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provided by local rules of court	This form approved by f	he Judicial Conference of th	ie United States in September I	974, is required for the use of	the Clerk of Court for the
I. (a) PLAINTIFFS SEE ATTACHED SHEET			DEFENDANTS		
•		ASES)	NOTE: IN LAND CO	(IN U.S. PLAINTIFF CASES O NDEMNATION CASES, USE T	
(c) Attomeys (Firm Name, 2	ddress, and Telephone Numbe	r)	Attomeys (If Known)		
II. BASIS OF JURISDI	CTION Place an "X" in C	Dine Box Only)	. CITIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff
1 U.S. Government Plaintiff	▲ 3 Federal Question	r.	P	1 D 1 Incorporated or Pr.	PTF DEF incipal Place
2 U.S. Government Defendant		ip of Parties in Item III)	Citizen of Another State		
				3 3 Foreign Nation	□ 6 □ 6
IV. NATURE OF SUIT			FORFEITURE/PENALTY		
 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 245 Tort Product Liability 290 All Other Real Property 	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle 750 Other Personal Injury 362 Personal Injury - Medical Malpractice 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability 9ERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage 385 Property Damage 385 Property Damage 385 Alien Detainee 510 Motions to Vacate Sentence 530 General 530 General 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Rights	 ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other ☐ 710 Fair Labor Standards Act ☐ 710 Fair Labor Standards ☐ 710 Fair Labor Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act ☐ 791 Employee Retirement Income Security Act ☐ 462 Naturalization Application ☐ 465 Other Immigration 	↓ 422 Appeal 28 USC 158 ↓ 423 Withdrawal 28 USC 157 ▶ PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 835 Patent - Abbreviated New Drug Application □ 840 Trademark ► SOCIAL SECURITY □ 861 HIA (1395ff) □ 864 SSID Title XVI □ 864 SSID Title XVI □ 865 RSI (405(g)) ▶ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	 375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 cable/Sat TV 950 Securities/Commodities/ Exchange 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Acteview or Appeal of Agency Decision 950 Constitutionality of
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VI. CAUSE OF ACTIC	FCRA, 15 U.S.C.	§ 1681 TILA, 15 U.S.C			if demanded in complaint
COMPLAINT: VIII. RELATED CASE	UNDER RULE 2			•	•
IF ANY				DOCKET NUMBER	
DATE 12/15/2017 FOR OFFICE USE ONLY		SIGNATURE OF ATTOR	NEY OF RECORD		
RECEIPT # AM	10UNT	APPLYING IFP	JUDGE	MAG. JUD	GE

DEC 15 2017

CIVIL COVER SHEET ATTACHEMENT

Plaintiff:

Christopher Brogan, 473 Pennsylvania Avenue, Reading, PA 19606

Represented by:

The Kim Law Firm, LLC Richard Kim, Esquire Attorney I.D. No: 202618 1500 Market St. Centre Square – West Tower Suite W – 3110 Philadelphia, PA 19102 Ph. 855-996-6342 Fax 855-235-5855 rkim@thekimlawfirmllc.com

Ferrara Law Group, P.C. Kevin J. Kotch, Esquire One State Street Square 50 W State St., Suite 1100 Trenton, NJ 08608 Ph. 609-571-3742 Fax 609-498-7440 kevin@ferrerelawgp.com

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Defendant:

Fred Beans Motors of Doylestown, Inc.: 858 North Easton Road, Doylestown, PA 18902

Case 5:17-CV-0562&NLTED SQUATES DIS FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM assignment to appropriate calendar.	
Address of Plaintiff: 473 Pennsylvania Avenue, Reading, PA 19606	AD
ACONTAL Database David David Atom DA 18002	MK
Place of Accident, Incident or Transaction: <u>Pennsylvania</u> (Use Reverse Side Fo	or Additional Space)
Does this civil action involve a nongovernmental corporate party with any parent corporation (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1	
Does this case involve multidistrict litigation possibilities?	Yes□ No ^D
RELATED CASE, IF ANY:	
Case Number: Judge	Date Terminated:
Civil cases are deemed related when yes is answered to any of the following questions:	
1. Is this case related to property included in an earlier numbered suit pending or within one	e year previously terminated action in this court? Yes NoB
2. Does this case involve the same issue of fact or grow out of the same transaction as a pri- action in this court?	or suit pending or within one year previously terminated
3. Does this case involve the validity or infringement of a patent already in suit or any earlier	Yes No ^D No ^D
terminated action in this court?	Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil ri	ights case filed by the same individual? Yes No 🖄
CIVIL: (Place 🖌 in ONE CATEGORY ONLY)	
A. Federal Question Cases:	B. Diversity Jurisdiction Cases:
1. D Indemnity Contract, Marine Contract, and All Other Contracts	1. D Insurance Contract and Other Contracts
2. 🗆 FELA	2. 🗆 Airplane Personal Injury
3. 🗆 Jones Act-Personal Injury	3. 🗆 Assault, Defamation
4. 🗆 Antitrust	4. 🗆 Marine Personal Injury
5. 🗆 Patent	5. 🗆 Motor Vehicle Personal Injury
6. 🗆 Labor-Management Relations	6. D Other Personal Injury (Please specify)
7. 🗆 Civil Rights	7. D Products Liability
8. 🗆 Habeas Corpus	8. 🗆 Products Liability — Asbestos
9. Desecurities Act(s) Cases	9. □ All other Diversity Cases
10. D Social Security Review Cases	(Please specify)
11. All ther Federal Question Cases (Please specify) <u>Fair Credit Reporting Act, 15 U.S.C. § 1681, Truth in L</u> ending Act Laws, 73 P.S. § 201-1.	ct, 15 U.S.C. § 1601, Pennsylvania Unfair Trade Practices and Consumer Protection
I, Richard Kim	e Category)
Pyrsuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge at \$150,000.00 exclusive of interest and costs;	
Relief other than monetary damages is sought.	c
DATE: 12/15/17	202618
Attorney-at-Law NOTE: A trial de novo will be a trial by jury only if	Attorney I.D.# there has been compliance with F.R.C.P. 38.
	•
I certify that, to my knowledge, the within case is not related to any case now pending except as noted above.	or within one year previously terminated action in this court
DATE: 12/15/17	202618
Attorney-at-Law	Attorney I.D.#
CIV. 609 (5/2012)	DEC 15 2017

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 4 of 33



IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Christopher Brogan, on behalf of himself and all others similarly situated

v

PLAINTIFF,

CIVIL ACTION

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NO.

Fred Beans Motors of Doylestown, Inc. DEFENDANT.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits.
- (c) Arbitration Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos Cases involving claims for personal injury or property damage from exposure to asbestos.
- (e) Special Management Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management Cases that do not fall into any one of the other tracks.

- day Z

Richard Kim

Date

12/15/17

855-996-6342

855-235-5855

Telephone

FAX Number

E-Mail Address

Attorney for PLAINTIFF rkim@thekimlawfirmllc.com

(Civ. 660) 10/02



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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Christopher Brogan, on behalf of himself and all others similarly situated PLAINTIFF,	: : : Civil Action No. :	4 ê	56 28
v.	CLASS ACTION	COMPLAIN	T FIL
Fred Beans Motors of Doylestown, Inc. DEFENDANT.	: : : JURY TRIAL DEI : :	MANDED By	DEC 15 2017 KATE BARKMAN, Clerk

Plaintiff Christopher Brogan ("Mr. Brogan", "Brogan" or "Plaintiff"), by and through his undersigned attorneys, on behalf of himself, and the Putative Classes set forth below, and in the public interest, hereby brings the following class action Complaint against Defendant Fred Beans Motors of Doylestown, Inc. ("Fred Beans" or "Defendant") pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (the "FCRA"), the Truth in Lending Act, 15 U.S.C. § 1601, *et seq.* ("TILA") and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("PAUFA")

PRELIMINARY STATEMENT

1. Fred Beans is an area car dealership that sells both new and used automobiles, and is believed to sell thousands of vehicles every year.

2. Fred Beans enters into retail installment sales contracts with consumers that set forth the terms of the sale, including required financial disclosures under the law. As discussed below, the retail installment sales contracts prepared by Fred Beans are false, misleading and incorrect because the finance charges are supposed to be lower than what Fred Beans claims them

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 6 of 33

to be in the contracts. The misstatement is knowingly false, and always in favor of the Defendant, thereby deceptively and intentionally charging consumers undisclosed fees without their knowledge.

3. In its retail installment sales contracts with consumers, Fred Beans also wrongfully includes a "Dealer Fee". The Dealer Fee is represented as a charge for preparing documents related to transactions. However, the Dealer Fee bears no rational relationship to the preparation of documentation, and is only meant to generate additional revenue for Fred Beans in the guise of a charge for document preparation.

4. After entering into binding contracts with consumers, and having issued financing terms for transactions, without any permissible purpose, Fred Beans wrongfully continues to cause hard credit inquiries to be conducted. These hard credit inquiries result in, among other things, decreases in credit score as well as privacy harm.

5. Moreover, despite issuing contracts that are binding and final, Fred Beans wrongfully reissues new sales contracts at its whim, and for its own benefit. Thus, the purported financing disclosures issued by Fred Beans during a transaction are illusory.

6. Fred Bean's wrongdoing has resulted in, among other things, violations of the FCRA, TILA and PAUFA.

7. Accordingly, on behalf of himself and the Putative Classes proposed herein, Plaintiff seeks statutory damages, punitive damages, costs and attorneys' fees, equitable relief, and all other appropriate relief pursuant to the FCRA, TILA and PAUFA.

PARTIES

Individual and representative Plaintiff Christopher Brogan is a resident of Reading,
 Pennsylvania. Mr. Brogan is a member of the Putative Classes defined below, and is a consumer

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 7 of 33

as that term is defined by applicable law, including but not limited to the FCRA, TILA and PAUFA.

9. Defendant Fred Beans is a company with a principal place of business in this District, at 845 N. Easton Rd., Doylestown, Pennsylvania, 18902, with a corporate address of 858 North Easton Road, Doylestown, Pennsylvania 18902. Fred Beans is a: (i) "person" as that term is defined by 15 U.S.C. § 1681a(b) and 73 P.S. § 201-2(2); and (ii) a "creditor" as that term is defined by 15 U.S.C. § 1601(g) and 12 C.F.R. 226.2(a)(17).

JURISDICTION AND VENUE

10. This Court has federal question jurisdiction over Plaintiff's FCRA and TILA claims pursuant to 28 U.S.C. § 1331 and pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d).

11. Venue is proper in the United States District Court, Eastern District of Pennsylvania, Philadelphia, pursuant to 28 U.S.C. § 1391(b) as Defendant engages in substantial business activity in this district and a substantial part of the events or omissions giving rise to the claim occurred within this district. 28 U.S.C. § 1391(b).

12. Fred Beans maintains a principal place of business in this District, does substantial business in this District, and is subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

13. When selling automobiles, Fred Beans holds itself out in retail installment sales contracts with consumers as a creditor-seller to whom consumers are obligated to pay the amount financed, prior to immediately transferring financing to a third-party financier/creditor.

14. Fred Beans is also the person whom the debt arising from the consumer credit transaction is initially payable when purchasing an automobile. As such, Fred Beans regularly

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 8 of 33

extends credits to its customers to finance their automobiles prior to immediately assigning retail installment sales contracts.

15. On March 20, 2017, Mr. Brogan entered into a Retail Installment Sales Contract with Fred Beans ("RISC #1") and purchased a 2016 Subaru Impreza (the "Vehicle"). RISCS #1 is attached as **Exhibit 1**.

16. RISC #1 included, among other things, a Federal Truth-In-Lending disclosure regarding the financing terms offered by Fred Beans for the sale of the Vehicle:

	FEDERAL TRUTH-IN-LENDING DISCLOSURES												
ANNUAL	FINANCE	AMOUNT	TOTAL OF	TOTAL SALE									
PERCENTAGE	CHARGE	FINANCED	PAYMENTS	PRICE									
RATE The cost of your credit as a yearly rate	The dollar amount the credit will cost you												
8.74%	\$12,011.45	\$39,242.80	\$51,254.25	\$51,254.25									

See Exhibit "1".

17. It is further disclosed that, based on the above terms, Mr. Brogan is to make 75 monthly payments at \$683.39 per month.

18. These disclosures are false and misleading because, among other reasons, the finance charge is incorrect, and fails to disclosure an additional charge or fee charged to Plaintiff and other members of the putative classes. Fred Beans over stated the Finance Charge in its favor. Indeed, \$39,242.80 financed at 8.74% and amortized over 75 monthly results in a finance charge of approximately **\$11,828.42**, and not **\$12,011.45**, the difference being **\$183.03**.

19. The improper financing charge further causes the disclosures to be false and misleading because, among other reasons, the "Total of Payments" and "Total Sale Price" are false.

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 9 of 33

20. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #1, and obligating himself to the terms of that contract.

21. In RISC #1, Fred Beans improperly included a \$138 Dealer Fee that was only supposed to be a charge for the preparation of documentation relating to the transaction. This charge actually has no rational relationship to document preparation, and is only meant as an additional expense to increase Fred Bean's revenue.

22. RISC #1 was a valid and binding contract, and RISC #1 represented that financing for the Vehicle was to be transferred to Fifth Third Bank ("Fifth Third").

23. Based on RISC #1, Plaintiff left Defendant's dealership and returned home with the Vehicle.

24. After leaving with the Vehicle, on or about April 20, 2017, Defendant sent Mr.
Brogan a second Retail Installment Sales Contract ("RISC #2), which was different than RISC
#1. RISCS #2 is attached as Exhibit 2.

25. RISC #2 was backdated to March 20, 2017. Defendant knowingly and intentionally dated RISC #2 as March 20, 2017, and completely disregarded RISC #1, even though it was a binding contract.

26. RISC #2 provides, among other things, the following financial disclosures:

	FEDERAL TRU	TH-IN-LENDING	DISCLOSURES	
ANNUAL	FINANCE	AMOUNT	TOTAL OF	TOTAL SALE
PERCENTAGE	CHARGE	FINANCED	PAYMENTS	PRICE
RATE The cost of your credit as a yearly rate	The dollar amount the credit will cost you			
8.5%	\$11,656.70	\$39,242.80	\$50,899.50	\$50,899.50

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 10 of 33

See Exhibit 2.

27. It is further disclosed in RISC #2 that Mr. Brogan is to make 75 monthly payments at \$678.66 per month.

28. These disclosures are false and misleading because, among other reasons, the finance charge is incorrect. Fred Beans has over stated the Finance Charge in its favor. Indeed, \$39,242.80 financed at 8.5% and amortized over 75 monthly results in a finance charge of approximately \$11,478.20, and not \$11,656.70, the difference being approximately \$178.50.

29. The improper financing charge further causes the disclosures to be false and misleading because, among other reasons, the "Total of Payments" and "Total Sale Price" are false.

30. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #2, and obligating himself to the terms of that contract.

31. Fred Beans again improperly included a \$138 Dealer Fee that was only supposed to be a charge for the preparation of documentation in the transaction, but has no rational relationship to document preparation, and is only meant as an additional expense to increase Fred Bean's revenue.

32. RISC #2 was a valid and binding contract, and RISC #2 now represented that financing for the Vehicle was transferred to Ally Financial.

33. Mr. Brogan signed and returned RISC #2 because he was receiving notification that the payoff amount for his trade was still outstanding. Despite being required to payoff Plaintiff's outstanding loan amount on the traded in car, Fred Beans had still failed to do so, causing Plaintiff to accrue delinquencies that were reported on Plaintiff's credit report.

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 11 of 33

34. Amazingly, on or about May 31, 2017, Plaintiff received another retail installment sales agreement ("RISC #3) from Fred Beans. And yet again, the terms of the sales agreement were changed. See **Exhibit 3**.

35. RISC #3 was dated May 24, 2017 and provides the same above noted financial disclosures as RISC #2, which are still false and misleading.

36. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #3, and obligating himself to the terms of that contract.

37. RISC #3 also represented that financing for the Vehicle was transferred to Ally Financial. This time the materials sent to Mr. Brogan included a blank Ally Financial loan application. See **Exhibit 4**. Fred Beans never secured financing with Ally Financial because there would have been no reason to send a loan application to Mr. Brogan if financing had actually been arranged.

38. RISC #s 1, 2 and 3 required any change, including cancellation, to be in writing. Fred Beans never executed a written agreement cancelling any of the prior RISCs.

39. The truth is, even though Fred Beans represented that the sale was final, and financing confirmed in the RISCs, Fred Beans always treated the RISCs as unilaterally enforceable at Fred Beans' option, but binding on Mr. Brogan, so that Fred Beans could sell automobiles and lock Mr. Brogan into the sale of the Vehicle.

40. Fred Beans routinely and customarily engages in this unlawful practice. Fred Beans issues retail installment sales contracts to consumers, representing that those contracts are final and binding, but Fred Beans disregards those contracts, as well as the financing terms, as it sees fit, thus rendering the TILA disclosures illusory.

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 12 of 33

41. Fred Beans does so, among other reasons, so that it can lock consumers such as Mr. Brogan into a transaction while obligating itself to nothing.

42. Moreover, Fred Beans wrongful actions allow it to obtain optimal revenue generation from the credit transactions by transferring its credit obligations/liability to third parties such as First Third and Ally Financial (as noted above).

43. Specifically, Fred Beans generates revenue on the financing of automobile transactions when it transfers its financing obligations. This fact is confirmed by the RISCs which all state in the pre-printed forms that: "The Annual Percentage Rate may be negotiable with the Seller [Fred Beans]. *The Seller may assign this contract and retain its right to receive a part of the Finance Charge.*"

44. The transfer of Fred Beans financing of vehicles occurs simultaneously with the execution of the retail installment sales contracts to the designated third-party financial institution named within the contracts. In Mr. Brogan's case, Fred Beans was supposed to have transferred its financing obligations to Fifth Third immediately with the execution of RISC #1.

45. After Fred Beans agreed to finance the purchase of the Vehicle in RISC #1, Fred Beans no longer had any permissible purpose for engaging in "hard" credit inquiries. Nevertheless, Fred Beans continued to conduct credit inquiries, without any permissible purpose, thereby causing Plaintiff significant harm, including but not limited to privacy and credit harm.

46. Fred Beans routinely and systematically causes hard credit inquiries to be conducted even after finalizing financing for vehicle sales, and executing retail installment sales contracts stating that financing has been transferred to a third party.

47. The total documents supplied to Mr. Brogan along with RISC #s 1, 2 and 3 were all different in the information supplied, and length of the documentation. However, a

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 13 of 33

\$138 "document fee" was charged each time. The "document fee" bears no rational relationship to the work necessary in preparing the RISCs. Fred Beans routinely charges this fee and falsely considers it a fee for document preparation.

48. As such, Plaintiff and the Putative Class members are entitled to statutory damages, punitive damages, and attorneys' fees and costs pursuant to the FCRA, TILA and PAUFA.

CLASS ACTION ALLEGATIONS

49. Plaintiff asserts his claim in Count One and Count Two on behalf of the "False

Finance Charge Class" defined as follows:

False Finance Charge Class: All consumers who purchased vehicles from Fred Beans in the United States that: (1) where the retail installment sales contract falsely stated the Finance Charge; (2) were Pennsylvania residents at the time of the purchase; (3) within the three years prior to the filing of the Complaint until the date of final judgment in the action.

50. Plaintiff asserts his claim in Counts One and Two on behalf of the "Multiple RISC

Class" (illusory financing class) defined as follows:

Multiple RISC Class: All consumers who purchased vehicles from Fred Beans in the United States that: (1) entered into a retail sales installment contract with Fred Beans; (2) who were presented with more than one retail sales installment contract without a written cancellation of the prior retail installment sales contract; (3) were Pennsylvania residents at the time of the purchase; (4) within the five years prior to the filing of the Complaint until the date of final judgment in the action.

51. Plaintiff asserts his claim in Count Two on behalf of the "Document Fee/Dealer

Fee Class" defined as follows:

Document Fee/Dealer Fee Class: All consumers who entered into retail sales installment contracts with Fred Beans: (1) that included within the retail installment sales contract a Document Fee/Dealer Fee; (2) were Pennsylvania residents at the time of the purchase; (3)

within five years prior to the filing of the Complaint until the date of final judgment in the action.

52. Plaintiff asserts his claim in Count Three on behalf of the "Unauthorized Inquiry

Class" defined as follows:

Unauthorized Inquiry Class: All consumers who entered into retail sales installment contracts with Fred Beans in the United States: (1) where Fred Beans continued to conduct hard credit inquiries following the execution of the retail sales installment contract; (2) within five years prior to the filing of the Complaint until the date of final judgment in the action.

53. Numerosity. The Putative Classes are so numerous that joinder of all Class members is impracticable. Fred Beans regularly improperly issues retail sales installment contracts with false finance charges; regularly issues multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers with changed finance terms; regularly charges document fee/dealer fees as part of its retail sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and continues to conduct hard credit inquiries by obtaining credit reports without any permissible purpose in violation of TILA, the FCRA and PAUFA.

54. **Typicality.** Plaintiff and members of the Putative Classes were harmed by the acts of Defendant in at least the following ways: issuing retail sales installment contracts with false finance charges; issuing multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers; regularly charges document fee/dealer fees as part of their its sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and continuing to conduct hard credit inquiries by obtaining credit reports without a permissible purpose in violation of TILA, the FCRA and PAUFA. The TILA, the FCRA and PAUFA violations suffered by Plaintiff are

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 15 of 33

typical of those suffered by other members of the Putative Classes, and Fred Beans treated Plaintiff consistent with other members of the Putative Classes.

55. Adequacy. Plaintiff is an adequate representative of the Putative Classes. As a person who was issued retail sales installment contracts with false finance charges; issued multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers with changed finance terms; was charged document fee/dealer fee as part of Fred Beans retail sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and was subject to hard credit inquiries by Fred Beans without a permissible purpose all in violation of TILA, the FCRA and PAUFA, Plaintiff*s interests are aligned with, and are not antagonistic to the interests of the members of the Putative Classes. Plaintiff has retained counsel competent and experienced in complex class action litigation.

56. **Commonality**. Common questions of law and fact exist as to all members of the Putative Classes and predominate over any questions solely affecting individual members of the Putative Classes, including but not limited to:

- a. Whether Defendant issues retail sales installment contracts with false finance charges;
- b. Whether Defendant issues multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers;
- c. Whether Defendant regularly charges document fee/dealer fees as part of their retail sales installment contracts;
- d. Whether Defendant conducts hard credit inquiries by obtaining credit reports without a permissible purpose in violation of TILA, the FCRA and PAUFA;

- e. The proper measure of statutory and punitive damages; and
- f. The proper form of injunctive and declaratory relief.

57. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(l) because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant. Further, adjudication of each individual Class member's claim as a separate action would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

58. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Fred Beans has acted or refused to act on grounds that apply generally to the Putative Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Classes as a whole.

59. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint stems from common and uniform policies and practices, resulting in common violations of TILA, the FCRA and PAUPA. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendant, as the amount of each Class member's individual claims is small compared to the expense and burden of individual prosecution, and Plaintiff is unaware of any similar pending claims brought against Defendant by any members of the Putative Classes on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgment concerning Defendant's practices.

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 17 of 33

Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single forum.

60. Plaintiff intends to provide notice to all members of the Putative Classes to the extent required by Rule 23. The name and addresses of the Putative Class members are available from Defendant's records.

CAUSES OF ACTION

COUNT ONE VIOLATIONS OF TRUTH IN LENDING ACT

61. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.

62. The transaction described herein was a consumer credit transaction with the meaning of the Truth in Lending Act, 15 U.S.C. §§ 1601 et seq.

63. Fred Beans is a "Creditor" pursuant to TILA U.S.C. § 1602(f).

64. As a creditor, Fred Beans regularly extends consumer credit that is subject to a finance charge or payable in more than four installments and is the person to whom the transaction which is the subject of this action is initially payable, 15 U.S.C. § 1602(g) and Reg. Z § 226.2(a)(17). Defendant is also identified as the seller-creditor on the retail sales installment contracts at issue.

65. It is the purpose of the TILA to assure a meaningful disclosure of credit terms to prevent the uninformed use of credit and to protect consumers against inaccurate and unfair practices involving certain sales. Meaningful and timely disclosure of the terms of financing provide consumers with knowledge of the "true" cost of credit prior to consummation of the transaction, 15 U.S.C. § 1638 et seq.

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 18 of 33

66. Pursuant to 15 U.S.C. § 1638, the creditor must disclose material terms such as the true finance charge, amount financed and APR.

67. The Federal Truth in Lending Disclosures in the retail sales installment contracts were false and misleading as, among other reasons, the dealership repeatedly miscalculated the financing terms in its favor in order to generate further revenue from automobile sales.

68. Moreover, Defendant had no intention to honor the financing terms contained in its retail sales installment contracts, which would always be subject to Defendant's unilateral determination.

69. Plaintiff and the Putative classes are entitled to damages in the amount that the court may allow, along with attorneys' fees and expenses pursuant to 15 U.S.C. 1640(a)(2)(A)(i) and 15 U.S.C. 1640(a)(3).

COUNT TWO VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND <u>CONSUMER PROTECTION LAW</u>

70. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.

71. The PAUFA, 73 P.S. §201-1 provides a private right of action for any consumer who "suffers any ascertainable loss of money or property" as a result of an unlawful method, act or practice. 73 P.S. § 201-9.2(a).

72. PAUFA makes it unlawful for a person to engage in unlawful business practices, including, but not limited to any "fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. §201-2(4)(xvii).

73. Defendant violated PAUFA by, among other reasons, knowingly stating false finance charges in retail installment sales contracts that it routinely and regularly enters into with

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 19 of 33

consumers.

74. Defendant further violated PAUFA by, among other reasons, charging consumers in its retail sales installment agreements dealer fees that were purportedly for services rendered in preparing documentation for automobile sales. The dealer fees, however, bear no relationship to costs associated with document preparation, but are actually a hidden expense to consumers so the Defendant can generate further revenue from automobile sales.

75. Defendant further violates PAUFA by, among other reasons, presenting consumers with numerous retail sales installment contracts for Defendants own benefit, even though the contracts are final binding agreements, for Defendant's own benefit so that consumers are bound by the agreement while the Defendant is not.

76. Plaintiff and the Putative Class are entitled to three times statutory damages, including attorneys' fees and costs.

COUNT THREE VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

77. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.

78. Plaintiff is a "consumer" as defined by the FCRA.

79. Fred Beans is a "person" as defined by the FCRA.

80. Fred Beans used a "consumer report," as defined by the FCRA.

81. Defendant violated Sections 1681n and 1681o of the Fair Credit Reporting Act by willfully and negligently causing unauthorized and excessive credit inquiries to be made of Plaintiff and the Class.

82. Inquiries are listed on a credit report, and the number and frequency of inquiries noted on a person's credit file materially affects their credit score. The credit score affects, among

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 20 of 33

other things, the ability of a party to obtain credit and the terms of the credit.

83. The conduct of Defendant was a direct and proximate cause, as well as a substantial factor in bringing about the harm to the Plaintiff and Class that are outlined more fully above and, as a result, Defendant is liable to Plaintiff and the Class for the full amount of statutory damages, punitive damages, attorney's fees and costs of litigation, as well as such further relief, as may be permitted by law.

84. The foregoing violations were willful. Fred Beans knew that it was required to obtain Plaintiff's consent prior to submitting subsequent credit inquiries after it agreed to provide financing. Fred Beans acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Class members under 15 U.S.C. § 1681b(b)(2)(A)(i).

85. Plaintiff and the Putative Class are entitled to statutory damages of not less than\$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C.\$1681n(a)(l)(A).

86. Plaintiff and the Putative Class are also entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

87. Plaintiff and the Putative Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

88. WHEREFORE, Plaintiff, on behalf of himself and the Putative Classes, prays for relief as follows:

- Determining that this action may proceed as a class action under Rule 23 of the Federal Rules of Civil Procedure;
- b. Designating Plaintiff as class representative and designating Plaintiff's counsel

as counsel for the Putative Class;

- c. Issuing proper notice to the Putative Classes at Defendant's expense;
- d. Declaring that Fred Beans committed multiple, separate violations of the law;
- e. Declaring that Fred Beans acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the law;
- f. Awarding appropriate equitable relief, including, but not limited to an injunction forbidding Fred Beans from engaging in further unlawful conduct;
- g. Awarding statutory damages and punitive damages as provided by the law;
- h. Awarding reasonable attorneys' fees and costs as provided under the law; and
- i. Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

89. Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

THE KIM LAW FIRM, LLC

BY: <u>/s/ Richard H. Kim (RHK 8964)</u> Richard Kim, Esquire Attorney I.D. No.: 202618 Centre Square – West Tower Suite W-3110 Philadelphia, PA 19102 Ph. 855-996-6342/Fax 855-235-5855 rkim@thekimlawfirmllc.com

Kevin J. Kotch, Esquire Attorney I.D. No.: 70116 Ferrara Law Group, P.C. One State Street Square 50 W State St., Suite 1100 Trenton, NJ 08608 609.571.3742 (Tel) 609.498.7440 (Fax) kevin@ferraralawgp.com

Attorneys for Plaintiff Christopher Brogan

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Dated: December 15, 2017

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 23 of 33

EXHIBIT 1

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DEAL # 73	Case 5	17-cy-05628-	SIMPLE FINAN	SALE CONTRA CE CHARGE 12/ Contract Number	15/17 Page 24 of 33
Buyer Name ar (Including Cour CHRISTOPH 473 PENNS		(Inclu	uyer Name and Addres ding County and Zlp C	ee	Seller-Creditor (Name and Address) FRED BEANS CHEVROLET 845 N EASTON RD DOYLESTOWN, PA 18902
ontract) the Amo	ount Financeo ano	-inance Unarge in	hicle below for cash of this contract. Ye U.S. funds accordin v are part of this co	ig to the payment	schedule below. We will figure your finance ch
New/Used	Make Year and Mo	1	Vehicle Identi	ification Number	Primary Use For Which Purchased
USED 2	SUBARU 016 IMPREZA		JF1VA2M6X(39304797	Personal, family, or household unless otherwise indicated below business agricultural
	FEDERAL TRU	TH-IN-LENDING	DISCLOSURES		Insurance. You may buy the physical damage insu
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	E FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have pald after you have made all payments as scheduled. \$51254.25	Total Sale Price The total cost of your purchase on credit, including your down payment of \$	ance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions. Check the insurance you want and sign below: Optional Credit insurance
	% \$12011.45	\$ <u>9242.80</u>	<u>\$51254.25</u>	\$ 31234.23	Credit Life: Buyer Co-Buyer Both
Your Payme Number of	Amount of		ayments		Premium:
Payments 75	683.39	Are Monthly beginning	Due		Credit Life \$ N/A Credit Disability \$ N/A Insurance Company Name N/A
N/A	H/A		/A		N/A Home Office Address N/A
Or As Follows:					N/A
	N/A			Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor	
is a heavy comr the charge will b Prepayment. If Security Interes Additional Infor default, any requ	nercial motor vehicle, the e 2% of the part of the p you pay off all your debt st. You are giving a secu rmation: See this contra- nired repayment in full be	e charge will be 4% of th ayment that is late. early, you will not have to ity interest in the vehicle of for more information in fore the scheduled date	e being purchased. Including information about	at is late. Otherwise, It nonpayment,	in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the
1 Cash Price Vehicle Accessorie Governme Vehicle De <u>Bi/A</u> <u>bi/A</u> <u>bi/A</u> <u>bi/A</u> <u>bi/A</u>	livery f f f f f f f f f f f f f	or N/A or N/A or N/A r N/A r N/A N/A	\$ <u>3259</u> \$\$ \$ \$ \$ \$ \$ \$ \$ \$	1.00 N/A 2.62 N/A N/A N/A N/A N/A N/A	policies or certificates for coverage limits or other terms and conditions. Other Optional Insurance Dthe Optional Insurance Type of Insurance Term
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Trade-In J Gross Tra Less Pay Equals M + Cash + Other (If total c 3 Unpaid Balance 4 Other Charges	NI3 HYUNDAI GH Ade-in Allowance / Off Made By Seller Net Trade In N/A	(VIN) (VIN) enter "0" and see 4H below	\$.16000 \$.2233, \$633, \$4000 \$\$ }	9.00 4.63 4.63	Insurance Company Name N/A N/A Home Office Address N/A Home Office Address N/A N/A N/A Type of Insurance N/A Premium \$ N/A Term Premium \$ N/A N/A Insurance Company Name N/A
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B Other Optional Insurance Paid to Insurance Company or Companies	_ \$N/A	decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked before
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C Official Fees Paid to Government Agencies		A N/A Buyer Signature
IST OF PA TIRE TAX	\$5.00	Date
IST OF PA for TRANSFER FEE	\$N/A	X N/A
IST OF PA for Temp Tag	\$28.00	Co-Buyer Signature Date
D Optional Gap Contract	- \$595.00-	THIS INSUBANCE DOED HAT
E Government Taxes Not Included in Cash Price F Government License and/or Registration Fees	\$N/A	INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE
_Registra	A 06.00	CAUSED TO OTHERS.
G Government Certificate of Title Fees	\$36.00	Returned Check Charge: You agree to pay the costs we actu
(includes \$ security interest recording fee) Other Charges (Selier must Identity, who is paid and	\$75.00	pay to others if any check you give us is dishonored.
Other Charges (Selier must identify who is paid and		
describe purpose)	- 1	OPTIONAL GAP CONTRACT. A gap contract (debt cancellatic contract) is not required to obtain credit and will not be provide upless you sign below and contract.
to for Prior Credit or Lease Balance	\$_2334_63_	unless you sign below and agree to pay the extra charge. If you
RESOURCE for SERV. CONT	\$_2286_00	unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in litern 4D of the iterrization of Amount Financed. See your gap contract for details on the terms and conditions It provides. It is a part of this contract.
18/A for N/A	\$N/A	details on the terms and conditions it provides. It is a part of this contract,
REG USA for Electronic Ragi	- \$16.55	Term 75Mos. RESOURCE
PRED BEANS CHEV TOT DEALER FEE	\$138.00	Name of Gap Contract
BERKS for LOCAL COUNTY FE	- \$5.00	I want to buy a gap contract.
19/A for N/A	- \$N/A	Buyer Signs A Charles Contract Contract
10/A for N/A	\$N/A	
19:1A for MIA	- \$N/A	
19/4 for N/A	_ \$ <u>N/A</u>	
Total Other Charges and Amounts Paid to Others on Your Behalf	- \$_5519.19 (4)	
Amount Financed (3 + 4)	\$ 39242.80 (5)	
Finance Charge	\$ 12011.45 (6)	
Total of Payments-Time Balance (5 + 6)	\$ 51254,25 (7)	
If you do not meet your cont		
	ract obligations, you may l	ose the vehicle.
TION: You pay no finance charge if the Amount Financed, item		
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CLANY. FORM NO. 553-PA (REV. 1914) LLS. FATERT NO DK0722 COOLIT The Reynolds and Reynolds Company TO ORDER: WAVENUM CONT. 1-800344-0956; bit 1-600 501 9005 THE PRIFIER MAKES NO WARENAMY, EXPENSES ON INPUED, AS TO CONTENT OR PTINESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL

EXHIBIT 2

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Buyer Name and (Including Count CHRISTOPHER 473 PENNSYL	d Address ly and Zip Code) M BROGAN	ERKS		uyer Name and Addres ding County and Zip Co	ode)	Seller-Creditor (Name and Address) FRED BEANS CHEVROLET 845 N EASTON RD DOYLESTOWN, PA 18902
You, the Buyer on credit under contract) the An	(and Co-Buyer, if the agreements of nount Financed ar . The Truth-In-Lend	any), may buy on the front and Finance Ch ling Disclosur	arge in es belo	U.S. funds accordin w are part of this co	or on credit. By si ou agree to pay the	gning this contract, you choose to buy the vehicle e Seller - Creditor (sometimes "we" or "us" in this chedule below. We will figure your finance charge
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Other Optional Insurance <u>₼/A</u> N/A Type of Insurance Term N/A Premium \$_ Description of Coverage /A N <u>/A</u>

Insurance Company NameN/A N/A Home Office Address N/A <u>/A</u> <u>n\/A</u> N/A

N

Type of Insurance Term N/A Premium \$_ Description of Coverage N/A N/<u>A</u> Insurance Company NameN/A N/A

3 Unpaid Balance of Cash Price (1 minus 2) 4 Other Charges Including Amounts Paid to Others on Your Behalf

Trade-KM1114U6K J900100334

NH6A

N₆A

NGA

N∳A

N/A

N₆A

NGA

+ Cash

+ Othe N/A

2 Total Downpayment = Trad 2013 HYUNDAI GE

Gross Trade-In Allowance

Less Pay Off Made By Seller Equals Net Trade In

A Cost of Optional Credit Insura	100 Falu to insulance							
Company or Companies	5:17-cv-0562	28-JLS	Docu	ment 1	-iled 12/	15/17 Pa	Ge-28 of 33 urance is not required t	
Life	TermN/A TermN/A		<u>N/A</u> N/A g	N/A		decision to buy or	not buy other optional in	surance will not
Disability B Other Optional Insurance Pa			V		-	unless you sign at	dit approval process. It v id agree to pay the extra	cost.
(Describe) N/A	12 to modeline company	Tern A	9	N/A	_	I want the insurar	ce checked above.	
(Describe) N/A		Tern A		<u>N/A</u>	. [X N/A		
C Official Fees Paid to Govern						Buyer Signature		Date
ST OF PA	IN TRANSFE		\$	5.00	.	V N/A		
STOF PA	toTRANSFE toTemp Ta		§	N/A 28.00		X N/A Co-Buyer Signatur	e	Date
D Optional Gap Contract		ay		595.00			ANCE DOES NOT	INCLUDE
E Government Taxes Not Incl				N/A		INSURANCE	ON YOUR LIAB	LITY FOR
F Government License and/or Registra	r Registration Fees			36.00		CAUSED TO	RY OR PROPERT OTHERS.	T DAMAGE
G Government Certificate of T	ile Fees		8	·	-		arge: You agree to pay th	
	security interest record		5	5.00	-		heck you give us is dishor	
H Other Charges (Seller must i describe purpose)	identity who is paid and					OPTIONAL GAP C contract) is not requ	ONTRACT. A gap contra vired to obtain credit and	# (debt cancellati will not be provid
to	for Prior Credit		ance	2334.63	_	choose to buy a pa	low and agree to pay the	extra charge. If
RESOURCE	foSERV.CO	DNT.	{	2286.00	_	the Itemization of	Amount Financed. See y and conditions it provid	thertoop aco two
NLGA REGUSA	tdN/A			s <u>N/A</u>	-	contract.		
FRED BEANS CHEV	foElectro V foDEALER		<u>, </u>	<u>16.55</u> 138.00	-	Terrr7 <u>5</u>	MosRESOURCE	Gap Contract
BERKS	fol: OCAL C		E S	5.00	-	I want to buy a gag		och oounart
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Nt/A	fdN/A		(6 <u>N/A</u>	-			
N <u>t6A</u> Total Other Charges and Am	fdN/A	Vour Babalf	8	\$ <u>N/A</u> \$5519	18			
Amount Financed (3 + 4)	iounts Faid to Others on	1 IUUI Deliali		39242	00			
Finance Charge				41656				
Total of Payments-Time Balance	e (5 + 6)			<u>50899</u>	.50 (7)			
	it you do not r	meet vou						
			r contract	obligations,	you may ic	ose the vehici	e	
PTION: Vou pay no financ	e charge if the Amo					, NGA	. SELLER'S INITI	ALV/A
PTION: 🗌 You pay no financ	ce charge if the Amo	ount Finance	ed, item 5, is	paid in full on c	or before/A			AL <mark>Y/A</mark>
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EXHIBIT 3

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Case 5:	17-cv-05		5 5 3 m Pr		/15/17 Page 30 of 33
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4 Other Charges Including Amounts Paid to Others on Your Behalf		Home Office Address N/A
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D Optional Gap Contract	\$ 595.00	THIS INSURANCE DOES NOT INCLUDE
E Government Taxes Not Included in Cash Price	s N/A	INSURANCE ON YOUR LIABILITY FOR
F Government License and/or Registration Fees	\$	BODILY INJURY OR PROPERTY DAMAGE
Registra	e 36.00	CAUSED TO OTHERS.
G Government Certificate of Title Fees	\$	Returned Check Charge: You agree to pay the costs we actually
(includes \$, 75.00	pay to others if any check you give us is dishonored.
H Other Charges (Seller must identify who is paid and	·•	OPTIONAL GAP CONTRACT A map contract (debt concellation)
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RESOURCE for SERV. CONT.	\$ 2286.00	OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract
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Ng A for N/A	\$N/A	
	Ø	
	\$N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 5519.18 (4)	
5 Amount Financed (3 + 4)	\$39242.80 (5)	
6 Finance Charge	\$11656.70 (6)	
7 Total of Payments-Time Balance (5 + 6)	\$50899.50 (7)	
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If you do not most your contra		ees the vehicle
if you do not meet your contra	ct obligations, you may l	ose the vehicle.
If you do not meet your contra OPTION:		ose the vehicle.
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Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 32 of 33

EXHIBIT 4

Case 5:17-cv-05628-JLS Document 1 Filed 12/15/17 Page 33 of 33



	Application Type:				Transaction Type: Dealer Number											
	🔿 Individual 🔿 Busine	22		🔿 Retall 🔿 Lease 🔿 Balloon												
Γ	Last Name (or trade name of business)				rst Middle Initial Suffix (Jr.) Date of Birth Soc. Sec. #			ec # (or 1	# {or Tax ID #}							
	Hame (or business) Phone Number	Cell Phone Number			Type of Enterprise O Corporation O Partmership				Type of Business Years in Busi			siness Months				
	E-Mail Address		Pr	esent A	doress		01		Proprietorsa		Zip Code	Crty		Years	State	
	Time at Present Address Residence Type										Monthly Rent/Mortgage Payment				Payment	
	Years Months		-	_	O Buying			tingAcasing	() Fa		O Other					
	Alimony, child support, or separ	ate maintenan	ce incoi	me ne	ed not b	e revealed	d if you	u do not wisl	h to have	it con	isidered as a b	asis for	repayi	ing this oblig	gation.	
	Present Job Title				Present	Employer						Employe	r Phone	Number		
Ī	Time at Present Job	G	ross Inco	me							Income Received					
	Years Months										🔿 Month	iy		O Yearty		
	Last Name (or trade name of business)		!	First				Middle Initia!	Sulfix (Jr.)	Date	of Birth	Soc Sec	: # (cr T:	1D #)		
	Home (or business) Phone Number (Cell Phone Number			Type of			poration () Pa	unnership oprietarship	Тур	e of Suciness			Years in Bus Years	Months	
	E-Mail Address		Pres	sen! Add	ress					Z	ip Code	City		1 Cara	State	
	Time at Present Address	Residence Type									_		Monthly	Rent/Mortgag	e Payment	
l	Years Months		tright	0	Buying	0	Rentin	g/Leasing	O Fam	ily	O Other					
1	Alimony, child support, or separat	le maintenance	income	ne need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.												
	Present Job Trite			Present Employer					Employer Phone Number							
ŀ	Time at Present Job	Gra	s income							- 1	Income Received					
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5								-								
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	C Lease to Retail C SmartBeginnings MSRP				—	Wholesale (EDC/AV	WV)			Van Conversion/Unfit Cr			st Security Deposit		
	C Lease Loyalty O Single Pm1.										Van Conversion/Upfit Cost Security Deposit					
٧	Ve intend to apply for joint credit	. Applicant			Co-Ap	plicant		(init	ials only)							
	ee Page 2 for important notice Page 2.	es. By signing	g belov	v, i ce	rtify tha	it I have r	ead a	nd agree to	the term	to a	this applicati	on incl	uding	terms on		
	Applicant's Signature			C)ate		Ċ	Co-Applicant	's Signati	116	<u> </u>			Date		
							-									

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