

STATE OF NORTH CAROLINA
COUNTY OF JONES

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE No.: 21 CvD 134

CAROLINA LEASE)
MANAGEMENT GROUP, LLC,)
)
Plaintiff,)
)
v.)
)
CHARLES GREENE,)
)
Defendant.)

_____)
CHARLES D. GREENE, *on behalf*)
of himself and all others)
similarly situated,)
)
Counterclaimant,)
)
v.)
)
CAROLINA LEASE)
MANAGEMENT GROUP, LLC,)
)
Counterclaim Defendant.)
_____)

FILED
2021 APR -8 PM 9:20
JONES COUNTY, N.C.
Y

AMENDED ANSWER and
CLASS COUNTERCLAIM
OF CHARLES D. GREENE
(Jury Trial Demanded)

NOW COMES Charles D. Greene (hereinafter "Mr. Greene"), the Defendant and Counterclaim Plaintiff herein, by and through counsel, and submits this amended pleading as of right and as allowed under Rule 15(a) of the North Carolina Rules of Civil Procedure to the Plaintiff Carolina Lease Management Group LLC's (hereinafter "Carolina Lease Management") complaint in this action.

The Defendant and Counterclaim Plaintiff Charles D. Greene answers the complaint filed in this action and asserts a class counterclaim on behalf of himself

and all others similarly situated in North Carolina who have entered into a transaction with Carolina Lease Management for a purported "rent-to-own" transaction for a storage shed or portable building whereby such transaction violates the North Carolina Retail Installment Sales Act (RISA) codified in Chapter 25A of the North Carolina General Statutes.

AMENDMENT TO THE DEFENDANT'S ANSWER AND COUNTERCLAIM

1. As allowed under Rule 15(a) of the North Carolina Rules of Civil Procedure, the defendant Mr. Greene may amend his pleading as of right at any time before a responsive pleading is served.

2. A counterclaim was set out in the answer previously filed by Mr. Greene so that a responsive pleading is required under the Rules of Civil Procedure. As of the date of this amended answer, no responsive pleading has been filed thereto so that Mr. Greene may amend his answer as of right.

3. This amended answer and counterclaim is filed as of right and as allowed under the North Carolina Rules of Civil Procedure.

ANSWER AND RESPONSE TO THE PLAINTIFF'S COMPLAINT

1. As set forth in the Complaint to Recover Possession of Personal Property (Form AOC-CVM-202), Mr. Greene admits that he is a resident of Jones County, North Carolina. The Defendant denies the remaining allegations in Paragraph 1 of the Small Claims complaint (Form AOC-CVM-202) filed herein in which the Carolina Lease Management alleges as follows:

- a) that the Defendant has in his possession personal property belonging to the plaintiff;
- b) that the Plaintiff is entitled to possession of the property;
- c) that the Defendant has unlawfully kept possession of the property depriving the Plaintiff of its use;
- d) that the Plaintiff is entitled to damages.

2. The Defendant further responds to the allegations contained in Paragraph 1 of Exhibit 1 attached to the Plaintiff Carolina Lease Management's Complaint in Small Claims Action whereby the Defendant admits that Carolina Lease Management is a foreign limited liability company authorized to do business within the State of North Carolina.

3. The Defendant admits that he is a citizen and resident of Jones County, North Carolina as alleged in Paragraph 2 of Exhibit 1 attached to the Plaintiff's complaint.

4. The Defendant admits that he resides at 10860 US 17 South in Pollacksville, North Carolina as alleged in Paragraph 3 of Exhibit 1 attached to the Plaintiff's complaint.

5. The Defendant admits that he entered into a purported Rental Purchase Agreement and that the document attached to the Plaintiff's complaint as Exhibit "1A" appears to be an accurate copy of such document. However, the Defendant denies that the document is of any legal validity as will be set forth in more detail below. The Defendant contends that the purported document is void as

against public policy under N.C. Gen. Stat. § 25A-44 and the Defendant has no liability to the Plaintiff Carolina Lease Management. Except as expressly admitted herein, the allegations in Paragraph 4 of Exhibit 1 attached to the Plaintiff's complaint are denied.

6. The Defendant admits that a portable storage building was delivered to the Defendant's residence located at 10860 US 17 South, Pollacksville, NC 28573. Except as expressly admitted herein, the remaining allegations in Paragraph 5 of Exhibit 1 attached to the Plaintiff's complaint are denied.

7. The allegations in Paragraph 6 of Exhibit 1 attached to the Plaintiff's complaint are denied. The purported agreement is void as against public policy and there can be no breach of such agreement.

8. The allegations in Paragraph 7 of Exhibit 1 attached to the Plaintiff's complaint constitute a prayer for relief to which no response is necessary. To the extent that a response is required, it is denied that the Plaintiff is entitled to the relief sought and that any factual allegation contained therein is denied.

9. The allegations in Paragraph 8 of Exhibit 1 attached to the Plaintiff's complaint constitute a prayer for relief to which no response is necessary. To the extent that a response is required, it is denied that the Plaintiff is entitled to the relief sought and that any factual allegation contained therein is denied.

10. The allegations in Paragraph 9 of Exhibit 1 attached to the Plaintiff's complaint constitute a prayer for relief to which no response is necessary. To the

extent that a response is required, it is denied that the Plaintiff is entitled to the relief sought and that any factual allegation contained therein is denied.

DEFENDANT'S RESPONSE TO "AFFIDAVIT OF DEBT"
ATTACHED TO THE PLAINTIFF'S COMPLAINT

The Defendant and Counterclaimant further responds to the allegations contained in the "Affidavit of Debt" attached to the Plaintiff's complaint.

1. The Defendant is without sufficient information so as form a belief as to the truth or falsity of the allegations contained in Paragraph 1 of the Affidavit of Debt attached to the Plaintiff's complaint and the same are therefore denied.

2. The Defendant is without sufficient information so as form a belief as to the truth or falsity of the allegations contained in Paragraph 2 of the Affidavit of Debt attached to the Plaintiff's complaint and the same are therefore denied.

3. The Defendant admits that he entered into a written transaction with the Plaintiff herein and the document attached to the Plaintiff's complaint appears to be a true copy of the terms of the purported agreement. The Defendant denies that the agreement is of any legal validity as the agreement is void as against public policy under N.C. Gen. Stat. § 25A-44. Except as expressly admitted herein, the remaining allegations in Paragraph 3 of the Affidavit of Debt attached to the Plaintiff's complaint are denied.

4. The Defendant admits that a portable storage building was delivered to the Defendant's residence and that the Defendant made payments pursuant to the purported agreement. The Defendant denies that the purported agreement is legally valid and that the Defendant has or had any obligations under the purported

agreement. Except as expressly admitted herein, the remaining allegations in Paragraph 4 of the Affidavit of Debt attached to the Plaintiff's complaint are denied.

5. The Defendant denies that the purported agreement is legally valid and that the Defendant has or had any obligations under the purported agreement. Except as expressly admitted herein, the remaining allegations in Paragraph 5 of the Affidavit of Debt attached to the Plaintiff's complaint are denied.

6. The Defendant admits that the Plaintiff is not in possession of the property but denies that the Plaintiff is entitled to possession. Except as expressly admitted herein, the remaining allegations in Paragraph 6 of the Affidavit of Debt attached to the Plaintiff's complaint are denied.

MOTION TO DISMISS

The Plaintiff's complaint fails to state a claim upon which relief can be granted and the Defendant moves this Court to dismiss the Plaintiff's complaint pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure.

CLASS COUNTERCLAIM **(Summary of Class Counterclaim)**

1. Through his class counterclaim, Mr. Charles Greene seeks on behalf of himself and all other North Carolina residents who entered into a "rent-to-own" transaction with Carolina Lease Management a judgment declaring that the transaction is void under North Carolina law. Mr. Greene further seeks for himself and all other North Carolina residents to recover all money paid to Carolina Lease Management under the rent-to-own transaction and for these damages to be trebled as mandated under Chapter 25A and Chapter 75 of the North Carolina General

Statutes. Mr. Greene also seeks damages and statutory damages under North Carolina's debt collection statute under Article 2, Chapter 75 of the General Statutes. Finally, Mr. Greene seeks to shift the liability for legal fees to Carolina Lease Management under the applicable statutes.

2. In a nutshell and as set out in more detail below, the North Carolina Retail Installment Sales Act encompasses within its definition of a "consumer credit sale" a bailment or lease if the lessee agrees to pay over the life of the lease the value of the goods and services involved and if the lessor must transfer ownership at the end of the lease for no other compensation or for nominal compensation. *See* N.C. Gen. Stat. 25A-2(b).

3. The North Carolina RISA statute includes in its definition of a "consumer credit sale" a contract in the form of a lease, including a lease that is terminable at will by the lessee where the lease is renewed periodically by making the required payments and if the lessor must transfer ownership for no other or nominal consideration after making a specified number of payments. Nominal consideration is defined as no more than 10% of the cash price of the property at the time of the transaction. An additional requirement is that the lessee must pay more than 10% of the value of the property and services over the life of the lease to acquire ownership. N.C. Gen. Stat. § 25A-2(b)(1) and (b)(2). The legislative intent in including these terminable leases as credit sales was to ensure that sellers do not evade the legislative limits on finance charges for credit sales intended to protect consumers.

4. If a transaction is governed by North Carolina's RISA statute, other provisions apply to the transaction such as a maximum finance charge payable to the lessor. N.C. Gen. Stat. § 25A-15.

5. The RISA statute also provides remedies and penalties if a seller violates the applicable provisions. For example, if a contract requires payment of more than two times what is allowed under RISA, the contract shall be void and the seller shall not recover anything under such contract and the purchaser may retain any goods without liability. N.C. Gen. Stat. § 25A-44(2).

6. Mr. Greene entered into a transaction with Carolina Lease Management which is governed by the North Carolina Retail Installment Act and the transaction violates the Act in several respects. Mr. Greene further alleges, based on his attorney's investigation, that Carolina Lease Management has utilized form contracts substantially similar to the one that he executed with scores if not hundreds of North Carolina residents who have thus likewise been paying money on a contract that North Carolina has deemed violates its public policy. Violations of North Carolina's RISA statute also constitute unfair and deceptive trade practices under Chapter 75 of the General Statutes and treble damages are mandated.

7. The purpose of this class action is to seek redress for Mr. Greene and for other persons similarly situated who entered into a similar transaction with Carolina Lease Management and for claims stemming from that transaction.

PARTIES

8. Carolina Lease Management Group, LLC is a foreign limited liability company formed under the laws of the State of Tennessee. At present, Carolina Lease Management, LLC is identified by the North Carolina Secretary of State with an identification number of 1095248 and is listed as an active company but is not current with its required filings with the North Carolina Secretary of State.

9. Charles D. Greene is, and at all times relevant herein, has been a citizen and resident of Jones County, North Carolina.

10. The class of persons on behalf of whom the Defendant and Counterclaim Plaintiff Charles D. Greene seeks to assert the following class counterclaims consists of all individuals who entered into a Rental Purchase Agreement with Carolina Lease Management Group, LLC for personal property in a form substantially similar to the form contract that the Defendant Charles D. Greene entered into with Carolina Lease Management and attached hereto as Exhibit "A."

FACTUAL ALLEGATIONS

11. On February 13, 2015, Mr. Greene entered into a transaction for a Rental Purchase Agreement for a storage shed at a small sales lot in Craven County.

12. Mr. Greene entered into the transaction to acquire the storage shed to store personal items for his household. The storage shed was placed at Mr. Greene's residence and is currently in his backyard.

13. The transaction for the storage shed was made to appear as a "rent-to-own" transaction whereby Mr. Greene would make payments of \$189.93 for 48 months. Once the final payment of \$189.93 was paid, Carolina Lease Management would then be obligated to transfer ownership of the storage shed to Mr. Greene.

14. The cash price of the storage shed, which included delivery to Mr. Greene's property, was listed at \$4,270.00 plus applicable sales tax.

15. The dollar total of payments necessary for ownership is \$9,116.64 which is calculated by multiplying \$189.93 by 48 payments.

16. The transaction states that the "lease" term is renewable each month by the lessee solely by the lessee making the next month's rental payment, in advance, for each additional month that the lessee wishes to retain the property.

17. After Mr. Greene had made many payments pursuant to this transaction, he got behind on the stated payments due to his low income and other financial demands, such as utility payments and other necessities. When this occurred, Carolina Lease Management, or someone acting on its behalf, would telephone Mr. Greene incessantly and demand money from him or otherwise attempt to collect on this alleged debt.

18. Often during a phone call from Carolina Lease Management, a representative would loudly and rudely state that "they [Carolina Lease Management] were coming to get the shed right now" unless Mr. Greene immediately paid a sum of money.

19. During the phone calls with a representative of Carolina Lease Management, Mr. Greene was often very upset, angry, moody and frustrated with the caller since he was doing the best he could and the payment requests placed great strain on the family's finances.

20. At times, Mr. Greene would receive demand notices for payment from entities in which the notice would state that the account has been turned over to it for repossession. Mr. Greene would struggle to obtain sufficient funds to forestall any attempted repossession often at exaggerated "service fees" or other costs which would again cause Mr. Greene and his spouse financial hardships.

21. Additionally, Carolina Lease Management filed a small claims action in order to take possession of the storage shed because of Mr. Greene's alleged default in payments. Mr. Greene was required to travel to the Jones County courthouse to defend himself against the allegations and to pay additional sums to the Clerk of Court so as to appeal the case after the magistrate ruled against him.

22. Upon information and belief, Mr. Greene has paid approximately \$7,734.45 to Carolina Lease Management since entering into this transaction but such sum is subject to verification through discovery directed to Carolina Lease Management.

23. Mr. Greene has suffered anxiety, stress, changes in mood as well as out-of-pocket losses and expenses as a result of the actions taken by the defendant Carolina Lease Management and has paid approximately \$7,734.45 on a contract

that should be declared void as against public policy set forth under North Carolina's General Statutes.

CLASS ALLEGATIONS

24. The Defendant and Counterclaim Plaintiff Charles D. Greene is one of numerous North Carolina residents who have entered into a transaction for the lease of a storage shed or other personal property with Carolina Lease Management Group, LLC that violates the North Carolina Retail Installment Sales Act and that have been victims of abusive debt collection practices as well as unfair and deceptive acts or practices prohibited under Chapter 75 of the North Carolina General Statutes.

25. Mr. Greene seeks to maintain this Amended Answer and Counterclaim as a class counterclaim pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on behalf of himself and all other similarly situated.

26. The proposed class definition is as follows:

All persons residing in North Carolina who entered into a Rental Purchase Agreement with Carolina Lease Management Group, LLC for personal property in a form substantially similar to the form contract that Carolina Lease Management Group, LLC entered into with Charles D. Greene and attached hereto as Exhibit A.

27. Upon information and belief, the class is so numerous, in excess of five hundred persons, that joinder of the class is impractical; there are questions of law and fact common to the class and the claims and defenses of Defendant and Counterclaim Plaintiff Mr. Greene are typical of the claims and defenses of the

class; and the Defendant-Counterclaim Plaintiff Mr. Greene and his counsel will adequately represent and protect the interests of the class.

28. For several years, Carolina Lease Management Group, LLC has used a form lease/purchase contract that is substantially similar to the one attached hereto as Exhibit A and which the North Carolina Retail Installment Sales Act defines as a "consumer credit sale."

29. Carolina Lease Management is charging, collecting or imposing "finance charges"¹ under this contract at rates which exceed the amount authorized under the North Carolina Retail Installment Sales Act, thus rendering the contract void under North Carolina law. Such practices also constitute an unfair trade practice under Chapter 75 of the North Carolina General Statutes.

30. Carolina Lease Management is further subjecting numerous North Carolina residents to abusive debt collection practices in attempting to collect amounts that are not legally owed in violation of Article Two of Chapter 75 of the North Carolina General Statutes.

31. Carolina Lease Management has acted or continues to act and will continue to act on grounds generally applicable to the class making injunctive or declaratory relief appropriate with respect to the class as a whole. Separate actions by individual members of the class would create a risk of inconsistent adjudications with respect to individual members of the class and establish inconsistent standards of conduct for Carolina Lease Management.

¹ The average cash retail value of the goods and average retail value, if any, of such services shall be used to determine the amount financed for purposes of G.S. § 25A-15.

32. Questions of law and fact common to the members of the class predominate over any question affecting only an individual member or members and a class action is superior to other available methods for the fair and effective adjudication of the controversy. These questions include but are not limited to:

- Is a contract in the form of Exhibit A a "consumer credit sale" as defined under North Carolina's Retail Installment Sales Act?
- Is a contract in the form of Exhibit A void as against public policy under N.C. Gen. Stat. § 25A-44?
- May a lessee who entered into a contract in the form of Exhibit A recover all of his money paid under the agreement?
- Did Carolina Leasing commit an unfair and deceptive act or practice in leasing personal property pursuant to a contract in the form of Exhibit A attached hereto?
- May money paid under a contract in the form of Exhibit A be trebled as damages under the North Carolina Unfair and Deceptive Practices Act?
- Is a transaction entered into in the form of Exhibit A void as against public policy?

CLAIMS FOR RELIEF

WHEREFORE, Mr. Greene, on his own behalf and on behalf of the members of the class, asserts the following claims and requests relief as follows:

FIRST CLAIM FOR RELIEF and COUNTERCLAIM
(Declaratory Judgment)

33. The allegations in Paragraphs 1 through 32 are re-alleged and incorporated by reference as if set forth fully herein.

34. This First Claim for Relief asserts an individual and class counterclaim on behalf of all members of the proposed class and all allegations set out elsewhere in this Amended Answer and Class Counterclaim are incorporated by reference.

35. Mr. Greene is entitled to and requests a declaration that the contract attached hereto as Exhibit A and incorporated by reference as if set forth fully herein and the similar contracts that he and other class members entered into with Carolina Lease Management constitute a "consumer credit sale" under the North Carolina Retail Installment Sales Act set forth under Chapter 25A of the North Carolina General Statutes.

36. Mr. Greene is entitled to and requests a declaration that in using these contracts, Carolina Lease Management is imposing, charging and/or collecting a finance charge in excess of that allowed under North Carolina's Retail Installment Sales Act.

37. Mr. Greene is entitled to and requests a declaration that the said contracts are void under N.C. Gen. Stat. § 25A-44.

38. Mr. Greene is entitled to and requests a declaration that any attempt by Carolina Lease Management to collect any money, fee, sum of any sort under the

contracts is a violation of the North Carolina debt collection statute set forth under Article Two of Chapter 75 of the General Statutes.

39. Mr. Greene is entitled to and requests a declaration that the actions and practices of Carolina Lease Management in preparing and entering into these contracts constitute an unfair trade practice within the meaning of Article 1, Chapter 75 of the North Carolina General Statutes.

SECOND CLAIM FOR RELIEF and COUNTERCLAIM
(Transaction Void under NC RISA Statute)

40. The allegations in Paragraphs 1 through 39 and all allegations set out elsewhere in this Amended Answer and Class Counterclaim are re-alleged and incorporated by reference as if set forth fully herein.

41. The purported agreements between Carolina Lease Management and Mr. Greene and class members are void as against public policy as set forth under N.C. Gen. Stat. § 25A-44.

42. The purported agreements between Carolina Lease Management and Mr. Greene are properly characterized as a "consumer credit sale" as the term is defined under the North Carolina Retail Installment Sales Act. N.C. Gen. Stat. § 25A-2.

43. Mr. Greene and other class members entered into these lease/purchase transactions for a "consumer" purpose that is, the storage sheds and other personal property were purchased for a "personal, family, household, or agricultural purpose." N.C. Gen. Stat. § 25A-2(a).

44. The storage sheds and other personal property were delivered to Mr. Greene's residence and those of other class members. *See, e.g.*, ¶ 5, Plaintiff's Exhibit to Complaint.

45. The North Carolina Retail Installment Sales Act codified in Chapter 25A of the General Statutes applies to "consumer credit sales as hereinafter defined" and governs the transaction between Carolina Lease Management Group, LLC and Mr. Greene. N.C. Gen. Stat. § 25A-1.

46. Under North Carolina's Retail Installment Sales Act, a sale includes but is not limited to any contract in the form of a bailment or lease if the bailee or lessee contracts to pay as compensation for use a sum substantially equivalent to or in excess of the aggregate value of the goods and services involved, and it is agreed that the bailee or lessee will become, or for no other or for a nominal consideration, has the option to become, the owner of the goods and services upon full compliance with his obligations under such contract.

N.C. Gen. Stat. 25A-2(b).

47. The definition of "sale" under North Carolina's Retail Installment Sales Act specifically

includes a contract in form of a terminable bailment or lease of goods or services in which the bailee or lessee can renew the bailment or lease contract periodically by making the payment or payments specified in the contract if:

(1) [t]he contract obligates the bailor or lessor to transfer ownership of the property to the bailee or lessee for no other or a nominal consideration (no more than ten percent 10% of the cash price of the property at the time the bailor or lessor initially enters into the contract with the bailee or lessee) upon the making of a specified number of payments by the bailee or lessee;

and

(2) [t]he dollar total of the specified number of payments necessary to exercise the purchase option is more than ten percent (10%) in excess of the aggregate value of the property and services involved. For the purposes of this subsection, the value of the goods shall be the average cash retail value of the goods. [. . .]. If a contract is found to be a sale under this subsection, these values shall be used to determine the amount financed for purposes of G.S. 25A-15.

N.C. Gen. Stat. § 25A-2(b).

48. Carolina Lease Management provided no services to Mr. Greene over and above those included in the cash price, and no or nominal services to other class members.

49. As set forth in Paragraph 2F of the agreement attached hereto as Exhibit A and in similar agreements, the lessee will pay substantially more than the aggregate value of the property and services purchased under the agreement and, after making a set number of payments, the lessor Carolina Lease Management is obligated to transfer ownership to the lessee for no additional or nominal consideration thus meeting the first part of the definition of the "consumer credit sale" under North Carolina's RISA statute.

50. As set forth in Paragraph 2E of the agreement attached hereto as Exhibit A and in similar agreements of other class members, this transaction is a terminable lease--that is, the lessee Charles Greene and other class members may but are not required to renew the term of the lease by making the payments under the lease.

51. Under § 25A-2(b), if a transaction is a consumer transaction and meets the criteria set out in that statute, the transaction is deemed a "consumer credit sale" under the North Carolina Retail Installment Sales Act.

52. In these transactions, Carolina Lease Management is obligated to transfer ownership of the goods if the lessee makes the "specified number" of payments (48 payments). No additional consideration is required of the lessee and the first part of the "sale" definition is satisfied. N.C. Gen. Stat. § 25A-2(b)(1).

53. In Mr. Greene's contract, the second part of the definition of "sale" is met because 48 payments of \$189.93 equals \$9,116.64 which is certainly more than 10% in excess of the "average cash retail value" of the goods sold. N.C. Gen. Stat. § 25A-2(b)(2). The contracts of other class members likewise provide for a total of payments which exceed the "average cash retail value" of the goods sold.

54. Because Mr. Greene's and other class members' transactions with Carolina Lease Management meet the definition of a "sale" under North Carolina's RISA, they are consumer credit sales governed by Chapter 25A of the General Statutes even though the transactions are terminable by the lessee/purchaser.

55. The North Carolina RISA statute further states that a consumer credit sale is deemed to have been made in North Carolina when offered or agreed to be sold to a North Carolina resident and Mr. Greene and all other class members entered into the transactions within the State of North Carolina. *See* N.C. Gen. Stat. §25A-2(d).

56. For a transaction governed by the North Carolina RISA, the maximum interest rate that may be charged is 18% per annum if more than \$3,000.00 is financed. N.C. Gen. Stat. § 25A-15(b).

57. The amount financed in the transaction between Carolina Lease Management and Mr. Greene, for example, is the cash price of \$4,270.00 and the finance charge is the "[i]nterest, time price differential, service, carrying or other similar charge however denominated" is \$4,846.64 over 48 months. This yields an effective annual percentage rate of 43.673%--far in excess of the maximum amount allowed under § 25A-15(b) of the Act. An amortization schedule is attached hereto as Exhibit B and incorporated by reference as if set forth fully herein.

58. By way of comparison, if the maximum rate of 18% was charged on an amount financed of \$4,270.00 over 48 months, the finance charge would be \$1,756.40. An amortization schedule is attached hereto as Exhibit C and incorporated by reference as if set forth fully herein.

59. The North Carolina RISA provides that if "a consumer credit sale requires payment of a finance charge of more than two times that permitted by this Chapter, the contract shall be void." N.C. Gen. Stat. § 25A-44(2).

60. As shown by the amortization schedules attached hereto and incorporated by reference, Carolina Lease Management is charging Mr. Greene a rate of approximately 43.673% which is more than two times that allowed under North Carolina's RISA ($18\% \times 2 = 36\%$ or, \$4,846.64 is greater than \$3,512.80 which is $2 \times \$1,756.40$).

61. The Defendant and Counterclaimant Charles Greene, through counsel's investigation, has found scores of instances where agreements between Carolina Lease Management and North Carolina residents for the lease/purchase of personal property were entered into whereby interest rates in excess of two times that allowed under North Carolina's RISA were charged. On information and belief, scores if not hundreds of other North Carolina residents were similarly overcharged by Carolina Lease Management.

62. Because these contracts are void under § 25A-44(2), the contracts are unenforceable against the Defendant and Counterclaimant Charles Greene as well as all other class members.

63. Further, in addition to any other remedies that may be available to Mr. Greene and class members, because the contracts are void, the lessee/purchaser may retain without any liability any goods delivered under the contract and the seller or assignee of the seller shall not recover anything under the contract. N.C. Gen. Stat. § 25A-44(2).

64. Because the contracts are void, Mr. Greene and other class members may recover all sums paid under the purported agreements as specified under § 25A-44 prohibiting the seller from recovering anything under the contract.

THIRD CLAIM FOR RELIEF and COUNTERCLAIM
(Unfair and Deceptive Trade Practices)

65. The allegations in Paragraphs 1 through 64 and all allegations set out elsewhere in this Amended Answer and Class Counterclaim are re-alleged and incorporated by reference as if set forth fully herein.

66. The Defendant and Counterclaimant Charles Greene and other class members are individuals who entered into the Rental Purchase Agreement with Carolina Lease Management to acquire a storage shed to be used for a "personal, family, household or agricultural purpose" within the meaning of the North Carolina Retail Installment Sales Act. N.C. Gen. Stat. § 25A-2(a).

67. Upon information and belief, Carolina Lease Management is either the seller or an assignee of a seller within the meaning of the North Carolina Retail Installment Sales Act. The term "seller" specifically includes an assignee of the seller's right to payment and, upon information and belief, Carolina Lease Management is included within this definition. *See* N.C. Gen. Stat. § 25A-6 (definition of "seller" includes assignee).

68. Upon information and belief, Carolina Lease Management enters into numerous similar transactions with residents of North Carolina as indicated in over 150 proofs of claim that have been filed in North Carolina bankruptcy courts and almost 700 proofs of claim have been filed in bankruptcy courts across the Southeastern United States. Mr. Greene is further informed and believes that Carolina Lease Management has commenced numerous actions like the one against Mr. Greene against other individuals in the state courts of North Carolina as shown by the Administrative Office of the Courts computer system in which almost 300 lawsuits have been filed against North Carolina residents.

69. Upon information and belief, Carolina Lease Management either enters into or is assigned many more transactions with North Carolina residents

such as described in the preceding paragraphs that are not reflected in proofs of claim filed through the federal court PACER system or reflected in the North Carolina Administrative Office of the Courts computer system.

70. These actions by Carolina Lease Management as alleged herein are "in and affecting commerce" within the meaning of N.C. Gen. Stat. § 75-1.1.

71. The North Carolina Retail Installment Sales Act further specifically states that a violation of the RISA statute is also a violation of § 75-1.1. *See* N.C. Gen. Stat. § 25A-44(4).

72. The Defendant and Counterclaimant Charles Greene and other class members paid a substantial amount of money to Carolina Lease Management which Carolina Lease Management was not entitled to receive because the agreement between Mr. Greene and Carolina Lease Management is void as against the public policy of this State. N.C. Gen. Stat. § 25A-44.

73. Upon information and belief, Mr. Greene has paid approximately \$7,734.45 to Carolina Lease Management pursuant to the purported agreement made in violation of public policy; Mr. Greene and other class members are entitled to recover the moneys paid to Carolina Lease Management under the form contracts which are the subject of this litigation.

74. The Plaintiff Carolina Lease Management has engaged in further unfair and deceptive actions against Mr. Greene and other class members such as commencing an action in the Small Claims Division of this and other Courts of this State which required Mr. Greene or other class members to travel to Court to

defend himself and to expend other sums as were and may be necessary to vindicate his interests in this matter for which Mr. Greene is entitled to recover.

75. Carolina Lease Management has willfully and knowingly violated the North Carolina Retail Installment Sales Act and § 75-1.1 as alleged in the preceding paragraphs. Carolina Lease Management utilizes the same form contract for each of its transactions consummated within the State of North Carolina; it uses similar collection methods against each individual and it has willfully and knowingly instituted numerous actions against individuals across North Carolina to collect money and/or property pursuant to a contract that is void under North Carolina law.

76. Carolina Lease Management's actions actually and proximately caused the damages inuring to Mr. Greene and other class members as alleged above through the imposition of "finance charges," fees and other charges not authorized by law and in which it was reasonably foreseeable that Carolina Lease Management's actions would cause damages, including payments beyond those permitted by law, and for some class members, collection activity that would cause anxiety and stress, as suffered by Mr. Greene for example, through Carolina Lease Management's efforts to collect on the illegal transaction described herein.

77. Mr. Greene has been further damaged as may be shown through discovery and proved at trial by the personal embarrassment, emotional distress and discord associated with the Carolina Lease Management's actions.

78. Mr. Greene and the class are entitled to have actual damages trebled pursuant to N.C. Gen. Stat. § 75-16 and to recover attorney's fees incurred in pursuing this matter pursuant to N.C. Gen. Stat. § 75-16.1

FOURTH CLAIM FOR RELIEF
(Unfair Debt Collection Practices)

79. The allegations in Paragraphs 1 through 78 and all allegations set out elsewhere in this Amended Answer and Class Counterclaim are re-alleged and incorporated by reference as if set forth fully herein.

80. The Defendant and Counterclaimant Mr. Greene and other class members incurred an alleged debt for consumer purposes within the meaning of N.C. Gen. Stat. § 75-50(1) in that they entered into a transaction for storage sheds to store miscellaneous household items or other personal property for household use as alleged above.

81. Carolina Lease Management is a "debt collector" within the meaning of N.C. Gen. Stat. § 75-50(3) and is not a "collection agency" regulated under Chapter 58 of the North Carolina General Statutes.

82. Carolina Lease Management violated the general provisions of § 75-52 by demanding money from Mr. Greene pursuant to a transaction that was void and cannot support Carolina Lease Management's claim for money owed.

83. By thus demanding payment as alleged above, Carolina Lease Management misrepresented or falsely characterized the legal status of the alleged debt in violation of the general provisions of N.C. Gen. Stat. § 75-54 and the specific provisions under § 75-54(4).

84. In addition, Carolina Leasing Management engaged in "conduct, the natural consequence of which is to oppress, harass, or abuse any person in connection with the attempt to collect any debt," whereby Mr. Greene received numerous telephone calls on numerous days from Carolina Lease Management Group, LLC or its agents or persons acting on its behalf, repeatedly and often several times in a single day or otherwise with such frequency as to be unreasonable or to constitute harassment. Carolina Lease Management's representative would demand payment or berate Mr. Greene for not making payments prior to Carolina Lease Management's initiation of the telephone calls.

85. During those telephone calls, Carolina Lease Management further falsely represented that the alleged obligation on the void transaction would be increased by attorney's fees and repossession fees in violation of the general provisions of § 75-54 and the specific provisions of § 75-54(6).

86. Carolina Lease Management further utilized unconscionable means to demand or attempt to obtain money from Mr. Greene whereby Carolina Lease Management asserted it was owed money and the right to possession of a storage shed pursuant to a void contract under law but filed a Small Claims action to obtain possession of the storage shed when it had no legal right to do so in violation of the general provisions of § 75-55 of the North Carolina General Statutes.

87. Mr. Greene has been damaged in that he has suffered anxiety, distress, nervousness as well as interruptions in his daily routines as a result of Carolina Lease Management's repeated and intrusive telephone calls and other

actions and through attempting to utilize legal process where no right to do so exists.

88. Mr. Greene has been damaged through out-of-pocket costs; through the emotional strain of further financial hardship, and the prospect of possibly losing personal property through the unconscionable means utilized by Carolina Lease Management herein.

89. Mr. Greene seeks to recover his actual damages as shown through discovery and proved at trial as well as statutory damages of not less than \$500 nor more than \$4,000 per violation as allowed under N.C. Gen. Stat. § 75-56 and to recover his attorney's fees as allowed under § 75-16.1.

WHEREFORE, the Defendant and counterclaim Plaintiff respectfully prays this Court for the following relief in behalf of himself and all others similarly situated:

1. That this Court dismiss the Carolina Lease Management's complaint pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure;

2. That this Court enter a declaratory judgment in this action declaring Carolina Lease Management's standard Rental Purchase Agreement void under North Carolina law;

3. That on behalf of himself and all others similarly situated that the Defendant and Counterclaimant have and recover all amounts paid to Carolina Lease Management and such other damages as may be shown at trial, and that such sum be trebled as allowed under N.C. Gen. Stat. § 75-16;

4. That on behalf of himself and all others similarly situated that the Defendant and Counterclaimant and all class members be allowed to retain the property without any further liability to Carolina Lease Management as authorized under N.C. Gen. Stat. § 25A-44;

5. That in addition to all other relief, all class members who have had their property repossessed by Carolina Lease Management receive damages equal to the fair market value of the property at the time of repossession.

6. That the Defendant and Counterclaimant recover for his individual damages under Article Two, Chapter 75 of the North Carolina General Statutes not less than \$10,000.00 as actual damages as well as statutory damages of not less than \$4,000 per violation for the multiple violations of the statute due to Carolina Lease Management's egregious conduct, while all others similarly situated recover statutory damages of not less than \$4,000 per violation;

7. That on behalf of himself and all others similarly situated that the Defendant and Counterclaimant recover his attorney's fees as authorized under N.C. Gen. Stat. § 25A-21 and § 75-16.1;

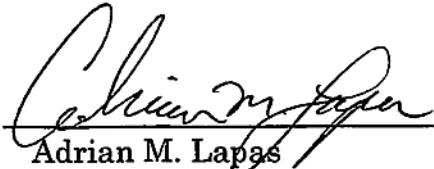
8. That a jury trial be granted on all issues herein allowed under law for the Defendant and Counterclaimant herein for himself and all others similarly situated;

9. That the costs of this action be taxed to the Carolina Lease Management; and

10. For such other and further relief as this Court deems just and proper.

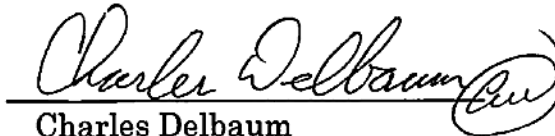
This the 8th day of April, 2021.

LAPAS LAW OFFICES, PLLC

By: 

Adrian M. Lapas
Attorney for Defendant and
Counterclaim Plaintiff
Post Office Box 10688
Goldsboro, NC 27532
Telephone: (919) 583-5400
Facsimile: (919) 882-1777
N.C. State Bar No.: 20022
email: adrian@lapaslaw.com

NATIONAL CONSUMER LAW CENTER

By: 

Charles Delbaum
Attorney for Defendant and
Counterclaim Plaintiff
7 Winthrop Square, 4th Floor
Boston, MA 02110
Telephone: (617) 542-8010
email: cdelbaum@nclc.org
(Application for admission *pro hac vice*
to be submitted)

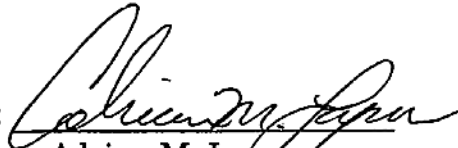
CERTIFICATE OF SERVICE

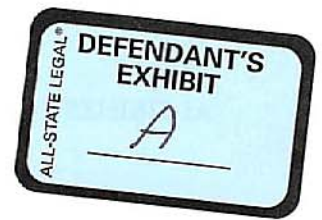
The undersigned does hereby certify that the foregoing AMENDED ANSWER and CLASS COUNTERCLAIM was served on the below listed party or attorney for said party by, unless an alternative method is specified below, depositing a copy hereof, first-class postage prepaid, in the United States mail, addressed to the party or attorney for each said party as follows:

Mr. Jonathan Williams
Cedar Grove Law
Post Office Box 1389
Hillsborough, NC 27278

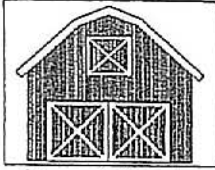
This the 5th day of April, 2021.

LAPAS LAW OFFICES, PLLC

By: 
Adrian M. Lapas
Attorney for Defendant



3454



Carolina Lease Management Group, LLC

H
Teleph
Fa:

Rental Purchase Agreement and Disclosure Statement (48 month)

This agreement (Pending final approval by Carolina Lease Management Group, LLC's Home Office located in Halls, TN, that all prices & payments contained herein are correct) made and entered into on this 13 day of FEBRUARY 2015, (a copy of which has been furnished to Consumer as evidenced by Consumer's signature as it appears below), by and between Carolina Lease Management Group, LLC, (or it's successors or assigns) having its principal place of business at 2726 Viar Rd, Halls, TN 38040 in Lauderdale County Tennessee, hereinafter referred to as "Lessor" and

(Name) CHARLE GREENE whose address is (Street/Route) 10860 US Hwy 17
(City) ROCKWELL (County) JONES (State) NC
(Zip Code) 28573 hereinafter referred to as "Consumer."

Witnesseth:

1. For and in consideration of mutual covenants and agreements hereinafter set forth, Lessor hereby leases to Consumer and Consumer hereby leases from Lessor that certain portable warehouse and equipment described in paragraph 2 (a) set out below.

2. The following information is hereby disclosed to the Consumer pursuant to State Laws and are terms and conditions of this agreement.

(a) The property to be leased, the subject of this agreement, is described as follows: New Used
10 X 20 LAETER BARN
SIDE PORCH
10 FT. WORKBENCH

(b) The total pre-tax cost of the leased property is \$ 4270.00 + Sales Tax

(c) The property is owned by Carolina Lease Management Group, LLC.

(d) The term of this agreement is for one month.

(e) Consumer may renew this agreement for consecutive terms of one month by making rental payments in advance for each additional month consumer wishes to rent the property.

(f) The rental payment is \$ 177.00 + Sales Tax (sales tax subject to change) = \$ 189.23 per month and is due on the 15th day of each succeeding month. If Consumer makes 48 monthly payments for a total cost of \$ 9116.64 and otherwise complies with this agreement, Consumer will acquire ownership of the rented property. At any time after Consumer has made the first rental payment Consumer may purchase the rented property for the total pre-tax cost of \$ 4270.00 + Sales Tax less 50% of all the rental payments Consumer has made (exclusive of taxes, reinstatement, and other charges.)

(g) Consumer will not own the property until the Consumer has made the number of payments and the total of payments necessary to acquire ownership.

(h) The total payments does not include other charges such as late payment, default, pick-up or reinstatement fees, and Consumer should read this contract for an explanation of these charges.

(i) Consumer is responsible for the fair market value of the property if it is lost, or stolen or damaged or destroyed.

(j) Consumer is responsible for maintaining the property while it is leased.

(k) Consumer shall not permit the leased property to be altered for the construction of shelves, addition of equipment and accessories or the placing of signs thereon and shall not permit the leased property to be tied to or otherwise affixed to any real estate in such a manner that the same cannot be removed without damage to the leased property.

(l) Consumer agrees not to, in any way, restrict the Lessor, its agents and/or independent contractors from access to the leased property. Consumer specifically grants to Lessor, its agents and/or independent contractors specific right of entry onto the Consumer's property, and waives any and all claims of wrongful entry onto the Consumer's property, during the initial delivery of said rental property and during the repossession of such leased property, whether such repossession is at the request of Consumer or caused by Consumer's default.

3. At the time of the execution of this agreement, the Consumer shall pay to the Lessor a security deposit in the amount of \$ 213.26 to be held by Lessor as security for the performance of all terms of this agreement and including, but not limited to, the payment or a redelivery charge.

Consumer: Charle Greene

Pink: (Customer Copy)

Such deposit (or such part thereof as has not been applied to remedy defaults of the Consumer) shall be refunded, without interest, only on the expiration of the term of this lease, if Consumer has not been late on rental payments for more than 3 times, and if all obligations of the Customer have been performed or discharged and Consumer exercises option to purchase. Lessor may from time to time use the proceeds of the deposits to apply towards any breach by Consumer of the terms of this lease, and in the event of such application upon demand to the Lessor, the consumer shall restore the deposit to its original amount.

4. Consumer may terminate this agreement without penalty by voluntarily surrendering the rented property upon expiration of any lease term. In that event, Consumer agrees to return the rented property to Lessor in the same condition it was on this date, normal wear and tear excepted and all payments shall be deemed fair rental value.

5. In the event of termination by Consumer, Consumer will still owe Lessor any past-due rental payments. If Consumer fails to make a timely rental payment, which otherwise would effectuate a termination of this agreement, Consumer shall have the right to reinstate the agreement without losing any rights or options by payment of all past-due rental charges, the reasonable cost of pick-up, redelivery, and refurbishing, and any applicable late fee within five (5) days of the renewal date.

6. If Consumer, at the request of Lessor or its agent, has returned or voluntarily surrendered the rented property to Lessor, in the event Consumer has paid not less than 60% of the amount called for under this contract, to obtain ownership, the reinstatement period shall be a term for thirty (30) days after the date of the return of the property. In the event that Consumer has paid not less than 80% of the amount called for under the contract to obtain ownership, the reinstatement period shall be extended to a total of sixty (60) days after the date of the return of the property.

7. The rented property shall be kept at the address shown above. It may not be moved from that address without the written consent of Lessor which consent shall not be unreasonably withheld.

8. Consumer may not assign any of Consumer's rights under this contract to any third party without the written consent of Lessor which consent shall not be unreasonably withheld.

9. Lessor shall have the right to examine and inspect the rented property at all reasonable times.

10. Notwithstanding anything contained in this agreement to the contrary, the lessor shall not be liable to the Consumer or to any other person, firm, or corporation by reason of the loss of, damage, or destruction is due to negligence of the Lessor, its agent, servants or employees. In the event, and whether or not such loss damage or destruction for the property kept in the leased premises is due the negligence of the Lessor, its agent, servants or employees, or otherwise the liability of the Lessor shall not exceed the value of the portable warehouse in question. In this regard, the Consumer warrants and guarantees to the Lessor that no property in excess of the said limit of liability shall be placed in or stored in the leased property other than at the sole peril of the Consumer. The Consumer assumes full responsibility for all contents in the building, and agrees to not hold the Lessor, its employees, or its agents, liable in any way for damages, destruction or loss of any kind to any property stored inside the building which is incurred during the act and/or process of repossessing the building.

11. Notice is hereby given to any holder of this instrument or any interest therein that to the extent this instrument may be deemed to be a consumer credit contract, the rights of such holder, if any, are subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant thereto, but with recovery by the debtor being limited to the amount paid by the debtor hereunder.

12. Consumer agrees to promptly remove all of consumer's personal belongings and property at the termination of this agreement, whether such termination is caused by Consumer's default, or by lapse of time, and Lessor may elect that any personal property not removed at such termination by Consumer is deemed abandoned by Consumer and same shall become the property of the Lessor without any payment or offset thereto; If Lessor shall not so elect, the Lessor may remove such property from the leased premises and store same at Consumer's risk and expense.

13. In the event the Lessor shall incur costs and expenses in enforcing the terms of the agreement because of the breach thereof by the Consumer or by the agents, servants, or employees of the Consumer, the Lessor shall recover from and the Consumer shall pay to lessor, all of the Lessor's cost and expenses by reason thereof, including but not limited to Lessor's reasonable attorney's fees. In the event Consumer defaults in complying with the terms of this Lease and Lessor proceeds to repossess the building, and Consumer pays the amount in arrears after Lessor has made the trip to repossess same, then Consumer shall pay Lessor in addition to payments in arrears all expenses pertaining to said trip.

14. The parties agree that the Consumer has examined the leased property, knows the condition thereof, and has agreed to lease the same in "as is" condition and that the Lessor has made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness or purpose of the leased property.

Consumer:

Charles Green

3454

15. Consumer agrees that the laws of the State of Tennessee, the home state of Lessor, shall govern this contract in all respects, and the Consumer further agrees to submit to the jurisdiction of Courts of Tennessee, including but not necessarily limited to the Courts of Lauderdale County, Tennessee, the site of the home office of the Lessor.

16. This agreement sets forth the parties' entire agreement and may not be changed except in paper writing signed by both parties.

17. By executing this agreement, Consumer agrees that:

- (a) Consumer has read and understands this agreement.
- (b) Consumer has been given a signed and legible copy with all blanks filled in.
- (c) Consumer has received the rented property in good condition.
- (d) Consumer hereby acknowledges the Lessor maintains the right to assign this contract to a third party and further agrees to remit rental payments to such party if so assigned.

18. In the event of default, consumer / lessee will be liable for a \$15.00 per month late charge plus any applicable sales tax, and all costs of collection including collection agency fees, reasonable attorney fees and court costs.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and date first above written.

LESSOR:

BY: _____
(For Home Office Use Only)

CONSUMER:

CO-CONSUMER:

X Charles Moore
SSN _____
Driver's License # _____

X _____
SSN _____
Driver's License # _____

Home Phone 252-617-5941
Cell Phone 252-617-5491
Employer DISABILITY
Work Phone _____

Home Phone _____
Cell Phone _____
Employer _____
Work Phone _____

Own or Rent Home Own
Name / Phone # of Landlord _____

Own or Rent Home _____
Name / Phone # of Landlord _____

ASSIGNMENT (For Office Use Only)

Carolina Lease Management Group, LLC has assigned all of its rights, title and interest in this agreement to Iberia Bank FSB and no other assignment of this agreement will be effective without the express written consent of Iberia Bank FSB.

Seller assigns this contract on _____, to _____ in accordance with the seller's assignment appearing below. Assignment is with recourse and subject to a separate agreement.

By _____ Title _____ (Seller)

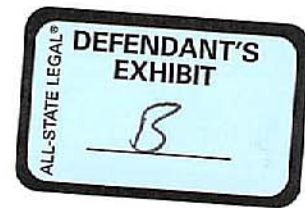
Seller sells and assigns to _____ its successors and assigns, all rights, title and interest in this retail installment contract. Seller gives assignee full power, either in its own or in seller's name, to take all legal or other actions which seller could have taken under this contract.

By _____

Greene, Charles

Compound Period: Monthly

Nominal Annual Rate: 43.675 %



AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/13/2015				4,270.00
1	03/15/2015	189.93	166.00	23.93	4,246.07
2	04/15/2015	189.93	154.54	35.39	4,210.68
3	05/15/2015	189.93	153.25	36.68	4,174.00
4	06/15/2015	189.93	151.92	38.01	4,135.99
5	07/15/2015	189.93	150.53	39.40	4,096.59
6	08/15/2015	189.93	149.10	40.83	4,055.76
7	09/15/2015	189.93	147.61	42.32	4,013.44
8	10/15/2015	189.93	146.07	43.86	3,969.58
9	11/15/2015	189.93	144.48	45.45	3,924.13
10	12/15/2015	189.93	142.82	47.11	3,877.02
2015 Totals		1,899.30	1,506.32	392.98	
11	01/15/2016	189.93	141.11	48.82	3,828.20
12	02/15/2016	189.93	139.33	50.60	3,777.60
13	03/15/2016	189.93	137.49	52.44	3,725.16
14	04/15/2016	189.93	135.58	54.35	3,670.81
15	05/15/2016	189.93	133.60	56.33	3,614.48
16	06/15/2016	189.93	131.55	58.38	3,556.10
17	07/15/2016	189.93	129.43	60.50	3,495.60
18	08/15/2016	189.93	127.23	62.70	3,432.90
19	09/15/2016	189.93	124.94	64.99	3,367.91
20	10/15/2016	189.93	122.58	67.35	3,300.56
21	11/15/2016	189.93	120.13	69.80	3,230.76
22	12/15/2016	189.93	117.59	72.34	3,158.42
2016 Totals		2,279.16	1,560.56	718.60	
23	01/15/2017	189.93	114.95	74.98	3,083.44
24	02/15/2017	189.93	112.22	77.71	3,005.73
25	03/15/2017	189.93	109.40	80.53	2,925.20
26	04/15/2017	189.93	106.47	83.46	2,841.74
27	05/15/2017	189.93	103.43	86.50	2,755.24
28	06/15/2017	189.93	100.28	89.65	2,665.59
29	07/15/2017	189.93	97.02	92.91	2,572.68
30	08/15/2017	189.93	93.63	96.30	2,476.38
31	09/15/2017	189.93	90.13	99.80	2,376.58
32	10/15/2017	189.93	86.50	103.43	2,273.15
33	11/15/2017	189.93	82.73	107.20	2,165.95

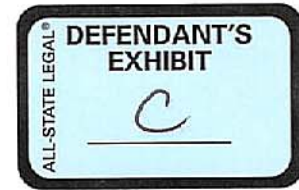
34	12/15/2017	189.93	78.83	111.10	2,054.85
2017 Totals		2,279.16	1,175.59	1,103.57	
35	01/15/2018	189.93	74.79	115.14	1,939.71
36	02/15/2018	189.93	70.60	119.33	1,820.38
37	03/15/2018	189.93	66.25	123.68	1,696.70
38	04/15/2018	189.93	61.75	128.18	1,568.52
39	05/15/2018	189.93	57.09	132.84	1,435.68
40	06/15/2018	189.93	52.25	137.68	1,298.00
41	07/15/2018	189.93	47.24	142.69	1,155.31
42	08/15/2018	189.93	42.05	147.88	1,007.43
43	09/15/2018	189.93	36.67	153.26	854.17
44	10/15/2018	189.93	31.09	158.84	695.33
45	11/15/2018	189.93	25.31	164.62	530.71
46	12/15/2018	189.93	19.32	170.61	360.10
2018 Totals		2,279.16	584.41	1,694.75	
47	01/15/2019	189.93	13.11	176.82	183.28
48	02/15/2019	189.93	6.65	183.28	0.00
2019 Totals		379.86	19.76	360.10	
Grand Totals		9,116.64	4,846.64	4,270.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
43.673 %	\$ 4,846.64	\$ 4,270.00	\$ 9,116.64

Greene, Charles

Compound Period: Monthly

Nominal Annual Rate: 18.000 %



AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/13/2015				4,270.00
1	03/15/2015	125.55	68.32	57.23	4,212.77
2	04/15/2015	125.55	63.19	62.36	4,150.41
3	05/15/2015	125.55	62.26	63.29	4,087.12
4	06/15/2015	125.55	61.31	64.24	4,022.88
5	07/15/2015	125.55	60.34	65.21	3,957.67
6	08/15/2015	125.55	59.37	66.18	3,891.49
7	09/15/2015	125.55	58.37	67.18	3,824.31
8	10/15/2015	125.55	57.36	68.19	3,756.12
9	11/15/2015	125.55	56.34	69.21	3,686.91
10	12/15/2015	125.55	55.30	70.25	3,616.66
2015 Totals		1,255.50	602.16	653.34	
11	01/15/2016	125.55	54.25	71.30	3,545.36
12	02/15/2016	125.55	53.18	72.37	3,472.99
13	03/15/2016	125.55	52.09	73.46	3,399.53
14	04/15/2016	125.55	50.99	74.56	3,324.97
15	05/15/2016	125.55	49.87	75.68	3,249.29
16	06/15/2016	125.55	48.74	76.81	3,172.48
17	07/15/2016	125.55	47.59	77.96	3,094.52
18	08/15/2016	125.55	46.42	79.13	3,015.39
19	09/15/2016	125.55	45.23	80.32	2,935.07
20	10/15/2016	125.55	44.03	81.52	2,853.55
21	11/15/2016	125.55	42.80	82.75	2,770.80
22	12/15/2016	125.55	41.56	83.99	2,686.81
2016 Totals		1,506.60	576.75	929.85	
23	01/15/2017	125.55	40.30	85.25	2,601.56
24	02/15/2017	125.55	39.02	86.53	2,515.03
25	03/15/2017	125.55	37.73	87.82	2,427.21
26	04/15/2017	125.55	36.41	89.14	2,338.07
27	05/15/2017	125.55	35.07	90.48	2,247.59
28	06/15/2017	125.55	33.71	91.84	2,155.75
29	07/15/2017	125.55	32.34	93.21	2,062.54
30	08/15/2017	125.55	30.94	94.61	1,967.93
31	09/15/2017	125.55	29.52	96.03	1,871.90
32	10/15/2017	125.55	28.08	97.47	1,774.43
33	11/15/2017	125.55	26.62	98.93	1,675.50

34	12/15/2017	125.55	25.13	100.42	1,575.08
2017 Totals		1,506.60	394.87	1,111.73	
35	01/15/2018	125.55	23.63	101.92	1,473.16
36	02/15/2018	125.55	22.10	103.45	1,369.71
37	03/15/2018	125.55	20.55	105.00	1,264.71
38	04/15/2018	125.55	18.97	106.58	1,158.13
39	05/15/2018	125.55	17.37	108.18	1,049.95
40	06/15/2018	125.55	15.75	109.80	940.15
41	07/15/2018	125.55	14.10	111.45	828.70
42	08/15/2018	125.55	12.43	113.12	715.58
43	09/15/2018	125.55	10.73	114.82	600.76
44	10/15/2018	125.55	9.01	116.54	484.22
45	11/15/2018	125.55	7.26	118.29	365.93
46	12/15/2018	125.55	5.49	120.06	245.87
2018 Totals		1,506.60	177.39	1,329.21	
47	01/15/2019	125.55	3.69	121.86	124.01
48	02/15/2019	125.55	1.54	124.01	0.00
2019 Totals		251.10	5.23	245.87	
Grand Totals		6,026.40	1,756.40	4,270.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
17.997 %	\$ 1,756.40	\$ 4,270.00	\$ 6,026.40