

CIVIL COVER SHEET

5:17-R-5628

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SEE ATTACHED SHEET

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

SEE ATTACHED SHEET

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1, 2, 3, 4, 5, 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: FCRA, 15 U.S.C. § 1681 TILA, 15 U.S.C. § 1601, PAUFA, 73 P.S. § 201-1.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

12/15/2017

Handwritten signature of attorney

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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.  
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[kevin@ferrerelawgp.com](mailto:kevin@ferrerelawgp.com)

**Defendant:**

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

DEC 15 2017

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 473 Pennsylvania Avenue, Reading, PA 19606

Address of Defendant: 858 North Easton Road, Doyelstown, PA 18902

A/R

Place of Accident, Incident or Transaction: Pennsylvania (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes [ ] No [x]

Does this case involve multidistrict litigation possibilities? Yes [ ] No [x]

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 year previously terminated action in this court? Yes [ ] No [x]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes [ ] No [x]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes [ ] No [x]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes [ ] No [x]

CIVIL: (Place check in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. [ ] Indemnity Contract, Marine Contract, and All Other Contracts
2. [ ] FELA
3. [ ] Jones Act-Personal Injury
4. [ ] Antitrust
5. [ ] Patent
6. [ ] Labor-Management Relations
7. [ ] Civil Rights
8. [ ] Habeas Corpus
9. [ ] Securities Act(s) Cases
10. [ ] Social Security Review Cases
11. [x] All other Federal Question Cases

(Please specify) Fair Credit Reporting Act, 15 U.S.C. § 1681, Truth in Lending Act, 15 U.S.C. § 1601, Pennsylvania Unfair Trade Practices and Consumer Protection Laws, 73 P.S. § 201-1.

B. Diversity Jurisdiction Cases:

- 1. [ ] Insurance Contract and Other Contracts
2. [ ] Airplane Personal Injury
3. [ ] Assault, Defamation
4. [ ] Marine Personal Injury
5. [ ] Motor Vehicle Personal Injury
6. [ ] Other Personal Injury (Please specify)
7. [ ] Products Liability
8. [ ] Products Liability — Asbestos
9. [ ] All other Diversity Cases

(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Richard Kim, counsel of record do hereby certify:
[x] Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
[ ] Relief other than monetary damages is sought.

DATE: 12/15/17

Attorney-at-Law (Signature)

202618 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if 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 or within one year previously terminated action in this court except as noted above.

DATE: 12/15/17

Attorney-at-Law (Signature)

202618 Attorney I.D.#

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

PLAINTIFF,  
v.

Fred Beans Motors of Doylestown, Inc.  
DEFENDANT.

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:

CIVIL ACTION

NO. 17 5622

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.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

12/15/17

**Date**

*Richard Kim*

**Attorney-at-law**

Richard Kim

**Attorney for PLAINTIFF**

855-996-6342

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**FAX Number**

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**E-Mail Address**

DEC 15 2017

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

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

PLAINTIFF,

v.

Fred Beans Motors of Doylestown, Inc.

DEFENDANT.

Civil Action No.

17 5628

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

FILED DEC 15 2017 By KATE BARKMAN, Clerk Dep. 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

\$4000

1

5

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**

8. 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

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

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”). RISC #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:

<b>FEDERAL TRUTH-IN-LENDING DISCLOSURES</b>				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>	<b>TOTAL SALE PRICE</b>
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 disclose 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.



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. RISC #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:

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

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.

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.

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

\$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

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)(1) 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.



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.

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**  
**CONSUMER PROTECTION LAW**

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

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

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)(1)(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:

- a. 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**

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*Attorneys for Plaintiff Christopher Brogan*

Dated: December 15, 2017

# EXHIBIT 1

DEALER INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

DEAL # 73069

Dealer Number

Contract Number

Buyer Name and Address (Including County and Zip Code) <b>CHRISTOPHER M BROGAN 473 PENNSYLVANIA AVE READING PA 19606-9092 BERKS</b>	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) <b>FRED BEANS CHEVROLET 145 N EASTON RD BOYLESTOWN, PA 18902</b>
---	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in the contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2016	SUBARU IMPREZA		JF1VA2M6XG9804797	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/>

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	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 paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
8.74 %	\$12011.45	\$9242.80	\$51254.25	\$0.00 is \$51254.25

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
75	683.39	Monthly beginning 05/04/2017
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

<b>1 Cash Price</b>		
Vehicle		\$ 32591.00
Accessories and Installation		\$ N/A
Government Taxes		\$ 1132.62
Vehicle Delivery		\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
N/A	for N/A	\$ N/A
		\$ 33723.62 (1)
<b>2 Total Downpayment =</b>		
Trade-In <b>2013 HYUNDAI GF</b>		
Trade-In <b>2009 HUGK J90U100334</b> (Model)		
Gross Trade-In Allowance (VIN)		\$ 16000.00
Less Pay Off Made By Seller		\$ 22334.63
Equals Net Trade In		\$ -6334.63
+ Cash		\$ 4000.00
+ Other N/A		\$ N/A
(If total downpayment is negative, enter "0" and see 4H below)		
<b>3 Unpaid Balance of Cash Price (1 minus 2)</b>		\$ 0.00 (2)
<b>4 Other Charges Including Amounts Paid to Others on Your Behalf</b>		\$ 33723.62 (3)
<b>A Cost of Optional Credit Insurance Paid to Insurance</b>		
Company or Companies		
Life	Term N/A	\$ N/A
Disability	Term N/A	\$ N/A

**Insurance.** You may buy the physical damage insurance 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**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability:  Buyer  Co-Buyer  Both  
Premium:  
Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name N/A  
N/A  
Home Office Address 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 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 policies or certificates for coverage limits or other terms and conditions.

**Other Optional Insurance**

N/A Type of Insurance N/A Term  
Premium \$ N/A  
Description of Coverage N/A  
N/A  
Insurance Company Name N/A  
N/A  
Home Office Address N/A  
N/A  
 N/A Type of Insurance N/A Term  
Premium \$ N/A  
Description of Coverage N/A  
N/A  
Insurance Company Name N/A  
N/A  
Home Office Address N/A  
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance is not required to obtain credit.



A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	Term <u>N/A</u>	\$ <u>N/A</u>
Disability	Term <u>N/A</u>	\$ <u>N/A</u>
B Other Optional Insurance Paid to Insurance Company or Companies		
(Describe) <u>N/A</u>	Term <u>N/A</u>	\$ <u>N/A</u>
(Describe) <u>N/A</u>	Term <u>N/A</u>	\$ <u>N/A</u>
C Official Fees Paid to Government Agencies		
<u>ST OF PA</u>	for <u>PA TIRE TAX</u>	\$ <u>5.00</u>
<u>ST OF PA</u>	for <u>TRANSFER FEE</u>	\$ <u>N/A</u>
<u>ST OF PA</u>	for <u>Temp Tag</u>	\$ <u>28.00</u>
D	Optional Gap Contract	\$ <u>595.00</u>
E	Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
F	Government License and/or Registration Fees	\$ <u>36.00</u>
G Government Certificate of Title Fees		
(Includes \$ <u>24.00</u> security interest recording fee)		\$ <u>75.00</u>
H Other Charges (Seller must identify, who is paid and describe purpose)		
	to _____ for Prior Credit or Lease Balance	\$ <u>2334.63</u>
<u>RESOURCE</u>	for <u>SERV. CONT.</u>	\$ <u>2286.00</u>
<u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
<u>REG USA</u>	for <u>Electronic Regi</u>	\$ <u>16.55</u>
<u>FRED BEANS CHEV</u>	for <u>DEALER FEE</u>	\$ <u>138.00</u>
<u>BERKS</u>	for <u>LOCAL COUNTY FE</u>	\$ <u>5.00</u>
<u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ <u>5519.18 (4)</u>
5	Amount Financed (3 + 4)	\$ <u>39242.80 (5)</u>
6	Finance Charge	\$ <u>12311.45 (6)</u>
7	Total of Payments-Time Balance (5 + 6)	\$ <u>51254.25 (7)</u>

Home Office Address N/A  
 Other optional insurance is not required to obtain credit. Your 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 above.  
 Buyer Signature X N/A Date \_\_\_\_\_  
 Co-Buyer Signature X N/A Date \_\_\_\_\_  
**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**  
 Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.  
**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.  
 Term 75 Mos. RESOURCE Name of Gap Contract  
 I want to buy a gap contract.  
 Buyer Signs X [Signature]

If you do not meet your contract obligations, you may lose the vehicle.

OPTION:  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X N/A  
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
 You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.  
 See back for other important agreements.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.**

Buyer Signs X Date 03/20/17 Co-Buyer Signs X N/A Date \_\_\_\_\_

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X Date 03/20/17 Co-Buyer Signs X N/A Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A  
 Seller Signs FRED BEANS CHEVROLET Date 03/20/17 By X [Signature] Title \_\_\_\_\_

Seller assigns its interest in this contract to FIFTH THIRD BANK (Assignee) under the terms of Seller's agreement(s) with Assignee.  
 Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller FRED BEANS CHEVROLET By [Signature] Title \_\_\_\_\_

## EXHIBIT 2

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

DEAL # 73470

Buyer Name and Address (Including County and Zip Code) <b>CHRISTOPHER M BROGAN 473 PENNSYLVANIA AVE READING PA 19606-9092 BERKS</b>	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) <b>FRED BEANS CHEVROLET 845 N EASTON RD DOYLESTOWN, PA 18902</b>
---	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below
USED	2016	SUBARU IMPREZA		JF1VA2M6XG9804797	<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> _____

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	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 paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00 is
8.50 %	\$1656.70	\$242.80	\$899.50	\$899.50

Insurance. You may buy the physical damage insurance 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**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability:  Buyer  Co-Buyer  Both

Premium:  
Credit Life \$ \_\_\_\_\_ N/A  
Credit Disability \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_ N/A

Home Office Address \_\_\_\_\_ N/A

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
75	678.66	Monthly beginning 05/04/2017
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

<b>1 Cash Price</b>	
Vehicle	\$2591.00
Accessories and Installation	\$ N/A
Government Taxes	\$1132.62
Vehicle Delivery	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
	\$3723.62 (1)
<b>2 Total Downpayment =</b>	
Trade-In	2013 HYUNDAI GE
Trade-In	KMHU6KJ900100334 (Model)
	(VIN)
Gross Trade-In Allowance	\$6000.00
Less Pay Off Made By Seller	\$2234.63
Equals Net Trade In	\$6334.63
+ Cash	\$4000.00
+ Other	\$ N/A
	\$0.00 (2)
	\$3723.62 (3)
<b>3 Unpaid Balance of Cash Price (1 minus 2)</b>	
<b>4 Other Charges Including Amounts Paid to Others on Your Behalf</b>	

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 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 policies or certificates for coverage limits or other terms and conditions.

**Other Optional Insurance**

N/A \_\_\_\_\_ N/A \_\_\_\_\_  
Type of Insurance Term  
Premium \$ \_\_\_\_\_ N/A  
Description of Coverage \_\_\_\_\_ N/A  
Insurance Company Name \_\_\_\_\_ N/A  
Home Office Address \_\_\_\_\_ N/A  
 N/A \_\_\_\_\_ N/A \_\_\_\_\_  
Type of Insurance Term  
Premium \$ \_\_\_\_\_ N/A  
Description of Coverage \_\_\_\_\_ N/A  
Insurance Company Name \_\_\_\_\_ N/A

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies			
Life	Term	N/A	\$ N/A
Disability	Term	N/A	\$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies			
(Describe)	Term	N/A	\$ N/A
(Describe)	Term	N/A	\$ N/A
C Official Fees Paid to Government Agencies			
State OF PA	to PA TIRE TAX		\$ 5.00
State OF PA	to TRANSFER FEE		\$ N/A
State OF PA	to Temp Tag		\$ 28.00
D Optional Gap Contract			
\$ 595.00			
E Government Taxes Not Included in Cash Price			
\$ N/A			
F Government License and/or Registration Fees			
Registra \$ 36.00			
G Government Certificate of Title Fees			
(Includes \$ 24.00 security interest recording fee) \$ 75.00			
H Other Charges (Seller must identify who is paid and describe purpose)			
	to	for Prior Credit or Lease Balance	\$ 2334.63
RESOURCE	to	SERV. CONT.	\$ 2286.00
N/A	to	N/A	\$ N/A
REG USA	to	Electronic Regi	\$ 16.55
FRED BEANS CHEV	to	DEALER FEE	\$ 138.00
BERKS	to	LOCAL COUNTY FE	\$ 5.00
N/A	to	N/A	\$ N/A
N/A	to	N/A	\$ N/A
N/A	to	N/A	\$ N/A
N/A	to	N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf			\$ 5519.18 (4)
5 Amount Financed (3 + 4)			\$ 9242.80 (5)
6 Finance Charge			\$ 1656.70 (6)
7 Total of Payments-Time Balance (5 + 6)			\$ 0899.50 (7)

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your 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 above.

X N/A  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

X N/A  
Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

**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.

Term 75 Mos. RESOURCE  
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X Chris Brogen

**If you do not meet your contract obligations, you may lose the vehicle.**

OPTION:  You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIAL N/A

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Chris Brogen Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.**

Buyer Signs X Chris Brogen Date 03/20/17 Co-Buyer Signs X N/A Date \_\_\_\_\_

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Chris Brogen Date 03/20/17 Co-Buyer Signs X N/A Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A  
Seller Signs FRED BEANS CHEVROLET Date 03/20/17 By X [Signature] Title \_\_\_\_\_

Seller assigns its interest in this contract to ALLY FINANCIAL (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller FRED BEANS CHEVROLET By [Signature] Title \_\_\_\_\_

## EXHIBIT 3

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

DEAL # 73470

Buyer Name and Address (Including County and Zip Code) <b>CHRISTOPHER M BROGAN 473 PENNSYLVANIA AVE READING PA 19606-9092 BERKS</b>	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) <b>FRED BEANS CHEVROLET 845 N EASTON RD DOYLESTOWN, PA 18902</b>
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2016	SUBARU IMPREZA		JF1VA2M6XG9804797	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/>

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	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 paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00 is
8.50 %	\$11656.70	\$9242.80	\$50899.50	\$50899.50

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
75	678.66	Monthly beginning 07/03/2017
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

<b>1 Cash Price</b>		
Vehicle		\$32591.00
Accessories and Installation		\$ N/A
Government Taxes		\$ 1132.62
Vehicle Delivery		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
N/A for N/A		\$ N/A
		\$ 33723.62 (1)
<b>2 Total Downpayment =</b>		
Trade-In	2013 HYUNDAI GE	
Trade-In	KM7H16KJ000100334 (Model)	
	(VIN)	
Gross Trade-In Allowance		\$16000.00
Less Pay Off Made By Seller		\$22334.63
Equals Net Trade In		\$ 6334.63
+ Cash		\$ 4000.00
+ Other	N/A	\$ N/A
		\$ 0.00 (2)
<b>3 Unpaid Balance of Cash Price (1 minus 2)</b>		\$ 33723.62 (3)
<b>4 Other Charges Including Amounts Paid to Others on Your Behalf</b>		
<b>A Cost of Optional Credit Insurance Paid to Insurance Company or Companies</b>		

Insurance. You may buy the physical damage insurance 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**

Credit Life:  Buyer  Co-Buyer  Both

Credit Disability:  Buyer  Co-Buyer  Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

N/A

Home Office Address 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 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 policies or certificates for coverage limits or other terms and conditions.

**Other Optional Insurance**

N/A Type of Insurance N/A Term

Premium \$ N/A

Description of Coverage N/A

N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

N/A Type of Insurance N/A Term

Premium \$ N/A

Description of Coverage N/A

N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

(If total downpayment is negative, enter "0" and see 4H below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 0.00 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf \$ 33723.62 (3)

A Cost of Optional Credit Insurance Paid to Insurance Company of Companies

Life	Term	N/A	\$	N/A	
Disability	Term	N/A	\$	N/A	\$ N/A

B Other Optional Insurance Paid to Insurance Company or Companies

(Describe)	Term	N/A	\$	N/A	
(Describe)	Term	N/A	\$	N/A	\$ N/A

C Official Fees Paid to Government Agencies

\$ OF PA for PA TIRE TAX	\$	5.00
\$ OF PA for TRANSFER FEE	\$	N/A
\$ OF PA for Temp Tag	\$	28.00

D Optional Gap Contract \$ 595.00

E Government Taxes Not Included in Cash Price \$ N/A

F Government License and/or Registration Fees Registra \$ 36.00

G Government Certificate of Title Fees (includes \$ 24.00 security interest recording fee) \$ 75.00

H Other Charges (Seller must identify who is paid and describe purpose)

to	for	Prior Credit or Lease Balance	\$	2334.63
RESOURCE	for	SERV. CONT.	\$	2286.00
N/A	for	N/A	\$	N/A
REG USA	for	Electronic Regi	\$	16.55
FRED BEANS CHEV	for	DEALER FEE	\$	138.00
BERKS	for	LOCAL COUNTY FE	\$	5.00
N/A	for	N/A	\$	N/A
N/A	for	N/A	\$	N/A
N/A	for	N/A	\$	N/A
N/A	for	N/A	\$	N/A
N/A	for	N/A	\$	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)

Description of Coverage N/A

Insurance Company Name N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your 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 above.

X N/A

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

X N/A

Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

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.

Term 75 Mos. RESOURCE Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

**If you do not meet your contract obligations, you may lose the vehicle.**

OPTION:  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIAL N/A

**NO COOLING OFF PERIOD**  
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.**

Buyer Signs X \_\_\_\_\_ Date 05/19/17 Co-Buyer Signs X N/A \_\_\_\_\_ Date \_\_\_\_\_

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X \_\_\_\_\_ Date 05/19/17 Co-Buyer Signs X N/A \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Seller Signs FRED BEANS CHEVROLET Date 05/19/17 By X \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to ALLY FINANCIAL (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller FRED BEANS CHEVROLET By \_\_\_\_\_ Title \_\_\_\_\_

## EXHIBIT 4





<b>Application Type:</b> <input type="radio"/> Individual <input type="radio"/> Business		<b>Transaction Type:</b> <input type="radio"/> Retail <input type="radio"/> Lease <input type="radio"/> Balloon			<b>Dealer Number</b>	
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APPLICANT INFORMATION

Last Name (or trade name of business)		First	Middle Initial	Suffix (Jr.)	Date of Birth	Soc. Sec. # (or Tax ID #)
Home (or business) Phone Number	Cell Phone Number	Type of Enterprise <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Proprietorship		Type of Business	Years in Business Years Months	
E-Mail Address		Present Address			Zip Code	City State
Time at Present Address Years Months		Residence Type <input type="radio"/> Owns Outright <input type="radio"/> Buying <input type="radio"/> Renting/Leasing <input type="radio"/> Family <input type="radio"/> Other			Monthly Rent/Mortgage Payment	

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Present Job Title		Present Employer	Employer Phone Number
Time at Present Job Years Months		Gross Income	Income Received <input type="radio"/> Monthly <input type="radio"/> Yearly

CO-APPLICANT INFORMATION

Last Name (or trade name of business)		First	Middle Initial	Suffix (Jr.)	Date of Birth	Soc. Sec. # (or Tax ID #)
Home (or business) Phone Number	Cell Phone Number	Type of Enterprise <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Proprietorship		Type of Business	Years in Business Years Months	
E-Mail Address		Present Address			Zip Code	City State
Time at Present Address Years Months		Residence Type <input type="radio"/> Owns Outright <input type="radio"/> Buying <input type="radio"/> Renting/Leasing <input type="radio"/> Family <input type="radio"/> Other			Monthly Rent/Mortgage Payment	

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Present Job Title		Present Employer	Employer Phone Number
Time at Present Job Years Months		Gross Income	Income Received <input type="radio"/> Monthly <input type="radio"/> Yearly

DEALER USE ONLY

<b>Intended Use</b> <input type="radio"/> Personal <input type="radio"/> Business # of Units _____ <b>New/Used</b> <input type="radio"/> New <input type="radio"/> Demo <input type="radio"/> Used <input type="radio"/> Certified Used <input type="radio"/> Auction <b>Special Programs</b> <input type="radio"/> College Grad <input type="radio"/> Credit Line <input type="radio"/> ComTRAC <input type="radio"/> Custom Pmt. Plan <input type="radio"/> Lease to Retail <input type="radio"/> SmartBeginnings <input type="radio"/> Lease Loyalty <input type="radio"/> Single Pmt. Lease	VIN	Vehicle Year	Make	Model	
	Style/Trim	Mileage	Cylinders	Trade Vehicle Year	Trade Make
	Trade Model	Cash Selling Price/Cap Cost		Taxes	Title/Lic./Reg./Other Fees
	Cash Downpayment	Rebate	Trade Allowance	Trade Balance Owed	
	Service/Maint. Contract	GAP		Other Insurance	
	Credit Life	Credit Disability	Term	Est. Monthly Payment	
	MSRP	Wholesale (EDC/AWV)		Van Conversion/Upfit Cost	Security Deposit

We intend to apply for joint credit. Applicant \_\_\_\_\_ Co-Applicant \_\_\_\_\_ (initials only)

SIGNATURES

See Page 2 for important notices. By signing below, I certify that I have read and agree to the terms of this application including terms on Page 2.	
Applicant's Signature _____ Date _____	Co-Applicant's Signature _____ Date _____

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fred Beans Motors of Doylestown Facing Class Action Over Retail Installment Contracts](#)

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