

Fill in this information to identify the case:

Debtor 1 FIBER NETWORK SOLUTIONS INCDebtor 2
(Spouse, if filing)United States Bankruptcy Court for the: SOUTHERN District of Texas
(State)Case number 23-90584 Ch11

RECEIVED

JUN 08 2023

LEGAL SERVICES

Filed: USBC - Southern District of Texas
QualTek Services Inc., et al (CLM)
23-90584 (CML)

QTK



04/22

Official Form 410

Proof of Claim

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?

Ford Motor Credit Company, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom?

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

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

Where should notices to the creditor be sent?

Ford Motor Credit Company, LLC

Name

PO BOX 62180

Number Street

COLORADO SPRINGS CO 80962-2180

City

State

ZIP Code

Contact phone 1-800-955-8532Contact email fcffald@ford.com

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

Ford Motor Credit Company, LLC

Name

Dept 55953 P.O. Box 55000

Number Street

Detroit MI 48255-0953

City

State

ZIP Code

Contact phone 1-800-955-8532Contact email fcffald@ford.comUniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known) _____

Filed on

MM / DD / YYYY

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

☒ No☐ Yes. Who made the earlier filing? _____

6. Do you have any number ☐ No
you use to identify the ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 2 4 7
debtor?

8. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Car Loan

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?☒ No☐ Yes. Check one:

Amount entitled to priority

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

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 06/08/2023
MM / DD / YYYY

/s/ JULIANNA ELLIS

Signature

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

Name	Julianna		Ellis
	First name	Middle name	Last name
Title	Account Services Representative		
Company	Ford Motor Credit Company, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	PO BOX 62180		
	Number	Street	
	COLORADO SPRINGS	CO	80962-2180
	City	State	ZIP Code
Contact phone	1-800-955-8532		Email fcfald@ford.com

Itemized Statement Required by Bankruptcy Rule 3001 (c) (2) (A) as of Petition Date

Ford Motor Credit Company, LLC

Debtor Name: FIBER NETWORK SOLUTIONS INC

Account Number: 2247

Principal Balance:	<u>2,574.54</u>
Interest:	<u>+ 13.94</u>
Late Charges:	<u>+ 26.54</u>
Fees:	<u>+ 0.00</u>
Payments:	<u>- 1,481.69</u>
Other:	<u>- 0.00</u>
Amount of Claim:	<u>1,133.33</u>

BUYER INFORMATION
 BUYER: FRANKLIN, LUDWIG
 ADDRESS: 2125 LAKESHORE BLVD
 CITY: TYLER STATE: TX ZIP: 75703
 CO-BUYER: N/A
 ADDRESS: N/A
 CITY: N/A STATE: N/A ZIP: N/A

SELLER INFORMATION
 ADDRESS: PO BOX 7
 CITY: FRANKSTON
 STATE: TX ZIP: 75763

VEHICLE INFORMATION
 USED ☒ NEW ☐
 Year: 2018 Make: FORD Model: F350 SUPER
 VIN: 1FT9W38T8JEC66638 Use For Which Purchased: ☒ Personal use unless otherwise specified below ☐ Commercial ☐ Agricultural

FINANCIAL INFORMATION
 Trade-In: Year: N/A Make: N/A Model: N/A
 VIN: N/A License No: N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Price
4.99%	2,970.42	31,260.13	24,230.60	44,230.60

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments are Due
36	950.85	Starting 7/12/2020
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including any accessories, services, and taxes)
 Vehicle Price: \$ 28,500.00 N/A \$ N/A
 N/A \$ N/A and Taxes \$ 2,406.25 = 40,906.25 (1)

2. Total Downpayment = (if negative, enter "0" and see Line 4.A. below)
 Goes trade-in \$ N/A
 -payoff by seller \$ N/A
 -cash paid to buyer for trade-in \$ N/A
 -cash trade-in \$ 10,000.00
 -cash \$ N/A
 -Third Party Rebate Assigned to Creditor \$ N/A
 -Other (describe) Trade-In Credit Agreement Benefit \$ N/A
 -Other (describe) \$ N/A
 -Other (describe) \$ N/A
 Total downpayment \$ 10,000.00 (2)

3. Unpaid balance of cash price (1 minus 2) \$ 30,906.25 (3)

4. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):
 A. Not trade-in payoff to \$ N/A \$ N/A
 B. Cost of optional credit insurance paid to insurance company or corporate life \$ N/A
 C. Other insurance paid to the insurance company \$ N/A
 D. Official fees paid to government agencies \$ N/A
 E. Debt Cancellation Agreement Fee Paid to Seller \$ N/A
 F. Dealer's Inventory tax (if not included in cash price) \$ 85.38
 G. Sales tax (if not included in cash price) \$ N/A
 H. Other taxes (if not included in cash price) \$ 72.50
 I. Government license and/or registration fee \$ 28.00
 J. Government certificate of title fee \$ 7.00
 K. Government vehicle inspection fees \$ N/A
 L. Deputy service fee paid to dealer \$ N/A
 M. Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.
 Spanish Translation fee cargo documental. Pero esta puede cobrarse a los compradores por el manejo de la documentación en relación con la venta. Un cargo documental no puede exceder una cantidad razonable acordada por las partes. Esta política se aplica por ley.
 To: Ludwig for Documentary Fee \$ 150.00
 N. Other charges (Seller must identify who is paid and describe purpose)
 to Seller for Trade-In Credit Agreement \$ 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 State for Road/bridge \$ 10.00
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 Total other charges and amounts paid to others on your behalf \$ 353.88 (4)

5. Amount Financed (3 + 4) \$ 31,260.13 (5)

BALLOON CONTRACT PROVISIONS
☐ Your last scheduled payment under this contract is a balloon payment.
EXCESS WEAR, USE AND MILEAGE CHARGES
 If the last directly shown is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor \$ N/A per mile for each mile in excess of N/A miles shown on the odometer.
EXTRA MILEAGE OPTION CREDIT
 If this contract contains a balloon payment (as indicated above), and you have exercised your option to transfer ownership of the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, you will receive a credit of \$ N/A and N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts you owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.
 Any other charges must be paid in full with your last payment. No other changes to this contract are enforceable.
 Buyer X Ludwig Signs Ludwig Co-Buyer X N/A Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.
CONSUMER WARNING
 NOTICE TO THE BUYER - DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE ALL THE YOU OWE AND OWNERS CERTAIN CONDITIONS MAY SAVE A PORTION OF THE FINANCE CHARGE. YOU WILL KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.
BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT
 YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, HE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. Ludwig 6/12/2020 X N/A
 Buyer Signs Ludwig Date 6/12/2020
 Seller Signs Ludwig By Ludwig Title FBI Date 6/12/2020

GUARANTEE
 Guarantor hereby guarantees the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.
 Guarantor N/A Address N/A
 Guarantor Signs N/A

OCCE NOTICE
 Seller may transfer this contract to another party. The transferee will have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT COMPANY (606) 727-7000
 The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 5501 N. Lamar Blvd., Austin, Texas 78703. Phone: (800) 538-1578. Fax: (512) 538-7616. Website: occc.texas.gov. Email: consumer.complaints@occc.texas.gov.
 Seller Ludwig By Ludwig Title FBI

FC 17643-03 (JUN 18) (Previous editions may NOT be used.) SEE BACK FOR ADDITIONAL AGREEMENTS
 FC 17643-03-01 ORIGINAL
 PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

A. **Payments:** You must make all payments in U.S. dollars when they are due. If you do not, you are in default of this contract. The Finance Charge is calculated based on the Finance Charge using the two day/360 day method as defined by the Texas Finance Code. Under the two day/360 day method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/360th of the Annual Percentage Rate (APR) divided by the number of days in the year. The Finance Charge does not include late charges or return check charges.

B. **How Your Payments will be Applied:** Creditor will apply your payments in the following order:

1. current but unpaid finance charge; and
2. to anything else you owe under this contract.

C. **How Late or Early Payments Change What You Must Pay:** The Finance Charge, Total of Payments, and Total Sales Price are based on the assumption that you will make all payments as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge and your last payment will be more than your last scheduled payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments on time, your Finance Charge will be the same.

D. **Ballot Payment Contracts:** If your last scheduled payment under this contract is a balloon payment as indicated on the front of the contract, you have three options to handle the balloon payment. First, you may pay all that you owe and keep your motor vehicle. Second, you may refinance all that you owe unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The terms of the refinancing will be as follows:

(i) If the vehicle is described on the front of the contract as new, you can refinance at an annual percentage rate up to 3 points above the Annual Percentage Rate shown in this contract. The APR will not be more than applicable law allows. The new agreement will require you to refinance the last scheduled payment for at least 24 months with equal monthly payments. Creditor and you also agree to refinance the last scheduled payment over another time period or on a different payment schedule.

(ii) If the vehicle is described on the front of the contract as used, you can enter into a new written agreement to refinance the last scheduled payment without a refinancing fee. If you refinance the last scheduled payment, your periodic payments will not be later or more than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payments Schedule has been adjusted to your seasonal or irregular income. If you wish to refinance, you must notify the Creditor in writing no later than 30 days prior to the balloon payment due date.

Third, you may transfer ownership of the vehicle to the Creditor, and an amount equal to your originally scheduled balloon payment will be applied toward the satisfaction of all that you owe. Creditor will add a \$475 Disposal Fee to the amount that you owe and, if applicable, will add any excess mileage charges (as described on the front of the contract) and any estimated costs of vehicle repairs that are the result of excess wear and use (as described in Paragraph C). If the amount of your originally scheduled balloon payment does not equal the amount you owe, you will pay the difference. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give up the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no other than the Creditor's transferring ownership to the Creditor. A person selected by the Creditor, you must also provide documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

E. **Damage Repair:** If your last scheduled payment under this contract is a balloon payment and you transfer ownership of the vehicle to the Creditor under Paragraph E, you are responsible for the vehicle that is not the result of normal wear and use. This includes, but is not limited to the following: (a) electrical or mechanical defects; (b) rust; (c) paint, body panels, trim and grill work; (d) broken, misaligned, chipped, scratched, pitted, cracked, or (e) dented, damaged, or (f) bent; (g) interior, exterior, or (h) damaged; (i) replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (j) damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of sheet metal and all other repairs must be made with Original Equipment Manufacturer parts. You or repair of the vehicle must not invalidate any warranty. You will pay the estimated costs of such repairs unless repair is made at no charge prior to the transfer of ownership of the vehicle to the Creditor. You will maintain the odometer of the vehicle so that it always reflects the vehicle's actual mileage. If the odometer is at any time found to be providing inaccurate evidence of the vehicle's actual mileage, if you are unable to do so, you will pay us our estimate of any reduction of the vehicle's wholesale value caused by the inability to determine the vehicle's actual mileage.

F. **Security Interest:** To secure all that you owe on this contract and all your promises in it, you give Creditor a security interest in:

- the motor vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
- all insurance proceeds and other proceeds received for the motor vehicle;
- any insurance policy, service contract or other contract financed by Creditor and any proceeds of those contracts; and
- any other of your assets included in this contract for insurance or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show Creditor's security interest in the motor vehicle.

G. **WAIVER OF NOTICE OF INTENT TO ACCELERATE:** NOTICE OF ACCELERATION: You give up (waive) your right to have rights to resolve notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this contract at once (accelerate), and notice that you are in default.

H. **Use and Care of Motor Vehicle:** You must take care of the vehicle and stay off lines in using it. You will not sell or transfer the motor vehicle without Creditor's written permission. If you do sell or transfer the motor vehicle, this will not release you from your obligations under this contract, and Creditor may charge you a transfer fee of \$25.00 (\$50 for a heavy commercial vehicle). You must have it free from the claims of others. If a third party takes a lien or claim against or possession of the motor vehicle, Creditor may pay the third party any cost required to free the motor vehicle from all liens or claims. Any amount paid by Creditor to the third party will be added to the amount you owe. You will use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor.

I. **Statements of Warranty:** If the vehicle is of a type that is covered by a manufacturer's warranty, you agree that the manufacturer's warranty is not a part of this contract. You get limited warranties of merchantability and fitness for the purpose of covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as provided by state law.

J. **Agreement to Keep Your Vehicle Insured:** You must insure yourself and the Creditor against loss or damage to the vehicle. The insurance must cover loss due to collision, fire, and theft. The insurance must be for the actual cash value of the vehicle. A \$100 deductible is required unless the Creditor approves a higher amount. The type and amount of insurance must be approved by the Creditor. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed. The insurer must be authorized to do business in Texas.

K. **Physical Damage Insurance Proceeds:** You must use physical damage insurance proceeds to repair the motor vehicle, unless Creditor agrees otherwise in writing. However, if the motor vehicle is a total loss, you must use the insurance to pay what you owe the Creditor. You agree that the Creditor can use any proceeds from a physical damage insurance policy to pay the amount you owe the Creditor. If you have a physical damage insurance policy, you must notify the Creditor of the policy. If you have a physical damage insurance policy, you must notify the Creditor of the policy. If you have a physical damage insurance policy, you must notify the Creditor of the policy.

L. **Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance or service contracts for services included in the cash price. You agree that the Creditor can claim benefits under these contracts and, unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe or repair the motor vehicle. If the Creditor gets a refund on insurance or service contracts, or other contracts included in the cash price, the Creditor will refund it to you. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

M. **Returned Check Charge:** You agree to pay a returned check charge of \$30.00 for each check, draft, electronic payment, or other payment method that is dishonored for any reason. You agree that if you do not pay a returned check charge, it is due or AM. You agree that if you do not pay a returned check charge, it is due or AM. You agree that if you do not pay a returned check charge, it is due or AM. You agree that if you do not pay a returned check charge, it is due or AM.

N. **Repossession:** If you default, the Creditor may repossess you to pay at once the unpaid Amount Financed, the earned and unpaid portion of the Finance Charge, and all other amounts due under this contract, without prior notice or demand. The Creditor may also take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give up the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no other than the Creditor's transferring ownership to the Creditor. A person selected by the Creditor, you must also provide documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

O. **Disposition of the Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less the allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses are those paid as a direct result of having to return the vehicle, hold it, prepare it for sale, and sell it. Reasonable broker's fees, if the lender is not an employee of the Creditor and legal costs are allowed, even if there is any money left (surplus), it will be paid to you unless Creditor must pay it to someone else. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest bond rate until you pay.

P. **Collection Costs:** You must pay any legally permitted expenses related to enforcing this contract, including collection expenses, lawyer's fees (if the lawyer is not an employee of the Creditor) and other legal expenses.

Q. **Consumer Reports:** You authorize the Assigned listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

R. **Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, pre-recorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you have changed as a result. AM

S. **Applicable Law:** You agree that this contract is governed by the laws of the state of Texas. AM

T. **General:** This contract contains the entire agreement between Creditor and you regarding the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't exercise its rights over the vehicle, Creditor can still enforce them and/or Creditor will exercise its rights in a lawful way.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment. By Assignee or anyone else without further notice to Buyer, this consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

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

Used Motor Vehicle Buyers Guide: If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos 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.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION
Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("you" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither Party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: (1) Claims to contract, tort, reformation or otherwise; (2) Claims regarding the validity or enforceability of this provision or arbitrability of any dispute or controversy; (3) Claims between you and us, our employees, agents, successors, assignees, affiliates; (4) Claims arising out of, relating to, your application for credit, this contract, or any resulting transaction or relationship, including but not limited to the dealer, or any such relationship with any party, who do not sign this contract.

CHOICE OF YOU AND US TO AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY;
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS ACTION YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION;
- BROAD RIGHTS TO DISCOVER AS ARE AVAILABLE IN A LAWSUIT;
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR;
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT.

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrable, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: (1) Right to file testimony in court; (2) Right to enforce the security interest in the vehicle; (3) Right to enforce the security interest in the vehicle; (4) Right to request that a court of law review whether the arbitrator exercised its authority; and (5) Right to seek remedies in small claims court for disputes or claims that are not arbitrable. You or we may choose the American Arbitration Association (www.adr.org), or any other neutral, to conduct the arbitration. The applicable rules (the "Rules") will be chosen by the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (5 U.S.C. § 1 et seq.). The arbitration decision shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that any provision of this contract, including this arbitration provision, is unenforceable under applicable law, the remainder of this contract shall be enforceable. Each party shall be responsible for its own attorneys' fees and other costs, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is entered or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

Date: 06/16/2020

Dealer: LADE FORD

PO BOX 7 - 120 SOUTH FRANKSTON HWY
FRANKSTON, TX 75763

Property: 2018 FORD F350

Vin: 1FT8W3BT8JEC66638

Date of Contract: 06/12/2020

FIBER NETWORK SOLUTIONS INC
21262 US HWY 69 S
TYLER, TX 75703-9104

Dear Customer:

We are pleased to service the financing on the property described above. On reviewing the contract, we noticed and corrected the following error(s).

The provider or fee was incorrect or left blank in error. The correct disclosure of the fee of \$10.00 should state TO: Smith County FOR: Road and Bridge.

No further action is required from you. Keep this notice as your record of the change(s) made. If you have any questions do not hesitate to contact us at the address above.

Sincerely,

Ford Motor Credit Company



TitleExplorer



Account Details - for [REDACTED]

[Go Back](#)

Account Number

[REDACTED]

Status

ACTIVE

Enter a Ticket

[View Account Documents \(/TitleAccount/AppXtenderViewer?accountNumber=\[REDACTED\]&clientId=0002\)](/TitleAccount/AppXtenderViewer?accountNumber=[REDACTED]&clientId=0002)

[Show/Add Comments](#)

Account Requests

[Request Duplicate Title](#)

Request Customer Move Without Title

Request Name Change TOE Without Title

Request Copy ELT Record

Request ELT Repo

Go Back

Customer Information

FIBER NETWORK SOLUTIONS INC

21262 US HWY 69 S

TYLER, TX, 757039104

1FT8W3BT8JEC66638

Customers:

Co-Owner:

Address:

VIN:

Account Information

Retail

DD

TRP

FORD

LADE AND HERRINGTON F...

2018

Account Type:

Branch:

Account Status:

License Plate:

State:

Vehicle Make:

Dealer:

Year:

ACTIVE

06/19/2020

05/31/2023

06/12/2020

[REDACTED]

Contract Status:**Title Trust:****Account Rec'd:****Last Changed:****Contract Date:****Final Payment:****Activities**[REDACTED]
6/29/2020 8:17:58 AM

Document type is OTHER BRANCH and number is [REDACTED]

AUTOMTCH

6/26/2020 9:11:33 AM

VERIFICATION, PERFECT ELECTRONIC TITLE Details 130226779

Perform ELT Action



TitleExplorer



Title Details - 1FT8W3BT8JEC66638

Back

Title Information

FIBER NETWORK SOLUTIONS INC

1FT8W3BT8JEC66638

TX

00100143998151310

DISPOSITION PERFECT

Account No:

Customer:

VIN:

Issue State:

Batch No:

Title Number:

PA Lien Date:

Title Status:

E
Electronic Title

Discrepant Information**Owners:****FIBER NETWORK SOLUTIONS INC****FIBER NETWORK SOLUTIONS INC****Co-Owners:****Lienholder:****FMCC ELT****[REDACTED]****FORD MOTOR CREDIT CO****VIN:****1FT8W3BT8JEC66638****1FT8W3BT8JEC66638****Vehicle Year:****2018****2018**

User Information

Corrected By:

Manual By:

Dispositioned By:

AUTOMTCH

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