

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION**

**MINITUBISHI MOTORS CREDIT  
OF AMERICA, INC.**

**PLAINTIFF**

v.

**CIVIL ACTION NO. 3:08CV768 DPJ-JCS**

**METRO IMPORTS, LLC, d/b/a  
METRO MITSUBISHI; J. WYNN  
THREATT**

**DEFENDANTS**

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**AGREED FINAL JUDGMENT**

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THIS CAUSE came before the Court on the complaint of Mitsubishi Motors Credit of America, Inc. ("MMCA") against Defendants, Metro Imports, LLC, d/b/a Metro Mitsubishi ("Metro Imports") and J. Wynn Threatt ("Threatt"), and the Court being advised that it has jurisdiction of this matter pursuant to 28 U.S.C. § 1332, that the Defendants, Metro Imports and Threatt, were properly served with process pursuant to Federal Rule of Civil Procedure 4, and that the Defendants have agreed that MMCA is entitled to a judgment against the defendants for the amounts set forth below, finds that a judgment should be entered in this matter. Accordingly,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. MMCA shall have and recover a judgment against Metro Imports and Threatt, jointly and severally, for the amounts owed MMCA as more particularly itemized as follows:
  - (a) Amount owed under the New Inventory Agreement, as defined in the complaint, in the principal sum of \$2,369,677.15, together with interest in the amount of \$40,546.29, flat fees of \$1,078;
  - (b) Amount owed under the Used Inventory Agreement, as defined in the complaint, in

the principal sum of \$1,732,868.55, interest in the amount of \$23,315.65, flat fees of \$794.20;

(c) Repossession expenses of \$8,203.73;

(d) Reasonable attorneys' fees of \$ 50,000 .

Total judgment against Metro Imports and Threatt \$4,226,483.57, which judgment shall accrue interest at the federal rate.

2. MMCA is authorized to take possession and have possession of all the following property of Metro Imports, LLC and sell, collect or dispose of it in accordance with the Mississippi Uniform Commercial Code and any and all rights as a secured party under the New and Used Inventory Agreements attached to the complaint in this matter, to wit: all inventory of vehicles, including all demonstrators, display items, all returns and repossessions, and all additions and accessions thereto; all goods, including all machinery and shop equipment, data processing equipment, tools, appliances, trucks, furniture, fixtures, parts inventory, bins and miscellaneous equipment, all accounts, chattel paper, security agreements, instruments, contract rights, policies and certificates of insurance, documents, documents of title, manufacturer's certificates of origin, all dealer reserve accounts and general intangibles including all monies and credits now due or to become due to Metro Imports, LLC, all choses in action including all claims against manufacturers or distributors of inventory or lending institutions other than MMCA; all monies and credits due Metro Imports, LLC from a manufacturer or distributor of vehicles, including without limitation, sales incentive payments, hold back rebates, warranty payments, factory receivables, credits for inventory returns and all other rights to the payment of money and all proceeds of the foregoing.

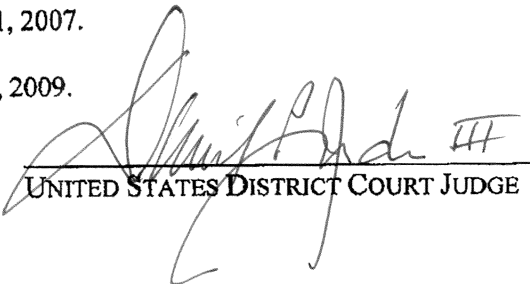
3. Except to the extent that Metro Imports has already voluntarily surrendered collateral to MMCA before the marshal executes this judgment, the U.S. Marshal shall take possession of all property described in paragraph 2 above and upon the request of MMCA, deliver it to MMCA so that it may exercise its rights as a secured party under the Mississippi Uniform Commercial Code

and under the New and Used Inventory Agreements.

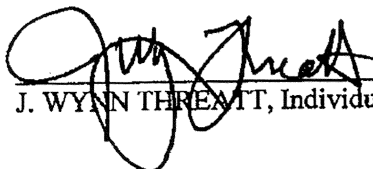
3. The judgment amount shall be reduced by the net proceeds from MMCA's sale of any property of Metro Imports that was pledged to secure the New Inventory and Used Inventory Agreements.

4. Within ten (10) days of the entry of this judgment, Metro Imports, LLC and/or Threatt at MMCA's request, shall turnover all documents in their possession, custody and control, including any computer records, related to the sale and third party financing of any and all new and used vehicle inventory of Metro Imports since January 1, 2007.

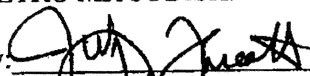
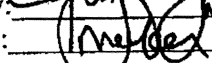
SO ORDERED, this 17 day of February, 2009.


  
UNITED STATES DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
J. WYNN THREATT, Individually

METRO IMPORTS, LLC, d/b/a  
METRO MITSUBISHI

By:   
Its: 

  
\_\_\_\_\_  
Jim F. Spencer, Jr., Attorney for Plaintiff

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