

THE OFFICES OF

DWAYNE WAFFORD

REDACTED

REDACTED

August 27, 2025

Jason Wade Grubb  
Exeter Finance and CarMax  
REDACTED Ct  
Flower Mound, TX 75022  
Faxed to: (770) 423-4376, (214) 572-8199, and others.

**Re: Notice of Right to Cure Default, Barcode No.  
\*2403382552\***

Dear Mr. Grubb, on behalf of Exeter Finance LLC and  
CarMax, Inc.:

Wafford hereby acknowledges the receipt of Exeter &  
CarMax's Notice of No Right to Cure an Alleged Default, as  
evidenced by a forwarded screenshot.

Mr. Wafford requests that Exeter update his last known  
mailing address to REDACTED  
. However, he no longer resides in Alabama and cannot  
rely on current occupants at this address to forward  
correspondence. Exeter has communicated with Wafford  
through litigation from two Arizona and two Alabama  
residences and one Texas and Alabama law office, but never  
through written correspondence to a physical mailing address.

Mr. Wafford further notes that his personal information has  
previously been disclosed without authorization. While a data  
breach is not part of the present dispute, your correspondence  
by mail does not provide adequate.

Accordingly, if Exeter Finance or CarMax wish to resolve this  
matter, all future correspondence must be directed by email  
only, using one of the two email addresses listed in the  
contract, as previously requested. For ignoring this request  
Wafford sends this correspondence via fax numbers instead of  
any of your three given mailing addresses.

You are hereby notified that your alleged default is ill-gotten  
and void, any repossession sought would be improper as a

matter of law, and that you violate the Fair Credit Reporting Act.

**Note:** Wafford will pay nothing assessed to him upon recovery or stemming from any action related to this account. There are no accounts to garnish, nor will there be anything tangible to tax against within the span of eight years. Repossession would not be financially prudent for you in this instance; you will not be reimbursed, and your pursuit could result in partial collateral forfeiture.

**Two-Day Notice to Cure Unlawful Collections, Charges, Repossessions, and to Provide Necessary & Reasonable Fees for Repairs:** You are hereby notified that if you do not reach a consensus to release his lien and to provide reasonable fees by August 29, 2025, he will begin the process of publicizing and releasing these documents to the general public that could impact your reputation long after your recovery as he will be researching other potential findings linked to Exeter and CarMax, and the cartel of affiliated entities within CarMax's business network in their below described statement.

Reach an agreement with him to avoid unnecessary costs, publications, and any potential future damage to your legal and corporate existence.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwayne Wafford". The signature is fluid and cursive, with the first name "Dwayne" being more prominent than the last name "Wafford".

Dwayne Wafford

IN THE OFFICE OF THE FEDERAL TRADE COMMISSION  
THE DEPARTMENT OF JUSTICE  
DISTRICT OF COLUMBIA  
FOR THE UNITED STATES OF AMERICA

DWAYNE WAFFORD  
*CONSUMER,*

V.

EXETER FINANCE,  
CARMAX  
*DEALERS.*

Complaint NO

**CONSUMER'S COMPLAINT AGAINST DEALERS TO THE FTC & DOJ**  
**AS A SUPPLEMENTAL & REVISED QUADRUPLICATE**  
**TO DOGE & STATE OF GA.**  
**IN SUPPORT OF CONSUMERS**

Dated: August 5, 2025

\* Auto sale, repair

\* Used auto sales experience

\* Did you pay or send money? "Yes."

\* How did it start? "Website."

/s/ Dwayne Wafford

Dwayne Wafford

Used Car Buyer

REDACTED

**IN THE OFFICE OF THE ATTORNEY GENERAL  
FOR THE CONSUMER PROTECTION DIVISION  
OF FULTON COUNTY  
STATE OF GEORGIA**

**CC: [DOGE@MAIL.HOUSE.GOV](mailto:DOGE@MAIL.HOUSE.GOV) §4**

**DWAYNE WAFFORD  
CONSUMER,**

**Vs.**

**EXETER FINANCE,  
CARMAX  
DEALER(S).**

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**C/A No.**

**CONSUMER’S SECOND COMPLAINT**

Dwayne Wafford, a customer (“consumer”) who purchased a used vehicle (“the Vehicle”) bearing VIN No. WDDHF5KB3CA<sup>REDACTED</sup>, has filed his Second Consumer Complaint with the Georgia Attorney General’s Consumer Protection Division (“GAGCPD”) pursuant to Item No. 3, “File a Complaint.” He brings this action against CarMax Auto Superstores, Inc. (“CarMax”) and Exeter Finance (“Exeter”), together with their alleged business partnership (“ExMax”). The consumer requests either a full refund of all payments made to Exeter or the opportunity to lease a late-model car at a significantly lower rate, as explained in this complaint. This Complaint presents the relevant facts to GAGCPD clearly and concisely.

**I.**

**FACTS**

**A. Origination**

§ 1 At the time of the contract, Exeter was a Georgia LLC, as recorded in the Consumer Verification, Display A, page 9, § 1.1. CarMax is a foreign LLC based in California, with its co-principal office located in Kennesaw, Georgia. The consumer is a U.S. citizen with a previous residence in Alabama. The primary dispute involving Exeter centers on the state of Georgia. Matters such as articles of incorporation, Exeter’s principal place of business, and interstate

commerce are of lesser relevance. According to CarMax's Securities and Exchange Commission ("SEC") filings, Exeter is classified as one of CarMax's "third-party" financial providers [Disp. B p. 11, "Customer Credit"].

## **B. History**

§ 2 On June 1, 2024, Consumer and Exeter executed a contract for the commercial purchase of the Vehicle at 1661 Whittlesey Road, Columbus, Georgia. The consumer submitted a complaint to GAGCPD on June 17, 2024, which led to a refund being issued to Exeter on July 1 by a company that allegedly permitted ExMax to use the company as a domestic shell entity. This conduct facilitated a non-arm's-length transaction and involved alleged breaches, fraudulent conduct, and tortious acts that undermined Exeter's commercial contract, including its arbitration provision.

## **C. Post-Complaint**

§ 3 While both GAGCPD and the consumer agreed that Rivertown Buick GMC ("RBGMC") was the original assignor-dealer that added fees (other than title, taxes, and registration) to the advertised price, Exeter's Office of the President ("EOP") to the Consumer Financial Protection Bureau ("CFPB") on September 23, 2024, that the assignor was CarMax [Disp. C]. The consumer had appealed to the CFPB regarding Exeter's handling of his account prior to the CFPB's federal staff reductions.

## **D. U.S. DOGE**

§ 4 The CFPB accepted Exeter's response as true and dismissed his complaint. CarMax has maintained an active interest in the bureau through its Associate Director, **Christopher Johnson**, due to his prior role at CarMax in the suppression of Regulation Z. A search for "Exeter" and "CarMax" in the bureau's public-facing search tool yields only an archived link related to Johnson's hiring and background. By contrast, searches for other major corporations frequently return results reflecting consumer-oriented enforcement actions. This pattern suggests the possibility of differential treatment by the CFPB based on regulatory access or institutional influence.

§ 5 There are funding positions at CarMax specific to Exeter [Disp. D]. Through a program, ExMax sold its vehicle at RBGMC, including the extra fees ExMax charged the consumer, to

obscure the origin of ExMax's alleged deception. The vehicle was financed through Exeter in connection with CarMax before the consumer arrived at the RBGMC lot. The following supports EOP's statement that CarMax, rather than RBGMC, was the original dealer:

- The electronic funds transfer to Exeter made by the consumer is described on the contract presented by RBGMC as "Rivertown Buick/GMC for Elec xfer fee."
- No financing options were available other than Exeter, despite the consumer having paid half of the no-haggle price upfront.

## **II.**

### **COMPLAINT**

§ 6 The contract lacked a meeting of the minds due to uncertainty regarding which parties were bound by it, as demonstrated by the discovery of this omission. Publicly available information shows that Exeter and CarMax are closely associated with selling a specific segment of vehicles.

§ 7 Exeter received a fraudulent refund from a check issued in Georgia, which stemmed from unfair or deceptive practices the businesses had promoted. Exeter, through ExMax, adopted a mutual-gain strategy with CarMax and RBGMC by leveraging a shell entity's upselling and recouping the proceeds through monthly charges imposed on the consumer.

§ 8 ExMax, through its shell company, included the electronic transfer fee—paid separately by the consumer to Exeter—in the contract, thereby inaccurately reflecting the consumer's down payment. The down payment should reflect the total amount before the transfer fee to avoid erroneous double billing.

§ 9 Exeter conceals its interest rates and loan conditions by miscalculating monthly payments, either by extending payment intervals or by artificially inflating its Truth in Lending Act's ("TILA") APR through standardized formulas designed to extend loan terms and obscure additional costs. The consumer notes that ExMax is actively refunding a chargeback to RBGMC, such that ExMax charges the consumer more than the percentage stated in the contract each month. This alleged deception pervaded every aspect of the contract that the consumer signed. The omission, the companies' awareness of it, their intent, and the consumer's reliance on this

concealment resulted in unnecessary financial loss to the consumer.

§ 10 CarMax's SEC statement that Exeter Finance is merely one of its third-party financial providers constitutes a federal false statement. Vehicle sales inherently narrow the vendors' markets to automobiles; however, Exeter Finance functions as an extension of CarMax. Public familiarity with larger, more recognizable corporations may explain why ExMax appears to have fewer complaints in the CFPB's advanced search results compared to more established companies. Nevertheless, the number of complaints per consumer warrants scrutiny. Exeter's affiliated business, **Swift Funding Loans** in Duluth, GA, has a 1.4-out-of-5-star rating based on 256 Google reviews. Fewer than 30 percent of those reviews—71 in total—are favorable enough to sustain that rating.

### III.

#### **CONCLUSION & PRAYER**

§ 11 These companies have also erred by submitting requests encouraging courts to **leave**, rather than **stay**, proceedings in order to enforce arbitration under the Federal Arbitration Act. ExMax's conduct encroaches upon fundamental legal principles, procedural norms, and financial regulations, raising questions as to why such behavior is permitted. The volume, intensity, and reproducibility of consumer complaints satisfy the plausibility standard. However, the government disregards these patterns and characterizes consumers as legally incompetent, contributing to the erosion of due process protections.

§ 12 The consumer asserts that he does not owe any additional sums to Exeter Finance beyond the initial payments made, regardless of any billing suspension or delay. The consumer therefore requests that GAGCPD investigate these matters and take appropriate enforcement action.

Respectfully submitted,

/s/ Dwayne Wafford

Dwayne Wafford

**Consumer**

**IN THE OFFICE OF THE ATTORNEY GENERAL  
FOR THE PROTECTION DIVISION  
OF FULTON COUNTY  
STATE OF GEORGIA**

**DWAYNE WAFFORD  
CONSUMER,**

**Vs.**

**EXETER FINANCE,  
CARMAX  
DEALER(S).**

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**C/A No.**

**VERIFICATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned officer authorized to administer oaths, Dwayne Wafford, who states under oath that he has personal knowledge of the following facts:

1. "I confirm that the above description in this complaint is accurate to the best of my knowledge."

This \_\_\_\_\_ day of July 2025.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Notary Public

Sworn to and subscribed before me



This \_\_\_\_\_ day of July 2025.

**DISPLAY A**

1 CIT/ES

DC-25-01004

CAUSE NO. \_\_\_\_\_

EXETER FINANCE,

PLAINTIFF,

VS.

LINDA REDACTED

DEFENDANT.

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IN THE DISTRICT COURT

192nd

\_\_\_\_\_ JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE COURT:

COMES NOW, Plaintiff, Exeter Finance and files this its Original Petition complaining of Defendant, Linda REDACTED (hereinafter collectively referred to as "Defendant"), and would respectfully show the Court as follows:

**I. Parties**

1.1 Plaintiff, Exeter Finance (hereinafter referred to as "Plaintiff"), is a Georgia limited liability company with a permit to do business in the State of Texas.

1.2 Defendant, Linda REDACTED is an individual who may be served with process at REDACTED

**II. Relief Sought/Discovery Level**

2.1 Plaintiff seeks non-monetary relief.

2.2 Plaintiff alleges discovery is proper pursuant to Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

PLAINTIFF'S ORIGINAL PETITION

**DISPLAY B**

## Products and Services

**Retail Merchandising.** We offer customers a broad selection of makes and models of used vehicles, including domestic, imported and luxury vehicles, as well as hybrid and electric vehicles ("EV"), at competitive prices. Our focus is vehicles that are 0 to 10 years old, with vehicles that are 0 to 6 years old representing approximately 75% of used vehicle sales in fiscal 2025. Over the past three fiscal years, vehicles that are 0 to 10 years old generally ranged in price from \$15,000 to \$49,000. The mix of our used vehicle inventory by make, model and age will vary from time to time, depending on consumer preferences, seasonality and market pricing and availability.

**Wholesale Auctions.** The typical vehicle sold at our wholesale auctions is more than 10 years old and has more than 100,000 miles. We provide condition disclosures on each vehicle, including those for vehicles with major mechanical issues, possible frame or flood damage, branded titles, salvage history and unknown true mileage. Professional, licensed auctioneers conduct our auctions. Dealers pay a fee to us based on the sales price of the vehicles they purchase. Our auctions are generally held on a weekly or bi-weekly basis.

**Extended Protection Plans.** In conjunction with the sale of a vehicle, we offer customers EPP products. We receive revenue for selling these plans on behalf of unrelated third parties, who are the primary obligors. We have no contractual liability to customers for claims under these agreements. The ESPs we currently offer on all used retail vehicles provide coverage up to 60 months (subject to mileage limitations). GAP covers the customer for the term of their finance contract. The EPPs that we sell have been designed to our specifications and are administered by the third parties through private-label arrangements. Periodically, we may receive profit-sharing revenues based upon the performance of the ESP policies administered by third parties. As of February 28, 2025, our third-party ESP providers included Assurant, Inc., CNA National Warranty Corporation and Fidelity Warranty Services, Inc. Our third-party GAP provider as of February 28, 2025 was Safe-Guard Products International LLC.

**Reconditioning and Service.** An integral part of our used car consumer offer is the reconditioning process, designed to make sure every car meets our internal standards before it can become a CarMax Quality Certified vehicle. This process includes an inspection of the engine and all major systems. Based on this inspection, we determine the reconditioning necessary to bring the vehicle up to our internal quality standards. Many of our stores depend upon nearby, typically larger, CarMax stores for reconditioning, which increases efficiency and reduces overhead. We utilize stand-alone reconditioning centers to balance production capacity across our stores and drive efficiency across our network. We perform most routine mechanical and minor body repairs in-house; however, for some reconditioning services, including, but not limited to, services related to manufacturer's warranties, we engage third parties specializing in those services. CarMax does not have manufacturer authorization to complete recall-related repairs, and some vehicles CarMax sells may have unrepaired safety recalls. However, safety recall information, as reported by the National Highway Traffic Safety Administration, is available on our website, and we review any unrepaired safety recall information with our used vehicle customers before purchase.

All CarMax used car stores provide vehicle repair service, including repairs of vehicles covered by the ESPs we sell. Additionally, we have partnered with third-party auto service and repair providers. Through these partnerships, our customers have access to a nationwide network of trusted, quality and fair-priced service and repair locations.

**Customer Credit.** We offer financing alternatives for retail customers across a wide range of the credit spectrum through CAF and arrangements with several financial institutions. Vehicles are financed using retail installment contracts secured by the vehicle. As of February 28, 2025, our network of third-party finance providers included Ally Financial, American Credit Acceptance, Capital One Auto Finance, Exeter Finance Corp., Santander Consumer USA and Westlake Financial Services. We have no recourse liability for credit losses on retail installment contracts arranged and held by third-party providers, and we periodically test additional third-party providers.

Generally, credit applications submitted by customers to CarMax are initially reviewed by CAF using our proprietary underwriting standards. Based on that review, CAF makes financing offers designed to create a loan portfolio that meets our targeted risk profile in the aggregate. Applications that CAF declines or approves with conditions are generally evaluated by other third-party finance providers. Third-party providers generally either pay us or are paid a fixed, pre-negotiated fee per contract. We refer to the providers who generally pay us a fee or to whom no fee is paid as Tier 2 providers, and we refer to providers to whom we pay a fee as Tier 3 providers. We are willing to pay a fee to Tier 3 providers because we believe their participation provides us with incremental sales by enabling customers to secure financing that they may not otherwise be able to obtain. All fees either received or paid are pre-negotiated at a fixed amount and do not vary based on the amount financed, the interest rate, the term of the loan or the loan-to-value ratio. CAF also provides financing for a small percentage of customers who would typically be financed by a Tier 2 or Tier 3 provider. CAF is building the capability to scale its participation across all credit tiers, which will help to capture finance economics, drive sales, and complement our valued lending partnerships that are a key foundation of CarMax's best-in-class credit platform.

## DISPLAY C

## Company's Response


Dear Dwayne Wafford, On September 23, 2024, Exeter Finance LLC ("Exeter") received notice regarding your complaint filed through the Consumer Financial Protection Bureau ("CFPB"). Exeter would like to thank you for the opportunity to address your concerns outline in the complaint. Exeter's success is based on customer 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 your complaint, responded to the CFPB, and made the following determination. On June 1, 2024, you signed a Retail Installment Sale Contract ("Contract") for the purchase of the <sup>REDACTE</sup> Mercedes Benz E350W (VIN# WDDHF5KB3CA <sup>REDACTE</sup>) ("Vehicle") with CarMax Auto Superstores, Inc. ("Dealer"), which was later assigned to Exeter where it was ascribed an account number of 230067 <sup>RED</sup> ("Account"). The Contract payment schedule stated 60 monthly payments of \$304.64 beginning July 16, 2024, with an Annual Percentage Rate ("APR") of 29.99%. The APR charged does not exceed the rate allowed by the state of Georgia in which the Contract was executed. All required information regarding the terms of the Contract, including the APR were disclosed on the Contract as required by law; the signed Contract shows that you agreed with the terms and conditions. Exeter is an indirect automobile lender that purchases retail installment contracts from automobile dealers. We do not communicate or negotiate Contract terms, including a down payment, with borrowers prior to consummation of the Contract between the borrower and the Dealer. Any concerns regarding the required down payment should be addressed directly with the Dealer. Exeter does not offer refinancing, therefore, will not refinance or otherwise change the existing terms of the Contract. Regarding your Guaranteed Asset Protection ("GAP"), upon receipt of a refund after cancellation of GAP product financed in the contract, Exeter will apply the refund to the unpaid part of the amount financed. Unfortunately, the contract will not be revised. The cancelled GAP payment was received on August 22, 2024, in the amount of \$1,125.04. Additionally, Exeter is unable to release the title until the Account has been paid in full. Exeter is committed to providing excellent customer service and we apologize if you feel that the service received did not meet your expectations. We are unable to substantiate your claims regarding any violations by Exeter as stated in this complaint and regrettably, are unable to fulfill your request for an equitable remedy. We trust this response answers any questions associated with the complaint. For any questions about these or any other concerns, we encourage you to contact the Office of the President at 877-877-4943. Sincerely, Office of the President Exeter Finance LLC









# DISPLAY D

7/4/25, 12:25 AM

carmax analyst at exeter - Google Search

 carmax analyst at exeter





All

Jobs

Images

News

Videos

Short videos

Shopping

More

Tools

Date posted

Job type

No degree

Remote

Salary

Reviews

Reddit

Results for **Exeter, UK** · [Choose area](#) ⋮

## AI Overview ⋮

**Tony Lam** is a CarMax Funding Analyst at Exeter Finance. He is based in Irving, Texas. Exeter Finance has a partnership with CarMax where they purchase certain auto loans. Exeter specializes in loans for individuals with credit challenges. Tony Lam's role involves working with CarMax's funding processes and applications. 📍

Analyst, CAF Configuration- job in Kennesaw, Georgia  
What you will do \* Learn and adhere to the CarMax® software configuration



Show more ▼

 LinkedIn · Tony Lam  
140+ followers

### Tony Lam - Carmax Funding Analyst - Exeter Finance

**Carmax Funding Analyst at Exeter Finance** · My name is Tony Lam and I am a graduate from the University of Texas at Arlington with a Bachelor's in Finance.

 LinkedIn · Martha Delgado  
210+ followers

### Martha Delgado - Funder II - Exeter Finance Corp.

Fort Worth, Texas, United States · Funder II · Exeter Finance Corp.

**CarMax Analyst at Exeter Finance** · Experience: Exeter Finance Corp. · Location: Fort Worth · 215 connections on LinkedIn. View Martha Delgado's profile on ...

## **EXETER'S CONTRACT**



**LAW 553-GA-ARB-eps-14 7/23****RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)**

REDACTED

0040349

STK# CA  
DEAL# 18175  
CUST#: 1102062

Buyer Name and Address (including County and Zip Code) <b>REDACTED</b> DWAYNE CHRISTOPHER WAFFORD	Co-Buyer Name and Address (including County and Zip Code) N/A  Call: N/A Email: N/A	Seller-Creditor (Name and Address)  RIVERTOWN BUICK/GMC 1661 WHITTLESEY ROAD COLUMBUS, GA 31904
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used <b>USED</b>	Year <b>REDACTED</b>	Make and Model <b>MERCEDES E350W</b>	Vehicle Identification Number <b>REDACTED WDDHFKB3CA</b>	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <b>N/A</b>
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FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
29.99 %	\$ 8975.76	\$ 9301.64	\$ 18278.40	\$ 4500.00 is \$ 22778.40

**Returned Check Charge:** You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check you give us is dishonored and we make written demand that you do so.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Your Payment Schedule Will Be:			(e) means an estimate
Number of Payments	Amount of Payments	When Payments Are Due	
60	\$ 304.64	MONTHLY	beginning 07/16/2024
N/A	\$ N/A	N/A	
N/A			

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5 % of the part of the payment that is late, whichever is less.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**NEGATIVE CREDIT REPORT NOTICE**  
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**OPTION:** ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

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

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including taxes of \$ 396.14 ) \$ 11388.14 (1)

2 Total Downpayment =

Trade-in N/A

(Year) (Make) (Model)

Gross Trade-In Allowance \$ N/A

Less Pay Off Made By Seller to N/A \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ 4500.00

+ Other N/A \$ N/A

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see 4f below) \$ 4500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 6888.14 (3)

4 Other Charges (including Amounts Paid to Others on Your Behalf)

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life \$ N/A

Disability \$ N/A \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ 1200.00

E Official Fees Paid to Government Agencies

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees

N/A

N/A \$ N/A

H Government Certificate of Title Fees \$ 16.50

I Other Charges (Seller must identify who is paid and describe purpose.)

to N/A for Prior Credit or Lease Balance \$ 0.00

to RIVERTOWN BUICK/GMC for DOC FEE \$ 999.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to RIVERTOWN BUICK/GMC for ELEC XFER FEE \$ 198.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 2413.50 (4)

5 Amount Financed (3 + 4) \$ 9301.64 (5)

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 60 Mos. JMA TLP GAP

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [Signature]

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Georgia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked on page 1 of this contract. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A

Buyer Signature Date

X N/A N/A

Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Buyer Initials X PLW Co-Buyer Initials X N/A

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.**  
You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.  
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

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

- You may owe late charges.** You will pay a late charge on each late payment as shown on page 1. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or

- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

### 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

### 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

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

### 6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

### 7. APPLICABLE LAW

Federal law and the law of the state of Georgia apply to this contract.

Buyer Initials X Dad Co-Buyer Initials X N/A

Buyer Initials X

06/01/2024, 02:12 pm  
LAW 553-GA-ARB-eps-14 7/23 v1 Page 3 of 4  
1046781 GA2635-F1

**ARBITRATION PROVISION**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

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

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [Signature] Co-Buyer Signs X N/A  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
**See back for other important agreements.**

**NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.**

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [Signature] Date 06/01/2024 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name DWAYNE CHRISTOPHER WAFFORD Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

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

Other owner signs here X N/A Date N/A Address N/A

Seller signs RIVERTOWN BUICK/GMC Date 06/01/2024 By X [Signature] Title FI MANAGER

Seller assigns its interest in this contract to EXETER FINANCE (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller By X RIVERTOWN BUICK/GMC Title FINANCE MANAGER



## ACCOUNT STATEMENT



PO Box 166008 // Irving, TX 75016

### Statement of Account 07/05/2025

DWAYNE WAFFORD  
**REDACTED**

REDA

Account Number: 230067  
Beginning Principal Balance: \$9,301.64  
Outstanding Principal: \$4,481.98  
Outstanding Interest: \$165.72  
Outstanding Fees: \$10.83  
Total Outstanding Balance: \$4,658.53

Process Date	Description	Total Amount Paid	Interest Amount	Principal Amount	Late Fee Amount	Other Fee Amount	Over Payment Amount	Principal Balance Amount
07/05/24	Payment Received	\$1,994.00	-	\$1,994.00			-	\$7,307.64
07/16/24	Payment Received	\$315.64	\$315.64	-			-	\$7,307.64
08/16/24	Payment Received	\$310.64	\$191.72	\$118.92			-	\$7,188.72
08/23/24	Payment Received	\$1,125.04	-	\$1,125.04			-	\$6,063.68
09/15/24	Payment Received	\$315.64	\$154.59	\$161.05			-	\$5,902.63
10/16/24	Payment Received	\$316.64	\$149.94	\$166.70			-	\$5,735.93
11/16/24	Payment Received	\$315.64	\$141.00	\$174.64			-	\$5,561.29
12/16/24	Payment Received	\$316.64	\$141.26	\$175.38			-	\$5,385.91
01/16/25	Payment Received	\$309.64	\$136.99	\$172.65			-	\$5,213.26
02/17/25	Payment Received	\$309.64	\$132.79	\$176.85			-	\$5,036.41
03/19/25	Payment Received	\$305.64	\$128.28	\$177.36			-	\$4,859.05
04/19/25	Payment Received	\$315.64	\$119.77	\$195.87			-	\$4,663.18
05/22/25	Payment Received	\$307.64	\$126.44	\$181.20			-	\$4,481.98
06/26/25	Late Fee Assessed	-	-	-	(\$10.83)		-	\$4,481.98

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**

**California Residents:** Under California law, you may be entitled to a refund or credit of the unearned portion of the GAP Waiver on a pro rata basis if the contract is terminated early or the GAP waiver is cancelled. To determine the exact amount of the refund available to you, please contact the administrator listed on your GAP Waiver or Exeter Customer Service at 800-321-9637.

## **Analysis of Interest Accrual and APR Miscalculation**

**Period: July 5, 2024 – February 16, 2025**

Between July 5, 2024, and February 16, 2025, Exeter consistently charged the consumer an effective interest rate exceeding the disclosed annual percentage rate (APR) by extending the number of days used for interest accrual. Although the APR is presented as fixed, the interest charged fluctuates daily as a function of the unpaid principal balance multiplied by the stated APR, by the variable number of days since the last payment, and prorated by the total number of days in a year.

Formally, the daily interest calculation relies on three parameters:  $x$ , representing the listed APR;  $y$ , representing the present principal; and  $z$ , representing the number of days elapsed since the prior payment. While this methodology would be standard if applied correctly, Exeter's account statements consistently misapply these parameters, resulting in materially inflated effective rates.

Specifically, Exeter's statements reflect a 52.55% effective monthly rate applied to the first payment of \$315.64, followed by rates of 31.89% on the second payment, 31.01% on the third, and 29.99% on the most recent payment (see *Account Statement with Double-Billing Charge*). Although these figures appear to converge toward the disclosed APR over successive payments, a correct allocation of the initial payment and the application of accurate APR calculations demonstrate that the rates converge instead toward approximately 31.8%, rather than the stated APR.

Moreover, the resulting cost differential is substantial. When the actual number of days used for interest accrual is properly accounted for, a comparison between the final account balance and the interest charged reveals convergence at approximately 34.74% (see *True Account Statement with No Double-Billing Charge*). This divergence indicates that the discrepancy is not merely nominal but materially affects the total cost borne by the consumer.

Basic finance charge formulas are generally straightforward. Monthly interest is typically calculated as a function of the principal balance for a given month, by the applicable APR, and adjusted for the number of days in the accrual period, as shown below:

$$i = \frac{(x \text{ APR}\%)(y \text{ present principal})(z \text{ days since last payment})}{365}$$

The principal amount represents the balance applicable to a given month.

$$P(a) = \text{amount paid} - i.$$

The principal balance represents the outstanding financed amount.

$$P(b) = \text{principal} - P(a).$$

### Supporting Calculations

When the depreciating principal values in Example Three are compared to Exeter's reported interest amounts, the average effective interest charged per month ranges from approximately 38% to 44.8%. This range substantially exceeds the disclosed APR and suggests that Exeter has effectively derived a transformed "true APR" for deferred presentment transactions.

This transformed rate appears to be calculated using monthly averages, by multiplying the ratio of the total payment to the finance charge (or amount financed) by 365 and then by 1,825. Such a procedure departs from standard APR computation methods and results in a materially higher effective rate.

$$\text{Abs}(\text{Amount Fin. or Fin. Charge}) \text{Abs}(x * \text{years}) \text{multiplied by cosine theta}$$

$$\$18,278.40 = |\$9,301.64| |x * 5| \cos \theta, x \approx 39.3...2$$

$$\$18,278.40 = |\$8,976.76| |x * 5| \cos \theta, x \approx 40.7...3$$

For comparison, a more direct and transparent equation is provided by the consumer, using the same underlying payment and balance data but applying these APRs strictly in accordance with the stated disclosure terms. Under this approach, calculated values of x approximate 39.32% and 40.73% in successive periods. These values are derived using the late charge specified in the disclosure and by extending the formula across a time horizon ranging from zero to five years.

$$\int_0^5 \frac{|9301.64| |0.39...2| \cos \theta}{365} dx = \int_0^5 \frac{|8976.76| |0.40...3| \cos \theta}{365} dx = \$50.07$$

**EXAMPLE**

**Account Statement with Double Billing Charge**

<b>Transaction</b>	<b>Periodic</b>	<b>Interest</b>	<b>Principal</b>	<b>Depreciating</b>
<b>Period</b>	<b>Payment</b>	<b>Amount</b>	<b>Amount</b>	<b>Principal</b>
<b>7/5/2024</b>	\$1,994.00		\$1,994.00	\$7,307.64
	(refund)		(refund)	
<b>7/16/2024</b>	\$315.64	\$180.13	\$135.51	\$7,172.12
<b>8/16/2024</b>	\$310.64	\$182.68	\$127.96	\$7,044.16
<b>8/23/2024</b>	\$1,125.04		\$1,125.04	\$5,919.12
<b>9/15/2024</b>	\$315.64	\$145.91	\$169.73	\$5,749.38
<b>10/16/2024</b>	\$316.64	\$146.44	\$170.20	\$5,579.18
<b>11/16/2024</b>	\$315.64	\$142.11	\$173.53	\$5,405.64
<b>12/16/2024</b>	\$316.64	\$133.24	\$183.39	\$5,221.24
<b>1/16/2025</b>	\$309.64	\$132.99	\$176.65	\$5,044.59
<b>2/16/2025</b>	\$309.64	\$128.49	\$181.14	\$4,863.44



**True Account Statement with No Double-Billing Charge**

<b>Transaction</b>	<b>Periodic</b>	<b>Interest</b>	<b>Principal</b>	<b>Depreciating</b>
<b>Period</b>	<b>Payment</b>	<b>Amount</b>	<b>Amount</b>	<b>Principal</b>
<b>7/5/2024</b>	\$2,194.00	\$0	\$2,194.00	\$7,107.64
	(refund)			
<b>7/16/2024</b>	\$315.64	\$64.23	\$251.40	\$6,856.23
<b>8/16/2024</b>	\$310.64	\$174.63	\$136.01	\$6,720.23
<b>8/23/2024</b>	\$1,125.04	\$38.65	\$1,086.38	\$5,633.84
<b>9/15/2024</b>	\$315.64	\$106.46	\$209.17	\$5,424.66
<b>10/16/2024</b>	\$316.64	\$138.17	\$178.46	\$5,246.19
<b>11/16/2024</b>	\$315.64	\$133.62	\$182.01	\$5,064.17
<b>12/16/2024</b>	\$316.64	\$124.82	\$191.81	\$4,872.35
<b>1/16/2025</b>	\$309.64	\$124.10	\$185.53	\$4,686.81
<b>2/16/2025</b>	\$309.64	\$119.37	\$190.26	\$4,496.54