

IN THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, MARYLAND

DELPHINE CAMPBELL
13703 COLGATE WAY, APT. 1111
SILVER SPRING, MD 20904
(Montgomery County, Maryland)

*on her own behalf and on behalf of
all others similarly situated,*

Plaintiffs,

v.

TOYOTA MOTOR CREDIT CORPORATION
W2-5A
6565 HEADQUARTERS DRIVE
PLANO, TX 75024-5965

Serve on: The Corporation Trust, Inc.
2405 York Road
Suite #201
Timonium, MD 21093

Defendant.

JURY TRIAL REQUESTED

Case No. _____

RECEIVED

NOV 20 2017

Clerk of the Circuit Court
Montgomery County, Md.

CLASS ACTION COMPLAINT

Plaintiff Delphine Campbell (“Named Plaintiff” or “Campbell”), on her own behalf and on behalf of all others similarly situated, through her attorney Cory L. Zajdel, Esq. and Z LAW, LLC, hereby submits this Class Action Complaint against Defendant Toyota Motor Credit Corporation (“TMCC”) and for support states as follows:

I. PRELIMINARY STATEMENT

1. Campbell institutes this class action against TMCC on her own behalf and on behalf of all others similarly situated for violating statutory and contractual obligations and seeks to recover statutory damages, liquidated damages, pre-judgment and post-judgment interest and

the costs of this action against TMCC for multiple violations of *Maryland's Credit Grantor Closed End Credit Provisions*, MD. CODE ANN., COMM. LAW §§ 12-1001 *et seq.* ("CLEC").

2. TMCC extends secured financing for personal property to more than fifty (50) borrowers in Maryland each year.

3. TMCC takes assignment of secured financing for personal property from more than fifty (50) borrowers in Maryland each year.

4. TMCC extends secured financing to more than fifty (50) borrowers in Maryland through credit contracts electing CLEC as the governing law each year.

5. TMCC takes assignment of secured financing from more than fifty (50) borrowers in Maryland through credit contracts electing CLEC each year.

6. TMCC repossesses secured property from borrowers originated from credit contracts electing CLEC.

7. In the event its customer fails to reinstate the contract or redeem the personal property following repossession, TMCC sells the customer's personal property.

8. TMCC's routine business practice is to send its CLEC customers notices of the right to redemption ("redemption notice"), the plan to sell prior to the sale of personal property ("pre-sale notice") and of the claimed deficiency after the sale of the personal property in which it demands payment ("post-sale notice").

9. If a deficiency balance remains on the CLEC credit account after TMCC sells the personal property, TMCC pursues collection actions including referring credit accounts to collection attorneys, filing suit against TMCC customers for alleged deficiency balances, selling the open credit accounts to debt buyers or referring the credit account to debt collectors.

10. Through its use of deficient post-sale notices, TMCC has deprived its CLEC customers of valuable information mandated by Maryland law.

11. TMCC violated Maryland law by failing to provide the vehicle purchaser's address¹ after private sales.

12. TMCC's use of deficient post-sale notices which omit material information required by Maryland law makes this case particularly suitable for resolution through a class action lawsuit.

II. JURISDICTION

13. The Circuit Court of Maryland has jurisdiction over this case under MD. CODE ANN., CTS. & JUD. PROC. § 1-501.

14. The Circuit Court of Maryland has personal jurisdiction over Defendant TMCC pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-103(1)-(3), as TMCC systematically and continually transacts business in Maryland, the case arises out of a transaction that took place within Maryland, TMCC contracts to supply goods or services in Maryland, repossesses vehicles in Maryland and files lawsuits in Maryland's State Court System.

III. PARTIES

15. Plaintiff Delphine Campbell is a natural persons currently residing at 13703 Colgate Way, Apt. 1111, Silver Spring, MD 20904 (Montgomery County, Maryland).

16. Defendant TMCC is a California Corporation doing business within this state and with its principle place of business located at W2-5A, 6565 Headquarters Drive, Plano, TX 75024.

¹ A purchaser's address must include multiple elements traditionally considered part of the mailing address including: 1) street number, house number or Post Office box number; 2) Street Name; 3) type of street; 4) city; 5) state; and 6) zip code.

IV. FACTUAL ALLEGATIONS

17. On or about April 5, 2014, Campbell purchased a 2014 Toyota Rav 4 from Jim Coleman Toyota, Inc.

18. Campbell obtained financing for the purchase of the 2014 Toyota Rav 4 through the dealership that sold the vehicle, Jim Coleman Toyota, Inc., which was memorialized in a Retail Installment Sale Contract ("RISC").

19. The RISC affirmatively elects to be governed under Subtitle 10 of Title 12 of the Commercial Law Article (*i.e.* CLEC).

20. Campbell purchased the 2014 Toyota Rav 4 primarily for personal, family and household purposes.

21. The RISC by which Campbell financed the purchase was assigned to TMCC.

22. TMCC accepted the assignment of the credit contract.

23. The total amount financed in the RISC was \$26,889.48.

24. The total amount of finance charges scheduled to be paid over the lifetime of the RISC was \$5,128.20.

25. Campbell made numerous payments to TMCC throughout the life of the CLEC credit account.

26. TMCC collected more than the principal amount of the RISC on Campbell's account.

27. As part of the April 5, 2014 transaction, TMCC took a lien and security interest on the 2014 Toyota Rav 4.

28. TMCC and/or its agents seized and repossessed the 2014 Toyota Rav 4 before June 27, 2016.

29. The 2014 Toyota Rav 4 was seized and repossessed in Montgomery County, Maryland.

30. TMCC sold the 2014 Toyota Rav 4 at a private sale.

31. TMCC sent a post-sale notice stating that the purchaser's name and address was:

A 1 Imports Inc
N/A
N/A, MD N/A.

32. TMCC's post-sale notice to Campbell demanded payment on a deficiency balance totaling \$3,538.91.

33. TMCC made attempts to collect the claimed outstanding deficiency balance from Campbell after mailing the post-sale notice.

34. Campbell did not make any payments to TMCC on her account after receiving the post-sale notice.

V. CLASS ACTION ALLEGATIONS

35. Named Plaintiff brings this action on behalf of a Class which consists of:

All persons whose personal property was repossessed by TMCC in connection with a credit contract governed by CLEC: (1) whose personal property was sold at a private sale; (2) whose post-sale notice did not include the purchaser's address; and (3) where TMCC collected more than the principal amount of the credit contract.

Excluded from the Class are those individuals: (a) who now are or have ever been executives of the Defendant and the spouses, parents, siblings and children of all such individuals; (b) whose credit accounts were discharged in a bankruptcy; (c) whose credit account resulted in a judgment prior to the date of the filing of this action; or (d) whose post-sale notice was mailed prior to August 28, 2013.

36. The Class, as defined above, is identifiable. The Named Plaintiff is a member of

the Class.

37. The Class consists, at a minimum, of fifty (50) borrowers and is thus so numerous that joinder of all members is clearly impracticable.

38. There are questions of law and fact which are not only common to the Class but which predominate over any questions affecting only individual class members.

39. The common and predominating questions include, but are not limited to:

(a) Whether it is a violation of CLEC § 12-1021(j)(2)(vii) to state that a purchaser's street number is N/A;

(b) Whether it is a violation of CLEC § 12-1021(j)(2)(vii) to state that a purchaser's street address is N/A;

(c) Whether it is a violation of CLEC § 12-1021(j)(2)(vii) to state that a purchaser's street name is N/A;

(d) Whether it is a violation of CLEC § 12-1021(j)(2)(vii) to state that a purchaser's city is N/A;

(e) Whether it is a violation of CLEC § 12-1021(j)(2)(vii) to state that a purchaser's zip code is N/A;

(f) Whether TMCC failed to provide post-sale notice required by and compliant with CLEC § 12-1021(j)(2)(vii) to borrowers whose personal property was repossessed and sold at private sale; and

(g) Whether TMCC breached its credit contracts with the Class when it violated

CLEC.

40. Claims of Named Plaintiff are typical of the claims of the respective members of the Class and are based on and arise out of similar facts constituting the wrongful conduct of TMCC.

41. Named Plaintiff will fairly and adequately protect the interests of the Class.

42. Named Plaintiff is committed to vigorously litigating this matter.

43. Further, Named Plaintiff has secured counsel experienced in handling consumer class actions and complex consumer litigation.

44. Neither Named Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue this claim.

45. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class. MD. RULE 2-231(b)(3).

46. A class action is the superior method for fair and efficient adjudication of the controversy. MD. RULE 2-231(b)(3).

47. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

48. The likelihood that individual members of the Class will prosecute separate actions is remote also because each individual claim involves a small amount.

49. Counsel for Named Plaintiff and the Class is experienced in class actions and foresees little difficulty in the management of this case as a class action.

VI. CAUSE OF ACTION

COUNT ONE

(MARYLAND CREDIT GRANTOR CLOSED END CREDIT PROVISIONS)

50. Campbell re-alleges and incorporates by reference the allegations set forth herein, and further alleges:

51. CLEC requires credit grantors to provide redemption notices, pre-sale notices and post-sale notices and the information that is required to be contained there within with respect to repossession, storage and sale of secured property.

52. In violation of CLEC § 12-1021(j)(2)(vii), TMCC failed to provide Named Plaintiff and the Class with the required post-sale notice and information that must be contained there within by failing to provide the vehicle purchaser's address.

COUNT TWO
(BREACH OF CONTRACT)

53. Campbell re-alleges and incorporates by reference the allegations set forth herein, and further alleges:

54. CLEC was in effect at the time Named Plaintiff and all other Class Members' credit contracts were signed.

55. TMCC specifically and unequivocally elected CLEC as the controlling law in its credit contracts with Named Plaintiff and all Class Members.

56. TMCC specifically and unequivocally incorporated the CLEC into Named Plaintiff and all Class Member credit contracts.

57. The provisions of the CLEC became a part of the contracts just as if the parties expressly included the CLEC provisions in their credit contracts.

58. When TMCC violated CLEC as set forth herein, TMCC materially breached its contracts with Named Plaintiff and the Class.

59. As a result of TMCC's breach of contract with Named Plaintiff and the Class, Named Plaintiff and the Class have been damaged.

60. Named Plaintiff and the Class have been deprived of the substantial rights granted to them by CLEC and under their contracts as set forth above.

61. Named Plaintiff and the Class sustained damages and losses due to these breaches of contract.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiff respectfully prays that this Court:

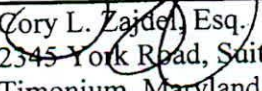
- A. assume jurisdiction of this case;
- B. enter an order certifying the Class under MD. RULE 2-231(b)(3);
- C. enter an order that TMCC pay to Named Plaintiff and the Class the statutory penalties (and contractual liquidated damages) imposed by CLEC § 12-1018(a)(2);²
- D. enter an award of pre-judgment and post-judgment interest on all sums awarded to Named Plaintiff and the Class; and
- E. award such other relief as the court deems appropriate.

Respectfully submitted,

Z LAW, LLC

Dated: November 17, 2017

By: _____



Cory L. Zajdel, Esq.
2545 York Road, Suite #B-13
Timonium, Maryland 21093
(443) 213-1977
clz@zlawmaryland.com

Attorney for Plaintiff

² Pursuant to MD. RULE 2-305, Campbell states that her claim totals less than \$75,000.00 in addition to pre-judgment and post-judgment interest. The total damages Campbell seeks to recover on behalf of the Class totals more than \$75,000.00.

JURY TRIAL

Named Plaintiff on behalf of herself and all others similarly situated demands trial by jury on all issues so triable.


Cory L. Zaidel

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NOV 20 2017

Clerk of the Circuit Court
Montgomery County, Md.

Circuit Court for Montgomery County

City or County

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER _____ (Clerk to insert)
CASE NAME: Delphine Campbell, et al. vs. Toyota Motor Credit Corporation
Plaintiff Defendant

JURY DEMAND: Yes No Anticipated length of trial: _____ hours or 5 days
RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

Special Requirements? Interpreter (Please attach Form CC-DC 41)
 ADA accommodation (Please attach Form CC-DC 49)

**NATURE OF ACTION
(CHECK ONE BOX)**

DAMAGES/RELIEF

TORTS		LABOR		A. TORTS	
<input type="checkbox"/> Motor Tort	<input type="checkbox"/> Workers' Comp.	<input type="checkbox"/> Wrongful Discharge		Actual Damages	
<input type="checkbox"/> Premises Liability	<input type="checkbox"/> EEO	<input type="checkbox"/> Other _____		<input type="checkbox"/> Under \$7,500	<input type="checkbox"/> Medical Bills
<input type="checkbox"/> Assault & Battery	CONTRACTS		<input type="checkbox"/> \$7,500 - \$50,000	\$ _____	
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Insurance		<input type="checkbox"/> \$50,000 - \$100,000	<input type="checkbox"/> Property Damages	
<input type="checkbox"/> Professional Malpractice	<input type="checkbox"/> Confessed Judgment		<input type="checkbox"/> Over \$100,000	\$ _____	
<input type="checkbox"/> Wrongful Death	<input type="checkbox"/> Other _____		B. CONTRACTS		
<input type="checkbox"/> Business & Commercial	REAL PROPERTY		<input type="checkbox"/> Under \$10,000	C. NONMONETARY	
<input type="checkbox"/> Libel & Slander	<input type="checkbox"/> Judicial Sale		<input type="checkbox"/> \$10,000 - \$20,000	<input type="checkbox"/> Declaratory Judgment	
<input type="checkbox"/> False Arrest/Imprisonment	<input type="checkbox"/> Condemnation		<input checked="" type="checkbox"/> Over \$20,000	<input type="checkbox"/> Injunction	
<input type="checkbox"/> Nuisance	<input type="checkbox"/> Landlord Tenant		<input type="checkbox"/> Other _____		
<input type="checkbox"/> Toxic Torts	<input type="checkbox"/> Other _____				
<input type="checkbox"/> Fraud	OTHER				
<input type="checkbox"/> Malicious Prosecution	<input type="checkbox"/> Civil Rights				
<input type="checkbox"/> Lead Paint	<input type="checkbox"/> Environmental				
<input type="checkbox"/> Asbestos	<input type="checkbox"/> ADA				
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Other consumer protection				

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
A. Mediation Yes No C. Settlement Conference Yes No
B. Arbitration Yes No D. Neutral Evaluation Yes No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.
THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

1/2 day of trial or less 3 days of trial time
 1 day of trial time More than 3 days of trial time
 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY.

Date November 17, 2017

Signature 

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM	
<p><i>For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.</i></p>	
<input type="checkbox"/> Expedited Trial within 7 months of Filing	<input checked="" type="checkbox"/> Standard Trial within 18 months of Filing
<input type="checkbox"/> EMERGENCY RELIEF REQUESTED _____	
Signature _____ Date _____	
COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<p><i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202. Please check the applicable box below and attach a duplicate copy of your complaint.</i></p>	
<input type="checkbox"/> Expedited - Trial within 7 months of Filing	<input type="checkbox"/> Standard - Trial within 18 months of Filing
IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.	
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)	
<input type="checkbox"/> Expedited	Trial 60 to 120 days from notice. Non-jury matters.
<input type="checkbox"/> Standard-Short	Trial 210 days.
<input type="checkbox"/> Standard	Trial 360 days.
<input type="checkbox"/> Lead Paint	Fill in: Birth Date of youngest plaintiff _____
<input type="checkbox"/> Asbestos	Events and deadlines set by individual judge.
<input type="checkbox"/> Protracted Cases	Complex cases designated by the Administrative Judge.
CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY	
<p>To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is <u>not</u> an admission and may not be used for any purpose other than Track Assignment.</p>	
<input type="checkbox"/> Liability is conceded.	
<input type="checkbox"/> Liability is not conceded, but is not seriously in dispute.	
<input type="checkbox"/> Liability is seriously in dispute.	

CIRCUIT COURT FOR BALTIMORE COUNTY	
<input type="checkbox"/> Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
<input type="checkbox"/> Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
<input type="checkbox"/> Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
<input type="checkbox"/> Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Toyota Motor Credit Corporation Withholds Mandatory Info from CLEC Customers](#)
