarMax doesn't jointly market.

Other important information

CarMax includes, CarMax, Inc., CarMax Auto Superstores, Inc., Edmunds Holding, LLC, Edmunds.com, Inc., CarMax Enterprise Services, LLC, CarMax Business Services, LLC, CarMax Properties, LLC, CarMax Funding Services, LLC, CarMax Funding Services II, LLC, CarMax Auto Funding, LLC, CarMax Funding II, LLC, CarMax Funding III, LLC, CarMax Funding IV, LLC, CarMax Funding V, LLC, CarMax Funding VI, LLC, CarMax Funding VII, LLC, and Glen Allen Insurance Ltd.



The CarMax Limited Warranty

Covered Parts

Engine

Gasoline Engine - Cylinder/engine block, and all internal lubricated parts including: ignition system, crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, exhaust manifold cover, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, idle speed control, fuel pressure regulator, barometric pressure sensor, oxygen sensor, throttle position sensor, mass air flow sensor, idle air control solenoid, oil pan, oil pump and pressure relief valve, oil cooler, oil temperature sensor, air cleaner assembly, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, motor mounts, water pump, water temperature sensor, temperature sending unit, thermostat and housing, spark plugs, ignition wires, distributor cap and rotor, carburetor, EGR valve, filters, lubricants, fluids, belts and hoses, fuel supply pump, fuel pump control unit, fuel tank sensor, vacuum pump, vacuum control valve, vacuum switch, positive crankcase ventilation valve, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines - All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, diesel injection tube, pump gear, tensioner pulley, timing belt, injection timing control, lines and nozzles, seals and gaskets.

Transmission

Automatic - Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids and electronic shift control unit, transmission front cover, transmission mounts, cooler, cooler hoses and hard lines, automatic transmission control unit, parking pawl, range select lever, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Standard - Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, Friction Clutch Disc, pressure plate, clutch throw-out bearings, bearings, bushings, seals and gaskets, fasteners for the components listed above.

Transfer Case - (4X4 vehicles) - Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, transfer relay, interlock control unit, seals and gaskets, fasteners for the components listed above, electronic and vacuum engagement components.

Front Wheel Drive

Final drive housing and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints and boots, universal joints, front hub bearings, locking hub assemblies (4X4), drive shaft support, rear axle hub bearings, seals and gaskets, fasteners for the components listed above.

Rear Wheel Drive

Drive axle housing and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, rear cover 4WD, select switch, rear cover, differential case, control lever boot and socket, seals and gaskets, fasteners for the components listed above.

Steering

Housing/case and all internal lubricated parts including: valve body, piston and rack, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman arm and valve assembly,



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The CarMax Limited Warranty

sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering wheel, horn button assembly, steering gear arm, steering damper, steering lock, steering upper and lower collars, tilt lever, pump reservoir tank and tank cap, steering main and intermediate shafts, coupling, seals and gaskets, fasteners for the components listed above.

Suspension

Steering angle sensor, front coil/leaf springs, MacPherson struts (includes upper mount and pivot bearing assembly), rear coil/leaf springs, upper and lower control arms, torque arm, adjustable shock support, shock absorbers, bump stop cushions, control arm shafts, torsion bar mounts and bushings, tension rod, bushing and bracket, panhard rod, upper and lower ball joints including: dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including: mounts and bushings, strut rods and bushings, king pins, rear strut assembly, rear stabilizer, seals and gaskets, fasteners for the components listed above.

Brakes

Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), caliper yoke, front baffle plate, adjuster assembly, level indicator, load sensing valve, anti-skid sensor assembly, rotor assembly sensor, hard lines and fittings, hydraulic lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, rear cable adjuster, seals and gaskets, brake pads and shoes, fasteners for the components listed above.

Electrical

Alternator, generator, voltage regulator, distributor, all window defrosters, speedometer cable, head lamp relay assembly, horn relay, ignition relay, head lamp dimmer relay assembly, interlock emergency switch, fuse block, flasher unit and relay, seat belt warning timer, retractable head lamp motor assembly, all windshield and window wiper arms, reverse lamp assembly, clock, windshield and window wiper motors and delay controllers, wiper washer tanks (front/rear), starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (such as turn signal, headlight, dimmer, and wiper switches), and mechanically actuated switches (ignition, brake light, and neutral safety switch), cruise control system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuators, power trunk release actuator, power antenna motor.

Cooling System

Thermostat housing, fan blade, thermostat, radiator cap, radiator shroud, reservoir tank/bracket, thermal switch, coolant temperature sensor, coolant, radiator fan relay, blower motor timer, radiator, cooling fan motor, heater core, coolant hoses.

Air Conditioning

Relay, control, vacuum control switch, thermistor, compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, POA valve, expansion valve, accumulator, temperature control programmer, radiator fan control amplifier, solenoid valve, automatic climate control sensors, shift actuator valve, power servo, acceleration cut timer, RPM sensor, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-ring seals, gaskets, fasteners for the components listed above, refrigerant if necessary in conjunction with the repair of the components listed above.

Electronic

Digital and analog instrument display(s), compass and thermometer display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirrors, keyless entry system, electronic fuel injection systems (specifically sensors, pressure regulators, fuel rails, injectors, seals and gaskets), electronic fuel pump, electronic ignition module, distributor and coil, engine management control unit, power window regulator, alarm units, power units and sensors, knock sensor and oxygen sensor, electronic air suspension compressor.



The CarMax Limited Warranty

Interior

Seat belt control unit, seat belt power unit, seat belt slide assembly, seat belt limit switch, air pump, slide assembly (power seat), lift assembly (power seat), automatic transmission range indicator.

Assemblies & Controls

Accelerator pedal, bell crank assembly, 4WD skid guard, hood hinge, lock and lock cable, seat belt anchor stay, fueling stopper assembly, all interior and exterior door hinges, handles, locks, cables, rollers, links, and assemblies, lock knob rods, remote control rods, lock strikers and knobs, lock cylinders, handle rods, all window regulators, cables, handles, wires, and control assemblies, remote control rods, deck lid lock striker, lid opener cable, deck lid lock, trunk opener solenoid, deck lid hinge, deck lid torsion bar.

Other

This is just a partial listing of the Covered Parts. We will repair any part breakdown, except as indicated under section 3 below.

3. ***What is excluded from this Limited Warranty?*** This Limited Warranty excludes repairs covered by any manufacturer's warranty or recall program as well as repairs of a Covered Part required because of collision, abuse, or your failure to properly maintain the Vehicle in accordance with the manufacturer's recommended maintenance schedule. This Limited Warranty also excludes damage of a Covered Part caused by operation of the Vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of the Vehicle by someone other than CarMax.

4. ***What are CarMax's obligations during the term of this Limited Warranty?***

CarMax or its agent, upon failure or malfunction of a Covered Part during the Limited Warranty Period, shall correct the malfunction or defect provided the Vehicle is delivered to CarMax pursuant to the Claim Procedure below. CarMax, may, however, at its sole discretion, elect to accept return of the Vehicle and provide you with a refund. If within the Limited Warranty Period, CarMax or its agent fails to correct a material defect in the Vehicle after a reasonable opportunity to repair, CarMax shall repurchase the Vehicle and refund you the full purchase price of the Vehicle excluding all sales taxes, title and registration fees, or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the Vehicle. "A reasonable opportunity to repair" is defined as (a) The same material defect has been repaired three or more times by CarMax within the Limited Warranty Period, but the defect continues to exist; or (b) the Vehicle is out of service by reason of waiting for CarMax to begin or complete repair of the material defect for a cumulative total of 20 or more days during the Limited Warranty Period.

5. ***Extension of Duration of Limited Warranty.***

The duration of this Limited Warranty shall be extended by any time period during which the Vehicle is waiting for CarMax or its agent to begin or complete repairs of a material defect of the Vehicle.

6. ***What are your obligations?***

To obtain repairs or replacements under the Limited Warranty, you must deliver the Vehicle to CarMax. See Claim Procedure for details.

Claim Procedure

In the event of a mechanical breakdown, you must follow these instructions:

A. Unless prior authorization is given, the repair or replacement of Covered Parts must be performed at a CarMax store. Contact the Service Department of the CarMax store identified on Page 1 of this Limited Warranty or the store nearest you. Contact information for the CarMax store where you purchased the Vehicle is also listed in the Buyers Guide that you received you purchased the Vehicle. You can also contact the CarMax Customer Relations Department toll free at



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The CarMax Limited Warranty

1-800-519-1511 (Monday through Friday, 9 a.m. to 8 p.m. Eastern) for CarMax store contact information or write to CarMax Customer Relations at 12800 Tuckahoe Creek Pkwy, Richmond VA 23238.

B. If a breakdown occurs within the Limited Warranty Period and you are not within a reasonable distance from a CarMax store, then you must contact the Service Department of the CarMax store identified on Page 1 of this Limited Warranty in order to receive authorization to have the Vehicle repaired at a non-CarMax repair facility. Please see Section A above for information on how to contact the Service Department of the CarMax store where you purchased the Vehicle. You must receive prior authorization in order to obtain reimbursement of payment for repairs performed to the Vehicle at a non-CarMax repair facility. For Limited Warranty information or authorizations, you may also write or call CarMax at the address and phone number listed on your Buyers Guide or write to the CarMax Customer Relations Department at 12800 Tuckahoe Creek Pkwy, Richmond VA 23238.

C. Noncompliance with the above requirements will invalidate your ability to submit a claim for repair or replacement or to obtain any other remedy under this Limited Warranty.

D. CarMax reserves the right to inspect the Vehicle prior to authorizing repairs under this Limited Warranty.

Miscellaneous

Refunds for returns pursuant to the Limited Warranty will be made to you and the lienholder, if any, as your interests appear on the records of ownership kept by the Division of Motor Vehicles. If the amount to be refunded will be insufficient to discharge the lien, you shall pay the lienholder the amount which, together with the amount to be refunded by CarMax, will be sufficient to discharge the lien.

This Limited Warranty (consisting of 5 pages) is incorporated into the Used Vehicle Bill of Sale signed by CarMax and you for the purchase of the Vehicle. You acknowledge that you have read all the provisions of this Limited Warranty and fully understand and accept it. You further acknowledge receipt of a copy of this Limited Warranty.

BY: DFB
Buyer Signature

10/30/2024
Date

Co-Buyer Signature

Date

Austin DiMassimo
CarMax Authorized Representative Signature

10/30/2024
Date



BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VOLKSWAGEN
VEHICLE MAKE

PASSAT
MODEL

2019
YEAR

1VWLA7A36KC002247
VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

STOCK # 26325238



IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.



DEALER WARRANTY

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Frame & Body; Engine; Transmission & Drive Shaft;
Differential; Cooling, Electrical, Fuel, Steering,
Suspension, Restraint, Brake and Exhaust Systems,
Gauges; HVAC; Tires; Wheels

DURATION:

90 days or 4,000 miles, whichever comes first.

For a complete copy of our Limited Warranty,
contact a store associate.

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

NJ Lender-Placed Insurance Statement**CARmax****WARNING**

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CREDIT AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE, OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CREDIT AGREEMENT BALANCE. IF THE COST IS ADDED TO THE CREDIT AGREEMENT BALANCE, THE INTEREST RATE ON THE UNDERLYING CREDIT AGREEMENT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND WILL NOT SATISFY NEW JERSEY'S MANDATORY LIABILITY INSURANCE LAWS.

DEVON T BARBERPRINTED BUYER NAMEBY DABBUYER SIGNATURE10/30/2024DATEPRINTED CO-BUYER NAMECO-BUYER SIGNATUREDATENew Jersey Public Law
Chapter 312, C.17:16V-3

10/29/2024 08:40 PM

DMS Tracking # 1611516

Reprint # 2

PF03197
Order #: 325905
Revision Date 03/20



CAF-ED
MIS ID: 98000637

CARMAX CREDIT APPLICATION

Before completing this form please read the directions carefully.

DEALER'S NAME CarMax Auto Superstores, Inc.(Check appropriate box) If you are applying for individual credit and relying on your own assets and income, please complete Section A only.California Residents: A married applicant may If you are relying on income or assets of another person to guarantee repayment of your debt, complete Section A and B.
apply for an individual account. If this is a joint credit application, please complete Sections A and B.

I45196360

A. APPLICANT'S INFORMATION

PRINT FULL LEGAL NAME	FIRST DEVON	MIDDLE T	LAST BARBER	SUFFIX	SOCIAL SECURITY NUMBER 138-04-6917	DATE OF BIRTH 12/31/1997	PHONE NO. (609) 481-7594
PRESENT HOME ADDRESS	NUMBER AND STREET/APT # 135 SAINT JAMES PL, Apt.33			CITY ATLANTIC CITY	STATE NJ	ZIP CODE 08401	LIVED THERE YEARS 00 MONTHS 04
RENT/LEASE OWN LIVE WITH OTHERS OTHER	<input checked="" type="checkbox"/> MORT.PYMT. OR RENT \$650.00			INCOME* \$5,583.00		BASIS: GROSS <input checked="" type="checkbox"/> NET <input type="checkbox"/>	ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY
EMPLOYED BY SELF OTHERS RETIRED	NAME OF EMPLOYER Hard Rock Cafe			BUSINESS PHONE NUMBER (908) 398-2070	POSITION Server	HOW LONG YEARS 00 MONTHS 05	SEMI-MONTHLY BI-WEEKLY WEEKLY
NAME AND ADDRESS OF A PERSONAL REFERENCE NOT LIVING WITH YOU	NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	PHONE NUMBER	
TYPE/SOURCE OF OTHER INCOME*	ADDITIONAL INCOME \$0.00	BASIS: GROSS <input checked="" type="checkbox"/> NET <input type="checkbox"/>	ANNUAL SEMI-ANNUAL MONTHLY	QUARTERLY <input checked="" type="checkbox"/> BI-WEEKLY	SEMI-MONTHLY <input checked="" type="checkbox"/> WEEKLY	*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.	

B. JOINT APPLICANT'S INFORMATION

PRINT FULL LEGAL NAME	FIRST	MIDDLE	LAST	SUFFIX	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PHONE NO.
PRESENT HOME ADDRESS	NUMBER AND STREET/APT #			CITY	STATE	ZIP CODE	LIVED THERE YEARS MONTHS
RENT/LEASE OWN LIVE WITH PARENTS OTHER	<input type="checkbox"/> MORT.PYMT. OR RENT \$			INCOME* \$		BASIS: GROSS <input type="checkbox"/> NET <input checked="" type="checkbox"/>	ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY
EMPLOYED BY SELF OTHERS RETIRED	NAME OF EMPLOYER			BUSINESS PHONE NUMBER	POSITION	HOW LONG YEARS MONTHS	
NAME AND ADDRESS OF A PERSONAL REFERENCE NOT LIVING WITH YOU	NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	PHONE NUMBER	
TYPE/SOURCE OF OTHER INCOME*	ADDITIONAL INCOME \$	BASIS: GROSS <input type="checkbox"/> NET <input checked="" type="checkbox"/>	ANNUAL SEMI-ANNUAL	QUARTERLY MONTHLY	SEMI-MONTHLY BI-WEEKLY	WEEKLY	*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

VEHICLE INFORMATION

YEAR 2019	MAKE VOLKSWAGEN	MODEL PASSAT	BODY STYLE 4D SEDAN	VIN 1VWLA7A36KC002247	MILEAGE 85,910
CASH PRICE	\$17,196.37	DOWN PAYMENT	\$2,500.00	"TRADE IN" CREDIT \$0.00	AMOUNT FINANCED \$14,696.37

I represent that the information in this credit application is complete and accurate in all respects. I authorize CarMax to forward this application to any financial institution that may purchase a resulting sales finance contract. I also authorize CarMax and the financial institutions to gather whatever information from whatever source it considers necessary and appropriate. This includes, among other things, verifying income and employment information, and obtaining consumer credit reports from consumer reporting agencies. I understand that this means multiple financial institutions will separately obtain and review consumer credit reports about me. This authorization is for this transaction only, but I understand that this application may be submitted more than once. **Ohio Customers:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

BY: DAB

10/30/2024

Applicant

Co-Applicant

Date

We intend to apply for joint credit.

Applicant

Co-Applicant

(11/19)



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DMS Tracking #: 1611523
Order #: 326905

MIS ID: 100000

Reprint #: 2

PFF855

Agreement to Provide Physical Damage Insurance

CARMAX

CARMAX.COM

I understand that to provide protection from serious financial loss should an accident or damage occur, my Retail Installment Contract requires that the vehicle be continuously covered by insurance as set forth below. The failure to maintain such insurance coverage may give the lienholder the right to declare the entire unpaid balance immediately due and payable. I agree that I am solely responsible for making arrangements for, obtaining and maintaining the required insurance coverage. I also understand that CarMax will not make arrangements for my required insurance coverage, nor are the premiums included in the monthly installments I will pay under the Retail Installment Contract. Accordingly, I agree to arrange for the required insurance coverage through the insurance company shown below and will request my agent to note the lienholder's interest in the vehicle and endorse the policy with loss payable endorsement in favor of the lienholder.

I understand that if, for any reason, the required insurance coverage as designated below is not continuously maintained, the lienholder, may at its option, secure insurance according to the terms of my Retail Installment Contract. This does not relieve me, however, from securing and maintaining the required insurance coverage. I further understand that the amount of such coverage obtained by the lienholder may be limited to the amount I owe for the vehicle under the Retail Installment Contract, and that such insurance coverage will not provide any additional liability coverage. Additionally, I understand that I will be required to pay the lienholder all amounts advanced for such insurance according to the terms of the Retail Installment Contract.

By signing below, I agree to promptly secure the required insurance coverage and understand that if I do not obtain the required insurance coverage, the finance company that has agreed to finance my Retail Installment contract may refuse to fund the financing.

Lienholder

Exeter Finance, LLC

(800) 243-0705

Bank/Financial Institution

Telephone Number

P.O. Box 166008 Irving, TX 75016

Address (Number, Street, City, State, Zip Code)

Required Coverage: Collision and Comprehensive or Fire, Theft and Combined Additional Coverage and Maximum Deductibles - \$1000.

Purchaser/Insured

DEVON T BARBER

(609) 481-7594

Purchaser Name (First, Middle, Last)

135 SAINT JAMES PL, Apt. 33, ATLANTIC CITY, NJ 08401

Telephone Number

B05431658312972

Address (Number, Street, City, State, Zip Code)

Driver's License Number

Insurance in Name of (First, Middle, Last)

Telephone Number

Address (Number, Street, City, State, Zip Code)

Driver's License Number

Vehicle Insured

2019 VOLKSWAGEN

Year

4D SEDAN

Body

PASSAT

Model

26325238

CarMax Stock No.

1VWLA7A36KC002247

Vehicle Identification Number

Vehicle Use

 Private Passenger Commercial Auto All Other (Type)

Insurance Agent/Carrier Information - Dealer Confirmation

PROGRESSIVE

PROGRESSIVE

(877) 246-7814

Agent Name

Carrier

Telephone Number

TAMPA, FL 33631

Address (Number, Street, City, State, Zip Code)

Agent's Comment

988653768

Policy/Binder Number

 Yes No

Loss Payee

Effective Date
From

10/29/2024

To

04/29/2025

Coverage

 Yes No Collision \$500.00 Yes No Comprehensive \$500.00 Yes No Fire/Theft

Deductible

Deductible

Insurance will be verified by Lender sometime in the next 7 days. The failure to have insurance as provided on this form will result in rejection of your financing and immediate return of the vehicle voluntarily or by repossession.

X BY: DFB

10/30/2024 X

Purchaser

Date

Joint Purchaser

Date

By: Austin DiMaggio

CarMax Representative

Order #: 325905

DMS Tracking #: 1611524

Reprint #: 2

07/19 PFF418

MIS ID: 2100000



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NEW JERSEY CUSTOMER LETTER



CONGRATULATIONS ON YOUR RECENT PURCHASE. PLEASE TAKE A MINUTE TO READ AND SIGN THE FOLLOWING. IT CONTAINS IMPORTANT INFORMATION ABOUT OUR POLICIES FOR PROCESSING YOUR TITLE & REGISTRATION.

- If you have paid cash or check for your vehicle, after the seven (7) day hold: We will verify that your check has cleared. All title and registration documents will then be delivered to the MVC for processing. Once the title and registration process has been completed, CarMax will mail the permanent registration and title information to the address you have provided below.
- If you financed your vehicle, either through your lien holder or dealer arranged financing, after the seven (7) day hold: your vehicle title and your state's title and registration application will be delivered to the MVC for processing. Once the title and registration process has been completed, CarMax will mail the permanent registration information to the address you have provided. The title will be sent to your Lien Holder in order to secure their interest in your loan.
- **Once you receive the registration for your new vehicle, please adhere to the following steps regarding the license plate for your vehicle.**
 - If the vehicle already has a tag registered to it, simply remove the Temporary Tag on the rear of the vehicle in order to display the vehicle license plate.
 - If you transferred a license plate to the new vehicle, please remove the Temporary Tag and install the tag you had transferred to the rear of the vehicle.

Please do not complete any of the above steps unless you have received the new registration information for the vehicle you purchased.

You have provided the following address where the title and registration paperwork will be mailed:

135 SAINT JAMES PL, Apt. #33, ATLANTIC CITY, NJ 08401

I HAVE READ THE ABOVE AND AGREE TO PROPERLY COMPLETE THE TITLE AND REGISTRATION PROCESS WITHIN 30 DAYS.

BY: DAB
Customer Signature

10/30/2024
Date

If you have any questions, please feel free to contact our office at: (856) 234-7307





10/29/2024 08:40 PM



The CarMax Limited Warranty

Purchaser (Buyer/Co-buyer, you)	Dealer - CarMax Auto Superstores, Inc. ("CarMax")	Vehicle ("the Vehicle")
DEVON T BARBER 135 SAINT JAMES PL, Apt. #33 ATLANTIC CITY, NJ 08401 (609) 481-7594 Vehicle purchase date: 10/30/2024	531 ROUTE 38 WEST MAPLE SHADE, NJ 08052 (856) 234-7307	Year: 2019 Make: VOLKSWAGEN Model: PASSAT VIN: 1VWLA7A36KC002247 Stock No.: 26325238 Odometer reading: 25,910

CarMax provides you with a Limited Warranty for 90 days or 4,000 miles, whichever comes first ("Limited Warranty") with an extension for any time period during which the Vehicle is waiting for CarMax or its agent to begin or complete repairs of a material defect of the Vehicle ("Limited Warranty Period").

Limited Warranty Terms

CarMax agrees to repair or replace any covered part of the Vehicle upon failure or malfunction of a Covered Part specified in 2 below, subject to the following terms, conditions, exclusions, and limitations.

ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. No other warranty of any kind is made unless expressly provided herein. To the extent allowed by applicable law, CarMax shall not be liable for any damages relating to loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Prior written or oral statements, negotiations, communications or representations regarding warranties have been merged into or superseded by this writing, and if not included in this writing, they shall not be binding. This is the total agreement about any and all warranties provided by CarMax relating to the Vehicle. This Limited Warranty is a part of your contract to purchase the Vehicle, and is supplemented by the Buyers Guide.

1. ***Who is covered by the Limited Warranty?*** Only the purchaser(s) named above. The Limited Warranty is not transferable or enforceable by any other person.

2. ***What parts of the Vehicle are covered by this Limited Warranty?*** This Limited Warranty provides mechanical breakdown coverage for the vehicle you purchased from CarMax (the "Vehicle"). The provisions of this Limited Warranty shall be interpreted to provide at least the minimum benefits provided for under N.J.S.A. §§ 56:8-69 through 56:8-72 and N.J.A.C. § 13:45A-26F. If any of the parts identified below (the "Covered Parts," beginning on Page 2) experiences a breakdown during a period of 90 days or 4,000 miles from the date the Vehicle was purchased, whichever comes first, CarMax will, at no charge, repair or replace any such Covered Parts. Repairs will be made with parts of like kind and quality. Replacement parts and/or components need not be new or from the original equipment manufacturer, but may be aftermarket, used, or rebuilt, which will be guaranteed serviceable. A "breakdown" or "mechanical breakdown" means the failure of any original or like replacement Covered Part to work as it was designed to work in normal service. Reduced operation or reduced performance due to normal wear and tear of a Covered Part shall not be considered a breakdown. This Limited Warranty does not constitute a written affirmation of fact or promise by CarMax that the material or workmanship of a Covered Part, the Vehicle or any of its other parts are free of any defects or will meet a specified level of performance, duration, or use.

**RETAIL INSTALLMENT CONTRACT****Consumer Credit Sale**Contract Number 152651386Contract Date 10/30/2024Seller CarMax Auto Superstores, Inc.

In this Contract, the words "you" and "your" mean anyone signing this Contract as a Buyer or Co-Buyer. The words "we", "us", and "our" mean the Seller or anyone to whom the Seller transfers its rights under this Contract. You understand that you may buy the Vehicle described below for cash or credit. By signing this Contract, you choose to buy the Vehicle on credit under the terms and conditions on all pages of this Contract. If there is a Buyer and a Co-Buyer, you are each individually liable to us for any amount due under this Contract.

Buyer DEVON T BARBERName 135 SAINT JAMES PL, Apt.33 Address MAPLE SHADE, NJ 08052Co-Buyer N/AName N/A Address ATLANTIC CITY, NJ 08401Name N/AName N/A Zip Code N/AName N/A</div

RETAIL INSTALLMENT CONTRACT**Other Important Agreements**

Your Representations. You promise that you have given true and correct information in your credit application. You understand that in entering this Contract we have relied on the representations you have made to us. Upon request, you agree to provide us with documents and other information necessary to verify any item contained in your credit application.

Applicable Law. Federal law and the law of the State of New Jersey apply to this Contract. If any provision is not valid, all others stay valid to the extent allowed by applicable law.

Late Charge. You will pay a late charge as described in the Late Charge section on Page 1 of this Contract.

Returned Check Charge. You will pay a returned check fee of \$20 for any check payment that your financial institution returns for insufficient funds in your account.

Care, Use, and Location of the Vehicle. You agree to pay us all you owe under this Contract even if the Vehicle is damaged, destroyed, or missing. You agree to keep the Vehicle in good condition and repair. If there is any loss or damage to the Vehicle, you will give us prompt written notice of the loss or damage. You agree not to use the Vehicle for hire or to sell, rent, lease, or transfer any interest in the Vehicle or this Contract. You agree that you will not permit the Vehicle to be used in any illegal manner or expose the Vehicle to misuse, seizure, confiscation, or involuntary transfer. The Vehicle will be kept at the address you provided to us in this Contract as shown on Page 1. You agree to notify us in writing of any change in your address or the location at which the Vehicle is regularly located. You are not allowed to remove the Vehicle from the United States. You may, however, take the Vehicle to Canada as long as it is for a period of 30 days or less.

Insurance Requirements. You agree to have physical damage insurance covering loss or damage to the Vehicle as long as amounts are owed under this Contract. The insurance must have comprehensive, collision, fire, and theft coverage in amounts acceptable to us and with the minimum available deductible. All required insurance must be with a properly licensed insurer reasonably acceptable to us and must name us as an additional insured and loss-payee. You agree to give us evidence of all required insurance promptly upon request. You agree that any insurance proceeds payable due to damage or loss of the Vehicle will be paid directly and solely to us. At our choice, we may use the insurance proceeds to repair the Vehicle or to pay amounts owed under this Contract. You agree that we may settle any insurance claim or sign any insurance checks on your behalf as necessary and if allowed by law.

Failure to Maintain Insurance. If you fail to maintain the required physical damage insurance, we may buy it for you. To the extent required by law, we will either buy insurance that covers both your interest and our interest in the vehicle or we may buy insurance that only covers our interest in the Vehicle and be limited to what you owe under this Contract at the time. If we buy insurance that covers only our interest in the Vehicle, the insurance we obtain may not cover your interest in the Vehicle or any loss that you incur. We will charge you for any insurance we purchase. The insurance we buy may cost more than the insurance you could buy on your own. The charge for the insurance will be the amount advanced for it and a finance charge at the Annual Percentage Rate shown on Page 1 of this Contract or, if less, the highest rate allowed by law.

Security Interest. You give us a security interest in the Vehicle, any proceeds received for the Vehicle, and any accessories, equipment, and replacement parts installed on the Vehicle. You also give us a security interest in any insurance, service, or other contracts we finance for you and all proceeds from any insurance, service, or other contracts on the Vehicle, including refunds of premiums or charges from the contracts we finance for you. The security interest you are giving us secures all amounts owed by you under this Contract and all the other agreements you have made in this Contract.

Optional Service or GAP Contracts. This Contract may contain charges for an optional service or GAP contract. If you are in default under this Contract, you agree that we may claim benefits under any optional contract or cancel it to obtain a refund for unearned charges and reduce amounts you owe. If you cancel an optional contract, you authorize us to receive any refund for unearned charges and apply it to what you owe under this Contract.

"Trade-In" and Downpayment. You promise that you own and have valid title to any vehicle you sold to us as a "Trade-In." You represent that any "Trade-In" vehicle is free from any lien or security interest except as you have disclosed to us in writing. You promise that you have made the downpayment shown in the itemization of Amount Financed on Page 1 of this Contract and that you have not borrowed it.

Title, Taxes, and Other Charges. You agree to make sure that the title to the Vehicle shows our security interest. You also agree that we will be the only party with a security interest in the Vehicle and that our security interest will be the only security interest that appears on the title. You agree that you are, or will be, the registered owner of the Vehicle and that you will comply with all registration, licensing, tax, and title laws that apply to the Vehicle. You agree to pay when due all taxes, fees, repair bills, storage bills, fines, assessments, and other charges relating to the Vehicle. At our choice, we may pay any of these items to protect our interest in the Vehicle. If we do so and if allowed by law, you agree to repay us at our request.

Default and Required Repayment In Full. You will be in default if you fail to make any payment required by this Contract. You will also be in default if you break any other promise you have made in this Contract or if a bankruptcy or insolvency proceeding is initiated by you or against you. If you default we may require that you pay all you owe on this Contract at once. All amounts owed following your default will continue to accrue finance charge or interest at the Annual Percentage Rate shown on Page 1 of this Contract or the highest rate allowed by law until paid in full.

Other Remedies Upon Default. Upon your default we may take (repossess) the Vehicle from you as long as we do so peacefully. All accessories, equipment or replacement parts will remain with the Vehicle following repossession.

Getting the Vehicle and Property Back After Repossession. If we repossess the Vehicle, you have the right to get it back until we sell it. This is your right to redeem. We will tell you what you need to do or how much you need to pay to redeem the Vehicle. If any personal property is in the Vehicle, we will store it for you at your expense. If you do not pick up your personal property, we will sell it if the law allows us to do so.

Sale of the Repossessed Vehicle. We will send you a written notice of sale before we sell the Vehicle. We will apply money from a sale to our expenses and then to amounts you owe under this Contract. Our expenses may include costs incurred by us in repossessing the Vehicle, holding and storing it, preparing it for sale, and selling it, if permitted by law. If there is money left over, we will pay it to you unless we are required to pay it to someone else. If there is not enough money to pay all you owe, you will have to pay us the remaining balance.

Collection Costs. You agree to pay our reasonable attorney's fees, plus court costs, if we refer this Contract for collection or enforcement to an attorney who is not our salaried employee. If the cash price for the goods purchased under this Contract is \$10,000 or less, attorney's fees will not exceed \$100 plus 10% on the amount due in excess of \$500 under this Contract at the time of the referral.

Application of Payments and Partial Prepayments. We may apply each payment to earned and unpaid finance charge and to other amounts you owe under this Contract in any order we choose. If you make a partial prepayment you must still continue to make your regular monthly payments as scheduled in this Contract.

Delay in Enforcing Rights. We will not lose any of our rights under this Contract if we delay or refrain from enforcing them. For example, we may extend the time for making some payments without extending others. Our acceptance of any late or partial payment does not excuse your late or partial payment or mean that you may continue to make late or partial payments.

Communications. You agree that we may monitor and record telephone calls regarding this Contract. You expressly consent that we may contact you (by calls, emails, text messages or other electronic messages) for any purpose related to this Contract by any means, including but not limited to the use of prerecorded/artificial voice messages or automatic telephone dialing devices. Your express consent applies to any email addresses or telephone numbers we obtain or you provide in any manner and at any time, including emails addresses or cellular telephone numbers for which you may incur voice, data or other charges.

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 2. By initialing below you represent that you have read and agree to all provisions on all pages.

Buyer's Initials DTB

Co-Buyer's Initials _____

RETAIL INSTALLMENT CONTRACT**Other Important Agreements**10/29/2024 08:40 PM
DMS Tracking # 1011515

Reprint # 2

**ARBITRATION PROVISION**

This Arbitration Provision describes when and how a Claim (defined below) shall be arbitrated. Arbitration is a way of resolving disputes before one or more neutral persons, instead of having a trial in court before a judge and/or jury. By signing this Contract, you and we agree to be bound by the terms of this Arbitration Provision.

For purposes of this Arbitration Provision, references to "we," "us" and "our" mean the Seller, including its respective subsidiaries, affiliates, agents, employees and officers, or anyone to whom the Seller transfers its rights under the Contract.

IF YOU OR WE CHOOSE ARBITRATION, THEN ARBITRATION SHALL BE MANDATORY, AND:

- **ANY CLAIM WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.**
- **DISCOVERY AND RIGHTS TO APPEAL ARE LIMITED BY THE ARBITRATION RULES OF THE ARBITRATION ADMINISTRATOR.**
- **YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION ("CLASS ACTION WAIVER").**
- **OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

a. What Claims are Covered. A "Claim" is any claim, dispute or controversy between you and us that in any way arises from or relates to this consumer credit sale, the purchase you are financing by way of this Contract, the Vehicle and related goods and services that are the subject of the purchase and this Contract, or the collection or servicing of this Contract, including but not limited to:

- Initial claims, counterclaims, cross-claims and third-party claims;
- Disputes based on contract, tort, consumer rights, fraud and other intentional torts (at law or in equity, including any claim for injunctive or declaratory relief);
- Disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and
- Disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Contract, subject to paragraph (f) of this Arbitration Provision.

b. Commencing Arbitration. Either you or we may require any Claim to be arbitrated by first sending to the other party by certified mail, a written notice of dispute ("Notice"). This Notice shall (1) describe the nature and basis of the Claim and (2) set forth the specific relief sought. If we do not reach an agreement to resolve the Claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding.

Arbitration of a Claim must comply with this Arbitration Provision and the applicable rules and procedures of the arbitration Administrator. Arbitration is not mandatory for an individual Claim that you or we may choose to bring in small claims court or the state's equivalent court, if any. If that Claim is transferred, removed or appealed to a different court, you or we then may choose arbitration.

c. Choosing the Administrator. If you initiate the arbitration proceeding, you may choose either of the following arbitration Administrators: (1) American Arbitration Association, 120 Broadway, New York, NY 10271, www.adr.org, (800) 778-7879 or, (2) JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, (800) 352-5267. The Administrator you choose will have rules that apply to the proceeding. Important information regarding the arbitration process and more complete information regarding arbitration procedures may be found at either Administrator's website. If the Administrator you choose is unable or unwilling or ceases to serve as the Administrator, you or we may choose another Administrator, subject to the other's approval. In all cases, any arbitrator must be a lawyer or a retired judge with at least 10 years of legal experience. If we initiate the arbitration proceeding, we will give you 20 days to choose the Administrator. If you do not choose the Administrator within that time, we will choose one for you. No matter which Administrator is chosen, you shall have the right to be represented by an attorney of your own choosing, subject to any limitations in the Administrator's rules.

d. Choosing the Location. Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

e. Paying for Arbitration. Each Administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an Administrator, you should carefully review the fees charged by the Administrator. The fees and costs of any arbitration, including any initial filing fees, shall be paid in accordance with the rules and procedures of the Administrator. Each party must pay the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law or the Administrator's rules, procedures or standards provide otherwise.

f. Class Action Waiver. You give up your right to participate in a class action. This means that you may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any Claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's Claim or Claims. Notwithstanding any other part of this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator. If a court limits or voids the Class Action Waiver, then this entire Arbitration Provision (except for this paragraph) will be null and void.

g. Right to Discovery. The parties shall have the right to discovery of non-privileged information and documents relevant to the Claim, subject to the rules and procedures of the Administrator.

h. Arbitration Result and Right of Appeal. Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. In response to a timely request from either party, the arbitrator must provide a brief written explanation of the basis for any award. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. Any party can appeal the award to a three-arbitator panel administered by the Administrator, which must reconsider any aspect of the initial award requested by the appealing party. Reference in this Arbitration Provision to the "arbitrator" means the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, unless applicable law or the Administrator's rules provide otherwise. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

i. Governing Law. This Arbitration Provision is governed by the Federal Arbitration Act and not by any state arbitration law. The arbitrator must apply applicable statutes of limitations and claims of privilege recognized at law, and applicable substantive law consistent with the Federal Arbitration Act. The arbitrator is authorized to award all individual remedies permitted by the substantive law that would apply if the action were pending in court.

j. Rules of Interpretation. This Arbitration Provision survives the repayment of all amounts owed to us, the transfer of the Contract, and any bankruptcy by you, to the extent not inconsistent with applicable bankruptcy law. Except as provided in paragraph (f), if any part of this Arbitration Provision is determined to be invalid or unenforceable, this Arbitration Provision and the Contract will remain enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Contract or any other contract between you and us, this Arbitration Provision will govern.

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 3. By initialing below you represent that you have read and agree to all provisions on all pages.

Buyer's Initials DTB

Co-Buyer's Initials _____

RIC9030
Rev. Date 04/20

MIS ID:7234015

RETAIL INSTALLMENT CONTRACT

Other Important Agreements

NO LIABILITY INSURANCE INCLUDED

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

PROPERTY INSURANCE: YOU ARE REQUIRED TO OBTAIN AND MAINTAIN INSURANCE ON THE VEHICLE, ENDORSED TO PROTECT US AS LOSS-PAYEE. YOU MAY OBTAIN THE INSURANCE FROM ANY AGENT OR INSURANCE COMPANY YOU CHOOSE REASONABLY ACCEPTABLE TO US.

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

YOUR INSURANCE INFORMATION

LIENHOLDER/LOSS-PAYEE	Exeter Finance, LLC	INSURED'S NAME	DEVON T BARBER
PHYSICAL DAMAGE DEDUCTIBLES – COMPREHENSIVE	\$ 500.00	COLLISION	\$ 500.00
INSURANCE COMPANY	PROGRESSIVE		
POLICY NUMBER	988653788	EFFECTIVE DATE	10/29/2024
INSURANCE AGENT NAME	PROGRESSIVE	EXPIRATION DATE	04/29/2025
		TELEPHONE NUMBER	(877) 246-7814

You agree that you have or will obtain the required insurance coverage as shown above and you acknowledge that this is required by the Insurance Requirements section on Page 2 of this Contract.

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

SPANISH TRANSLATION: GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The following notice applies only to purchases primarily for personal, family, or household purposes.

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.

VEHICLE RETURN POLICY

You may return the Vehicle to CarMax for a refund within 7 calendar days if the condition of the Vehicle does not change. This policy only applies to used vehicles.

ENTIRE AGREEMENT

This Contract contains the entire agreement between you and us relating to this Contract. We may agree to extend or defer a payment and provide you written confirmation. Any other change to this Contract must be in a writing signed by us. No oral modifications to this Contract are binding.

ELECTRONIC DISCLOSURE

If checked, you agree to use electronic records and electronic signatures to document this Contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this Contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper. If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local laws and regulations.

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 4. By signing below you represent that you have read and agree to all provisions on all pages, including the Arbitration Provision on Page 3 of this Contract.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

You acknowledge receipt of a completely filled-in copy of this Contract and any optional GAP Waiver Agreement, each of which has been signed by the Seller.

Seller CarMax Auto Superstores, Inc.

Buyer's Signature BY DEB

By Austin DiMassimo

Co-Buyer's Signature _____

ASSIGNMENT

Seller hereby sells, assigns and transfers to Exeter Finance, LLC (Assignee) this Contract, all obligations of Buyer and Co-Buyer hereunder, all rights, powers, and privileges herein given to Seller, and all right, title, and interest of Seller in and to the property securing this Contract. If on the date of this assignment there is in effect a Dealer Agreement between Seller and Assignee pertaining to the sale of contracts to Assignee by Seller, the sale and assignment of this Contract to Assignee is made subject to all the terms and conditions of that Dealer Agreement.

Seller/Assignor Austin DiMassimo

Date 10/30/2024 Title CarMax Associate

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CARMAX531 ROUTE 38 WEST
MAPLE SHADE, NJ 08052**USED VEHICLE BILL OF SALE**

In this Used Vehicle Bill of Sale ("Contract"), the words "you" and "your" means anyone signing this Contract as a Buyer or Co-Buyer. The words "CarMax," "we," "us," and "our" means the Seller, CarMax Auto Superstores, Inc.

Buyer DEVON T BARBER

Name

135 SAINT JAMES PL, Apt. #33

ATLANTIC CITY, NJ 08401

Address

Zip Code

Co-Buyer N/A

Name

N/A

Address

N/A

Zip Code

You are purchasing this used vehicle (the "Vehicle"):

Year: 2019 Make: VOLKSWAGEN
 Model: PASSAT Body Style: 4D SEDAN
 Color: BLACK Stock No.: 26325238
 Mileage: 85,910 VIN: 1VWLA7A36KC002247

Liability insurance is not included. You attest that you currently maintain or have arranged for at least the minimum motor vehicle liability insurance required by state law with this insurance company:

Insurance Co. PROGRESSIVE
 Policy No. 988653768 Eff. Date 10/29/2024
 Agent Name PROGRESSIV Phone (877) 246-7814
 Address PO BOX 31260
 City/State/Zip TAMPA, FL 33631

A Trade-In Credit is being credited for the following vehicles ("Trade-In"):

Year: N/A Make: N/A

Model: N/A Body Style: N/A

VIN: N/A Mileage: N/A

Year: N/A Make: N/A

Model: N/A Body Style: N/A

VIN: N/A Mileage: N/A

Limited Warranty: The Vehicle is covered by CarMax's Limited Warranty for 90 days or 4,000 miles, whichever comes first. The Limited Warranty is part of this Contract. Please read the Limited Warranty for important details.

LIMITATION OF WARRANTIES: CARMAX MAKES NO EXPRESS WARRANTIES OTHER THAN THE LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, APPLICABLE TO THE VEHICLE AND PRODUCTS SOLD HEREUNDER ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. To the extent permitted by law, CarMax shall not be liable for any damages relating to the loss of use of the Vehicle or products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. Any and all warranties are extended only to the original purchaser(s). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SAFETY RECALLS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THE SAFETY RECALL STATUS BEFORE PURCHASE OF THE VEHICLE. CARMAX URGES BUYER TO HAVE ANY SAFETY RECALL WORK DONE IMMEDIATELY FOLLOWING PURCHASE. CARMAX ASSUMES NO RESPONSIBILITY TO INSPECT FOR, REPAIR OR IMPLEMENT RECALLS.

By signing, you acknowledge reading the entire Contract (three pages), including any incorporated agreements and the Arbitration Provision, and agree to be bound by all of this Contract's terms and conditions. You certify to being 18 years of age or older and to receiving a fully completed copy of this Contract. This Contract is not binding upon either CarMax or you until signed by an authorized CarMax representative.

BY: DAB
BUYER SIGNATURE

10/30/2024

DATE

CO-BUYER SIGNATURE

DATE

Austen DiMassimo
CARMAX AUTHORIZED REP. NAME

Order #: 325905
NJ BO Rev. Date 05/19



Austen DiMassimo
CARMAX AUTHORIZED REP. SIGNATURE

Reprint #: 2 DMS Tracking #: 1611518
10/29/2024 08:40 PM

10/30/2024
DATE
MIS ID: 7234005
PFF 2073
Legal CAA

USED VEHICLE BILL OF SALE

7-DAY RETURN POLICY: You may return the Vehicle to CarMax for a refund within seven (7) days assuming the condition of the Vehicle does not change. If you return the Vehicle, CarMax will refund any money paid to CarMax as reflected on this Contract, but will not refund any costs or charges not reflected in this Contract, including, but not limited to, finance company charges.

ODOMETER: Unless otherwise indicated, the odometer mileage listed on the Odometer Disclosure Statement on the title (or separate Odometer Disclosure Statement) to the Vehicle is based on the best knowledge and belief of CarMax. You agree that CarMax shall have no liability to you under the Contract or otherwise if the odometer is determined to be inaccurate for reasons beyond the control of CarMax and without CarMax's actual knowledge. This paragraph does not limit the applicability of CarMax's Clean Title Guarantee, which is included as part of this Contract, or any remedies afforded you thereunder.

TITLE: CarMax represents and attests, in accordance with the requirements of N.J.S.A. § 39:10-9, that, at the time of sale, CarMax has the right to obtain and transfer title in the Vehicle, and that all items noted on the Certificate of Title for the Vehicle have been satisfied. This paragraph is intended only to satisfy the requirements of N.J.S.A. § 39:10-9, and is not intended to provide any additional promise, warranty, or guarantee other than that which is necessary to satisfy the statute.

PAYMENTS MADE TOWARD PURCHASE OF THE VEHICLE: If you do not meet your obligations, you may lose the Vehicle you purchased from us. If any payment made by you toward the purchase of the Vehicle (for example, the down payment or a voucher or a CarMax draft) is returned or voided, you agree that you will pay CarMax the amount of that payment within 24 hours of receiving notice. Notice may be written or oral. Payments must be in cash or certified funds. You will be required to pay the amount of the returned check, voided voucher, and/or voided draft plus the maximum NSF fee (if applicable). Alternatively, CarMax may, at its sole discretion, permit you to return the vehicle within 24 hours of giving you written or oral notice. In either event, if return or payment does not occur within 24 hours of written or oral notice to you, you agree that CarMax may choose to exercise one of two options: (1) CarMax may hold you immediately liable for the full unpaid amount or (2) CarMax may cancel this Contract, immediately retake possession of the Vehicle, and collect from you any and all reasonable costs and expenses incurred by CarMax in retaking the Vehicle. Upon return or retaking the Vehicle, you agree to pay for any damage to the Vehicle that occurred while it was in your possession or control. You also agree to pay a use fee of \$0.20 per mile based on the difference between the mileage on the Vehicle as stated on the first page of this Contract and the mileage shown on the Vehicle at the time of return or retaking.

DRIVER'S LICENSE / ID AUTHORIZATION: You expressly consent to CarMax copying, retaining and using information from your driver's license or government identification card, including personal information, by means of photocopy, scan, swipe, accessing machine-readable information, or otherwise.

PRIVACY POLICY: By purchasing the Vehicle you acknowledge and agree to the terms of CarMax's privacy policy found at <https://www.carmax.com/privacy-policy>, as it may be revised by CarMax from time to time. You acknowledge you have access to and an opportunity to read the privacy policy.

CARMAX LOGOS AND INSIGNIAS: By signing this Contract, you consent to CarMax's placement of a CarMax insignia, logo, license plate frame, and/or plate on the Vehicle. If you do not consent, please inform a CarMax representative and any and all insignias, logos, license plate frames, and/or plates will be removed and the Vehicle will be restored to its original appearance at no cost to you.

COMMUNICATIONS: You agree that we may monitor and record telephone calls between you and CarMax. You expressly consent that we may contact you (by calls, emails, text messages, or other electronic messages) by any means, including but not limited to the use of prerecorded/artificial voice messages or automatic telephone dialing devices. Your express consent applies to any email addresses or telephone numbers we obtain or you provide in any manner and at any time, including email addresses, residential or cellular telephone numbers for which you may incur voice, data, or other charges.

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 VEHICULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

ARBITRATION PROVISION: This Arbitration Provision describes when and how a Claim (defined below) shall be arbitrated. Arbitration is a way of resolving disputes before one or more neutral persons, instead of having a trial in court before a judge and/or jury. By signing this Contract, you and we agree to be bound by the terms of this Arbitration Provision.

For purposes of this Arbitration Provision, references to "we," "us" and "our" mean the Seller, including its respective subsidiaries, affiliates, agents, employees and officers, or anyone to whom the Seller transfers its rights under the Contract.

IF YOU OR WE CHOOSE ARBITRATION, THEN ARBITRATION SHALL BE MANDATORY, AND:

- ANY CLAIM WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- DISCOVERY AND RIGHTS TO APPEAL ARE LIMITED BY THE ARBITRATION RULES OF THE ARBITRATION ADMINISTRATOR.
- YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION ("CLASS ACTION WAIVER").
- OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

a. What Claims are Covered. A "Claim" is any claim, dispute or controversy between you and us that in any way arises from or relates to this sale and/or this Contract or the Vehicle and related goods and services that are the subject of the purchase and this Contract or the collection or servicing of this Contract, including but not limited to:

- Initial claims, counterclaims, cross-claims and third-party claims;
- Disputes based on contract, tort, consumer rights, fraud and other intentional torts (at law or in equity, including any claim for injunctive or declaratory relief);
- Disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and
- Disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Contract, subject to paragraph (f) of this Arbitration Provision.

USED VEHICLE BILL OF SALE

b. Commencing Arbitration. Either you or we may require any Claim to be arbitrated by first sending to the other party, by certified mail, a written notice of dispute ("Notice"). This Notice shall (1) describe the nature and basis of the Claim and (2) set forth the specific relief sought. If we do not reach an agreement to resolve the Claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding.

Arbitration of a Claim must comply with this Arbitration Provision and the applicable rules and procedures of the arbitration Administrator. Arbitration is not mandatory for an individual Claim that you or we may choose to bring in small claims court or the state's equivalent court, if any. If that Claim is transferred, removed or appealed to a different court, you or we then may choose arbitration.

c. Choosing the Administrator. If you initiate the arbitration proceeding, you may choose either of the following arbitration Administrators: (1) American Arbitration Association, 120 Broadway, New York, NY 10271, www.adr.org, (800) 778-7879 or (2) JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.jamsadr.com, (800) 352-5267. The Administrator you choose will have rules that apply to the proceeding. Important information regarding the arbitration process and more complete information regarding arbitration procedures may be found at either Administrator's website. If the Administrator you choose is unable or unwilling or ceases to serve as the Administrator, you or we may choose the other Administrator. If both Administrators are unable or unwilling or cease to serve as the Administrator, you or we may choose another Administrator, subject to the other's approval. In all cases, any arbitrator must be a lawyer or a retired judge with at least 10 years of legal experience. If we initiate the arbitration proceeding, we will give you 20 days to choose the Administrator. If you do not choose the Administrator within that time, we will choose one for you. No matter which Administrator is chosen, you shall have the right to be represented by an attorney of your own choosing, subject to any limitations in the Administrator's rules.

d. Choosing the Location. Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

e. Paying for Arbitration. Each Administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an Administrator, you should carefully review the fees charged by the Administrator. The fees and costs of any arbitration, including any initial filing fees, shall be paid in accordance with the rules and procedures of the Administrator. Each party must pay the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law or the Administrator's rules, procedures or standards provide otherwise.

f. Class Action Waiver. You give up your right to participate in a class action. This means that you may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any Claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's Claim or Claims. Notwithstanding any other part of this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator. If a court limits or voids the Class Action Waiver, then this entire Arbitration Provision (except for this paragraph) will be null and void.

g. Right to Discovery. The parties shall have the right to discovery of non-privileged information and documents relevant to the Claim, subject to the rules and procedures of the Administrator.

h. Arbitration Result and Right of Appeal. Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. In response to a timely request from either party, the arbitrator must provide a brief written explanation of the basis for any award. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. Any party can appeal the award to a three-arbitrator panel administered by the Administrator, which must reconsider any aspect of the initial award requested by the appealing party. Reference in this Arbitration Provision to the "arbitrator" means the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, unless applicable law or the Administrator's rules provide otherwise. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

i. Governing Law. This Arbitration Provision is governed by the Federal Arbitration Act and not by any state arbitration law. The arbitrator must apply applicable statutes of limitations and claims of privilege recognized at law, and applicable substantive law consistent with the Federal Arbitration Act. The arbitrator is authorized to award all individual remedies permitted by the substantive law that would apply if the action were pending in court.

j. Rules of Interpretation. This Arbitration Provision survives the repayment of all amounts owed to us, the transfer of the Contract, and any bankruptcy by you, to the extent not inconsistent with applicable bankruptcy law. Except as provided in paragraph (f), if any part of this Arbitration Provision is determined to be invalid or unenforceable, this Arbitration Provision and the Contract will remain enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Contract or any other contract between you and us, this Arbitration Provision will govern. However, in the event that you finance this purchase with or through us, the Arbitration Provision in your Retail Installment Contract is controlling and supersedes the terms of this Arbitration Provision.

ENTIRE AGREEMENT: This Contract along with the privacy policy, any Vehicle Purchase/Trade-In Agreement, any Retail Installment Contract, and any Accessories Voucher contains the entire agreement between you and CarMax relating to this Contract. Any other change to this Contract must be in a writing signed by CarMax. No oral modifications to this Contract are binding. Prior written or oral statements, negotiations, communications, or representations about the Vehicle or other products you purchased with this Contract are merged into or superseded by this Contract. Prior written or oral statements, negotiations, communications, or representations about the Vehicle or other products you purchased with this Contract are not binding, unless they are included in this Contract. You acknowledge that CarMax, including its officers, employees, and agents acting on its behalf, has made no promises or representations concerning this Contract other than those that are written in this Contract.

APPLICABLE LAW: The Federal Arbitration Act governs the Arbitration Provision of this Contract. Federal law and the law of the State of New Jersey apply to the rest of this Contract. Except as provided in the Arbitration Provision, if any provision of this Contract is held invalid, such invalidity shall not invalidate the entire contract.

CarMax Store #: 6011

END OF CONTRACT

*** *** *** *** *** *** *** ***

Reprint #: 2 DMS Tracking #: 1611519



10/29/2024 08:40 PM

MIS ID:7234006
NJ BO CAA 05/19

10-DAY MONEY BACK GUARANTEE



Year: 2019 Make: VOLKSWAGEN Model: PASSAT
 Stock No.: 26325238 VIN: 1VWLA7A36KC002247 ("the Vehicle")

This 10-Day Money Back Guarantee means that you may return the Vehicle to the CarMax location where it was purchased for a refund within ten (10) calendar days of your purchase. To qualify for a refund, the condition of the Vehicle must not have changed, except for ordinary wear and tear. If you return the Vehicle, CarMax will refund any money paid to CarMax as reflected in your Contract. This 10-Day Money Back Guarantee is part of your Contract with CarMax, and replaces in its entirety CarMax's 7-Day Return Policy that is stated elsewhere in your Contract. All other terms of the Contract apply to this 10-Day Money Back Guarantee, including, among other terms, the Arbitration Provision.

BY DFB
 BUYER SIGNATURE

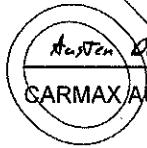
10/30/2024
 DATE

CO-BUYER SIGNATURE

DATE

Austen DiMassimo
 CARMAX AUTHORIZED REP. NAME

10/30/2024
 DATE


 CARMAX AUTHORIZED REP. SIGNATURE



IMPORTANT INFORMATION REGARDING YOUR PURCHASE — MANUFACTURER RECALLS AND ACKNOWLEDGMENT



2019 VOLKSWAGEN PASSAT

1VWLA7A36KC002247

This form is to alert you of the manufacturer safety recalls on your vehicle as reported by the National Highway Traffic Safety Administration (NHTSA) VIN Look-Up Report or directly from the manufacturer's website. This information was reviewed with you by a CarMax Associate and is shown on the copy of the NHTSA Report or the image of the manufacturer's website that was provided to you. Based on your VIN, the NHTSA VIN Look-Up website or manufacturer's website reported the following information on your vehicle:

- No Unrepaired Safety Recalls Reported by NHTSA or Manufacturer
- Unrepaired Safety Recall(s) Reported by NHTSA or Manufacturer
- Unable to Retrieve Safety Recall Information

A CarMax Associate also reviewed an AutoCheck Report with you. AutoCheck provides recall information for some manufacturers:

No Unrepaired Recall(s) Reported by AutoCheck

NHTSA, the vehicle manufacturer, and AutoCheck are independent from CarMax. CarMax does not warrant, guarantee, or make any assurances about information from NHTSA, the vehicle manufacturer, or AutoCheck.

CarMax also recommends that you immediately contact an authorized manufacturer's repair facility to confirm whether there are any unrepaired safety recalls on your vehicle.

If your vehicle is affected by a manufacturer's safety recall, CarMax urges you to have any recall work done by the manufacturer's authorized repair facility immediately following your purchase.

CarMax assumes no responsibility to implement recalls.

You acknowledge that you have read and understand the information on this page.

Thank you for being a CarMax customer.

BY DAFB
BUYER SIGNATURE

CO-BUYER SIGNATURE

10/29/2024

Date

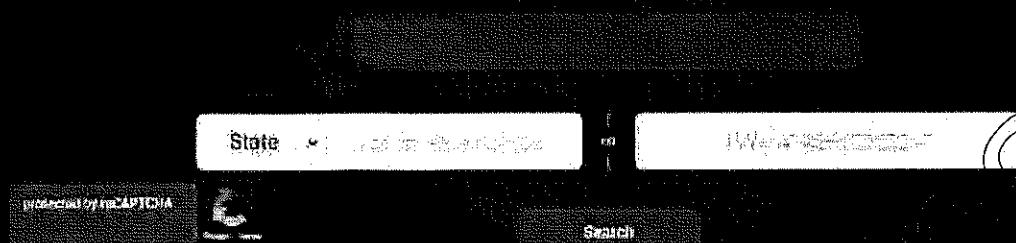
Date





Check for Recalls

Search vehicles, car seats, tires and other equipment for safety recalls, investigations, complaints and manufacturer communication.



Looking for more information on this vehicle?

NHTSA offers more safety information based on a vehicle's year, make and model. Check safety ratings, recommended inspections and other safety issues.

[Learn More](#) 

2019

VW PASSAT GP

WOLFSBURG

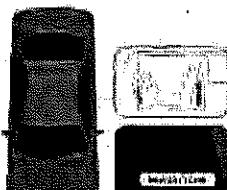
2.0T AUTOMATIC

VIN: 1VWLA7A50CK12247

Recall data last refreshed on Oct 20, 2021

Where's my VIN?

Every vehicle has a unique vehicle identification number, often referred to as a VIN. Look on the lower left of your car's windshield for your 17-character VIN. Your VIN is also located on your car's registration card, and it may be shown on your insurance card.



0 Unrepaired Recalls associated with this VIN

What if my car isn't recalled now? Could it be recalled later?

Even if a manufacturer independently conducts a safety recall or NHTSA orders one, the manufacturer must file a public report describing the safety-related defect or noncompliance. Manufacturers are also required to notify owners by mail within 40 days of notifying NHTSA of a recall decision.

SAFETY RECALL NOTICE



Look for this distinct label to distinguish critical safety recall information from other marketing material.

What information will display in the search results?

- When searching by license plate or VIN, you'll learn if a specific vehicle needs to be repaired as part of a recall.
- When searching by a vehicle's year, make and model, or for car seats, tires or equipment, you'll get general results for recalls, investigations, complaints and manufacturer communications.

What will the license plate and VIN search show?

- An unrepaired recall for a vehicle from certain manufacturers.
- If the vehicle has no unrepaired recalls, you will see the message, "No unrepaired recalls associated with this VIN."

What won't the license plate and VIN search show?

- A safety recall that has already been repaired.
- Some recently announced safety recalls for vehicles not yet with NHTSA are added continuously to please

Live Chat 

Check regularly.

- Safety recalls (for vehicles more than 15 years old, except (where a manufacturer offers more coverage))
- Safety recalls conducted by small vehicle manufacturers, including some luxury brands and specialty applications
- Manufacturer recalls, service or other than safety recalls
- A recall involving an international vehicle

Why is the license plate search result showing a different vehicle?

License plate information is generated from state department of motor vehicles. If the search result shows a vehicle you previously owned, rather than your new vehicle with the same license plate, contact your state DMV to request your vehicle information be updated; in the meantime, you can search for recalls using your vehicle's VIN.

Other search options, including by NHTSA:

You can also search for recalls and safety issues in vehicles by NHTSA ID and complaint. Or, by year.

Get Recall Alerts

Download NHTSA's free SafetyCall app.

When SafetyCall discovers a safety recall for the vehicle(s) equipment you own(s), it will alert you via text or your phone.

You can also sign up for general recall alerts via email.



**Report a Safety Problem
by filing a complaint
with NHTSA**

Have you experienced a vehicle, tire, car seat, or equipment safety problem that could be a safety defect?

If so, you can file a complaint that we will carefully review – like we do with every safety problem submitted to NHTSA. Complaints like yours help us investigate possible defects, which could lead to a safety recall.

**From investigation
to recall**

NHTSA issues vehicle safety standards and requires manufacturers to recall vehicles and equipment that have safety-related defects. Learn about NHTSA's recall process.

01

Complaints

Reporting your problem is the important first step.

Your complaint will be added to a pool of NHTSA's database after personally identifying information is removed.

If the agency receives similar reports from a number of people about the same product, this could indicate that a safety-related defect may exist that would warrant the opening of an investigation.

02

NHTSA conducts an investigation from reported complaints.

Investigation

NHTSA reviews filed complaints from vehicle owners and other information related to alleged defects to decide whether to open an investigation.

DEFECTS

NHTSA conducts an analysis of any petitions calling for defect investigations. If the petition is denied, the reasons for the denial are published in the Federal Register.

DEFECTS

NHTSA opens an investigation of alleged safety defects. It is closed when they notify the manufacturer of recall recommendations or they don't identify a safety-related defect.

RECALL MANAGEMENT

NHTSA monitors the effectiveness and implementation of recalls, including the filing of recall notices with NHTSA, communicating with consumers regarding the recalls, and tracking the completion rate of each recall.

03

Recalls

Initiated safety recalls require a manufacturer's action to announce and remedy the defects.

A recall is issued when a manufacturer or NHTSA determines that a vehicle, equipment, car seat, or tire creates an unreasonable safety risk or fails to meet minimum safety standards. Most decisions to conduct a recall and remedy a safety defect are made voluntarily by manufacturers prior to any involvement by NHTSA.

Manufacturers are required to fix the problem by repairing it, replacing it, offering a refund, or in rare cases repurchasing the vehicle.

Using our VIN lookup tool, you can access recall information provided by the manufacturer conducting the recall which may be unposted yet on NHTSA's site.

How to search by VIN

Recall Spotlight

Recall Spotlight monitors high-profile recalls and offers consumers resources to find and address vehicle recalls.

Recall of millions of vehicles with Takata air bags under recall.

Defects Investigation and Recalls Resources

Quick links to databases, resources and reports related to defects investigations and recalls.

Resources



Roles in the Recall Process

Manufacturer

Manufacturers will notify registered owners by first class mail within 60 days of notifying NHTSA of a recall decision. Manufacturers should offer a proper remedy to the problem.



NHTSA

NHTSA will monitor each safety recall to make sure owners receive safe, fair, and effective remedies from manufacturers according to the Safety Act and Federal regulations.

You (owner)

You'll be notified of a recall from the manufacturer. When you receive a notification, follow any interim safety guidelines provided by the manufacturer and contact your local supplier to obtain a recall part for free.

This For Your Safety

Interim safety guidelines, recall of a part or a vehicle, or a defect in a vehicle or part that may pose a safety hazard to the public are issued by the National Highway Traffic Safety Administration (NHTSA). These guidelines are issued to help you protect yourself and your passengers. They are not mandatory and are not intended to be a substitute for the manufacturer's instructions.

Motor Vehicle Safety Defects And Recalls - What Every Vehicle Owner Should Know

Download this brochure to get more information about how and why recall campaigns are conducted, and to know your rights and responsibilities when a vehicle or item of motor vehicle equipment is recalled.



National Highway Traffic
Safety Administration

1200 New Jersey Avenue, SE
Washington, D.C. 20590

(202) 364-2000

U.S. Department
of Transportation



Your Credit Report and the Price You Pay for Credit

(Page 1 of 2)

Transaction Information: 26325238

 Applicant
 2019 VOLKSWAGEN PASSAT

What is a credit report?	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report?	We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact Experian which is the consumer reporting agency from which we obtained your credit report. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact: By telephone: Call toll-free: (866) 200-6020 By mail: Mail your written request to: Experian P.O. Box 2002 Allen, TX 75013-3701 On the web: Visit www.experian.com
How can you get more information about credit reports?	For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's website at www.federalreserve.gov , or the Federal Trade Commission's website at www.ftc.gov .

Your Credit Score and Understanding Your Credit Score (Page 2 of 2)

Your Credit Score	
Your credit score	562 Source: Experian Date: 10/29/2024
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we're offering you. Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 250 to a high of 900
Key factors that adversely affected your credit score	SERIOUS DELINQUENCY TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON REVOLVING ACCOUNT TOO MANY INQUIRIES LAST 12 MONTHS

Purchase Details



DEVON T BARBER

10/30/2024

Vehicle

 Vehicle: 2019 VOLKSWAGEN PASSAT
 Odometer: 85,910
 VIN #: 1VWLA7A36KC002247

Store

 CARMAX - MAPLE SHADE
 531 ROUTE 38 WEST
 MAPLE SHADE, NJ 08052
 8562347307
 Sales: BRITTANY LEON

Financing

 Exeter Finance, LLC
 (800) 321-9637
 Payment: \$437.58
 Due Date: 12/13/2024

Service

 531 Route 38 West
 Maple Shade, NJ 08052
 Mon-Fri 7:30-6
 (856) 533-1017
 Learn More at carmax.com/service

Accessories

 You did not add any accessories to this order.

MaxCare

 You did not select an Extended Service Plan with this order.

Appraisal Information

 You did not trade a vehicle on this order.

Make your car your own

- Contact the manufacturer so you can be registered as the new owner of your vehicle. Links to manufacturer websites are available at carmax.com/car-buying-process/recall-faq.
- If your vehicle didn't come with an Owner's Manual, please visit the manufacturer's website to view or download one.
- If you'd like a paper copy, we will gladly reimburse you. Just bring us the receipt! Helm, Inc. is one option for some paper manuals. Visit their website at helminc.com or call (800) 782-4356.

Download our free CarMax app to get the most out of your car

- Save with exclusive discounts at a growing list of merchants.
- Easily add your car's service records, insurance, and other vehicle paperwork for instant access.
- Stay on top of oil changes and other key maintenance.
- Stay on top of manufacturer recalls with the NHTSA Recall Look-Up.

Access your documents electronically

- If you electronically signed documents, you will receive an email link to download those documents. You may access the documents at that link for 90 days.

Buyer's Initials DTB

Co-Buyer's Initials _____

10/29/2024 08:40 PM

Order #: 325905

MIS ID: 10002

DMS Tracking #: 1611537

Reprint #: 2

PFF500

Rev. Date 11/22



DocuSign

Certificate Of Completion

Envelope Id: 945C9764A4D64A0FAD6ED00F9785C7B8

Status: Completed

Subject: 325905-6011-DEVON T BARBER

FinCoAppID: 152651386

FinanceCompany: Exeter Finance, LLC

CustomerName: DEVON T BARBER

OriginatingStore: 6011

OrderNumber: 325905

StockNumber: 26325238

VIN: 1VWLA7A36KC002247

Trade1Vin:

Trade2Vin:

CobuyerName:

Source Envelope:

Document Pages: 31 Signatures: 16

Certificate Pages: 4 Initials: 4

AutoNav: Enabled

Enveloped Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

10/29/2024 5:40:58 PM

Holder: CarMax Documents

carmax_documents@carmax.com

Status: Authoritative Copy (16 of 16 documents)

10/30/2024 8:55:33 AM

Holder: CarMax Documents

carmax_documents@carmax.com

Envelope Originator

CarMax Documents

carmax_documents@carmax.com

IP Address: 20.75.218.117

Location: DocuSign

Location: DocuSign

Signer Events

Austen DiMassimo

austen_dimassimo@carmax.com

Security Level:

.SingleSignOn_SAML

ID: 46cc169a-10d1-4ab5-887a-6b326787697e

10/30/2024 8:55:00 AM

Signature

Austen DiMassimo

Signature Adoption: Pre-selected Style

Using IP Address: 65.229.1.239

Timestamp

Sent: 10/29/2024 5:41:01 PM

Resent: 10/30/2024 8:54:57 AM

Viewed: 10/30/2024 8:55:13 AM

Signed: 10/30/2024 8:55:30 AM

Electronic Record and Signature Disclosure:

Accepted: 10/30/2024 8:55:13 AM

ID: 6f39fdb8-7045-47f9-9796-729372cb2432

DEVON T BARBER

dtb33@pm.me

Security Level:

.KnowledgeBasedAuth

ID: 7a7a59e2-13cb-4507-aa28-1e9e94991a12

10/29/2024 6:35:22 PM

Signature Adoption: Drawn on Device

Using IP Address: 97.145.187.55

Signed using mobile

Sent: 10/29/2024 5:41:01 PM

Viewed: 10/29/2024 6:35:56 PM

Signed: 10/29/2024 6:41:25 PM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2024 6:35:56 PM

ID: cd221e04-5864-4804-bfe3-fe16583b1922

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2024 5:41:01 PM
Envelope Updated	Security Checked	10/30/2024 8:54:58 AM
Envelope Updated	Security Checked	10/30/2024 8:54:58 AM
Envelope Updated	Security Checked	10/30/2024 8:54:58 AM
Certified Delivered	Security Checked	10/29/2024 6:35:56 PM
Signing Complete	Security Checked	10/29/2024 6:41:25 PM
Completed	Security Checked	10/30/2024 8:55:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Copy of Origin

Electronic Record and Signature Disclosure created on: 6/6/2022 12:02:34 PM

Parties agreed to: Austen DiMassimo, DEVON T BARBER

E-Sign Consent and Agreement

This E-Sign Consent and Agreement (this "Consent") applies to all aspects of your transactions with CarMax. In this Consent, the words "we," "us," and "our" refer to CarMax Auto Superstores, Inc., and any of its affiliates, agents, independent contractors, designees, service providers or assignees.

Please read this document carefully and retain a copy for your reference.

Your Legal Rights Regarding Electronic Communications

Various laws require us to give you information in written paper form or to obtain your formal signed agreement or direction on certain matters. We may provide certain information to you electronically and obtain certain of your agreements electronically, if we first provide you this Consent and obtain your agreement to receive this Consent and other communications electronically and to enter into agreements electronically.

Types of Electronic Communications You May Receive

You agree and consent to receive electronically all communications, agreements, documents, notices, statements and disclosures (each a "Communication" and collectively the "Communications") that we provide in connection with your transactions with CarMax. Categories of communications may include, but are not limited to, the following:

- agreements and policies you agree and consent to (e.g., this Consent, Test Drive Agreements, Vehicle Purchase Agreements, Buyers' Orders and Bills of Sale, and Retail Installment Sales Contracts) and updates to such agreements and policies;
- notices, receipts and confirmations related to your transactions with CarMax, including authorizations for receipt of telephonic or text outreach;
- any notices and disclosures required by state or federal law, such as our Privacy Policy;
- marketing information and preferences;
- any other transaction notices and information from us.

Electronic Agreements and Updates

Any Communication that you accept or agree to receive electronically will be enforceable without your signature on a paper form.

Paper Communications

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. We may send Communications to you in paper form because we are legally required to do so or because we determine in our sole discretion that you should receive the Communication in paper rather than electronic form.

Copies of Electronic Communications

We will email you a link to access copies of the Communications. You may retain a copy of any electronic Communication by using your print function or downloading and saving an electronic copy for your records. If, after you receive a Communication electronically, you would like a paper copy of a Communication previously provided to you, you may request a copy during the period we retain your documentation by contacting us at 804-747-0422 ext. 3312. We will send your paper copy to you by U.S. mail. In order for us to send you a paper copy, you must have a current mailing address on file with us. We currently do not charge a fee to send you a paper copy of any electronic Communication, but reserve our ability to do so.

Withdrawal of Consent

You can withdraw this Consent by calling 804-747-0422 ext. 3312 or e-mailing esign_consent@carmax.com and asking that Communications be sent to you in paper or other non-electronic form. Your withdrawal of this Consent is effective only after we have had a reasonable period of time to act upon your withdrawal.

Your Contact Information

You agree to provide us with your current email address so that we may communicate with you electronically. You must promptly notify us of any change to your email address by e-mailing esign_consent@carmax.com. If you give us an incorrect email address or fail to update or correct your email address, an electronic Communication will be deemed provided to you if we use the email address in our records for the electronic Communication.

Hardware and Software Requirements

In order to receive access and retain electronic Communications, you will need the following hardware and software:

- a computer, mobile device, tablet or similar device with an internet connection;
- a current web browser that supports HTTPS connectivity;
- a current version of a software program that can open and display PDF files (such as an Adobe Acrobat reader);
- a valid email address with email software to communicate with us electronically; and
- an installed printer or sufficient storage space to save, store, print or otherwise retain electronic Communications

By giving your consent, you are confirming that you have access to the necessary software and hardware, and can receive, open, print, download a copy or otherwise retain a copy of any electronic Communication for your records. You are advised to retain a copy of all electronic Communications as they may not be accessible online or in paper form at a later date.

