

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-34163 DDO
Chapter 13

Mark J. Coffield and
Linda M. Coffield,

Debtors.

OBJECTION TO CONFIRMATION

TO: Debtors, Mark J. Coffield and Linda M. Coffield :Attorney for Debtors, Gregory J. Wald; Jasmine Z. Keller, Chapter 13 Trustee; U.S. Trustee; and other parties in interest.

1. DaimlerChrysler Services North America, L.L.C., ("DCS") a secured creditor of Debtors, by its undersigned attorney, makes this objection to the confirmation of the proposed plan of the Debtors.

2. This objection is filed pursuant to Fed. R. Bankr. P. 3020(b) and DCS requests this Court to enter an order denying confirmation of Debtors proposed Chapter 13 plan (the "Plan"). This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sec. 1334(a) and 157(a), 11 U.S.C. §1325 and applicable rules. This is a core proceeding.

3. Hearing on confirmation of the Plan is scheduled for 10:30 a.m. on September 9, 2004, before the Honorable Dennis D. O'Brien, in Courtroom 228a, United States Courthouse, 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101, or as soon thereafter as counsel can be heard.

4. The petition commencing this Chapter 13 case was filed on July 16, 2004 and the case is now pending in this Court.

5. DCS holds a valid, perfected interest in a 2003 Dodge Grand Caravan, VIN 1D4GP24R33B329883, (the "Vehicle"). The value of the Vehicle is \$16,426.00.

6. Copies of DCS' agreement with Debtors (the "Contract") and evidence of perfection of DCS's interest in the Vehicle are attached hereto as Exhibits A and B and incorporated herein by reference.

7. The balance due to DCS as of the petition date totals \$23,841.35 together with interest accruing at the contract rate of 4.49%. The fair market value of the Vehicle is \$16,426.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$16,426.00

8. The Plan, however, provides for (i) DCS' secured claim of \$14,725.00; (ii) total payment on DCS' secured claim of \$16,847.00; and (iii) monthly payments of \$347.00 commencing in month 4 for 49 months. The Plan pays other creditors in full before secured debt to DCS.

9. The Plan does not comply with the provisions of Chapter 13.

10. The Plan does not provide DCS with adequate protection of its interest in the vehicle.

11. Movant gives notice that it may, if necessary, call Joseph Quigley or another representative of DCS to testify at the hearing.

12. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

WHEREFORE, DCS respectfully requests this Court to enter an order denying confirmation of the Debtors' proposed plan and such other further relief as is just and equitable.

Dated: August 19, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn
Marilyn J. Washburn (#0324140)
7700 Bonhomme, 7th Floor
St. Louis, MO 63105
(314) 727-0101
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:
DDO

Case No.04-34163

Chapter 13

Mark J. Coffield and
Linda M. Coffield,

Debtors.

***MEMORANDUM IN SUPPORT OF
OBJECTION TO CONFIRMATION***

DCS submits this memorandum of law in support of its objection to confirmation in the above-entitled matter.

FACTS

DCS holds a valid, perfected interest in a 2003 Dodge Grand Caravan, VIN 1D4GP24R33B329883 (the "Vehicle").

The balance due to DCS as of the petition date totals \$23,841.35. The interest rate on the Contract is 4.49%. The fair market value of the Vehicle is \$16,426.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$16,426.00.

The Plan, however, provides for (i) DCS' secured claim of \$14,725.00; (ii) total payment on DCS' secured claim of \$16,847.00; and (iii) monthly payments of \$347.00 commencing in month 4 for 49 months. The Plan pays other creditors in full before secured debt to DCS.

DISCUSSION

Pursuant to 11 U.S.C. §1325(a)(5), a plan must distribute deferred cash payments equal to the present value of the secured claim. *Rake v. Wade*, 113 S.Ct. 2187, 124 L.Ed.2d 424 (1993). In this case, the Debtors has proposed payments that do not satisfy DCS's secured claim plus interest at the contract rate. Accordingly, the Plan does not meet the confirmation requisites and should be denied.

CONCLUSION

For all of the reasons set forth herein, DCS respectfully requests that the Court deny confirmation of Debtors' Chapter 13 Plan.

Dated: August 19, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

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Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-34163 DDO
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Debtors.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme, 7th Floor, St. Louis, MO 63105, declares that on the date set forth below, I served the annexed **Objection to Confirmation** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at St. Louis, Missouri addressed to each of them as follows:

United States Trustee
300 South 4th Street, Suite 1015
Minneapolis, MN 55415

(Attorney for Debtors)
Gregory J. Wald
3601 Minnesota Drive, Ste. 800
Edina, MN 55425

(Trustee)
Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

(Debtor)
Mark J. Coffield
322 N. 2nd Street
Caledonia, MN 55921

(Debtor)
Linda M. Coffield
322 N. 2nd Street
Caledonia, MN 55921

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

Dated: August 19, 2004

Signed: /e/ Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. .04-34163 DDO
Chapter 13

In re:

Mark J. Coffield and
Linda M. Coffield,

Debtors.

ORDER

This matter came before this Court for confirmation of the Chapter 13 plan of reorganization of Debtors. Appearances were noted in the record. Based upon all the files and records, the Court makes this Order pursuant to the Federal Rules of Bankruptcy Procedure.

IT IS HEREBY ORDERED, That confirmation of the Chapter 13 plan of Debtors is denied.

Dated: _____

Dennis D. O'Brien
United States Bankruptcy Judge

RETAIL INSTALLMENT CONTRACT
WISCONSIN - SIMPLE INTEREST

DATE: 08/18/03
 CREDIT NUMBER: 1002754375

MARK COFFIELD
 322 NORTH 2ND STREET
 CALEDONIA, MI 49621

EVERSOLE MOTORS, INC.
 5TH & CASS
 LACROSSE, WI 54601

Creditor ("he" and "her") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor a credit price plus ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE: MAKE: DODGE, MODEL: CARAVAN, YEAR: 2001, COLOR: SILVER, VIN: 1D4GP24R33R29883, DESCRIPTION OF TRADE-IN: 2001 DODGE STRATUS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
The cost of Your credit as a percentage of the amount financed.	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.	The total price of Your purchase on credit, including Your down-payment of
5.99%	\$ 310.00	\$ 26,729.00	\$ 29,599.00	\$ 4,000.00
	\$ 310.00	\$ 26,729.00	\$ 29,599.00	\$ 33,599.00

- Cash Price**
 - Vehicle (including accessories, delivery, inspection charges, if any) \$ 28,615.00
 - Sales Tax \$ 788.00
 - Service Contract (optional) \$ 120.00
 - Cash Price (1a + 1b + 1c) \$ 29,523.00
 - Downpayment**
 - Downpayment N/A
 - Manufacturer's Rebate \$ 4,000.00
 - Gross Allowance on Trade-In \$ 13,450.00
 - Pay-off on Trade-In \$ 13,450.00
 - Net Allowance on Trade-In (2c - 2d) N/A
 - Downpayment (2a + 2b + 2e) N/A
 If less than \$0, disclose an LHM 2a and enter \$0 for the Downpayment.
 - Unpaid Balance of Cash Price (1d - 2f)** \$ 26,495.00
 - Unpaid Trade-In Lien Amount to be Financed ** N/A
 - ** Paid to:
 - Other Charges Including Amounts Paid to Others on Your Behalf***
 - Paid to Public Officials for:
 - (i) Other Taxes \$ 0.00
 - (ii) Filing Fees \$ 0.00
 - (iii) License Fees \$ 0.00
 - (iv) Certificate of Title Fees \$ 0.00
 - (v) Registration Fees \$ 17.00
 - Paid to:
 - For: N/A
 - For: GAP (LHM) \$ 325.00
 - Paid to: N/A
 - For: N/A
 - Paid to: N/A
 - For: N/A
 - Paid to Insurance Companies for insurance for:
 - (i) Optional Mechanical Breakdown N/A
 - (ii) Optional Credit Life N/A
 - (iii) Optional Credit Accident & Health N/A
 - g. Subtotal (4a + 4b + 4c + 4d + 4e + 4f) \$ 374.50
 - Amount Financed (3 + 3a + 4g)** \$ 26,729.00
- *Seller may receive and retain a portion of certain of these amounts.

Payment Schedule - Your payment schedule will be:

NO. OF PAYMENTS	PERCENT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE		NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	
		<input type="checkbox"/> IMMEDIATELY	<input type="checkbox"/> MONTHLY (BEGINNING OF MONTH)			<input type="checkbox"/> MONTHLY	<input type="checkbox"/> MONTHLY (END OF MONTH)
60	4.99%		10/01/03	N/A			
N/A				N/A			
N/A				N/A			
N/A				N/A			

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

Late Charge. If a payment or part thereof is more than 10 days late you will be charged \$10.00 or 5% of such unpaid amount, whichever is less.

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fee \$ 0.00.

General Remarks. See the back of this contract for any additional information about security interests, nonpayment, default, and required repayment in full before the scheduled date, and prepayment refunds and penalties.

*E means Estimate

YOU ARE ACCESSED TO HAVE PHYSICAL DAMAGE INSURANCE, LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM AN INSURANCE COMPANY OF YOUR CHOICE.

CREDIT LIFE, SURETY BONDING, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> CREDIT LIFE PREMIUM \$ N/A	<input type="checkbox"/> MECHANICAL BREAKDOWN PREMIUM \$ N/A
<input type="checkbox"/> PROPERTY DAMAGE PREMIUM \$ N/A	<input type="checkbox"/> TYPE GAP TERM 360
<input type="checkbox"/> UNEMPLOYMENT PREMIUM \$ N/A	<input type="checkbox"/> INSURER S&P GUARANTY
<input type="checkbox"/> CRASH/RECALL PREMIUM \$ N/A	<input type="checkbox"/> INSURER S&P GUARANTY

Primary Use of Vehicle. I agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, you will use the Vehicle primarily for business or commercial purposes.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY ON THE BACK OF THIS CONTRACT.

Buyer acknowledges above notice pertaining to non-coverage against liability, and Notice to Buyer if Credit Life insurance is authorized, if applicable, and receipt of an exact copy of this contract completely filled in prior to Buyer's execution hereof, containing Creditor's (Seller's) signature as an original.

NOTICE TO THE BUYER: (a) Do not sign this before you read the writing on the reverse side, even if otherwise advised. (b) Do not sign this if it contains any blank spaces. (c) You have the right at any time to pay in advance the unpaid balance due under this agreement and You may be entitled to a partial refund of the Finance Charge. (d) You are entitled to an exact copy of any agreement You sign. (e) You have the right at any time within 10 days of the date of this contract to return to Seller or any assignee the policy, certificate of insurance or notice of proposed credit insurance which You have received and to receive a refund of any premium paid by You.

SIGNATURE OF BUYER: [Signature]
 ADDRESS OF BUYER: [Blank]
 SIGNATURE OF CREDITOR: [Signature]

NOTICE TO CO-BUYER(S): By signing as co-buyer above, You have assumed personal liability and responsibility for payment of all amounts due or may become due and for any other obligations of Buyer under this consumer credit transaction even though You may not be entitled to any of the benefits furnished hereunder. You further acknowledge that You have received a copy of this contract that You signed. You may be sued in court for the payment of the amount due even though the buyer may be working or have funds to pay the amount due.

Co-Buyer and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the Vehicle but does not have to pay the debt. The co-buyer or other owner knows that the Creditor has a security interest in the Vehicle and consents to the security interest.

Other owner address: [Blank] Address: [Blank]

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO [Signature] ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

EVERSOLE MOTORS, INC. [Signature]

- 1. PAYMENT:** You agree to make all payments when they are due, accepting a late payment or late charge does not change your responsibility to pay. You may finance Your debt without making. This is a simple interest contract. Your first payment may be larger or smaller, depending on whether You make payments early or late. Your payment will be applied first to the accrued and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is calculated by applying the Annual Percentage Rate applied by ABS to the unpaid Amount Financed for the number of days outstanding.
- 2. ADDITIONAL CHARGES:** You agree to pay a charge if any payment or part thereof is received by us more than 15 days after the expiration date. The late charge is shown on the front of this contract. You agree to pay a charge in the amount of \$10.00 per month or other amount instrument presented to us that is related to the late payment of a payment or part thereof for any other reason.
- 3. SECURITY AGREEMENT:** You grant a security interest in the vehicle and all parts or other goods put on the vehicle, all money or goods received by the vehicle and all insurance policies and services contracts financed by this contract, and any value or rights that relate to these policies or contracts. This security interest is all inclusive. You own in this contract.
- 4. USE OF VEHICLE:** You agree to maintain the vehicle in good condition and obey all laws, keep the vehicle free from the claims of others and obtain and maintain constant prior to transferring Your equity in the vehicle, possession or control of the vehicle, or taking the vehicle outside the United States for more than 30 days.
- 5. WARRANTIES:** If the State in the personal use and use, or the Vehicle's manufacturer, extend a warranty guarantee or service contract covering the vehicle within 90 days from the date of this contract, You are not responsible for determining the validity of a particular purpose covering the vehicle. Therefore, You agree that there are no such implied warranties.
- 6. INSURANCE:** You must insure Yourself and the vehicle and all parts or other goods put on the vehicle. You must obtain the type and amount of insurance, whether or not the vehicle is insured, for most of the year if it is not, unexpired or destroyed. You agree that you may endorse Your name upon any check or check representing payment made by an insurance company for a loss related to the vehicle.
- 7. DEFAULT:** You will be in default if any of the following circumstances occurs:
 - 1. Non-payment:** If the annual payment schedule continues for 2 months or less, and You have not made the scheduled payment, or if the annual payment schedule has expired for more than 30 days after the scheduled payment date. If the late charge is not paid, the vehicle will be repossessed and the vehicle will be sold. If any part of any scheduled payment, or any late charge, is not paid, the vehicle will be repossessed and the vehicle will be sold. If the vehicle is to be used for an agricultural purpose, and the late charge is not paid, the vehicle will be repossessed and the vehicle will be sold. If the vehicle is to be used for any other purpose other than an agricultural purpose, and the late charge is not paid, the vehicle will be repossessed and the vehicle will be sold.
 - 2. Title or Lien Encumbrance:** You are to agree to or maintain any of the other provisions or covenants contained in this contract if the failure to comply impairs the collateral, value or protection of our rights in the Vehicle or materially impairs our ability to pay amounts due under this contract.

and except as otherwise provided in 5421.201 and 5423.201 of the Wisconsin Statutes. You have a right to a court hearing on the issue of actual notice of repossession may be affected in Wisconsin, but by voluntarily surrendering such vehicle. You waive such right.

If the Vehicle is repossessed, and the contract evidences a consumer in that transaction. You may have the right to redeem the Vehicle by tendering to us the amounts and payments arrearages under 5423.201 of the Wisconsin Statutes. If You exercise Your right to redeem the Vehicle under 5423.201 of the Wisconsin Statutes, the re-termination deposit (tendered by You after repossessed) is held by us. If You do not redeem the Vehicle within 10 days, giving notice to us in writing, we may sell the Vehicle, or the Vehicle in a commercially reasonable manner, subject to the provisions of a written contract. The proceeds of the sale, less allowed expenses, will be used to pay the amount due under the contract. If the contract evidences a consumer credit transaction, allowed expenses shall be those reasonable and bona fide expenses under 5423.21(2)(b) of the Wisconsin Statutes.

If the proceeds of the sale, less allowed expenses, are not sufficient to pay the amount due under the contract, you may recover the deficiency with interest at the highest lawful rate from You or anyone who has succeeded to Your obligation. If the contract evidences a consumer credit sale, and we repossess or accept a voluntary surrender of the Vehicle, You will not be liable to us for the unpaid balance of the debt arising from the sale of the Vehicle if the amount owing at the time of default is \$1,000 or less. If there is money left over, it will be paid to You.

If, during repossession of the Vehicle, we come into possession of any property which is not security for this contract, we will hold it for You. If you do not claim the property within 150 days after we have repossessed the Vehicle, we can dispose of the property and have no liability to You.

8. DECLARATION OF BUSINESS PURPOSE USE: If the Use of Property is for business, You are declaring the Vehicle will be used primarily, that a 50% or more, for business purposes. You agree that this contract, except as is expressly provided, will not be governed by this. 423 to 425 of the Wisconsin Statutes.

9. ASSIGNMENT: You understand that this contract will be assigned to Assignee. Assignee will appear at our address in this contract and in the Vehicle, including the right to receive all payments.

10. GENERAL: Notice to You is sufficient if mailed to Your last address shown on file. If the law does not allow a court of this contract, that part will be void. The remaining parts will be enforceable if there is more than one law. Your obligation shall be joint and several. Any delay or discontinuity upon delivery of this contract shall not act as a waiver.

11. DEFERRED PAYMENTS: Any change in this contract must be in writing and signed by all the parties. However, if permitted by law, extensions, corrections and other changes may be agreed to orally by You and us, and we will send You a written confirmation of our agreement, interest will continue to accrue until the next payment is received. Any default would not extend any provisions concerning privilege law here.

12. POWER OF ATTORNEY: You appoint us, through our appointed office or employee, to our attorney-in-fact. Your grant of this power of attorney is coupled with an interest, and is irrevocable until all obligations of this contract are paid in full. As Your attorney-in-fact, we can sign as Your agent all "affidavits of Ownership, Repossession Certificate applications, affidavits or any other documents required to register and properly perfect our security interest in the Vehicle, including Your and/or Assignee's interest in the Vehicle to any other person as part of a repossession and sale, and on Your behalf in any jurisdiction relating to the Vehicle including, but not limited to, the court jurisdiction where the progress sales or drafts on Your behalf, and cancel any Credit Life, Credit Insurance, Automobile Accident Protection Coverage, Extended Warranty or other optional insurance financed by this contract, and apply the refunded premiums to Your outstanding balance if You are entitled.

13. GOVERNING LAW: This contract shall be governed by the laws of the State of Wisconsin except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

NOTICE: 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.

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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 AMOUNT PAID BY A DEBTOR HEREUNDER.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

- For purposes of the Arbitration provisions the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assigns.
- If either of us alleges any dispute between us will be decided by arbitration and not in court.
- A dispute is arbitrable, each of us will give up the right to a trial by a court or a jury trial.
- You agree to give up the right to bring a class action lawsuit or class arbitration, or to participate in either as a claimant, and You agree to give up any right You may have to consolidate your arbitration with the arbitration of others.
- The final award can be entered in discovery from each other or from third persons in an arbitration proceeding may be limited that it is final.
- Arbitration does not mean that you would have a court may not be available in arbitration.

Forum, or its successor, which may be initiated by mail from The Forum, P.O. Box 50763, Minneapolis, Minnesota 55405-0161, or on the Internet at <http://www.arbitration.com>.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law of the state. The arbitrator award shall be issued without a written opinion. The arbitrator hearing shall be conducted in the federal district in which You reside. If You demand arbitration first, You will pay defendant's initial arbitration filing fees or case management fees required by the applicable rules up to \$225, and we will pay any additional initial filing fee or case management fee. We will pay the arbitration costs and fees for the arbitration, but if we demand arbitration first, we will pay the arbitration costs and fees for the arbitration, but not a maximum of eight hours. The arbitrator shall have the right to request that the applicable arbitration rules reduce or waive Your fees, or that we voluntarily pay an additional amount of fees. Based upon Your financial circumstances or the nature of Your claim.

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (5 U.S.C. 1, et seq.). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Creditor and Creditor's successors and assigns retain the right to bring a class action lawsuit and to seek preliminary injunctive relief, including that the arbitrator of the dispute by the arbitrator. Neither of us waives the right to participate in a class action lawsuit, including filing out, or seeking or obtaining injunctive relief from a court. If any provision of this arbitration agreement is found to be unenforceable or invalid, the remaining provisions and the remaining provisions shall be given full effect as if the severed provision had not been included.

PRIVACY POLICY OF DAIMLERCHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/BCFS TRUST ("we," "us," and "our")

Collection of Information We Collect: We collect applicable personal information about You from the following sources:

- Information we receive from You in applications and other forms.
- Information about Your transactions with us, our affiliates, or others, and information we receive from our affiliates, our partners and other outside sources.

Information from Other Sources: We may disclose all of the information that we collect, as described above.

- Information from our affiliates and third parties to whom we disclose information about Credit and Finance Services.
- We may disclose all of the information that we collect, which relates to our transactions or experiences with You including our affiliated companies, companies which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us, in other words, to any company that is in our family of companies.

 We may disclose all of the information that we collect, as described above, to companies that perform marketing activities on our behalf or to other third parties with whom we have joint marketing agreements.

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

Other Opt Out Choices: Because we only disclose information to nonaffiliated third parties as permitted by law or through a joint marketing agreement, opt outs of such disclosures are not required.

Choices and Controls to Protect the Confidentiality and Security of Information Personal Information: We restrict access to nonpublic personal information about You to those employees, agents, contractors, and business which jointly market our products and services, who need to use the information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your sensitive personal information.

Privacy Policy Changes and Future Disclosures: We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

ASSIGNMENT

In order for the purposes of the Contract, the Seller shall assign the entire interest in this Contract, and authorize Assignee to collect and discharge obligations of the Contract and its assignment. Seller represents and warrants to Assignee that: (a) this Contract arises out of the sale of the described Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and has not been declared bankrupt; (d) the Buyer is not a party to any other contract with respect to the Vehicle; (e) the Contract contains an accurate representation of statements made by the Buyer; (f) the Buyer is not a party to any other contract with respect to the Vehicle; (g) the Contract is not subject to any other contract with respect to the Vehicle; (h) the Contract is not subject to any other contract with respect to the Vehicle; (i) there is no fact which involves or requires disclosure of the Contract; (j) the Buyer does not have any other obligations with respect to the Vehicle; (k) the Buyer has not been declared bankrupt; (l) the Buyer has not been declared bankrupt; (m) the Buyer has not been declared bankrupt; (n) the Buyer has not been declared bankrupt; (o) the Buyer has not been declared bankrupt; (p) the Buyer has not been declared bankrupt; (q) the Buyer has not been declared bankrupt; (r) the Buyer has not been declared bankrupt; (s) the Buyer has not been declared bankrupt; (t) the Buyer has not been declared bankrupt; (u) the Buyer has not been declared bankrupt; (v) the Buyer has not been declared bankrupt; (w) the Buyer has not been declared bankrupt; (x) the Buyer has not been declared bankrupt; (y) the Buyer has not been declared bankrupt; (z) the Buyer has not been declared bankrupt.

- Seller agrees to the indicated paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.
- Without Recourse or Payment Obligation: Seller assigns the Vehicle to Assignee on a "Full Repurchase Obligation" basis.
 - Full Payment Obligation: Seller assigns the Vehicle to Assignee on a "Full Payment Obligation" basis. Seller unconditionally and irrevocably agrees to pay to Assignee, immediately upon demand, the full amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges.
 - Limited Payment Obligation: Seller assigns the Vehicle to Assignee on a "Limited Payment Obligation" basis. Seller unconditionally and irrevocably agrees to pay to Assignee, immediately upon demand, the full amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges, up to the amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges.
 - Full Repurchase Obligation: Seller assigns the Vehicle to Assignee on a "Full Repurchase Obligation" basis. Seller unconditionally and irrevocably agrees to pay to Assignee, immediately upon demand, the full amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges, up to the amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges.
 - Limited Repurchase Obligation: Seller assigns the Vehicle to Assignee on a "Limited Repurchase Obligation" basis. Seller unconditionally and irrevocably agrees to pay to Assignee, immediately upon demand, the full amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges, up to the amount of the unpaid balance of the Vehicle, including interest, late charges, and other charges.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

100 2754375

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Permit No. 171
St. Paul, MN

COFFIELD MARK JAMES
322 N 2ND STREET
CALEDONIA MN 55921

KAC021

1ST SECURED PARTY

LIEN HOLDER

03 Year	DODG Make	SVCAR Model	K2830R117 Title NR.
1D46P24R538329883 VIN		08/18/03 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

DAIMLERCHRYSLERLLC
PO BOX 600
HORSHAM PA 19044-0600



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-34163 DDO

Chapter 13

Mark J. Coffield and
Linda M. Coffield,

Debtors.

VERIFICATION

I, JOSEPH M. QUIGLEY, an employee of DaimlerChrysler Services North America, L.L.C. named in the foregoing Objection to Confirmation, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: AUGUST 17, 2004.

SIGNED:

