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~~Chambers Copy~~

FILED

JUN 18 2009

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

7 Attorneys for Plaintiff
 FORD MOTOR CREDIT COMPANY LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA--SAN JOSE DIVISION

12 FORD MOTOR CREDIT COMPANY LLC,
 a Delaware limited liability company,

Plaintiff,

vs.

16 GILROY AUTOMOTIVE GROUP, INC., a
 California corporation; DENNIS
 MARSHALL, an individual; KIRBY L.
 17 MARSHALL, an individual; LORRAINE
 MARSHALL, an individual; GREG
 18 MCKENNA, an individual,

Defendants.

Case No.: 5:09-cv-02341-PVT *JW*

~~[PROPOSED]~~ *JW* ORDER FOR WRIT OF
 POSSESSION

Date: No hearing pending
 Time: *8*
 Dept: Courtroom *5*, 4th Floor
 Judge: Hon. ~~Patricia V. Trumbull~~ *James Ware*
 Complaint Filed: May 27, 2009
 Trial Date: None Set

21 The continued hearing on the application of Plaintiff, Ford Motor Credit Company LLC
 22 ("Ford Credit"), for the issuance of an order for writ of possession came on before the Honorable
 23 Patricia V. Trumbull, United States District Court Judge for the Northern District of California.

24 The Court, having reviewed the application of Ford Credit for writ of possession and
 25 injunctive relief, the supporting declarations and memorandum of points and authorities and the
 26 complaint on file in this action, finds that Ford Credit has established that it is entitled to the
 27 issuance of a Writ of Possession and has established the probable validity that there is an immediate
 28 danger that the vehicles identified on the attached **Exhibit A**, the other personal property described

1 in the attached **Exhibit B** and the proceeds from the sale of any such vehicle or other personal
2 property (collectively the “Collateral”), may become unavailable to levy and may become
3 substantially impaired in value, and

4 GOOD CAUSE APPEARING, THEREFORE,

5 IT IS HEREBY ORDERED that:

6 1. Defendant, Gilroy Automotive Group, Inc., dba Gilroy Mazda (“Gilroy Mazda”), has
7 received timely and proper notice of this hearing on Ford Credit’s Application for Writ of Possession
8 under the Court’s Local Rules.

9 2. Ford Credit has established the probable validity of its security interest in, and claim to
10 possession of, the vehicles identified on the attached **Exhibit A** and all of Gilroy Mazda’s furniture,
11 fixtures, machinery, supplies and other equipment, all motor vehicles, tractors, trailers, implements,
12 service parts and accessories and other inventory of every kind, all accounts, contract rights, chattel
13 paper and general intangibles as described in the attached **Exhibit B**, that Defendant Gilroy Mazda
14 is in default on its loan obligations owing to Ford Credit as set forth in the moving papers.

15 3. Ford Credit has established that the Collateral is located at Gilroy Mazda’s place of
16 business at 6800 Chestnut Street, Gilroy, CA 95020 (the “Dealership”).

17 4. The Clerk of this Court shall issue a writ of possession as provided in California Code
18 of Civil Procedure section 512.010.

19 5. The levying officer may enter the following private places at any time or times, using
20 any necessary reasonable force, whether the premises are occupied or unoccupied, to take
21 possession of the Collateral or some part thereof: 6800 Chestnut Street, Gilroy, CA 95020.

22 6. The levying officer within whose jurisdiction the Collateral, or some part thereof, is
23 located, is authorized to execute the Writ of Possession and levy on the Collateral in either of the
24 following manners as directed by Ford Credit:

- 25 (a) The levying officer may seize the Collateral and retain custody of it in the
26 manner provided by California Code of Civil Procedure sections 514.010 -
27 514.050; or
28

1 (b) The levying officer within whose jurisdiction the Collateral, or some part
2 thereof, is located may maintain the peace while Ford Credit, its agents and
3 employees take and maintain possession of the Collateral in the manner provided
4 by California Code of Civil Procedure sections 514.010 - 514.050.

5 7. Upon delivery of the Collateral to Ford Credit, the U.S. Marshal Service shall be held
6 harmless as to the transport, storage, and maintenance of the Collateral.

7 8. Ford Credit is to store the Collateral in a reasonable manner and either Ford Credit or
8 the storage facility shall carry sufficient insurance to protect the Collateral from loss prior to its sale
9 or disposition. Ford Credit shall dispose of the Collateral in the manner provided under the
10 California Uniform Commercial Code.

11 9. Ford Credit has established that it has a security interest in all accounts of Gilroy
12 Mazda. Ford Credit is authorized under this Order and the Writ of Possession to take possession of
13 all Collateral in the deposit accounts of Gilroy Mazda wherever located. Ford Credit is authorized
14 to have the U.S. Marshal serve a financial institution levy upon any financial institution with
15 possession of Collateral for turnover of the Collateral in the accounts to Ford Credit through the
16 U.S. Marshal in the manner provided under the California Code of Civil Procedure. Neither Gilroy
17 Mazda shall issue checks, drafts or other form of withdrawals from the accounts from the date of the
18 issuance of this Order except to make payment to Ford Credit.

19 10. Gilroy Mazda shall deliver and turn over the Collateral to Ford Credit as provided by
20 California Code of Civil Procedure section 512.070. Ford Credit will then hold the Collateral for
21 not less than 10 days in order to allow Gilroy Mazda an opportunity to obtain redelivery of the
22 Collateral pursuant to California Code of Civil Procedure section 514.030.

23 11. Ford Credit is authorized to use a single USM-285 form which will refer to a list
24 including all motor vehicles comprising a portion of the Collateral and identifying each motor
25 vehicle specifically by make, model, year, and vehicle identification number. The levying officer is
26 directed to accept such form in full compliance with its procedures requiring the use of form USM-
27 285.

28

1 12. The writ of possession shall issue forthwith. The Court waives any filing or posting of
2 an undertaking or bond by Ford Credit as the Court is permitted and authorized to do under
3 California Code of Civil Procedure section 515.010(b). The Court finds, for the purposes of this
4 Order, that the value of Gilroy Mazda's assets is approximately \$1,093,137.50, which is less than
5 the principal amounts of the contractual obligations totaling \$1,095,007.00 it owes to Ford Credit by
6 \$1,869.50. Under California Code of Civil Procedure section 515.010(b), Ford Credit is not
7 required to file an undertaking.

8 13. The written undertaking required by Gilroy Mazda for redelivery or to stay delivery
9 shall be in the amount of \$1,093,137.50.

10 14. The Clerk of this Court shall attach a copy of this Order to the writ of possession.

11 15. Ford Credit's representatives shall, if the levying officer so requests, accompany the
12 levying officer to the business premises described above, to review and examine Gilroy Mazda's
13 books and records relating to the vehicles and parts constituting the Collateral in order to determine
14 the status, location and time and date of return of any Collateral. Ford Credit's representative is
15 authorized to remain at the Gilroy Mazda Dealership at all times until all the Collateral is removed
16 from the Dealership and until it has completed its inspection of Gilroy Mazda's books and records.

17 16. The levying officer is authorized to remain on Gilroy Mazda's business premises at all
18 times until all the Collateral is removed from the Dealership.

19 17. Ford Credit, and/or its authorized agents and assigns, is authorized to act as substitute
20 custodian ("Substitute Custodian") of any and all items of personal property that is located and
21 seized within the State of California pursuant to this Order, and as Substitute Custodian it shall hold
22 harmless the U.S. Marshal from liability arising from any acts, incidents, or occurrences in
23 connection with the seizure and possession of the personal property located at the Collateral arising
24 in the ordinary, authorized scope of the duties of the U.S. Marshal (which acts do not include acts
25 arising from negligent or intentional tortious conduct), including any third-party claims, and the
26 U.S. Marshal shall be discharged of his or her duties and responsibilities for safekeeping of the
27 seized goods. The U.S. Marshal shall request proof of insurance from the Substitute Custodian
28 before surrendering the Collateral to the Substitute Custodian.

1 18. The U.S. Marshal while accomplishing such seizure shall employ whatever reasonable
2 force that is necessary to break open and enter the business premises described above, regardless of
3 whether said premises and/or location is locked or unlocked or occupied or unoccupied, and to
4 inspect the contents of any parking lot, garage, room, vehicle, container or desk or document.


5 IT IS FURTHER ORDERED THAT:

6 19. Gilroy Mazda, its agents, employees, and all persons acting for it or on its behalf, are
7 hereby immediately restrained and enjoined from transferring any interest in the Collateral by lease,
8 sale, pledge, gift, or grant of security interest or otherwise disposing of, encumbering, secreting or
9 transferring possession of the Collateral, in any manner which would prevent, hinder, or delay the
10 levying officer from taking possession of the Collateral.

11 20. Defendant Gilroy Mazda, its agents, employees and anyone acting on its behalf, are
12 enjoined and restrained from transferring any interest by sale, pledge, gift or grant of security
13 interest or otherwise disposing of, or encumbering the Collateral identified on the attached **Exhibits**
14 **A and B.**

15 21. In the event that Gilroy Mazda ceases to conduct business, Ford Credit is authorized to
16 have all mail to be delivered to Gilroy Mazda redirected to a post office box that Ford Credit will
17 maintain for the purpose of receiving Gilroy Mazda's mail. Ford Credit will be authorized to open
18 the mail to Gilroy Mazda and to take possession of all money paid to Gilroy Mazda and to endorse
19 all checks, money orders, and other forms of payment to Ford Credit and to apply the funds to the
20 contract balances owing by Gilroy Mazda to Ford Credit. Gilroy Mazda, its officers, or its
21 appointed employees are agents are permitted to be present when Ford Credit opens any such
22 redirected mail. The parties shall cooperate in scheduling a reasonable time for the opening of the
23 redirected mail.

24 22. Ford Credit may immediately place a security guard(s) on the Dealership premises
25 who shall be authorized to remain at the Gilroy Mazda Dealership at all times until all the Collateral
26 is removed from the Dealership and may utilize the assistance of law enforcement agencies in order
27 to deter the removal of any Collateral from the Dealership premises.

28 ~~23. This order shall issue June , 2009, at .m.~~ 

1 24. This Order shall remain in effect until modified by further order of this Court, or else
2 is modified by written agreement signed by Plaintiff Ford Credit and Defendant Gilroy Mazda filed
3 with and approved by order of this Court.

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5 DATED: June 18, 2009

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United States District Court Judge

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Exhibit A

GILROY AUTOMOTIVE GROUP, INC. CTL2: 043 Dealer: 84102
 6800 CHESTNUT STREET CTL3: 000 Location: 1
 GILROY, CA 95020 CTL4: 0000 Type: 1

Vehicle Daily Statement

Principal Balance	Units	Description	Interest	Flats	0IPC	Fees	Floor Date	Maturity Date	Dup COV	Subv	Stock Number
\$1,095,007.00	56		\$266.33	\$16.28	\$0.00	\$0.00					
\$443,516.00	19		\$104.70	\$5.32	\$0.00	\$0.00					
\$22,021.00		2008 MAZDA MAZDA6	\$5.20	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	NO	NO	8192
\$23,140.00		2009 MAZDA MAZDA6	\$5.46	\$0.28	\$0.00	\$0.00	10/28/2008	11/01/2023	NO	NO	
\$28,464.00		2009 MAZDA MAZDA6	\$6.72	\$0.28	\$0.00	\$0.00	08/18/2008	09/01/2023	NO	NO	9012
\$28,264.00		2009 MAZDA MAZDA6	\$6.67	\$0.28	\$0.00	\$0.00	09/05/2008	10/01/2023	NO	NO	9021
\$22,523.00		2008 MAZDA TRIBUTE	\$5.32	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	NO	NO	8125
\$23,798.00		2008 MAZDA TRIBUTE	\$5.62	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	NO	NO	8137
\$17,113.00		2008 MAZDA TRUCK	\$4.04	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	NO	NO	8162
\$22,042.00		2008 MAZDA TRUCK	\$5.20	\$0.28	\$0.00	\$0.00	05/04/2009	09/01/2023	NO	NO	8244
\$19,389.00		2009 MAZDA MAZDA3	\$4.58	\$0.28	\$0.00	\$0.00	10/24/2008	11/01/2023	NO	NO	
\$17,542.00		2009 MAZDA MAZDA3	\$4.14	\$0.28	\$0.00	\$0.00	10/24/2008	11/01/2023	NO	NO	9033
\$18,307.00		2009 MAZDA MAZDA3	\$4.32	\$0.28	\$0.00	\$0.00	09/23/2008	10/01/2023	NO	NO	
\$19,841.00		2009 MAZDA MAZDA3	\$4.69	\$0.28	\$0.00	\$0.00	11/21/2008	12/01/2023	NO	NO	
\$20,634.00		2009 MAZDA MAZDA5	\$4.87	\$0.28	\$0.00	\$0.00	01/13/2009	02/01/2024	NO	NO	
\$31,258.00		2009 MAZDA RX-8	\$7.38	\$0.28	\$0.00	\$0.00	09/26/2008	10/01/2023	NO	NO	9031
\$26,551.00		2008 MAZDA MX-5 MIATA	\$6.27	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	NO	NO	8234
\$25,035.00		2008 MAZDA MX-5 MIATA	\$5.91	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	NO	NO	8233
\$26,089.00		2006 MAZDA MX-5 MIATA	\$6.16	\$0.28	\$0.00	\$0.00	01/23/2008	02/01/2023	NO	NO	6002
\$26,798.00		2008 MAZDA MX-5 MIATA	\$6.32	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	NO	NO	8232
\$24,707.00		2008 MAZDA CX-7	\$5.83	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	NO	NO	8230
\$369,453.00	15		\$92.39	\$4.80	\$0.00	\$0.00					
\$29,188.00		2009 VOLKSWAGEN ROUTAN	\$7.30	\$0.32	\$0.00	\$0.00	11/04/2008	12/01/2023	NO	NO	
\$30,941.00		2009 VOLKSWAGEN ROUTAN	\$7.73	\$0.32	\$0.00	\$0.00	11/04/2008	12/01/2023	NO	NO	
\$30,548.00		2009 VOLKSWAGEN ROUTAN	\$7.64	\$0.32	\$0.00	\$0.00	09/30/2008	10/01/2023	NO	NO	9036
\$34,182.00		2009 VOLKSWAGEN ROUTAN	\$8.55	\$0.32	\$0.00	\$0.00	10/24/2008	11/01/2023	NO	NO	
\$21,322.00		2008 VOLKSWAGEN BEETLE	\$5.33	\$0.32	\$0.00	\$0.00	07/11/2008	08/01/2023	NO	NO	8228
\$18,932.00		2009 VOLKSWAGEN JETTA	\$4.73	\$0.32	\$0.00	\$0.00	12/17/2008	01/01/2024	NO	NO	

3VWPF31Y28M412185	\$24,749.00	2008 VOLKSWAGEN BEETLE	\$6.19	\$0.32	\$0.00	02/29/2008	03/01/2023	NO	NO	8136
3VWPF31Y38M412549	\$24,749.00	2008 VOLKSWAGEN BEETLE	\$6.19	\$0.32	\$0.00	03/13/2008	04/01/2023	NO	NO	8159
3VWPG31Y58M401646	\$24,055.00	2008 VOLKSWAGEN BEETLE	\$6.02	\$0.32	\$0.00	04/23/2008	05/01/2023	NO	NO	8201
3VWRA71K89M017522	\$21,795.00	2009 VOLKSWAGEN JETTA	\$5.45	\$0.32	\$0.00	09/05/2008	10/01/2023	NO	NO	9023
3VWRG31C58M501937	\$18,816.00	2008 VOLKSWAGEN BEETLE	\$4.71	\$0.32	\$0.00	01/23/2008	02/01/2023	NO	NO	8001
3VWRG31Y48M408659	\$25,252.00	2008 VOLKSWAGEN BEETLE	\$6.31	\$0.32	\$0.00	06/30/2008	07/01/2023	NO	NO	8224
3VWRG31YX8M402445	\$25,772.00	2008 VOLKSWAGEN BEETLE	\$6.44	\$0.32	\$0.00	07/07/2008	08/01/2023	NO	NO	8227
WVWDB71K88W255203	\$19,576.00	2008 VOLKSWAGEN RABBIT	\$4.90	\$0.32	\$0.00	09/16/2008	10/01/2023	NO	NO	8246
WVWDB71KX8W22616	\$19,576.00	2008 VOLKSWAGEN RABBIT	\$4.90	\$0.32	\$0.00	03/20/2008	04/01/2023	NO	NO	8182
USED	\$191,336.00		\$47.84	\$4.76	\$0.00					
1C3EL45X64N116603	\$6,240.00	2004 CHRYSLER SEBRING	\$1.56	\$0.28	\$0.00	09/26/2008	10/01/2023	NO	NO	A1005
1FAFP31N06W233647	\$9,000.00	2006 FORD FOCUS	\$2.25	\$0.28	\$0.00	08/28/2008	09/01/2023	NO	NO	A1008
1YVFP80C765M62382	\$12,750.00	2006 MAZDA MAZDA6	\$3.19	\$0.28	\$0.00	08/19/2008	09/01/2023	NO	NO	A1017
3A4FY58B66T278297	\$8,630.00	2006 CHRYSLER PT CRUISER	\$2.16	\$0.28	\$0.00	08/20/2008	09/01/2023	NO	NO	A1019
3FAFP37N85R132851	\$8,020.00	2005 FORD FOCUS	\$2.00	\$0.28	\$0.00	09/16/2008	10/01/2023	NO	NO	A1035
3VWCP21C73M443029	\$10,900.00	2003 VOLKSWAGEN BEETLE	\$2.72	\$0.28	\$0.00	11/19/2008	12/01/2023	NO	NO	A1076
3VWRG71K55M637866	\$9,000.00	2005 VOLKSWAGEN JETTA	\$2.25	\$0.28	\$0.00	02/10/2009	03/01/2024	NO	NO	A1092A
3VWRK69M3M063843	\$7,900.00	2003 VOLKSWAGEN JETTA	\$1.98	\$0.28	\$0.00	10/23/2008	11/01/2023	NO	NO	A1052
3VWSE69M33M104631	\$7,740.00	2003 VOLKSWAGEN JETTA	\$1.93	\$0.28	\$0.00	10/10/2008	11/01/2023	NO	NO	A1056
5TEGN92N04Z446099	\$15,232.00	2004 TOYOTA TACOMA	\$3.80	\$0.28	\$0.00	08/26/2008	09/01/2023	NO	NO	A1006
JHMCN36485C013562	\$19,010.00	2005 HONDA ACCORD HYBRID	\$4.75	\$0.28	\$0.00	09/12/2008	10/01/2023	NO	NO	A939
JM1BK12G771682866	\$13,540.00	2007 MAZDA MAZDA3	\$3.39	\$0.28	\$0.00	10/03/2008	11/01/2023	NO	NO	A1059
JM1BK32G671745694	\$11,700.00	2007 MAZDA MAZDA3	\$2.93	\$0.28	\$0.00	09/26/2008	10/01/2023	NO	NO	A1060
JM1BK343151333284	\$13,117.00	2005 MAZDA MAZDA3	\$3.28	\$0.28	\$0.00	08/12/2008	10/01/2023	NO	NO	A1046
JM1GG12L461106347	\$18,260.00	2006 MAZDA MAZDASPEED6	\$4.57	\$0.28	\$0.00	08/19/2008	09/01/2023	NO	NO	A1018
KNADE123966087626	\$7,897.00	2006 KIA MOTORS RIO	\$1.98	\$0.28	\$0.00	07/02/2008	08/01/2023	NO	NO	A961
WVWRE33483TD60032	\$12,400.00	2003 BMW MINI COOPER	\$3.10	\$0.28	\$0.00	01/08/2009	02/01/2024	NO	NO	A1085
RDPP	\$29,646.00		\$7.00	\$0.28	\$0.00					
JM3ER29L080201291	\$29,646.00	2008 MAZDA CX-7	\$7.00	\$0.28	\$0.00	05/04/2009	07/01/2009	NO	NO	8046
DEMO	\$39,537.00		\$9.32	\$0.84	\$0.00					
1GCFG15X841100154	\$4,800.00	2004 CHEVROLET EXPRESS VAN	\$1.13	\$0.28	\$0.00	03/19/2008	04/01/2023	NO	NO	A249
JM1FE173860204829	\$30,137.00	2006 MAZDA RX-8	\$7.11	\$0.28	\$0.00	03/19/2008	04/01/2023	NO	NO	6001

Exhibit B

Y09A03

2009 DEALER
FINANCIAL STATEMENT



PAGE 1

Dealer # _____
 Program/Office _____
 Sales District # _____
 COMMERCIAL PERIOD FROM JAN 2009 THRU MAR 2009 OFFICE GILROY VOLKSWAGEN MAZDA
 MARKET OTHER THAN MAZDA CITY GILROY STATE CA 95020

ASSETS		AMOUNT	LIABILITIES		AMOUNT
IN HAND AND ON ORDER	22360	1	Notes	2090	
Accounts in Transit	1620	2	Customer Deposits	2063	-22894
TOTAL CASH & CONTRANS	80970	4	Vehicle Lien Payoff	2007	13049
Vehicle Accounts	1110	5	Other	2610	2243
Inventory Parts & Study Shop	1120	6	TOTAL ACCOUNTS PAYABLE		-6803
Other Customer Accounts	1120	7	New Vehicles & Components	1100	1781250
TOTAL CURRENT RECEIVABLES	41844	10	Used Vehicles	1110	334946
LIABILITIES ASSUMED BY CUSTOMER/ASSUMED	1180	11	Other	1110	16784
NET INVESTED IN INDIVIDUALS	41844	11	Customer Account - Long Term Debt	1117	
Business & Investment Co. Receivable	1120	12	TOTAL INDEBT		2532350
Other Party Receivable	1120	13	Interest	1120	
Stocks - Mutual	1120	14	Notes	2120	-6015
Stocks - Other	1120	15	Insurance	2140	
Stocks - Real Estate	1120	16	Lease - Payroll	2180	
Warranty & Other Receivable - Motor	1140	17	Taxes - Sales	2180	81111
Warranty Other Receivable - Other	1140	18	Taxes - Other	2170	207
Transportation Charge Receivable	1160	19	Income Taxes - Prior Year	2175	
Pre-Delivery Expense	1160	20	Income Taxes - Current Year	2177	
TOTAL RECEIVABLES	147004	21	Dividends - S/Shareholder	2180	
Inventory - Motor	1200	22	Dividends - Other	2190	
Inventory - Other	1210	23	Pension Fund	2194	
Non-Motor	1220	24	Other	2190	
Non-Other	1230	25	Reserve for Repossession Loans	2190	76003
SUBTOTAL NEW & DEMO INVENTORY	1590610	27	TOTAL ACCRUED LIABILITIES		2201450
LIFO Reserve - New Vehicles	1240	28	TOTAL CURRENT LIABILITIES		17175
NET NEW & DEMO INVENTORY (FIFO BASIS)	1240	29	Long Term Debt	2200	
Motor Used Vehicle	1240	30	Mortgage Payable - Prior Emds	2210	
Other Used Vehicle	1240	31	Lease & Finance Vehicle	2220	
Motor Current Production	1240	32	Notes - Other / Other	2230	
LIFO Reserve - Used Vehicle	1240	33	TOTAL LONG TERM DEBT		17875
NET USED INVENTORY	352477	34	TOTAL LIABILITIES		2218625
Parts & Accessories - Motor	1260	35			
Parts & Accessories - Other	1260	36			
NET TOTAL PARTS & ACCESSORIES	534058	37			
Tools	1260	38			
LIFO Reserve - Parts & Accessories	1260	39			
NET PARTS & ACCESSORIES	3900	40			
Exp. On & Stock	1270	41	PREFERRED STOCK	2200	
Parts & Study Shop Materials	1270	42	COMMON STOCK	2201	1483000
Blank Papers	1270	43	TREASURY STOCK	2202	
Warranty in Process - Labor	1270	44	ADDITIONAL PAID IN CAPITAL	2203	
Warranty in Process - Material	1270	45	RETAINED EARNINGS	2210	-594306
TOTAL CURRENT ASSETS	2487562	46	DIVIDENDS	2220	
Inventory	1280	47	INVESTMENTS	2220	
Prepaid Expenses	1280	48	SPAREPARTS	2240	
TOTAL OTHER CURRENT ASSETS	48124	49			
TOTAL CURRENT ASSETS	2763561	50			
Lease and Finance Debt	1280	51			
LAR Accumulated Value Debt	1280	52			
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LINE	NAME OF ACCOUNT	ACCT NO.	TOTAL INCOME AND EXPENSE				LAWY. VEHICLE DEPARTMENT		UNIT
			MONTH	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE		
								1211072	
1	NET BALANCE		271745	1211072	1211072	120928	628129	1	
2	OPERATING EXPENSE		499438.38	1678653.86	1678653.86	10083	24802	2	
3	Depreciation - Vehicle Equipment	8100	3533	707	17971	442	1452	3	
4	Fuel (Gasoline)	8101	10637	2131	38931	1369	8600	4	
5	Fuel (Diesel)	8102						5	
6	Maintenance - Vehicle	8103	38008	7602	48809	1743	18615	6	
7	Advertising - Signs	8104						7	
8	Advertising - News (Advertising)	8105						8	
9	Advertising - Other (Advertising)	8106						9	
10	Advertising - Other (Advertising)	8107						10	
11	Advertising - Other (Advertising)	8108						11	
12	Advertising - Other (Advertising)	8109						12	
13	Advertising - Other (Advertising)	8110						13	
14	Advertising - Other (Advertising)	8111						14	
15	Advertising - Other (Advertising)	8112						15	
16	Advertising - Other (Advertising)	8113						16	
17	Advertising - Other (Advertising)	8114						17	
18	Advertising - Other (Advertising)	8115						18	
19	Advertising - Other (Advertising)	8116						19	
20	Advertising - Other (Advertising)	8117						20	
21	Advertising - Other (Advertising)	8118						21	
22	Advertising - Other (Advertising)	8119						22	
23	Advertising - Other (Advertising)	8120						23	
24	Advertising - Other (Advertising)	8121						24	
25	Advertising - Other (Advertising)	8122						25	
26	Advertising - Other (Advertising)	8123						26	
27	Advertising - Other (Advertising)	8124						27	
28	Advertising - Other (Advertising)	8125						28	
29	Advertising - Other (Advertising)	8126						29	
30	Advertising - Other (Advertising)	8127						30	
31	Advertising - Other (Advertising)	8128						31	
32	Advertising - Other (Advertising)	8129						32	
33	Advertising - Other (Advertising)	8130						33	
34	Advertising - Other (Advertising)	8131						34	
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44	Advertising - Other (Advertising)	8141						44	
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47	Advertising - Other (Advertising)	8144						47	
48	Advertising - Other (Advertising)	8145						48	
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50	Advertising - Other (Advertising)	8147						50	
51	Advertising - Other (Advertising)	8148						51	
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53	Advertising - Other (Advertising)	8150						53	
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59	Advertising - Other (Advertising)	8156						59	
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72	Advertising - Other (Advertising)	8169						72	
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133	Advertising - Other (Advertising)	8230						133	
134	Advertising - Other (Advertising)	8231						134	
135	Advertising - Other (Advertising)	8232						135	
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166	Advertising - Other (Advertising)	8263						166	
167	Advertising - Other (Advertising)	8264						167	
168	Advertising - Other (Advertising)	8265						168	
169	Advertising - Other (Advertising)	8266						169	
170	Advertising - Other (Advertising)	8267						170	
171	Advertising - Other (Advertising)	8268						171	
172									

CURRENT MONTH				GROSS PROFIT ANALYSIS		YEAR-TO-DATE		NO. OF
SALES	CM	SP	CM	NO. OF	SALES	CM	SALES	NO. OF
2783	5948	764	3480	Customer Labor - Month	100	14775	11225	750
1093	883	808	3420	Warranty Clear Labor - Month	30	2664	2131	800
			3450	Warranty Clear Labor - Month	7	533	355	666
8874	6828	769		WARRANTY CLEAR LABOR - YEAR TO DATE	137	17973	13711	763
14774	1230	769	3401	Customer Labor - Other	241	54640	41864	766
5917	4308	741	3421	Warranty Clear Labor - Other	106	16237	11912	734
59	41	745	3431	Warranty Clear Labor - Other	6	516	383	742
20638	15580	755		WARRANTY CLEAR LABOR - YEAR TO DATE	353	71393	54159	759
			3432	Expenses				
			1111	Other Shop Labor			-397	-67
1561	95	61	3440	Body Repair		5931	1569	994
894	524	1000	3446	Gas, Oil & Grease		1579		
			3446	Adjustments Out of Shop - Labor				
31667	23097	729		TOTAL SERVICE DEPT. (EXCL. LAB. & MTL)	490	96876	69042	713
5178	1943	379		P & A - P.D. Month - Month		11971	4438	390
			3509	P & A - P.D. Month - Month				
			3518	P & A - P.D. Body - Month				
			3520	P & A - Warranty Clear - Month				
			3530	P & A - Inventory - Month		941	291	309
1461	611	369	3540	P & A - Courier - Month	42	4036	1649	409
2535	625	247	3550	P & A - Materials - Month	72	9002	2253	250
			3558	P & A - Purchase Discount - Month				
			3578	P & A - Inventory Adjustments - Month				
			3600	P & A - Tools - Month				
8374	9178	339		Exp. Parts (EXCL. LAB. & MTL)	110	23250	8631	340
10118	6693	468	3601	P & A - P.D. Body - Other		37216	17638	474
			3611	P & A - P.D. Body - Other				
13748	5094	370	3621	P & A - Warranty Clear - Other		28056	9107	363
130	39	300	3631	P & A - Inventory - Other		130	39	300
1632	642	593	3641	P & A - Courier - Other	178	19130	3940	389
4224	1133	268	3651	P & A - Materials - Other	118	13808	3739	271
			3661	P & A - Purchase Discount - Other				
			3671	P & A - Inventory Adjustments - Other			-128	
			3681	P & A - Tools - Other				
18855	11610	389		WARRANTY CLEAR LABOR - YEAR TO DATE	297	86340	34585	401
			4000	WARRANTY CLEAR LABOR - YEAR TO DATE				
19229	14789	377		TOTAL PARTS & SUPPLIES (EXCL. LAB. & MTL)		111690	43216	387
			3690	Customer Body Shop Labor				
			3695	Warranty Clear Body Shop Labor				
			3696	Warranty Clear Body Shop Labor				
				TOTAL LABOR - BODY SHOP (EXCL. LAB. & MTL)				
			3640	Body Shop Labor				
			3680	Body Shop Labor				
			4070	Adjustments Out of Shop - Body Shop				
				TOTAL BODY SHOP DEPT. (EXCL. LAB. & MTL)				
210745	48943	180		TOTAL ALL DEPTS. (EXCL. LAB. & MTL)		1211072	167869	139

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GILROY VA MZND

Apr 30 2009 2:49PM

Line	Description	Code	2008	2009	2010	2011	2012
1	Advertising - Vehicle Sales Program	8000	3533	17971	3533	17971	
2	New Print Material	8010	10687	39231	10687	39231	
3	New Print Material	8010					
4	Direct Response	8020	38008	49809	38008	49809	
5	Advertising - Signs	8030					
6	Advertising - Signs (Miscellaneous)	8030					
7	Advertising - Other	8040					
8	Advertising - Other (Miscellaneous)	8040	17	18	17	18	
9	Policy Adjustments - Vehicles	8050	36	60	36	60	
10	FDL & Vehicle Maintenance Expenses	8070					
11	TOTAL VARIABLE SELLING EXPENSES		52251	105189	52251	105189	
12	Salaries - Clerical	8100	6000	30000	6000	30000	
13	Salaries - Supervisors	8110	8000	39600	8000	39600	
14	Salaries - Supervisors	8110	2552	13485	2552	13485	
15	Salaries - Clerical	8120	4746	40204	4746	40204	
16	Other Salaries and Wages	8130	18418	45906	18418	45906	
17	Non-Staff Salaries	8140	31717	69233	31717	69233	
18	TOTAL PERSONNEL EXPENSES		48581	78276	48581	78276	
19	TOTAL NON-PURCH EXPENSES		8686	84057	8686	84057	
20	Total		141235	436717	141235	436717	

Line	Description	Code	2008	2009	2010	2011	2012
21	Vehicle Dept		113615	85847	445	8874	9374
22	Vehicle Dept. Inc.		1892816.1	78779.3	445	692876.9	387933.8
23	Vehicle Expenses		11995981.2	3818384.7	3291987.5	3222772.0	1603004.2
24	Vehicle Expenses		-1010308.9	-3030691.8	-32474	-2229986.2	-1285197.1
25	Vehicle Expenses		144975	25861	68921	20638	29855
26	Vehicle Dept. Inc.		3490323.7	3206.8	4907.7	1559075.3	1161038.8
27	Vehicle Expenses		2187663.0	699817.2	603322.8	590787.2	293825.3
28	Vehicle Expenses		124278.6	-47228.7	-1126-1.8	267346.2	857229.0
29	Vehicle Dept. Inc.		13858		11000	2155	
30	Vehicle Dept. Inc.		-268920.4		-337830.7	69932.0	
31	Vehicle Dept. Inc.		-268920.4		-337830.7	69932.0	
32	Vehicle Dept. Inc.		271745	120928	79221	31667	39229
33	Vehicle Dept. Inc.		999438.4	10083.3	1974.2	2309772.3	1478937.7
34	Vehicle Dept. Inc.		14123582.0	4518148.1	3895273.9	3813465.1	1896929.2
35	Vehicle Dept. Inc.		-9129213.6	-3599829.0	-3697846.3	-1503747.8	-417901.7
36	TOTAL Sales		503192	161859	3060	17973	25350
37	TOTAL Dept. Inc.		44508.8	19206.4	3060	1371176.3	863134.0
38	TOTAL Expenses		4083387.0	3299447.2	1106779.9	10539458.7	5487997.0
39	TOTAL Expenses		-3555277.0	-10983923.8	-107617	-9158510.4	-463482.8
40	TOTAL Sales		637070	156560	312777	71893	84340
41	TOTAL Dept. Inc.		12541719.7	15596.4	21077.6	5415975.9	3458540.1
42	TOTAL Expenses		3659229.2	1179875.6	1011948.0	963617.8	502614.5
43	TOTAL Expenses		888234.3	3798.2	10958.2	7510	2955934.0
44	TOTAL Sales		68810	61300	61300	11725.6	
45	TOTAL Dept. Inc.		-2056-3.1	-3328-5.4	-3328-5.4	11725.6	
46	TOTAL Expenses		-2056-3.1	-3328-5.4	-3328-5.4	11725.6	
47	TOTAL Sales		1211072	628429	674077	96876	111690
48	TOTAL Dept. Inc.		1678691.3	34802.5	20909.5	6904271.3	4321638.7
49	TOTAL Expenses		43671780.2	14084204.7	12079680.5	11503266.6	6000338.8
50	TOTAL Expenses		-26884822.2	-10694016.9	-959726.7	-4599047.2	-1678915.0
51	TOTAL		-1482	-0.6	-1470	-0.1	
52	Non-Addition & Deductions						
53	Motor Vehicle Recall Program		-92984	-34.2	-270318	-22.3	
54	Motor Vehicle Recall Program		-92984	-34.2	-270318	-22.3	
55	Motor Vehicle Recall Program		-92984	-34.2	-270318	-22.3	
56	Motor Vehicle Recall Program		-92984	-34.2	-270318	-22.3	

CONTRIBUTED BY BRAND EXPENSE ALLOCATION

* Includes included in the Non-Brand Expense Detail and Operating Expense on the Balance Sheet

- 1) Verify the Budget Expense on Lines 4 to 18 - Actual expenses should be tracked and charged by brand.
- 2) Personnel Expenses (Line 20) - Actual Expenses on Line 19 should be allocated as a % of Brand's Sales vs. Other Brand's Sales (see line 11 & 12).
- 3) Vehicle Expenses (Line 21) - Expenses should be allocated 50% on % of Year Total Units sold by each brand and 50% on FID counts in Customer, by region, unless it is a dealer program in which case it should be allocated as a % of Brand's FID vs. Other Brand's FID.
- 4) FID Expenses (Line 22) - FID Expenses (including FID) should be allocated as a % of Brand's FID vs. Other Brand's FID. FID Adjustments - New Vehicle
- 5) New Vehicle Dept. - Vehicle Other than Car or Truck, Aftermarket - New Vehicle, Cuts or Lanes don't... LPD Adjustments - New Vehicle (page 4, line 24, 25-26)
- 6) Used Vehicle Dept. - Adjustments - Used Veh. by Aftermarket - Used Vehicle, LPD Adjustments - Used Vehicle (page 4, line 24, 25-26)
- 7) Service Department - Express Charge, Other Shop Labor, Salt or Repair, Gas, Oil & Grease, Adjustments Cost of Sales - Labor (page 4, line 6-11, 24)
- 8) Parts Department - All accounts related to Body Shop Address (page 5, line 17-24, 61-63)

04/08/2008 09:00:00

GILROY VW MAZDA

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