

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

MATHEW CAUGHEY, on behalf of himself CIVIL DIVISION
and all others similarly situated,

Plaintiff,

No.

CLASS ACTION

v.

BRIDGECREST ACCEPTANCE
CORPORATION,

Defendant.

CLASS ACTION COMPLAINT

Mathew Caughey (“Plaintiff” or “Caughey”) brings this class action complaint against Bridgecrest Acceptance Corporation (“Defendant” or “Bridgecrest”) on behalf of himself and the class set forth below.

SUMMARY OF THE ACTION

1. This is a class action against a car financing company for charging and collecting from Pennsylvania consumers illegal “pay-to-pay” fees and usury, in violation of Pennsylvania’s Consumer Credit Code (“CCC”), 12 Pa. C.S. §§ 6201 *et seq.*¹

2. Caughey and many other Pennsylvanians have lost money because of Bridgecrest’s unlawful conduct.

3. Caughey, on behalf of himself and a Pennsylvania class, seeks to recover damages, attorneys’ fees and costs, and all other relief available under Pennsylvania’s Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) and Loan Interest and Protection Law (“LIPL”), or, alternatively, restitution for Bridgecrest’s overcharges.

¹ The CCC was formerly the Motor Vehicle Sales Finance Act (“MVSFA”), 69 P.S. §§ 601 *et seq.*

PARTIES

4. Caughey is a natural person over the age of eighteen.
5. Caughey resides in Lawrence County, Pennsylvania.
6. Bridgecrest is an Arizona corporation headquartered in Arizona.
7. Bridgecrest “provides [vehicle] financing to consumers and assists them with making payments on their accounts[.]”²
8. Bridgecrest is licensed under the CCC as a sales finance company.

JURISDICTION AND VENUE

9. The Court has subject matter jurisdiction under 42 Pa. C.S. § 931.
10. The Court has personal jurisdiction over Bridgecrest under 42 Pa. C.S. § 5301.
11. Venue is proper under Pa. R. Civ. P. 2179 because Bridgecrest regularly conducts business in Allegheny County.

APPLICABLE LAW

12. Bridgecrest is subject to the CCC because Bridgecrest is licensed as a sales finance company. 12 Pa. C.S. § 6211(a).
13. CCC licensees may impose “finance charges.” 12 Pa. C.S. §§ 6233(a), 6243(a).
14. For new motor vehicles and used motor vehicles that are less than two years old, the “finance charge” a CCC licensee may charge, collect, contract for, or receive is capped at 18%. 12 Pa. C.S. §§ 6243(d)(1), (e)(1).
15. For used motor vehicles that are over two years old, the “finance charge” a CCC licensee may charge, collect, contract for, or receive is capped at 21%. 12 Pa. C.S. § 6243(e)(2).

² *Frequently Asked Questions About Bridgecrest: My Profile*, Bridgecrest.com, <https://bridgecrest.com/AdviceCenter> (last visited Jan. 2, 2023).

16. “Finance charges” imposed above these caps are illegal.

17. Although CCC licensees may impose “finance charges,” they may not impose “pay-to-pay” fees (*i.e.*, fees that companies charge consumers to process payments).

18. Under § 6233(a) of the CCC, licensees “may directly or indirectly charge, contract for, collect or receive from the buyer, in connection with the retail sale of a motor vehicle under an installment sale contract, insurance charges, other charges necessary or incidental to the sale of the motor vehicle, finance charges, refinance charges, late charges, recording and satisfaction fees, court costs, attorney fees and costs of retaking, repairing and storing a repossessed motor vehicle[.]” 12 Pa. C.S. § 6233(a).

19. “Pay-to-pay” fees, do not qualify as permitted charges under § 6233(a).

20. Specifically, “pay-to-pay” fees do not qualify as insurance charges, other charges necessary or incidental to the sale of the motor vehicle, finance charges, refinance charges, late charges, recording and satisfaction fees, court costs, attorney fees, or costs of retaking, repairing, or storing a repossessed motor vehicle. *See* 12 Pa. C.S. §§ 6241, 6242, 6243, 6244, 6245, 6256, 6261.

21. Since “pay-to-pay” fees are not permitted under § 6233(a) of the CCC, such fees are prohibited by § 6233(b) and, consequently, are illegal. *See* 12 Pa. C.S. § 6233(b) (“A licensee may not directly or indirectly charge, contract for, collect or receive from the buyer, in connection with the retail sale of a motor vehicle under an installment sale contract, any further or other amount for costs, charges, examination, appraisal, service, brokerage, commission, expense, interest, discount, fees, fines, penalties or other thing of value in excess of the amounts permitted under [§ 6233(a).]”).

FACTUAL ALLEGATIONS RELATING TO PLAINTIFF

22. On April 25, 2019, Caughey purchased a used Ford Escape (the “Vehicle”).
23. Caughey bought the Vehicle primarily for personal, family, or household purposes.
24. Caughey bought the Vehicle pursuant to a written Retail Installment Contract and Security Agreement (“RISC”). (*See* Exhibit A.)
25. The RISC included a \$15,278.43 amount financed and a \$13,230.69 finance charge, both of which were to be repaid over a 72-month period.
26. The finance charge yielded a 23.28% APR.
27. After buying the Vehicle, Caughey began making payments to Bridgecrest.
28. Caughey made at least 12 payments to Bridgecrest by phone using a debit card.
29. Caughey made these payments on: May 18, 2019; June 17, 2019; July 31, 2019; September 6, 2019; October 4, 2019; November 1, 2019; December 27, 2019; January 10, 2020; February 7, 2020; February 21, 2020; May 1, 2020; and May 15, 2020.
30. Bridgecrest charged a \$3.95 “money transfer fee” for each payment.
31. Bridgecrest also charged Caughey interest at a rate of 23.28%.
32. As described herein, the “money transfer fees” and similar “pay-to-pay” fees, along with 23.28% interest charges, are illegal under Pennsylvania law.
33. Bridgecrest knew or should have known it was impermissible to charge, collect, contract for, or receive these fees and charges from Caughey.
34. As a matter of policy or practice, Bridgecrest regularly charges, collects, contracts for, or receives “pay-to-pay” fees and excessive interest charges from Pennsylvania purchasers, despite that the fact that these fees and charges are illegal under Pennsylvania law.
35. As a result of this conduct, Caughey and many Pennsylvanians lost money.

CLASS ACTION ALLEGATIONS

36. Caughey brings this action on behalf of himself and all others similarly situated under Rules 1702, 1708, and 1709 of the Pennsylvania Rules of Civil Procedure.

37. Caughey seeks to certify the following classes:

The “Pay-To-Pay” Fee Class

“All Pennsylvania residents who, within the applicable statute of limitations, paid a ‘money transfer fee’ or similar fee on an installment payment due to Defendant.”

The Interest Overcharge Class

“All Pennsylvania residents who, within the applicable statute of limitations, paid an interest charge above 18% on an installment payment due to Defendant on a new motor vehicle, paid an interest charge above 18% on an installment payment due to Defendant on a used motor vehicle that was less than two years old, and/or paid an interest charge above 21% on an installment payment due to Defendant on a used motor vehicle that was over two years old.”

38. Caughey reserves the right to expand, narrow, or otherwise modify the classes as litigation continues and discovery proceeds.

39. Pa. R. Civ. P. 1702(1), 1708(a)(2): The classes are so numerous that joinder of all members is impracticable. There likely are hundreds of members of the classes. Since each of the claims of the class members is substantially identical, and the class members request substantially similar relief, centralizing the class members’ claims in a single proceeding is the most manageable litigation method available.

40. Pa. R. Civ. P. 1702(2), 1708(a)(1): Caughey and the class members share numerous common questions of law and fact that will drive the resolution of the litigation and predominate over any individual issues. For example, there is a single common answer to the question of whether Bridgecrest could charge, collect, contract for, or receive “money transfer fees” or similar fees. Similarly, there is a single common answer to the question of whether Bridgecrest could

charge, collect, contract for, or receive interest charges that exceed the limits set forth in the CCC. These questions, and other common questions of law and fact, predominate over any individual issues particular to the members of the classes.

41. Pa. R. Civ. P. 1702(3): Caughey's claims are typical of the claims of the classes because the claims of Caughey and the classes are based on the same legal theories and arise from the same conduct.

42. Pa. R. Civ. P. 1702(4), 1709: Caughey is an adequate representative of the classes because the interests of Caughey and the class members align. Caughey will fairly, adequately, and vigorously represent and protect the interests of the classes and has no interest antagonistic to the classes. Caughey retained counsel who are competent and experienced in the prosecution of class action litigation generally and consumer finance litigation specifically.

43. Pa. R. Civ. P. 1708(a)(3), (6), (7): Given the complexity and nature of the issues presented and the relief requested, the expense and time necessary to obtain such relief, and the anticipated recovery and relief available, the class action mechanism is by far the preferred and most efficient litigation mechanism. Additionally, requiring Caughey and the class members to file individual actions would impose a crushing burden on the court system and almost certainly lead to inconsistent judgments. Class treatment presents far fewer management difficulties and provides benefits of a single adjudication and economies of scale.

44. Pa. R. Civ. P. 1708(a)(4): Based on the knowledge of Caughey and undersigned counsel, there are no cases currently pending that address the issues or request relief for the conduct at issue in this case.

45. Pa. R. Civ. P. 1708(a)(5): This forum is appropriate for this litigation because Bridgecrest regularly conducts business in this county.

COUNT I

Violation of the Unfair Trade Practices and Consumer Protection Law

73 P.S. §§ 201-1 *et seq.*

On behalf of Caughey and the classes

46. Caughey, the members of the classes, and Bridgecrest are “persons” under 73 P.S. § 201-2(2).

47. Caughey and the members of the classes purchased goods or services in “trade” or “commerce” under 73 P.S. § 201-2(3).

48. Caughey and the class members purchased goods or services primarily for personal, family, or household purposes under 73 P.S. § 201-9.2(a).

49. Bridgecrest engaged in “unfair methods of competition” or “unfair or deceptive acts or practices” under 73 P.S. § 201-2(4) by engaging in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding. 73 P.S. § 201-2(4)(xxi).

50. These unfair methods of competition and unfair or deceptive acts or practices are declared unlawful by 73 P.S. § 201-3(a).

51. Caughey and the class members lost money or property as a result of Bridgecrest’s illegal conduct and, therefore, are entitled to \$100 for each payment in which Bridgecrest charged a “pay-to-pay” fee, or three times the amount of each fee Bridgecrest charged, whichever is greater, \$100 for each payment in which Bridgecrest charged excessive interest, or three times the amount of each excess charge, whichever is greater, actual damages, statutory damages, treble damages, and all other available relief under 73 P.S. § 201-9.2(a), as well as costs and reasonable attorneys’ fees, and such additional relief the Court deems necessary or proper.

COUNT II

Violation of the Loan Interest and Protection Law

41 P.S. §§ 101 *et seq.*

On behalf of Caughey and the classes

52. Caughey, the class members, and Bridgecrest are “persons” under 41 P.S. § 502.

53. Caughey and the class members paid interest and charges prohibited by or in excess of those allowed by law.

54. Bridgecrest collected from Caughey and the class members interest and charges prohibited by or in excess of those allowed by law.

55. Accordingly, Caughey and the class members request triple the amount of such excess interest and charges, reasonable attorney’s fees, costs, and expenses, and such additional relief the Court deems necessary or proper. 41 P.S. §§ 502, 503.

COUNT III

Unjust Enrichment

On behalf of Caughey and the classes

56. Caughey and the class members conferred monetary benefits on Bridgecrest by paying “money transfer fees” and excess interest when making payments to Bridgecrest.

57. Bridgecrest appreciated, accepted, and retained monetary benefits by requiring the class members and Caughey to pay “money transfer fees” and excess interest.

58. It would be inequitable for Bridgecrest to retain these benefits, as Bridgecrest could not legally require Caughey or the class members to pay “money transfer fees” or excess interest.

59. Accordingly, Caughey and the class members request restitution in the form of all excess interest, “money transfer fees,” and any other “pay-to-pay” fees that Caughey or any class member were required to pay when making payments to Bridgecrest, along with attorneys’ fees, costs, and such additional relief the Court deems necessary or proper.

JURY TRIAL DEMANDED

Caughey requests a jury trial on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Caughey, on behalf of himself and all others similarly situated, requests that the Court enter judgment against Bridgecrest, including an order:

- A. Determining that this matter may proceed as a class action, certifying the classes asserted herein, appointing Caughey as the class representative, and appointing Caughey's counsel as class counsel;
- B. Declaring Bridgecrest's conduct unlawful;
- C. Awarding Caughey and the classes actual, compensatory, consequential, statutory, treble, and all other damages available under the law;
- D. Awarding Caughey and the class members restitution;
- E. Awarding attorneys' fees, costs, and expenses, as provided by law or equity;
- F. Awarding pre- and post-judgment interest, as provided by law or equity; and
- G. Awarding all other relief that is just, equitable, and appropriate, as the Court may allow.

Respectfully submitted,

Dated: January 13, 2023

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bridgecrest Acceptance Corporation Hit with Class Action Over Alleged 'Pay-to-Pay' Fees in Pennsylvania](#)
