

**EXHIBIT A**

**OPINION 1**

**JOSPHINE MALI INDIVIDUALLY AND  
AS NEXT FRIEND OF  
JAQUELINE NDULI, A MINOR, AND  
MARIENDULI**

**V**

**NO. 1310024646**

**TITLEMAX OF TEXAS, INC. d/b/a  
TITLEMAX, HARRIS COUNTY  
IMPOUND, and NCP FINANCE  
LIMITED PARTNERSHIP**

**1) Did TitleMax of Texas, Inc. exercise due diligence and utilize practices consistent with the standards of care in the hiring of Harris County Impound to locate and repossess vehicles covered by a defaulted security agreement?**

**REPORT OF RON L. BROWN**

**JOSPINE MALI INDIVIDUALLY AND  
AS NEXT FRIEND OF  
JAQUELINE NDULI, A MINOR, AND  
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**V**

**NO. 1310024646**

**TITLEMAX OF TEXAS, INC. d/b/a  
TITLEMAX, HARRIS COUNTY  
IMPOUND, and NCP FINANCE  
LIMITED PARTNERSHIP**

The following is the report containing my opinions on certain issues in the above case with reference to the facts and information considered and explaining the basis and reason for my opinions. Attached is a list of materials considered and information related to my qualifications, background, and experience.

My opinions are given to a reasonable degree of professional certainty

My 50 years of background, education, training, and experience in the asset recovery industry as well as my extensive experience dealing with lenders, automobile dealers and consumers has provided me with a broad knowledge from the repossession industry perspective of contractual relationships, compliant repossessions, standards of care, obligations of lenders and consumers and accepted industry practices and standards.

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I am being paid for my time and knowledge and my fee schedule is attached.

I have reviewed relevant material, and deliberated my opinions, as identified in this report.

The first issue I was asked to opine on was, **“Did TitleMax of Texas, Inc. exercise due diligence and utilize practices consistent with the standards of care in the hiring of Harris County Impound to locate and repossess vehicles covered by a defaulted security agreement?”**

Each year there are millions of vehicle repossessions in the United States. Automobile repossessions may be accomplished by two means, by “Self-Help” or by a judicial process commonly referred to as “Replevin”. The majority of these repossessions are by what is termed “Self-Help”, a process which originated from Old English Law where a lender is allowed to recover their property covered by a defaulted security agreement as long as there is no “Breach of Peace”. Generally, the only time a replevin action is filed is when a self-help repossession will not work. Replevin actions are usually employed when the lender cannot find the collateral or cannot peacefully obtain it through “Self- Help”. One of the primary reasons that lenders choose to use “Self-Help” and hire a professional recovery agent is obviously the cost and time frame involved. I refer to the cost to the consumer, not the cost to the lender, as all costs associated with recovering any vehicle, including but not limited to actual recovery, required repairs in preparation for resale and sale costs are contractually passed back to the consumer unless specifically prohibited by state law. In many cases the consumer redeems the vehicle after it has been repossessed and must pay not only the past due amount but also all costs involved in the repossession and storage of the vehicle. It is my experience that the average cost to “Self Help” repossess a vehicle ranges from \$300.00 to \$500.00 while a replevin, which is the judicial equivalent of self-help repossession is costly, in attorney fees, court costs and bond costs, and takes time for the filing, hearings, trial and judgment. A judicial recovery of a vehicle will with the costs will bring the total expenditure to \$2000.00 to \$5000.00. As is obvious the consumer would not be able to expeditiously redeem their vehicle, nor would they be able to pay the cost of a civil replevin. If the consumer does not redeem the vehicle the entire cost of the recovery, in most states, is still passed back to the consumer in the form of a deficiency balance which is a recognized legal debt and is collectible in full. It has been my experience in my 50 plus years in the asset recovery industry that the ratio of replevins to “self-help” repossessions is less than 1 in 25,000.

The reported numbers are accumulated by auction marketing reports that are published, purchased, and obtained from data of the largest Automobile Auction Companies. These companies include Manheim, Adessa, Copart, Open Lane, and many others. These auctions sell repossessions at a rate of 2000 to 10000 cars per week at 350 locations in all cities. The sale of vehicles includes not only repossessions, but dealer owned units, franchise inventory, off lease and daily rentals turned in units. The numbers counted as repossessions in certain years reaches 3 million but that does not include the huge numbers of cars that do not go

to auctions after repossession. Whatever the number of repossessions: there is 40% to 50% more repossession assignments that do not end up as recovery of the vehicle. That 40% to 50% end up in collection, work out plans, bankruptcy, assignment to law firms, or charge offs. In my estimation about 30% of all repossession attempts result in human contact based on the hundreds of agents I have interviewed over my 50 plus years. In this day and time of the educated debtor and the apartment and home security increases; it is reasonable to arrive at 30% contact numbers in the industry in which the debtor is engaged in contact. In a five-year period our industry observes less than 50 incidents that result in injury or the rare death. Based on my experience and knowledge of number of repossessions per year the number of actual assignments sent out to repossession agents is 50% higher than the number of actual repossessions reported. This would translate into 2.5 million cars repossessed but 5 million assignments distributed. If there are only 10 incidents of injury a year, then the percentage of such injury or death is extremely minute. If 30% of all repossessions end up in human contact, we are looking at 2 million contacts and 10 incidents.

It is my opinion, based on my education, experience, training, and observations, that a high percentage of these incidents are caused by aggressive and unsafe acts of debtors. Based on these numbers it is apparent there is no inherent danger or risk in the recovery of an automobile. It is not the repossession that is risky, rather it is the isolated unexpected situation that can create risk. From the repossession industry perspective, the asset recovery specialist's jobs are no different than those of plumbers, electricians, truck drivers, as well as hundreds of other professions and jobs that lead to injury and occasional deaths each year, and the number extracted by statistics speaks volumes as to the facts.

In forming my opinion, I first looked at the contracting relationship between TitleMax of Texas, Inc. and Harris County Impound.

Based on my education, experience, training, and observations, I would conclude there was no set "industry standard" as to what lenders requested by way of information and required for compliance from repossession agencies when the initial contract was initiated with Harris County Impound in 2014.

However, based on the year being 2019 when the accident occurred, I reviewed the numerous requirements which TitleMax required of asset recovery vendors in the December 29, 2017 contract and to ensure safety and full compliance on the part of their contracted agencies hired to recover collateral.

I compared the TitleMax asset recovery vendor requirements with the National Alliance of Buy Here Pay Here Dealers published “Accepted Standards for Asset Recovery Agencies” published in their 2016 Conference Guide and found the requirements to be consistent with the items listed in their “RECOVERY INDUSTRY STANDARDS CHECKLIST” (see exhibit A) I also reviewed the requirements found in contractual agreements between asset recovery vendors and Wells Fargo Dealer Services (see exhibit B), Wachovia Dealer Services (see exhibit C), FirstMerit Services Division (see exhibit D), and Honor Systems. Inc. (see exhibit E) and found them to be consistent with the TitleMax insurance, training, and compliance requirements as found in their contract for services. Finally, I compared the TitleMax Contract’s requirements for selecting an asset recovery agency with the “Industry Standard Contract” Agreement for Repossession Services and found the Titlemax contractual requirements to also be consistent with industry standards. (see exhibit F).

The requirements utilized by TitleMax included legal business name and dba, a price list for services, federal tax ID form for accounting purposes, business license, if the trucks being used were owned and a list of requirements which included a copy of the insurance policy accord, meeting certain coverage requirements (to include any and all exclusions and declarations), and any and all state business and tow operator licenses as required in the State within which the vendor conducts business. The bond information may have been included in the insurance policy phrasing. Based on my 50 plus years of such requests by incoming clients I would advise that it was common to ask questions regarding trucks and also common to ask for a business license in 2017. The information TitleMax requested from Harris County Impound met or exceeded the recognized standards of care in as much that it was as much, or more, information than other lenders were requesting in 2017.

In my opinion, from the repossession and industry perspective and based on my experience of 50 plus years in that industry, the primary requirements put forth by TitleMax and the continued addendums related to safety and compliance indicates that TitleMax used due diligence and exercised practices consistent with the standards of care for that period of time in the screening and hiring process of John Heaslet, doing business as a sole proprietorship, under the name of Harris County Impounds.

In relation to the time-period involved, 2014 to 2019, Harris County Impound provided to TitleMax what a lender would have expected and required. There appears to be no complaints filed with TitleMax regarding the repossession

activities of Harris County Impound or John Heaslet and TitleMax would have no way of tracking complaints or incidents which may have been related to other repossession clients of Harris County Impound. Harris County Impound represented and warranted to TitleMax that they could do the job requested in a legal and compliant manner. The contractual agreement and compliance addendum documents between TitleMax of Texas, Inc. and Harris County Impound in the area of “Compliance Policies and Procedures” clearly state that TitleMax required that repossessions worked on their behalf comply with practices including but not limited to, “...Vendors must comply with all applicable federal, state, and jurisdictional laws and regulations...”, and the document goes even further explaining “Regulatory Compliance”, “GLBA Rules”, “UDAAP prohibitions”, “Code of Ethics”, and concludes with “Contractual Compliance”. Also, in their documentation it clearly indicates that recovery must be accomplished without “Breach of Peace”, force, threat, or intimidation; or any other unlawful means”.

There is a document dated 12/29/2017 and signed by John Heaslet on behalf of Harris County Impound stating, “I, John Heaslet, have read and understand the TMX Finance Family of Companies Compliance Policies and Procedures Addendum. I further confirm that all my employees will be made aware of the requirements set forth within the training and will comply with all guidelines.” (see Exhibit H)

In the original contract between TitleMax of Texas and Harris County Impound dated 5/1/2014 (see exhibit H) TitleMax clearly states and Harris County Impound, through its sole proprietor, John Heaslet acknowledges, “...Vendor warrants and agrees that the repossession will be accomplished without...2) a breach of peace; 1) force, threat or intimidation; 4) any other unlawful means. Vendor will comply with all applicable local, state and federal laws for each recovery service”. In the subsequent contract dated 12/29/2017 (see exhibit G) TitleMax clearly states and Harris County Impound, through its sole proprietor, John Heaslet acknowledges, “...Vendor shall not attempt to recover vehicles using any unlawful means, including but not limited to ...2) a breach of peace; 3) force, threat or intimidation.” Vendor warrants that it will treat Company’s customers with respect and integrity.”

It is abundantly clear that TitleMax of Texas also placed Harris County Impound contractually on notice that certain responsibilities were demanded such as keeping the required insurance in place and that the industry standard of treating customers with “respect and integrity” would be adhered to on each recovery assignment.

TitleMax of Texas presented these requirements in written form to Harris County Impound and upon acceptance and agreement, acknowledged by the signature of John Heaslet, would and should expect Harris County Impound to abide by the contractual agreement in effect during the relationship and the exchange of business transactions.

It is an industry practice for the lender to be entitled to rely on signed documents and TitleMax would have known this was industry practice. In simple terms, Harris County Impound, or any other repossession company, that presents documents and signs contractual agreements, does so intending and with the expectation that, the lender will rely on those documents and licenses to be real, true, complete, and current.

From the industry perspective, a lender should reasonably be able to rely on this information and impressions on contracting with a repossession company. Lien holders like TitleMax, in my experience, rely on the executed contracts, documents provided by the repossession company that are issued by governments, and policies issued by insurance companies to be in effect, and they also reasonably presume that the state licensing agencies have properly vetted the entities that they license.

The SIRIX GROUP insurance application dated 10/29/2018 (see exhibit J) has a section devoted to employee selection and training as well as other informational data. As the original application was approved, it was indicative that the SIRIX GROUP, in their investigation and licensing of Harris County Impound, discovered no issues which would have prevented the issuance of the required insurance coverage as evidenced by the issuance of policy # TRAAC-723-00-00423G-18, (see exhibit K) with a coverage period of 11/02/2018 to 11-02-2019.

Any repossession company, like Harris County Impound, was obligated to follow the contractual guidelines and agreements and to be truthful in its dealings with the lender. Harris County Impound was responsible for training and supervising their employees.

I am not aware, in 2014 to 2019, of any lender undertaking to train a repossession agency's employees in how to do their job.

The recovery agency is considered an "Independent Contractor" and any attempt for a lender to train or specifically direct the actions of a recovery agency employee would most certainly void that arrangement.

Furthermore, it would not be prudent for a non-recovery agent to tell a professional trained and licensed recovery agent how to conduct the details of their recovery business.

Knowing that, and assuring that agents are trained and supervised, is the job of the repossession company, not the lenders.

Harris County Impound, and specifically John Heaslet, would also have had the obligation to not employ any person convicted of violent crimes or crimes of dishonesty, a bad driving record with excessive cited violations, and any convictions of moral turpitude.

The employees of repossession companies will encounter irate consumers on a regular basis and their demeanor and attitude must include the ability to de-escalate and retreat where necessary.

In 2014 or 2017, in my experience and to my knowledge, lenders contracting with repossession companies were not responsible for and therefore did not run civil or criminal background checks on the employees of the repossession company.

This action was the responsibility of the repossession company.

I again emphasize the fact that TitleMax, as was a standard of lien holders contracting with repossession agencies, relied upon the signed contractual agreements and statements of John Heaslet, the State of Texas performing an investigation prior to the issuance of a TDLR for employees of Harris County Impound and finally the vetting of Harris County Impound by the SIRIX Insurance Group prior to issuing a policy as proper vetting of Harris County Impound.

It is a recognized standard in the asset recovery industry that the repossession company would know that the lien holder, TitleMax, would also expect the repossession company to train their own staff in safe towing as well as safe acts in the field connected to confrontations with consumers, and how to peaceably and compliantly repossess mortgaged collateral, without a breach of peace.

This is particularly so where the relationship between the lender and the recovery agency requires the repossession company to train their agents.

Training conducted by Harris County Impound and required by a lender would include expectations such as: 1. do not steal; 2. do not damage property; 3. do not risk your, or anyone's life; and most importantly 4. do not breach the peace. Harris County Impound was contractually obligated to ensure the required training related to the repossession of the cars they recovered. In my experience all lien holders



require the contracted repossession agencies to properly train all employees on breach of peace and how to maintain situational awareness and confrontational avoidance techniques.

I have reviewed the Fee Schedule signed by Harris County Impound and TitleMax dated 12/29/2017. This Fee Schedule is standard for what lien holders and repossession companies were negotiating in 2017 for a "Involuntary Recovery Fee," and a "Voluntary Recovery Fee."

In summary, Harris County Impound and John Heaslet warranted and represented that it held the necessary business licenses and permits including those necessary for it to operate as a repossession company, that it would perform repossessions in a careful and legal manner without breach of the peace, that it had trained its employees in proper and safe techniques in repossession, and that it employed procedures to insure its employees operate in that manner. It agreed to indemnify TitleMax should it violate any laws. These were all customary representations and warranties by repossession companies with lenders and secured parties in 2014 and 2017.

It is obvious to anyone involved in the lending, collection and repossession process that TitleMax, nor any lender is able or even permitted to ride along and supervise the day to day and hour to hour actions of their repossession vendors, therefore they must rely on the contractual agreements containing the requirements for compliant and legal actions in the contract and must expect the repossession vendors to perform their tasks as agreed, in a safe, compliant and legal manner without the obligation of performing further training or investigations.

## OPINION

**It is my opinion, based on my 50 years of background, education, training and experience in the asset recovery industry as well as my extensive experience dealing with consumers, lenders, and automobile dealers, that TitleMax and its employees exercised full due diligence, exercised a practice consistent with accepted standards of care and followed industry protocol in the year 2014 when initiating the original contract with Harris County Impound and that TitleMax and its employees continued to follow accepted industry standard protocol and accepted standards of care during the entire first contractual period through 2017 and again exercised full due diligence, exercised a practice consistent with accepted standards of care and followed industry protocol in the year 2017 when initiating the second contract with Harris County Impound.**

I reserve the right to amend my opinions or form other opinions as more information becomes available and I reserve the right to present other opinions in response to this set out here, before or at trial.

## **DOCUMENTS EXAMINED**

1. Claimants' First Amended Demand for Arbitration;
2. Respondent Titlemax of Texas, Inc. Response to Claimants' First Amended Demand for Arbitration;
3. TMX Finance, LLC, TMX Finance of Texas, LLC and TMX Credit Inc. Original Response to Claimants' First Amended Demand for Arbitration;
4. Respondent NCP Finance, LP's Original Response;
5. Respondent Harris County Impound First Amended Response;
6. Respondent Oscar Harrison's First Amended Response to Claimant's Demand for Arbitration;
7. Agreed Scheduling Order No. 3 for Arbitration Hearing August 2, 2021-August 6, 2021;
8. Claimants' Initial Disclosures;
9. Claimants' Answers to Respondent TitleMax of Texas, Inc.'s First Set of Interrogatories;
10. Claimants' Responses to Respondent TitleMax of Texas, Inc.'s First Request for Production;
11. Claimants' Answers to Respondent Harris County Impound's First Set of Interrogatories; MALI 000831-000975
12. Claimants' Responses to Respondent Harris County Impound's First Request for Production;
13. Claimants' Responses to Respondent Harris County Impound's Second Request for Production;
14. Claimants' Document Production MALI 000001-000830, Video Clip 2, Video Home and Video May 2, 2019;
15. Respondent Titlemax of Texas, Inc.'s Exchange of Information;
16. Respondent TitleMax of Texas, Inc.'s First Supplemental Objections and Answers to Claimant's First Set of Interrogatories;
17. Respondent TitleMax of Texas, Inc.'s First Supplemental Objections and Responses to Claimant's First Request for Production;
18. Respondent TitleMax of Texas, Inc. Document Production 000001- 000530;
19. Respondent Oscar Harrison's Objections and Answers to Claimant's First Set of Interrogatories;
20. Respondent Oscar Harrison's Objections and Responses to Claimant's First Request for Production;
21. Respondent Oscar Harrison's Objections and Answers to Claimant's First Set of Interrogatories;
22. Respondent Oscar Harrison's Document Production Oscar Harrison Texas Driver's License;

23. Respondent Harris County Impound's Second Supplemental Disclosure and Document Production;
24. Respondent Harris County Impound's Objections and Answers to Claimant's First Set of Interrogatories;
25. Respondent Harris County Impound's Objections Only to Claimant's First Request for Production;
26. Respondent Harris County Impound's Objections and Responses to Claimant's First Request for Production;
27. Respondent Harris County Impound's Document Production HCI 0001-0596 and Aerial Scene Photographs;
28. Respondent NCP Finance, LP's Exchange of Information;
29. Respondent NCP Finance, LP's First Supplemental Objections and Answers to Claimant's First Set of Interrogatories;
30. Respondent NCP Finance, LP's First Supplemental Objections and Responses to Claimant's First Request for Production;
31. Deposition Transcript & Exhibits for Cotto for Titlemax of Texas, Inc.;
32. Deposition Transcript & Exhibits for Cotto for TMX Finance, LLC;
33. Deposition Transcript Volume I & II. for Oscar Harrison;
34. Deposition Transcript & Exhibits for Robin Heaslet;
35. Deposition Transcript & Exhibits for Christopher Henn 36. Deposition Transcript for Josephine Mali.
36. Accepted Standards for Asset Recovery Agencies" published in their 2016 Conference Guide
37. RECOVERY INDUSTRY STANDARDS CHECKLIST
38. Wells Fargo Dealer Services
39. Wachovia Dealer Services
40. FirstMerit Services Division
41. Honor Systems. Inc.
42. Industry Standard Contract" Agreement for Repossession Services
43. Claimants Amended Disclosures, Report & CV for Expert Witness Mark Lacey
44. Claimants Amended Disclosures, Report & CV for Expert Witness Christopher Peterson
45. Claimants Amended Disclosures, Report & CV for Expert Witness John J. Smith

## **OPINION 2**

**JOSPHINE MALI INDIVIDUALLY AND  
AS NEXT FRIEND OF  
JAQUELINE NDULI, A MINOR, AND  
MARIENDULI**

**V**

**NO. 1310024646**

**TITLEMAXOF TEXAS, INC. d/b/a  
TITLEMAX, HARRIS COUNTY  
IMPOUND, and NCP FINANCE  
LIMITED PARTNERSHIP**

**In the repossession process did Oscar Lee Harrison Jr.**

- 2) Breach the Peace by continuing to repossess  
over protest?**
- 3) Exercise accepted caution and safety procedures  
during the repossession process?**

**REPORT OF RON L. BROWN**

**JOSPHINE MALI INDIVIDUALLY AND  
AS NEXT FRIEND OF  
JAQUELINE NDULI, A MINOR, AND  
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TITLEMAX, HARRIS COUNTY  
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The following is the report containing my opinions on certain issues in the above case with reference to the facts and information considered and explaining the basis and reason for my opinions. Attached is a list of materials considered and information related to my qualifications, background, and experience. My opinions are given to a reasonable degree of professional certainty.

My 50 years of background, education, training, and experience in the asset recovery industry as well as my extensive experience dealing with lenders, automobile dealers and consumers has provided me with a broad knowledge from the repossession industry perspective of contractual relationships, compliant repossessions, standards of care, obligations of lenders and consumers and accepted industry practices and standards.

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I am being paid for my time and knowledge and my fee schedule is attached.

I have reviewed relevant material, and deliberated my opinions, as identified in this report.

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The second issue I was asked to opine on was two parts, **1) “In the repossession process did Oscar Lee Harrison Jr. Breach the Peace by trespass or continuing to repossess over protest? 2) Did Oscar Lee Harrison Jr. exercise reasonable and accepted caution and safety procedures during the repossession process?**

I would begin this opinion by restating that my opinions are based on my 50 plus years of background, education, experience, training, and observations in the asset recovery industry.

It is my estimation, based on the hundreds of agents I have interviewed over my 50 plus years in the asset recovery industry and the surveys I have conducted over the years on this issue, that approximately 30% of all repossession attempts result in human contact.

In this day and time of the educated debtor and the increase in apartment and home security cameras it reasonable to arrive at the 30% contact numbers.

In a five-year period, the asset recovery industry has observed less than 50 recorded incidents that resulted in injury or the rare death.

Based on my experience and knowledge of number of repossessions per year the number of actual assignments sent out to repossession agents is 50% higher than the number of actual repossessions reported. This would translate into 2.5 million cars repossessed but 5 million assignments distributed. If there are only 10 incidents of injury a year, then the percentage of such injury or death is extremely minute. If 30% of all repossessions end up in human contact, we are looking at 2 million contacts and 10 incidents.

It is also my opinion, the high percentage of these incidents are caused by aggressive acts of debtors, who by their own actions, place themselves in a position of harm, risk, and peril.

In forming my first opinion, “In the repossession process as related to the repossession of the Lincoln Navigator in the possession of Albert Nduli. did Oscar Lee Harrison Jr. Breach the Peace by trespass or continuing to repossess over protest?”, I endeavored to have a clear understanding of what actions constitute a Breach of Peace by looking to court rulings and determinations as well as industry accepted training material to include the following:

In determining if a “breach of peace” has occurred we need to examine cases which interpret the meaning of that phrase in sec. 9-503 of the UCC, because sec. 409.503 is identical to the UCC's sec. 9-503. And, because the phrase "breach of the peace" predates the UCC, we may consider pre-Code authority. First and Farmers Bank of Somerset v. Henderson, 763, S.W.2d 137, 140 (Ky. Ct. App. 1988).

“Reception or reprisal is another species of remedy by the mere act of the party injured. This happens when any one hath deprived another of his property in goods

or chattels personal, or wrongfully detains one's wife, child, or servant: in which case the owner of the goods, and the husband, parent, or master, may lawfully claim and retake them wherever he happens to find them, so it be not in a riotous manner, or attended with a breach of the peace. The reason for this is obvious; since it may frequently happen that the owner may have this only opportunity of doing himself justice: his goods may be afterwards conveyed away or destroyed; and his wife, children, or servants concealed or carried out of his reach; if he had no speedier remedy than the ordinary process of law. If therefore he can so contrive it as to gain possession of his property against without force or terror, the law favors and will justify his proceeding. But as the public peace is a superior consideration to any one man's private property; and as, if individuals were once allowed to use private force as a remedy for private injuries, all social justice must cease, the strong would give law to the weak, and every man would revert to a state of nature; for these reasons it is provided that this natural right of reception shall never be exerted where such exertion must occasion strife and bodily contention, or endanger the peace of society.”

3 W. BLACKSTONE, COMMENTARIES

Professors White and Summers observe: "When the creditor repossesses in disregard of the debtor's unequivocal oral protest, most courts find the creditor guilty of a breach of the peace." 2 J. WHITE & R. SUMMERS, UNIFORM COMMERCIAL CODE § 27-6, at 580 (3d ed. 1988) (footnote omitted).

FMCC argues that the cases cited by White and Summers do not support this assertion. We disagree. In *Manhattan Credit Co. v. Brewer*, [341 S.W.2d 765](#), 767 (Ark. 1961), a case cited by White and Summers, the creditor repossessed an automobile though the owner's husband told the creditor's agent that "they objected to him taking the car." The court said: "[I]n the case under consideration, it appears equally clear that Mrs. Brewer could not have prevented appellant's agent from driving her automobile away without her having to exercise force to prevent it." *Id.* Though it is unclear what part a later confrontation at a garage played in the court's decision, it is plain that the court considered the debtor's objection the deciding factor. And this is reasonable. Once a debtor unsuccessfully demands that a repossessing creditor desist, the only way to enforce that demand is with a breach of the peace, something the common law, the UCC and the WCA prohibit.

Other cases cited by White and Summers also support their conclusion. In *Wilson v. Kuykendall*, 73 So. 344 (Miss. 1917), the creditor took a mule from the debtors' barn over their objection. The court affirmed a judgment in the debtors' favor. In



Morris v. First Nat'l Bank and Trust Co. of Ravenna, 254 N.E.2d 683, 686-87 (Ohio 1970), the court said:

[W]e are constrained to hold that when appellee's agents were physically confronted by appellant's representative, disregarded his request to desist \*809 their efforts at repossession and refused to depart from the private premises upon, which the collateral was kept, they committed a breach of the peace within the meaning of [sec. 9-503] ....

In Morrison v. Galyon Motor Co., 64 S.W.2d 851, 853 (Tenn. Ct. App. 1932), the court concluded that the debtor, Morrison, could not prevail because he was not present to voice an objection to a repossession. It added:

Of course, had complainant, Morrison, been present at the time to give evidence that his contract assent to such taking was withdrawn or had such been indicated by his agents or the ones in whose possession he had apparently left the truck, then the agent would not have been authorized to physically take possession of the truck against their consent for such an action would be calculated to provoke a breach of the peace ....

Other commentators agree with White and Summers. In 9 W. HAWKLAND, UNIFORM COMMERCIAL CODE SERIES § 9-503:03, at 756 (1991), the author notes: "Generally, however, if the debtor protests the secured party's repossession, or perhaps even if a third party, such as a spouse or child, protests, a breach of peace will be imminent, and self-help repossession should no longer be an alternative for the secured party."

A law review comment observes:

The greater expansion in the breach of peace definition occurred when the courts began to rule that the right to assert the self-help remedy could be foreclosed by the debtor's objection. This principle is based upon the "potential for violence" definition of breach of peace in that an objection by the debtor will serve as the foundation for a possible violent confrontation if the objection is ignored. When a debtor is faced with the prospect of repossession, he need not resort to violence nor exert futile efforts against overwhelming odds to make known his objection.

Comment, Breach of Peace and Section 9-503 of the Uniform Commercial Code A Modern Definition for an Ancient Restriction, 82 DICK. L. REV. 351, 363-64 (1978) (footnotes omitted) (hereinafter Breach of Peace).

Cases interpreting sec. 9-503 also support Hollibush's assertion that "no means no." In *Dixon v. Ford Motor Credit Co.*, 391 N.E.2d 493, 497 (Ill. App. Ct. 1979) (citing J. WHITE & R. SUMMERS, UNIFORM COMMERCIAL CODE § 26-6, at 972 (1st ed. 1972)), the court said: "When a creditor repossesses in disregard of the debtor's unequivocal oral protest, the repossession may be found to be in breach of the peace."

In *Census Fed. Credit Union v. Wann*, [403 N.E.2d 348](#), 351-52 (Ind. Ct. App. 1980), the court said:

However, even in the attempted repossession of a chattel off a street, parking lot or unenclosed space, if the repossession is verbally or otherwise contested at the actual time of and in the immediate vicinity of the attempted repossession by the defaulting party or other person in control of the chattel, the secured party must desist and pursue his remedy in court. The Kentucky Court of Appeals said: Even without reference to the presence of [a deputy sheriff], it is clear that repossession in the face of the debtor's objection constitutes a breach of the peace. Moreover, the commentators state that a disagreement over repossession ought not have to rise to the level of an assault before a breach is deemed to occur.

*First and Farmers Bank of Somerset*, 763 S.W.2d at 140 (citations omitted).

The court then did a survey of self-help repossession cases from other jurisdictions, and concluded that they supported the holding that a self-help repossession in the face of a debtor's contemporaneous objection constitutes a breach of the peace.

Other jurisdictions have reached a similar conclusion. See *Hopkins v. First Union Bank of Savannah*, [387 S.E.2d 144](#), 146 (Ga. Ct. App. 1989); *Martin v. Dorn Equip Co.*, 821 P.2d 1025, 1028 (Mont. 1991).

In *Oaklawn Bank v. Baldwin*, [709 S.W.2d 91](#), 92 (Ark. 1986), the court concluded: The truck was repossessed from Baldwin's driveway. There is no evidence that McClendon entered any gates, doors, or other barricades to reach the truck. He just attached the truck to his wrecker in the dead of the night and drove away. There was no confrontation with Baldwin. He was asleep when the truck was repossessed. The repossession was accomplished without breaching the peace according to our cases.

FMCC asserts that cases arising under the UCC are in apposite because the UCC does not have the requirement found in the WCA that repossession may not occur until a replevin judgment has been obtained. We disagree. The underlying theory of the UCC cases is that a verbal objection to a repossession is the precursor to violence, and that it should not be necessary for a debtor to resort to violence to

provide the breach of the peace necessary to defeat a self-help repossession. This potential for violence exists whether or not a replevin judgment exists.

Repossessions are emotional matters, and a paper judgment does not calm this emotion.

The way to avoid both an emotional confrontation and a breach of the peace is to take the collateral without the debtor's knowledge, as in *Oaklawn Bank*. As one author noted: "While this construction of the breach of peace prohibition may reduce the creditor's self-help remedy to mere form without substance, the rationale for this construction stems from the 'potential for violence' definition of the breach of peace restriction." *Breach of Peace*, 82 DICK. L. REV. at 364-65

We conclude that the undisputed fact is that Hollibush or her finance told FMCC's agent that he was not to repossess the vehicle, and that he nonetheless did so. We conclude that this constitutes a breach of the peace, contrary to the proscription found in sec. 425.206, Stats. Section 425.206 provides that a violation of that section is subject to the remedy found in sec. 425.305, Stats. Because Hollibush has prevailed in this action, she is entitled to reasonable attorney's fees as provided in sec. 425.308, Stats. We remand for the trial court to determine damages and attorney's fees.

#### NOTES

[1] The most familiar lack-of-consent situation is a repossession without the knowledge of the debtor. Lack of consent, without more, is not a breach of the peace *Butler v. Ford Motor Credit Co.*, 829 F.2d 568, 570 (5th Cir. 1987).

[2] We do not believe that creditors' self-help remedy will suffer much. Badgerland's president testified that only five or ten percent of involuntary repossessions involved contact with the owner of the collateral.

# **ASSET RECOVERY INDUSTRY TRAINING PROGRAMS**

## **1. CERTIFIED ASSET RECOVERY SPECIALIST NATIONAL CERTIFICATION PROGRAM (CARS)**

### **Page 1 Section 3**

*“Where violence or physical confrontation occurs during the repossession, the courts will generally find this to be a Breach of Peace.”*

*“whoever commits such acts as are of a nature to corrupt the public morals, or outrage the sense of decency, or affect the peace and quiet of persons who may witness them, or engage in brawling or fighting, or engages in such conduct as to constitute a Breach of the Peace or Disorderly Conduct.”*

*“2. Did the debtor, or another, acting on the debtors behalf **refuse to consent to entry and repossession?**”*

### **Page 3 Section 3**

*“The conduct following the repossession was not considered incident to the repossession”*

### **Page 1 Section 4**

*“we find that the debtor has given permission to the creditor or creditors agent, in the event of default to “enter upon any premises where said property may be and remove the same without process of law”.”*

### **TREPASS AFTER WARNING**

*“An experienced, professional FRS, knowledgable of the rights of all parties and using tactful communication will very possibly be successful in convincing the debtor to allow the repossession to take place. However should the debtor be adamant and threatens to call the police, **it is time for you to leave the premises.**”*

## **2. FIELD AGENT COMPLIANCE TRAINING (FACT)**

### **Page 12 Paragraph 2**

*“Although the law varies somewhat from state to state, the general rule is that secured lenders also breach the peace if they: (1) repossess the collateral despite the consumer’s objections; or (2) trespass in order to gain possession of the collateral.”*

### **Page 13 Paragraph 3**

*“Each breach of peace action is unique and must be evaluated on the specific facts of the case.”*

### **Page 19 Paragraph 2**

*“If the consumer refuses to surrender the property and requests the agent leave the premises the agent should promptly comply with no further attempts to secure the mortgaged property at that time.”*

### **3. FIELD RECOVERY SPECIALIST OPERATIONS MANUAL**

#### **SCENARIO #1:**

##### **Page 8 Paragraph 1**

*“One of the most critical steps in the successful recovery of collateral where personal contact occurs with the debtor is the ability of the FRS to communicate convincingly with tact and professionalism, his duty and authority to recover collateral.”*

##### **Page 11 Paragraph 2**

*“... the FRS is in the process of hooking collateral to his tow truck when the debtor runs out of the residence shouting to the FRS, “You can’t take my car”! The FRS should immediately show the debtor his identification card, introduce himself and follow example #2 above. This is a situation where the FRS’s communication skills are critical to a successful recovery.”*

##### **Page 11 Paragraph 3**

*“However, if the debtor persists in refusing the collateral to be taken, the FRS must leave the collateral for another day.”*

#### **SCENARIO #2**

##### **Page 11 Paragraph #4**

*“The FRS has hooked the collateral to his tow truck and is pulling out of the debtor’s driveway when the debtor runs out of the residence and jumps into the collateral or on the back of the tow truck.”*

*“The FRS must immediately stop, exit from the tow truck, and again follow Example #2 above.”*

##### **Page 12 Paragraph 1**

*“... once the FRS has care, custody and control of the defaulted property the repossession is complete and the collateral should remain in the custody of the FRS.”*

#### **4. AMERICAN RECOVERY ASSOCIATION REPOSSESSORS OPERATIONS/PROCEDURES MANUAL**

##### **Page 17 Paragraph 3**

*“It isn’t any shock to the debtor that you have come to repossess his car or other collateral. He knows he is delinquent in his payments. He has undoubtedly had many notices from the creditor and has already been informed repossession is the next step.*”

##### **Page 17 Paragraph 7**

*“The debtor will often try delaying tactics and stalls... It will be almost impossible for you to do your job if the debtor is able to buy himself time by his delaying tactics”.*

##### **Page 18 Paragraph 1**

*“One good way to avoid this situation is to advise the debtor the unit will be placed in storage and he will be given the allotted time, by law, to redeem the unit.”*

#### **5. THE REPOSSESSORS TRAINING GUIDE**

##### **Page 65 Paragraph 3**

*“As you can see, breach of the peace encompasses a broad range of activities; the ruling on any one incident depends on the state, the judge, and the circumstances surrounding the case. In fact there have been cases where the court ruled in favor of the reposessor even though a breach of the peace seems to have occurred,”*

*“In Williams v, Ford Motor Credit, the Eighth Circuit Court ruled on the side of the reposessor, in spite of the fact that the borrower objected to the repossession. The borrower testified that the reposessor was polite and did not make any threats”*

##### **Page 66 Paragraph 1**

*(cont’d)” toward her.”*

##### **Page 66 Paragraph 2**

*“...the ruling in a case will usually also depend on whether the court determines that the reposessor achieved “possession” of the vehicle.*

##### **Page 66 Paragraph 3**

*“Once a court determines that you had dominion over a vehicle prior to borrower interference, the court cannot rule wrongful repossession.”*

##### **Page 70 Paragraph 2**

#### **SCENARIO 4: The borrower goes into a house or other building.**

*“If you have the vehicle on the hook and are able to leave, then do so, immediately, as long as the borrower has not objected to the repossession. You have no idea*

*what the borrower is doing. He may be getting his keys, calling the finance company, or he may be getting a gun. Always be prepared for the worst.”*

## **NATIONAL CONSUMER LAW CENTER**

### **Views and comments on Breach of Peace**

#### ***NCLC REPOSSESSIONS 9<sup>th</sup> Edition 2017***

### **6.4 Self-Help Repossession Must Not Breach the Peace**

#### **6.4.1 Introduction**

*“The most broadly applicable restriction on the creditor’s use of self-help is that the repossession must not breach the peace. This restriction appears in the section of Article 9 that authorizes self-help repossession, but not in the section that authorizes a secured party to repossess collateral pursuant to judicial process.”*

*“Breach of Peace may involve bodily force, threats, trespass or in some cases, even deception or trickery. The general rule is that the creditor cannot utilize force or threats, cannot enter the debtor’s residence without consent, and cannot seize any property over the debtor’s objections. Despite this general rule defining a breach of peace case law varies significantly in different jurisdictions. By not defining breach of the peace, the UCC leaves this important concept up to the courts.”*

#### **NCLC REPOSSESSIONS 9<sup>th</sup> Edition 2017**

#### **6.4.6 TRESPASS:**

*“In considering whether a creditor’s trespass on the debtor’s property is a breach of the peace, courts have looked at two factors: the potential for immediate violence and the nature of the property. Thus, trespass into a residence will almost certainly constitute a breach of peace, while circumstances will determine if entry on an open driveway breaches the peace.”*

#### **NCLC REPOSSESSIONS 9<sup>th</sup> Edition 2017**

#### **6.4.6.2 Public Street, Private Driveway, or Garage**

*“If entry to a garage or driveway is gained by a physical breaking there is a breach of peace. Entry into a closed garage, even without a physical breaking, is usually treated as being analogous to entering a debtor’s home and thus breaches the peace.”*

## **ASSET RECOVERY AGENCY BREACH OF PEACE PREVENTION POLICY**

*It shall be the policy of this agency that all employees are aware of the following actions which may be interpreted as creating a wrongful repossession situation and in accordance with written policy at no time will any employee engage these actions.*

- *(BOP) A recovery agent attempts to repossess (or successfully repossesses) without a present right to possession of the vehicle or other property demanded.*
- *POLICY: Before mortgaged collateral is repossessed our agency will verify the client's security interest in the collateral and their lawful right to repossess that collateral.*
  
- *(BOP) A recovery agent engages the consumer or others in physical violence.*
- *POLICY: As the party conducting the physical recovery of the mortgaged property it is clearly understood that an agent has the duty to retreat when faced with the threat of eminent violence and at no time will engage in or instigate physical violence*
  
- *(BOP) A recovery agent enters a home or apartment without the consumer's permission.*
- *POLICY: At no time, under any circumstances, invited or uninvited will any agent enter into the home or apartment of a consumer*
  
- *(BOP) A recovery agent refuses to leave the consumer's or any third party property, including the yard or driveway, after any party has instructed him or her to leave*
- *POLICY: An agent will exit the property, including but not limited to the yard or driveway of a consumer immediately upon being instructed to do so by any person*
  
- *(BOP) A recovery agent tells the consumer or a third party that they will go to jail if they do not give him or her the vehicle or property demanded.*
- *POLICY: At no time will any agent threaten directly or by implication that a consumer will be arrested or got to jail for not surrendering mortgaged property*



- *(BOP) A police officer provides any type of assistance to the recovery agent.*
- *POLICY: An agent will at no time under any circumstance request the assistance of any law enforcement officer to aid in the recovery of mortgaged property*
- *(BOP) A recovery agent does anything that creates an unreasonable risk of violence or disturbance of peace and good order (a "breach of peace")*
- *POLICY: An agent at no time in any way will do anything which may create an unreasonable risk of violence or the disturbance of peace and good order.*

**I would refer to the black letter definition of breach of peace that is, *conduct or speech that violates the public order, disturbs the public tranquility, or has the potential to provoke violence or is likely to incite immediate public turbulence, or leads to or is likely to lead to an immediate loss of public order and tranquility. Breach of the peace further includes any violation of any law enacted to preserve peace and good order. See, e.g., Kimble v. Universal TV Rental, Inc., 417 N.E.2d 597 (Mun. Ct. 1980).***

In forming my opinion, I first I took into consideration if there was a “Breach of Peace” by “TRESPASS”. Did a “TRESPASS” occur during the act of the repossession. Clearly, from all accounts of people deposed thus far in this case the mortgaged Lincoln Navigator was in an open private parking area and not secured by any gate or other obstacle and there was no mention by any deposed party of “No Trespassing” signage.

To quote the National Consumer Law Center publication “REPOSSESSIONS”, ninth edition, section 6.4.6.2 Public Street, Private Driveway, or Garage:

*“One of the most frequent self-help methods used is seizing a vehicle while it is parked on a public street or private driveway. Courts have found no breach of the peace when the reposessor surreptitiously seizes a vehicle from a public street, the parking lot of the debtor’s apartment building late at night...”*

## **OPINION**

**Therefore, based on My 50 years of background, education, training, and experience in the asset recovery industry as well as my extensive experience with various recovery agencies and lenders I would conclude with the opinion that there was no Breach of Peace as related to a trespass.**

The second issue I took into consideration was determining if there was a Breach of Peace related to Oscar Lee Harrison Jr. continuing to repossess the Lincoln Navigator over a consumer’s or any type of third party’s objection.

In relation to this question, I reviewed the depositions of persons who were involved and at the scene of the repossession, Josephine Mali, Oscar Lee Harrison Jr. and Statement of Estaban Diaz. I also reviewed the Houston Police Department/Texas Peace Officers Crash report, Harris County IFS Autopsy Report, RPSA Accident Investigation & Reconstruction Report and various photographs of the accident site and involved vehicles. I also viewed the Videotape of the incident taken from a camera across the street from Albert Nduli’s residence.

I found numerous areas of disagreement and contradictions between the ORAL VIDEOTAPED DEPOSITION OF JOSPHINE MALI taken on DECEMBER 1, 2020 and the ORAL VIDEOTAPED DEPOSITION OF OSCAR HARRISON taken on DECEMBER 7, 2020.

I was not present at the scene and as the scenario from those who were do not agree, I first looked to areas of agreement and found the following:

- 1) At no time did anyone tell the repossessioners to leave the premises
- 2) Oscar Harrison stopped what he was doing, and advised Albert Nduli he had repossessed the Lincoln Navigator
- 3) Attempted to peacefully leave the scene after Albert Nduli moved away from the scene, telling Josephine Mali that “We have to go get the paper - - the papers and the key to the car.” and Albert Nduli and Josephine proceeded to move away from the scene of the repossession.

My opinions must always be based on fact, if possible, and in this case the fact is clearly defined by observing a time stamped video taken from across the street from the apartment complex where Albert Nduli resided, and which clearly shows the action of Oscar Harrison in relation to repossessing the Lincoln Navigator.

Close observance of this time stamped video indicates the following:

7:11:59 Tow vehicle driven by Harrison arrives at the complex and observes the Lincoln Navigator

7:13:02 Tow vehicle backs up to the Lincoln Navigator

7:13:53 Tow vehicle lifts the rear wheels of the Lincoln Navigator and moves it forward to prevent damage when fully lifted

7:14:43 Helper observed strapping down the raised passenger side wheel

7:15:59 Wheels are strapped down

7:16:00 Repossessor has full dominion and control of the vehicle and the repossession is complete

7:22:05 Movement observed on balcony, person with a white shirt

7:22:14 Person in a white shirt observed exiting building and approaching tow vehicle

7:22:40 Movement observed on balcony, second person

7:22:54 Second person observed in vicinity of tow vehicle

7:25:05 Helper enters truck on passenger side

7:25:13 Front wheels of tow vehicle are entering street, what appears to be a person in white shirt is observed approaching vehicle, unable to ascertain exact location in relation to vehicle

7:25:32 The scene is clear of tow vehicle and person in white shirt\*

\* There is an unexplainable lapse of 19 seconds in the video from 7:25:13 to 7:25:32 this missing segment would show the tow vehicle completely exiting the property and the position and actions of the person in the white shirt. The primary factor here is that by all standards the repossession was complete when the reposessor had dominion and control of the vehicle, in this case 7:16:00. At this point in time the vehicle was attached to the tow vehicle with the rear wheels raised off the ground and strapped down, therefore clearly, in full possession and control of the reposseing agent. The helper was observed taking photographs of the vehicle, another action indicating the repossession was complete.

Repossession rights in Texas are governed by the Texas Business & Commerce Code §9.609. According to this code section, a lender has the right to repossess a vehicle without filing a lawsuit if the repossession can be accomplished without a “breach of the peace”.

## **Texas Business and Commerce Code**

### **Sec. 9.609**

#### **Secured Party’s Right to Take Possession After Default**

**(a)**

After default, a secured party:

**(1)**

may take possession of the collateral; and

**(2)**

without removal, may render equipment unusable and dispose of collateral on the debtor’s premises under Section [9.610 \(Disposition of Collateral After Default\)](#).

**(b)**

A secured party may proceed under Subsection (a):

**(1)**

pursuant to judicial process; or

**(2)**

without judicial process, if it proceeds without breach of the peace.

**(c)**

If so agreed, and in any event after default, a secured party may require the debtor to assemble the collateral and make it available to the secured party at a place to be designated by the secured party that is reasonably convenient to both parties.

Added by Acts 1999, 76th Leg., ch. 414, Sec. 1.01, eff. July 1, 2001.

## **Sec. 9.610**

### **Disposition of Collateral After Default**

**(a)**

After default, a secured party may sell, lease, license, or otherwise dispose of any or all of the collateral in its present condition or following any commercially reasonable preparation or processing.

**(b)**

Every aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable. If commercially reasonable, a secured party may dispose of collateral by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms.

**(c)**

A secured party may purchase collateral:

**(1)**

at a public disposition; or

**(2)**

at a private disposition only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.

**(d)**

A contract for sale, lease, license, or other disposition includes the warranties relating to title, possession, quiet enjoyment, and the like that by operation of law accompany a voluntary disposition of property of the kind subject to the contract.

**(e)**

A secured party may disclaim or modify warranties under Subsection (d):

**(1)**

in a manner that would be effective to disclaim or modify the warranties in a voluntary disposition of property of the kind subject to the contract of disposition; or

**(2)**

by communicating to the purchaser a record evidencing the contract for disposition and including an express disclaimer or modification of the warranties.

**(f)**

A record is sufficient to disclaim warranties under Subsection (e) if it indicates “There is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition” or uses words of similar import. Added by Acts 1999, 76th Leg., ch. 414, Sec. 1.01, eff. July 1, 2001.

In reviewing the Texas Business and Commerce Code Sec. 9.609 (a) (2) it is clearly indicated that removal from premises is not a condition of a completed repossession by the verbiage, “without removal, may render equipment unusable and dispose of collateral on the debtor’s premises under Section 9.610 (Disposition of Collateral After Default).

Section 9.610 (b) clarifies that supposition even further by stating, “Every aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable. If commercially reasonable, a secured party may dispose of collateral by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms.”.

If the repossession was complete at 7:16:00 and Albert Nduli was not present on the scene until 7:22:14 and his wife did not arrive until 7:24:54 then any actions after his and her arrival occurred after the repossession was complete and therefore could not be recognized as a breach of peace.

To quote the National Consumer Law Center publication “REPOSSESSIONS”, ninth edition, section 6.4.4 Repossession Despite Consumer’s Objection Breaches the Peace, “*Some courts have held the objection must be at the time of the taking. An objection after the reposessor has already obtained possession of the car is too late.*”

To quote from the *Marcum v. Eastman Credit Union*, 2012 WL 1795058 (E.D. Tenn) final court ruling,

*“It is well-established that once a repossession agent has gained sufficient dominion over his collateral to control it, the repossession has been completed and objection by the debtor will be of no avail.*

**Wallace v. Chrysler Credit Corporation, 743 F.Supp.1228, 1233 (W.D.Va.1990)**

**James v. Ford Motor Credit Company, 842 F.Supp.1202, 1209 (D.Minn.1994)**

**Clark v. Auto Recovery Bureau Conn., Inc., 889 F.Supp. 543, 547 (D.Conn.1994)**

**Thompson v. First State Bank of Fertile, 709 N.W.2d 307, 311 (Minn.App.2006)**

The Clark case is instructive on this point. In Clark, the plaintiff was at a picnic and learned that her vehicle in the nearby parking lot was being repossessed. She ran over to try to stop the repossession, but by the time she arrived, the vehicle had already been hooked up to the tow truck and had been moved from its parking spot. The court held that the plaintiff's objection had come too late because the act of repossession had been completed.

The Thompson case is also instructive. In Thompson, the repossession agent had hooked the debtor's vehicle to the tow truck and lifted the vehicle's rear wheels off the ground before he had contact with the debtor. The court held that by this alone, the repossession agent had established sufficient dominion and control over the vehicle so as to complete the act of repossession and, consequently, that the confrontation that immediately followed was of no legal consequence in evaluating the propriety of the repossession under the UCC. The Court further stated that to hold otherwise would actually encourage breaches of the peace.”

## **OPINION**

**It is my opinion, based on my 50 plus years of background, education, experience, training, and observations in the asset recovery industry and without consideration of either Josphine Mali's or Oscar Harrison's conflicting and contradicting statements during deposition, it is evident from the recorded video taken from across the street that Oscar Harrison, recovery agent for Harris County Impound representing TitleMax had already attached the Lincoln Navigator to the tow truck raised the wheels off the ground, moved the vehicle forward from the parking spot to enable lifting the wheels even higher off the ground and strapped the wheels down before Albert Nduli and Josephine Mali approached the vehicle. It is my opinion that even if there was protest by Albert Nduli and/or Josephine Mali to the repossession of the Lincoln Navigator the objection was of no legal consequence and factor of a breach of peace would be considered neutral, because, it would have been lodged after Oscar Harrison, acting as a recovery agent for Harris County Impound had completed the repossession. Thus, applying the previous rulings, a reasonable finder of fact would have no choice but to conclude that Harris County Impound employee, Oscar Harrison acted reasonably from the moment he initiated the repossession at 7:11:59, until the moment he completed it at 7:16:00 and that neither he nor his helper committed any act which would be considered a breach of peace.**

**The second part of this opinion was Did Oscar Lee Harrison Jr. exercise reasonable and accepted caution and safety procedures during the repossession process?**

Again, it appears that the best way to answer this question is to observe the video taken from across the street which chronicles the actions of all involved parties. In my opinion the actions performed by Oscar Harrison in the four minutes from his arrival at the repossession site at 7:11:59 until the repossession was complete at 7:16:00 appear to be standard and accepted procedures, He approaches the Lincoln Navigator in a slow and cautious manner using his helper to assist. He lifts the vehicle just enough to get the rear wheels off the ground and move the vehicle forward enough to raise it without damaging the front end on the parking bump. Immediately upon raising the rear drive wheels to a safe position he and his helper secure the rear wheels with tie down straps and at that time you can observe Oscar



Harrison securing the steering wheel. These are standard safety procedures, and it appears they were performed in a diligent and slow manner.

From 7:22:05 when movement is observed on the balcony above the vehicle until 7:22:14 when a person in a white shirt is seen approaching the tow truck there are no actions visible other than the helper taking photographs. At 7:25:05 the helper is visible entering the passenger side of the tow truck and the truck begins to slowly, and cautiously, move toward the street. As the front wheels of the tow vehicle enter the street at 7:25:13 there appears to be someone in a white shirt approaching the driver side of the vehicle.

This is where the missing and unexplainable lapse of 19 seconds in the video from 7:25:13 to 7:25:32 occurs. This portion of the video should show the tow vehicle completely exiting the property and the position and actions of the person in the white shirt positioning and the actions of Oscar Harrison.

Without this portion of the video there can only be speculation as to what occurred based on Oscar Harrison's deposition and the statement of his helper, Estebano Diaz.

## **OPINION**

**It is my opinion, based on my 50 plus years of background, education, experience, training, and observations in the asset recovery industry that Oscar Lee Harrison Jr. exercised reasonable and accepted caution and safety procedures during the repossession process of Albert Nduli's Lincoln Navigator.**

It is also my opinion, and I can say with certainty, that if Albert Nduli or any person chased a tow truck into a busy street clad only in their underwear and flip flop shoes, if they attempted to jump on the running board of a moving vehicle while clutching some type of "pamphlet" in their left hand and wearing only shower shoes, and if they grabbed the door handle of a truck causing it to fly open, I would consider that they were the major contributor to any tragic accident which might occur, not the driver of the vehicle.

I reserve the right to amend my opinions or form other opinions as more information becomes available and I reserve the right to present other opinions in response to this set out here, before or at trial.

**REVIEWED  
DOCUMENTS-PHOTOGRAPHS-VIDEOS-  
PUBLICATIONS**

- 1. CERTIFIED ASSET RECOVERY SPECIALIST NATIONAL CERTIFICATION PROGRAM (CARS)**
- 2. FIELD AGENT COMPLIANCE TRAINING (FACT)**
- 3. FIELD RECOVERY SPECIALIST OPERATIONS MANUAL**
- 4. AMERICAN RECOVERY ASSOCIATION REPOSSESSORS OPERATIONS/PROCEDURES MANUAL**
- 5. THE REPOSSESSORS TRAINING GUIDE**
- 6. NATIONAL CONSUMER LAW CENTER NCLC REPOSSESSIONS 9<sup>th</sup> Edition 2017**
- 7. ASSET RECOVERY AGENCY BREACH OF PEACE PREVENTION POLICY**
- 8. ORAL VIDEOTAPED DEPOSITION OF JOSPHINE MALI**
- 9. ORAL VIDEOTAPED DEPOSITION OF OSCAR HARRISON**
- 10. STATEMENT OF OSCAR HARRISON**
- 11. STATEMENT OF ESTABAN DIAZ**
- 12. HOUSTON POLICE DEPARTMENT / TPO CRASH REPORT**
- 13. HARRIS COUNTY IFS AUTOPSY REPORT**
- 14. RPSA ACCIDENT INVESTIGATION & RECONSTRUCTION REPORT**
- 15. PHOTOGRAPHS OF THE CRASH SITE**
- 16. PHOTOGRAPHS OF THE LINCOLN NAVIGATOR**
- 17. PHOTOGRAPHS OF THE HARRIS COUNTY 2017 RAM 4500**
- 18. SCHOOL BUS VIDEO**
- 19. ACROSS STREET VIDEO**
- 20. Texas Business and Commerce Code  
Sec. 9.609  
Secured Party's Right to Take Possession After Default  
(a)(1)(2) (b)(1)(2) (c)  
Sec. 9.610  
Disposition of Collateral After Default  
(a)**
- 21. Marcum v. Eastman Credit Union, 2012 WL 1795058 (E.D. Tenn) final court ruling,**

- 22. Wallace v. Chrysler Credit Corporation, 743 F.Supp.1228, 1233 (W.D.Va.1990)**
- 23. James v. Ford Motor Credit Company, 842 F.Supp.1202, 1209 (D.Minn.1994)**
- 24. Clark v. Auto Recovery Bureau Conn., Inc., 889 F. Supp. 543, 547 (D.Conn.1994)**
- 25. Thompson v. First State Bank of Fertile, 709 N.W.2d 307, 311 (Minn.App.2006)**
- 26. Claimants Amended Disclosures, Report & CV for Expert Witness Mark Lacek**
- 27. Claimants Amended Disclosures, Report & CV for Expert Witness Christopher L. Peterson**
- 28. Claimants Amended Disclosures, Report & CV for Expert Witness John J. Smith**

## **CURRICULUM VITAE**

**RON L. BROWN, IFCCE, MCE, CARS, CCCO, MPRS, CFA**  
2/15/2021

### **GENERAL INFORMATION**

AS PRESIDENT AND GENERAL MANAGER OF CSI GROUP, OKLAHOMA CITY,  
OKLAHOMA OVERSEES ALL ACTIVITY OF THE FOLLOWING ENTITIES:  
COLLECTION SERVICES INTERNATIONAL  
COMBINED SERVICES FOR INSURANCE  
CONFIDENTIAL SECURITY INVESTIGATIONS  
EAGLE GROUP XX, INC.

OKLAHOMA STATE LICENSED PRIVATE INVESTIGATOR SPECIALIZING IN  
ASSET RECOVERY INVESTIGATIONS # API 0217

ACA INTERNATIONAL AND CLEET CERTIFIED INSTRUCTOR

EDUCATION CHAIRMAN OF ALLIED FINANCE ADJUSTERS

PRESIDENT AND PRIMARY FACILITATOR FOR EAGLE GROUP XX, INC.

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## **AWARDS AND ACHIEVEMENTS**

### **ACA INTERNATIONAL**

**Instructor Achievement Award 25 Seminars 1996**  
**Instructor Achievement Award 50 Seminars 1998**  
**Instructor Achievement Award 75 Seminars 2000**  
**Instructor Achievement Award 100 Seminars 2002**  
**Instructor Achievement Award 125 Seminars 2004**  
**Instructor Achievement Award 150 Seminars 2005**  
**Instructor Achievement Award 175 Seminars 2007**  
**Instructor Achievement Award 200 Seminars 2008**  
**Instructor Achievement Award 225 Seminars 2010**  
**Instructor Achievement Award 250 Seminars 2018**  
**Certified Instructor of the Year 2002**  
**Certified Instructor of the Year 2004**  
**Certified Instructor of the Year 2009**  
**Beacon Award 2001**  
**Continuous Service Award 2003**  
**Education Council 1998- 2001 and 2005-2010**  
**Education Council Chairperson 2 years**  
**Subject Matter Expert (SME) in preparing ACA Skip tracing Seminar materials**  
**Subject Matter Expert (SME) in application of Neuro Linguistic techniques**  
**Collection Advisor Top 50 Most Influential Collection Professionals 2007**  
**Collection Advisor Top 25 Most Influential Collection Professionals 2011**  
**Collection Advisor Top Compliance Guru 2015**  
**Receivables Advisor Top 50 Receivables Professionals 2019**  
**Receivables Advisor VIP Speaker Collect Tech 19 2019**  
**Allied Finance Adjusters Education Advancement Award 2020**

### **OKLAHOMA COLLECTORS ASSOCIATION**

**Oklahoma State Unit Legal Compliance Officer**  
**Unit National Director to ACA International**  
**Oklahoma Attorney General Office Liaison to Credit and Collection Industry**  
**Participant in ACAI Strategic Planning Meeting 2007**  
**Merged OCA with ACA of Texas 2020 to form SWCA**

### **SOUTHWEST COLLECTORS ASSOCIATION**

**Elected First President of SWCA 2020**

### **CREDENTIALING**

**International Fellowship of Certified Collection Executives (IFCCE)**  
**Master Credit Executive (MCE)**  
**Certified Asset Recovery Specialist (CARS)**  
**Mortgaged Property Recovery Specialist (MPRS)**  
**Field Agent Credential Training (FACT) (CFA)**  
**Certified Instructor (CI) 1994-2021**

**Professional Collection Specialist (PCS) 2015-2021**  
**Trainer Specialist Program (TSP) 2015-2021**  
**Credit and Collection Compliance Officer (CCCO) 2010-2021**  
**Oklahoma Licensed Private Investigator (API 0217)**

## **EDUCATION AND TRAINING**

**Graduated Bearden High School, Knoxville, TN with an Academic Degree 1963**  
**Attended Central State University, Edmond, Oklahoma, 1964-1966**  
**Attended Oklahoma State University Technical Institute, Oklahoma City, Oklahoma, 1967-1968**  
**Anadite Security Officer Training 1969**  
**ARA Repossessors Course Completion 1974**  
**Graduate SKLAR Management Course 1976**  
**CLEET Armed Private Investigator State Certification Training 1987**  
**CLEET Firearms Training Course 1987**  
**SOR/CLEET Transition Firearms Training Program 1992**  
**ACA Intl. Fellowship of Certified Collection Executives 1993**  
**ACA International Instructor Training Course 1993**  
**SOR/CLEET Fugitive Re-Committal Course 1994**  
**SPIRIT/CLEET Asp Baton Course 1994**  
**TFA Loss Management Seminar 1994**  
**TFA Skip Tracing Seminar 1994**  
**TFA Corporate Image Seminar 1995**  
**TFA Adjuster Certification Seminar 1996**  
**ACA International Instructor Recertification 1995**  
**ACA International Scholar Degree 1996**  
**ACA International Fellow Degree 1997**  
**OPIA/CLEET Asset Investigations Class 1997**  
**ACA International Marketing Seminar 1997**  
**ACA International Sales Seminar 1997**  
**ACA International Business Risk Seminar 1997**  
**ACA International Tracing Technology Seminar 1997**  
**METRO TECH/CLEET Tactical Shotgun Training 1999**  
**ACA International Graduate FDCPA Seminar 1999**  
**ACA International Graduate Collector Seminar 1999**  
**TFA “Manhunt” Seminar 1999 (Speaker)**  
**SOR/CLEET Hazardous Materials Handling 2002**  
**CARS National Certification 2002**  
**URS Risk Management Seminar 2003 (Speaker)**  
**OPIA/CLEET Tracing & Collection Techniques 2003**  
**OPIA/ CLEET Financial Crime Investigations 2003**  
**URS Repossession Risk Management Conference 2003**  
**SOR Training Center “Surveillance” 2004**  
**Prime Safety Seminar 2003/RD&P “Current Laws of REPO INDUSTRY”**  
**Prime Safety Seminar 2004/RD&P “GLBA COMPLIANCE PACKAGE”**

**Prime Safety Seminar 2005/RD&P “CAT” Program**  
**SOR/CLEET Bomb Threat Management Training Course 2006**  
**SOR/CLEET Loss Prevention Management Training Course 2006**  
**ACA International Skip tracing Advanced Technology Seminar 2007**  
**ACA International FDCPA Seminar 2007**  
**ACA International Data Security & Privacy Seminar 2007**  
**ACA International FDCPA Hot Topics Update Seminar 2007**  
**ACA International CREDIT/COLLECTION WORKSHOP 2008**  
**NFA SEMINAR ON REPOSSESSION & RULES OF THE UCC 2009**  
**NAFI SEMINAR ON DOCUMENT VERIFICATION AND AUTHENTICATION 2009**  
**XE COMPANY TACTICAL LIFESAVER COURSE 2009**  
**SOR/CLEET EXECUTIVE PROTECTION SPECIALIST 2010**  
**NAFI SEMINAR ON CYBERCRIME PREVENTION AND INVESTIGATION 2010**  
**NAFI SEMINAR ON ADVANCED SURVEILLANCE AND COUNTER SURVEILLANCE 2011**  
**ACA International Credit Collection Compliance Officer Training Program 2012**  
**CAMC SEMINAR ON MORTGAGED PROPERTY RECOVERY SPECIALIST TRAINING 2012**  
**ARA/RISC Continuing Education Class on Breach of Peace, Data Security 2012**  
**TFA Professional Recovery Specialist (Industry Compliance Standards) 2012**  
**Eagle Group XX Fair Credit Reporting Act (Agency Hiring Obligations) 2013**  
**ARA/RISC Continuing Education Class on recovery Laws and regulations 2013**  
**Weltman, Weinburg & Reis, LPA The Repossession Industry and the CFPB 2013**  
**ARA/RISC Seminar on UDAAP and FDCPA 2013**  
**ARA/RISC Seminar on Communication Skills & Preparation 2013**  
**Eagle Group XX Consumer Complaint Tracking & Response Policy 2013**  
**ARA/RISC Seminar on How to Get Your Employees Compliant 2013**  
**TFA Situational Awareness & Confrontational Avoidance Techniques 2014**  
**ACA International Skiptracing Online 2014**  
**ACA International Becoming an Exceptional Leader 2014**  
**Oklahoma State University Motorcycle Safety Foundation’s Standard Rider 2014**  
**TFA Navigating the CFPB Maze 2014**  
**ACA International Understanding CFPB Expectations 2015**  
**Park Avenue Webinar CFPB Consumer Complaint Tracking & Response 2015**  
**ACA Duties of Data Furnishers Under the FCRA 2015**  
**ACA Conducting a Risk Assessment/Controls and Corrective Actions 2015**  
**ACA Advanced Fair Debt Collection Practices Act 2015**  
**ACA Data Security and Privacy 2015**  
**ACA Writing Effective Policies and Procedures 2015**  
**ACA Ethical and Professional Collections 2015**  
**ARA Breach of Peace & TCPA Act 2016**  
**ARA Background Checks 2016**  
**EGXX Compliance Conference 2016**  
**ARA Recruiting & HR Compliance 2017**  
**Presenter National Alliance of Buy Here Pay Here Dealers (NABD) Conference 2008-2017**  
**Presenter NCUA Conference 2017**

**Presenter Idaho Credit Union Conference 2017**  
**Presenter IACC Seminar 2017**  
**EGXX Compliance Conference 2017**  
**TFA Compliance Conference 2017**  
**Presenter NCSEA Annual Conference 2017**  
**Keynote Presenter CU Solutions Seminar 2017**  
**Keynote CU Solutions Credit Union Conference NJ 2017**  
**Keynote CCUCC Seminar 2017**  
**Keynote CU Solutions Credit Union Conference GA 2018**  
**IMI ACADEMY Three Day Active Shooter Seminar 2018**  
**HIGH PLAINS EDUCATIONAL CO-OP Education Law Conference 2018**  
**Eagle Group XX Cyber Security Seminar 2018**  
**Eagle Group XX Recovering Assets from Native American Lands 2018**  
**Eagle Group XX CTACT-STACT Training 2019**  
**John Hopkins University COVID-19 Contact Tracing 2020**  
**ASTHO Basics of COVID-19 2020**  
**Presenter ACA International 2020 Virtual Conference**  
**Presenter SWCA 2020 Conference**  
**Presenter Allied Finance Adjusters Annual Conference Las Vegas NV 2020**

#### **OKLAHOMA COLLECTORS ASSOCIATION**

**National Service Award 2000**  
**Special Service Award 2001**  
**RR Sesline Memorial Award for Excellence 2003**  
**OCA National Director 1992-2020**

#### **TIME FINANCE ADJUSTERS**

**Active TFA Member 1981-2018**  
**TFA Advisory Council 1983-2018**  
**TFA Board Executive Director 1987-2018**  
**TFA “Longobardi Award” for Professional Performance 1998**  
**Co-Presented the TFA “Manhunt Seminars”**  
**Co-Authored the TFA Published “Manhunt, the Book”**  
**TFA National Compliance Officer**  
**Merged TFA with ARA 2018**

#### **ALLIED FINANCE ADJUSTERS**

**Active AFA Member 2019-2021**  
**Repossessor Magazine Article Contributor**  
**Education Chairman**



### **AMERICAN RECOVERY ASSOCIATION**

Active member since 1973

Association Development Committee 82-83

Current Membership Committee 84-85

Legislative Committee 84-85

New Membership Committee 85-86

Master of Ceremonies ACA National Convention 1986

Association Development and Education Committee 86-87

Future Convention Site Committee 87-88

Legislative Committee 2010

Master of Ceremonies North Atlantic Repossessors Summit 2015

Master of Ceremonies North Atlantic Repossessors Summit 2016

Served on the Executive Committee of the ARA/TFA Unity Initiative

### **OKLAHOMA CITY COMMUNITY COLLEGE**

Developed and Taught Classes in Collections, Skip Tracing and the Fair Debt Collection Practices Act

### **COUNCIL ON LAW ENFORCEMENT EDUCATION & TRAINING**

Developed five CLEET Certified and approved courses approved as continuing education classes for private investigators and security guards

### **OKLAHOMA PRIVATE INVESTIGATORS ASSOCIATION**

Active Member 1987-2018

## ***Current and Past Association Memberships and Board Positions***

TIME FINANCE ADJUSTERS (1982-2018) (Chairman of the Board)

AMERICAN RECOVERY ASSOCIATION (1963-2018)

OKLAHOMA COLLECTORS ASSOCIATION (Held all seats on executive board)

NATIONAL ASSOCIATION OF FRAUD INVESTIGATORS (Chairman of the Board)

INTERNATIONAL ACADEMY OF CRIMINOLOGY (1980-1981)

CALIFORNIA ASSN. OF LICENSED REPOSSESSORS

INTERNATIONAL ASSN. OF AUTO THEFT INVESTIGATORS

FLORIDA ALLIANCE OF CERTIFIED ASSET RECOVERY SPECIALISTS

OKLAHOMA PRIVATE INVESTIGATORS ASSOCIATION

ACA INTERNATIONAL

SHERIFF AND PEACE OFFICERS ASSOCIATION OF OKLAHOMA

AIR AMERICA ASSOCIATION

FORMER TEXAS RANGER ASSOCIATION

10<sup>TH</sup> AIRBORNE RANGER ASSOCIATION

MASONIC BLUE LODGE 434 BRITTON OKLAHOMA MASTER MASON

MASONIC GRAND LODGE GUTHRIE OKLAHOMA 32 DEGREE

SANTE FE RAILROAD CREDIT UNION PAST CHAIRMAN OF THE BOARD

FORMER BOARD MEMBER OF "COMPSOURCE" INSURANCE FUND

COMP SOURCE PAST SECRETARY

COMP SOURCE PAST VICE CHAIRMAN  
COMP SOURCE PAST CHAIRMAN  
ACA INTERNATIONAL EDUCATION COUNSEL PAST CHAIRMAN  
ELI RESEARCH AND CODING INSTITUTE FORMER CONSULTING EDITOR  
COLLECTION ADVISOR PUBLICATION SKIP TRACING ADVISOR  
EAGLE GROUP XX FOUNDER AND FACILITATOR  
NORTH AMERICAN REPOSSESSORS SUMMIT 2015 EMCEE  
NORTH AMERICAN REPOSSESSORS SUMMIT 2016 PLANNING COMMITTEE  
NORTH AMERICAN REPOSSESSORS SUMMIT 2016 EMCEE  
OKLAHOMA STATE INCENTIVE EVALUATION COMMISSION 2016/2019

## **PUBLICATIONS**

Brown, Ron, “Gramm-Leach-Bliley act” application to asset recovery firms  
Brown, Ron, “Don’t Get TRAPPED into sharing a cell with your recovery agent”  
Brown, Ron, “TFA Executive Board Notes 1984-2015”  
Articles Published in ACA “The Collector”  
Brown, Ron, “Digging For Clues”  
Brown, Ron, “The Indefinable Offense, Harassment”  
Brown, Ron, “Cell Phones and the FDCPA”  
Brown, Ron, “Listen Up, Neurolinguistics can help consumers say, yes”  
Brown, Ron, “Black and White”  
Brown, Ron, “ManHunt, The Book” (co-authored)  
Brown, Ron, “Avoiding the Pitfalls of Predatory Lending”

### **ARTICLES PUBLISHED IN “COLLECTION ADVISOR” PERIODICAL**

Brown, Ron “The Great Cell Phone Number Illusion”  
Brown, Ron “Old Header Information Worthless to a Professional Tracer.”  
Brown, Ron “The Changing Face of Skip Tracing”  
Brown, Ron “Skip Tracing Web Sites, Free and Not-So-Free”  
Brown, Ron “Using the Word “Because” to Locate the Unlocatable”  
Brown, Ron “The Basic Fact of Neurolinguistics: People hate the Word “no””  
Brown, Ron “Listen Closely for Inflection, Tonal range and Background Noise”  
Brown, Ron “Social Sites make Locating Debtors Easier Than Ever”  
Brown, Ron “Manipulating and massaging Data to Find Skips”  
Brown, Ron “The Hunter Instinct and Communication”  
Brown, Ron “Mirroring Response of Informants”  
Brown, Ron “The Secret of the Skip Tracers Positive Mental Attitude”  
Brown, Ron “Two Sources a Skip Tracer Needs”  
Brown, Ron “Overcoming Purchased Debt Obstacles”  
Brown, Ron “Skip Tracing, Art or Science”  
Brown, Ron “Power of Imagination”  
Brown, Ron “Skiptracing a Retrospective”  
Brown, Ron “21<sup>st</sup> Century Hunters: Cybertrackers”  
Brown, Ron “Free Sites for Tracing”

**Brown, Ron “Essentials of Geotagging I, II, III”**  
**Brown, Ron “The Way They Run and How We Catch Them I, II, III”**  
**Brown, Ron “Understanding the Social Security Number”**  
**Brown, Ron “Fake and Real Social Security Numbers”**  
**Brown, Ron “Old Header Information...Worthless”**  
**Brown, Ron “Tracing Commercial Debt”**  
**Brown, Ron “Commercial Account Tracing”**  
**Brown, Ron “The Invisible Web I, II”**  
**Brown, Ron “4 Primary Sources of Information”**  
**Brown, Ron “Beware of the Skip Guesser”**

## **PROFESSIONAL SUMMARY**

**January 1972 to Present**

**Employed as an Asset Recovery Specialist by Credit Service, Inc. dba CSI Group. Positions held include, collection specialist, field investigator, senior field investigator, minority shareholder, majority shareholder, secretary-treasurer, vice-president, president and chief executive officer.**

**Majority shareholder of CONSEC Investigations, Inc. dba Confidential Security Investigations.**

**Majority shareholder of EAGLE GROUP XX, Inc. dba Eagle Group XX/USA**

**During the course of employment (1972-2021) has worked over 35,000 field asset recovery assignments.**

**Trained and lectured over 2,500 recovery specialists in the proper procedures and laws of self-help repossessions.**

**Recognized as a Subject Matter Expert on Collection and Repossession Statutes, Asset Recovery Industry Standard Policies and Procedures, Predatory Lending and “Breach of Peace” in relation to asset location and recovery.**

**Founder and current facilitator of “EAGLE GROUP XX”**

**Co-developed the Mortgaged Property Recovery Specialist Credential program**

**Co-developed the Field Agent Compliance Training program**

**Co-developed the Support Employee Compliance Training program**

**Co-developed the Situational Awareness & Confrontational Avoidance Techniques program**

**Developer of the Annual Regulatory Compliance (ARC) training modules**

**Keynote speaker in the Asset Recovery Industry on the subjects related to Automobile Financing, Debt Collection, Asset Recovery, Predatory Lending, Compliance, and Federal Statutes at State and National Conventions and Conferences.**

**Recognized Expert Witness by the following Courts:**

**Tennessee**

**New York**

**New Mexico**

**North Carolina**

**Nevada**

**Illinois**

**Written accepted opinions related to “Breach of Peace”, Wrongful Repossession and Predatory Lending Practices.**

**Provided depositions related to “Breach of Peace”, Wrongful Repossession and Predatory Lending Practices.**

**END**