

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

| | | |
|--|---|--|
| BRITTANY DZIAK |) | CASE NO. |
| c/o Tittle & Perlmutter |) | |
| 2012 W. 25 th Street, Suite 716 |) | |
| Cleveland, OH 44113 |) | |
| |) | JUDGE |
| On behalf of herself and all others |) | |
| similarly situated, |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | <u>PLAINTIFF'S CLASS ACTION</u> |
| |) | <u>COMPLAINT</u> |
| SANDUSKY O.K., INC. |) | |
| In its own name and doing business |) | |
| as Kasper Chrysler Dodge Jeep |) | |
| c/o Its Statutory Agent |) | |
| Gerald Kasper |) | |
| 1443 Cedar Point Rd. |) | |
| Sandusky, OH 44870 |) | |
| |) | |
| Defendant. |) | |

Plaintiff Brittany Dziak, through counsel, brings this class action against Defendant Sandusky O.K., Inc., in its own name and doing business as Kasper Chrysler Dodge Jeep (collectively "Sandusky O.K."), and states and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action for herself and other purchasers of automobiles from Defendant's dealership. The action challenges Defendant's willful

practice of circumventing the disclosure requirements of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601, et seq.

JURISDICTION AND VENUE

2. The Court has federal question jurisdiction over Plaintiff’s TILA claims pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over Plaintiff’s state law claim pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this judicial district and division pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in this district and division, a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred here, and Defendant regularly conducted business in this district and division out of which claims asserted herein arose.

PARTIES

4. At all times relevant, Plaintiff was a citizen of the United States residing in Erie County, Ohio, within this judicial district and division.

5. Sandusky O.K. is an Ohio corporation with its principal place of business is at 2401 Cleveland Road, Sandusky, Ohio 44870, within the geographic jurisdiction of the Court. According to the records of the Ohio Secretary of State, Sandusky O.K.’s statutory agent is Gerald Kasper, and Mr. Kasper’s address for service of process is 1443 Cedar Point Road, Sandusky, Ohio 44870.

FACTUAL ALLEGATIONS

6. Defendant Sandusky O.K. is engaged in the sale of new and used automobiles under the fictitious name “Kasper Chrysler Dodge Jeep.”

7. For some or all of its automobile sales, Defendant Sandusky O.K. utilizes a practice that circumvents the disclosure requirements of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601, et seq.

DEFENDANT’S CIRCUMVENTION OF TILA DISCLOSURE REQUIREMENTS

8. Enacted by Congress in 1968, TILA is intended to promote the informed use of credit by ensuring meaningful disclosures and protecting against fraud. Congress mandated “meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit.” 15 U.S.C. § 1601(a).

9. TILA requires creditors to disclose credit terms to consumers in designated forms and under prescribed time frames. 15 U.S.C. § 1638. The Act’s implementing regulation, 12 C.F.R. § 226.1, et seq. (“Regulation Z”), specifies the form and manner in which creditors must disclose TILA-required information. Regulation Z provides that “[t]he creditor shall make the disclosures required by [TILA] clearly and conspicuously in writing, in a form that the consumer may keep,” and that such disclosures be made “**before** the consummation of the transaction.” 12 C.F.R. § 226.17(a) & (b) (emphasis added). “Consummation” of the transaction is defined as “the time that a consumer becomes contractually obligated on a credit transaction.” 12 C.F.R. § 226.2(a)(13).

10. Defendant Sandusky O.K. creates the appearance of compliance with TILA’s requirements and those of Regulation Z. Defendant utilizes a Retail Installment Sales Contract (“RISC”) that purports to make the required disclosures of credit-terms. At the top of page one, it states that “[b]y signing this contract, you choose to buy vehicle

on credit” and “[y]ou agree to pay the Seller-Creditor (sometimes ‘we’ or ‘us’ in this contract) the Amount Financed and Finance Charge ... according to the payment schedule below.” Boxes in the agreement – labeled “Truth in Lending Act Disclosures” – state the Annual Percentage Rate, the Finance Charge, the Amount Financed, the Total of Payments, and the Total Sale Price.

11. The Defendant is identified as the “Seller-Creditor” in the RISC.

12. Having obtained the customer’s signature on this RISC, Defendant delivers the vehicle to the customer and provides a Bureau of Motor Vehicles registration identifying the customer as “Purchaser/Lessee.”

13. But having ostensibly disclosed the transactions’ credit terms in the RISC, Defendant then treats the RISC as a nullity and repossessed the car (or forces its return by the customer), demanding other, more favorable terms.

**WILLFULNESS OF DEFENDANT’S TILA VIOLATION AND
PREDATORY VICTIMIZATION OF PURCHASERS**

14. Defendant’s circumvention of TILA’s disclosure requirements was intentional and willful. Defendant intended to mislead purchasers as to the terms of the sale, and in particular the down payment and interest rate they would actually pay.

15. Once purchasers sign the RISC, Defendant treats the credit terms disclosed in the RISC as a nullity, resulting in extreme detriment and injury to Plaintiff and other purchasers.

16. Defendant repossesses or forces the return of customers’ cars, then exacts from them higher down payments or interest rates than those agreed upon in the RISC;

or, alternatively, forces return of the vehicle and then fails to return the consumer's trade-in vehicle or down payment, charges mileage, and/or charges other fees.

THE DZIAK TRANSACTION

17. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

18. On October 16, 2017, Plaintiff entered into a contract with Defendant under which Defendant agreed to sell to Plaintiff a 2013 Hyundai Velostar, VIN KMHTC6AD3DU179609, in exchange for a \$1,350 down payment and an agreed-upon cash price, \$13,361.63, at an annual interest rate of 24.7%. Ms. Dziak's RISC is attached hereto as Exhibit 1.

19. Per the express terms of the RISC, the purchase was to be financed by Defendant as the "Seller-Creditor." Defendant further represented in the RISC that it had assigned its interest in the contract to Consumer Portfolio Service, Inc., a sales financing company, at the time of the sale.

20. In December 2017, Defendant's salesman began demanding via text message that Ms. Dziak return the vehicle. He stated that the 2013 Hyundai Velostar had to be repossessed because, contrary to Defendant's representations in the RISC, it would not commit to finance the vehicle, nor had it assigned the financing to Consumer Portfolio Service, Inc.

21. Plaintiff returned the vehicle, but Defendant retained her down payment.

22. With her down payment illegally confiscated, Plaintiff was left without money in hand to purchase an alternate vehicle after losing the Velostar, and was forced to borrow friends' vehicles for transportation for several months.

CLASS ACTION ALLEGATIONS

23. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

24. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23 on behalf of herself and other members of the Class, defined as:

All customers who signed a Retail Installment Sales Contract and were later forced to return their cars, had their cars repossessed, or signed a new Retail Installment Sales Contract that included a higher down payment or interest rate, a co-signer requirement, or other additional charge.

25. The Class is so numerous that joinder of all class members is impracticable. Plaintiff does not yet know the precise number of customers who comprise the Class, but believes and therefore avers that the number well exceeds 100. The number of class members as well as their identities are ascertainable from records maintained by Defendant.

26. There are questions of law or fact common to the Class. The common questions include whether Defendant's practice of ostensibly disclosing credit terms in a RISC, delivering the vehicle, then treating those terms as a nullity and forcing the return of the vehicle violated the disclosure requirements of TILA, and whether Plaintiff and other class members are entitled to statutory damages.

27. Plaintiff's claims are typical of the claims of other members of the Class. Plaintiff's claims arise out of the same uniform course of conduct by Defendant, and are based on the same legal theories, as the claims of other class members.

28. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff's interests are not antagonistic to, but rather are in unison with, the interests of other class members. Plaintiff's counsel have broad experience in handling class action litigation and are fully qualified to prosecute the claims of the proposed Class in this case.

29. The questions of law or fact that are common to the proposed Class predominate over any questions affecting only individual members. The primary questions that will determine Defendant's liability to the class members, listed above, are common to the class as a whole, and predominate over any questions affecting only individual class members. These issues are readily determinable on a classwide basis.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Requiring class members to pursue their claims individually would entail a host of separate suits, with concomitant duplication of costs, attorneys' fees, and demands on court resources. Many class members' claims are sufficiently small that they would be reluctant to incur the substantial cost, expense, and risk of pursuing their claims individually. Certification of this case as a class action pursuant to Fed. R. Civ. P. 23 will enable the issues to be adjudicated for all class members with the efficiencies of class litigation.

COUNT ONE
(Truth in Lending Act – Statutory Damages)

31. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

32. Defendant's sales and leases of automobiles to Plaintiff and other class members were subject to the disclosure requirements of the Truth in Lending Act, 15 U.S.C. § 1601, et seq., and all related regulations, commentary, and interpretive guidance promulgated thereunder.

33. TILA defines "creditor" as the "person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness." 15 U.S.C. § 1602(f)(2). Defendant's RISC names "Kasper Chrysler Dodge Jeep" (Defendant's fictitious name) as "Seller-Creditor." Defendant is a "creditor," as defined by TILA, with respect to its transactions with customers who signed the RISC, including Plaintiff and other class members.

34. Defendant willfully violated TILA and its implementing regulations. Regulation Z required Defendant to make the TILA-required disclosures of credit terms "clearly and conspicuously," and "before the consummation of the transaction." 12 C.F.R. § 226.17(a) & (b). "Consummation" of the transaction is defined as "the time that a consumer becomes contractually obligated on a credit transaction." 12 C.F.R. § 226.2(a)(13). Defendant's RISC created the appearance of compliance, but it unilaterally treats the RISC's terms as voidable and/or illusory.

35. Plaintiff and other class members were injured by Defendant's violation of TILA. For example, they did not receive "meaningful disclosure" of the credit terms as Congress intended, and their transactions with Defendant did not enjoy the TILA-intended protection against fraud. 15 U.S.C. § 1601(a). Plaintiff and other class members are entitled to statutory damages pursuant to 15 U.S.C. § 1640(a)(2)(b).

COUNT TWO
(Truth in Lending Act – Actual Damages)

36. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

37. Plaintiff Dziak suffered actual damages as a proximate result of Defendant's violation of TILA.

38. Defendant circumvented TILA's disclosure requirements by having Plaintiff sign a RISC that disguised the down payment, interest rate, and other charges Plaintiff would actually pay.

39. Defendant intended to mislead Plaintiff as to the terms of the sale, and in particular the down payment and interest rate.

40. Once Plaintiff signed the RISC and took delivery of the car, Defendant treated the credit terms disclosed in the RISC as a nullity and repossessed or forced the return of Plaintiff's car, then exacted from her a higher down payment, mileage charge, interest rate, and/or additional charges.

41. Plaintiff Dziak is entitled to actual damages pursuant to 15 U.S.C. § 1640(a)(1). Plaintiff Dziak brings this claim individually.

COUNT THREE
(Declaratory Judgment)

42. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

43. Under Ohio Revised Code § 2721.02, “courts of record may declare rights, status, and other legal relations whether or not further relief is or could be claimed.”

44. Pursuant to Ohio Revised Code Sections 2721.01 to 2721.15, a justiciable controversy exists between Plaintiff, and other class members, and Defendant.

45. A declaratory judgment will aid in determining the rights and obligations of the parties.

46. Plaintiff asks the Court to declare, among other appropriate declarations, that Defendant’s practice of ostensibly disclosing credit terms in a RISC, delivering the vehicle, then treating those terms as a nullity and forcing the return of the vehicle violated the disclosure requirements of TILA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- A. Certify this case as a class action pursuant to Fed. R. Civ. P. 23 on behalf of Plaintiff and the Classes;
- B. Enter judgment against Defendant and in favor of Plaintiff and other class members;
- C. Award declaratory relief in favor of Plaintiff and other class members as herein requested;
- D. Award damages to Plaintiff and other class members as requested and appropriate;
- E. Award Plaintiff her costs and attorneys’ fees incurred in prosecuting

this action and such further relief as the Court deems equitable and just.

Respectfully submitted,

s/ Scott D. Perlmutter

Scott Perlmutter (0082856)

Allen Tittle (0086590)

2012 West 25th Street, Ste. 716

Cleveland, Ohio 44113

216-308-1522

Fax: 888-604-9299

scott@tittlelawfirm.com

tittle@tittlelawfirm.com

and

s/ Thomas A. Downie

Thomas A. Downie (0033119)

46 Chagrin Falls Plaza #104

Chagrin Falls, Ohio 44022

440-973-9000

tom@chagrinlaw.com

Counsel for Plaintiff

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

s/ Scott D. Perlmutter

Scott Perlmutter (0082856)

Dealer Number _____ Contract Number _____

DEAL# 67320

| | | |
|--|---|--|
| Buyer Name and Address (Including County and Zip Code) BRITTANY DZIAK RR ON RD B 614 DARROW ROAD VERMILION OH 44089 ERIE COUNTY | Co-Buyer Name and Address (Including County and Zip Code) N/A | Seller-Creditor (Name and Address) KASPER CHRYSLER DODGE JEEP 2206 CLEVELAND ROAD SANDUSKY, OH 44870 |
|--|---|--|

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/Demo | Year | Make and Model | Vehicle Identification Number | Mileage | Primary Use For Which Purchased |
|---------------|------|------------------|-------------------------------|--|---|
| USED | 2013 | HYUNDAI VELOSTER | KMHTC6AD3DU179069 | <input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 15950 | Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural |

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of \$ <u>1350.00</u> is |
| 24.70% | \$12623.17 | \$13361.63 | \$25984.80 | \$27334.80 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 72 | 360.90 | Monthly beginning 11/30/2017 |
| N/A | N/A | N/A |

Or As Follows:

| | | |
|-----|-----|-----|
| N/A | N/A | N/A |
|-----|-----|-----|

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

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

| | |
|--|------------------------|
| 1 Cash price of vehicle, accessories, and taxes | \$ <u>14428.13</u> (1) |
| 2 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts): | |
| A Government taxes not included in line 1 above | \$ <u>N/A</u> |
| B Government license and/or registration fees | \$ <u>18.50</u> |
| <u>Reg. Fee/</u> | \$ <u>15.00</u> |
| C Government certificate of title fees | \$ <u>N/A</u> |
| D Net trade-in payoff to <u>N/A</u> | \$ <u>N/A</u> |
| E Optional Gap Contract | \$ <u>N/A</u> |
| F Documentary Fee | \$ <u>250.00</u> |
| G Other charges (Seller must identify who is paid and describe purpose.) | |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |
| to <u>N/A</u> for <u>N/A</u> | \$ <u>N/A</u> |

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 6A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

N/A Type of Insurance N/A Term
 Premium \$ 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
 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

Dealer Number _____ Contract Number _____

| | | |
|--|--|--|
| Buyer Name and Address (Including County and Zip Code) BRITTANY DZIAK RR OW RD B 614 DARROW ROAD VERMILION OH 44089 ERIE COUNTY | Co-Buyer Name and Address (Including County and Zip Code) N/A | Seller-Creditor (Name and Address) KASPER CHRYSLER DODGE JEEP 2206 CLEVELAND ROAD SANDUSKY, OH 44870 |
|--|--|--|

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/Demo | Year | Make and Model | Vehicle Identification Number | Mileage | Primary Use For Which Purchased |
|---------------|------|------------------|-------------------------------|--|---|
| USED | 2013 | HYUNDAI VELOSTER | KNHTC6AD3DU179069 | <input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 15950 | Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural |

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of |
| 24.70% | \$12623.17 | \$13361.63 | \$25984.80 | \$27334.80 |
| | | | | \$ 1350.00 is |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 72 | 360.90 | Monthly beginning 11/30/2017 |
| N/A | N/A | N/A |

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

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

| | |
|---|-----------------|
| 1 Cash price of vehicle, accessories, and taxes | \$ 14428.13 (1) |
| 2 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.): | |
| A Government taxes not included in line 1 above | \$ N/A |
| B Government license and/or registration fees | \$ 18.50 |
| Reg. Fee/ | \$ 15.00 |
| C Government certificate of title fees | \$ N/A |
| D Net trade-in payoff to | \$ N/A |
| E Optional Gap Contract | \$ N/A |
| F Documentary Fee | \$ 250.00 |
| G Other charges (Seller must identify who is paid and describe purpose.) | |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for 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 6A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

- N/A Type of Insurance N/A Term

Premium \$ 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

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

| | | |
|--|----|--------|
| Reg. Fee/ | \$ | 18.50 |
| C Government certificate fees | \$ | N/A |
| D Net trade-in payoff to | \$ | N/A |
| E Optional Gap Contract | \$ | N/A |
| F Documentary Fee | \$ | 250.00 |
| G Other charges (Seller must identify who is paid and describe purpose.) | | |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |
| to | \$ | N/A |

Premium \$ 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
 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 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
 Buyer Signature _____ Date _____

X N/A _____ N/A
 Co-Buyer Signature _____ Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is dishonored.

| | | | |
|--|-----------------------|------------|-----|
| Total other charges and amounts paid to others on your behalf | \$ | 283.50 | (2) |
| 3 Total cash price (1 + 2) | \$ | 14711.63 | (3) |
| 4 Downpayment | | | |
| Trade-in <u>N/A</u> <u>N/A</u> <u>N/A</u> | (Year) (Make) (Model) | | |
| Gross trade-in \$ <u>N/A</u> -payoff by seller | \$ | <u>N/A</u> | |
| = net trade-in \$ <u>N/A</u> +cash | \$ | 1350.00 | |
| +other (describe) | \$ | <u>N/A</u> | |
| Total downpayment = (if negative enter "0" and see line 2D above) | \$ | 1350.00 | (4) |
| 5 Unpaid balance of cash price (3 minus 4) | \$ | 13361.63 | (5) |
| 6 Insurance | | | |
| A Cost of optional credit insurance paid to the insurance company or companies | | | |
| Life <u>N/A</u> | \$ | <u>N/A</u> | |
| Disability <u>N/A</u> | \$ | <u>N/A</u> | |
| B Other optional insurance paid to Insurance Company or Companies | \$ | <u>N/A</u> | |
| Total insurance charges | \$ | <u>N/A</u> | (6) |
| 7 Amount financed (principal balance) (5 + 6) | \$ | 13361.63 | (7) |
| 8 Finance charge | \$ | 12623.17 | (8) |
| 9 Total of payments (time balance) (7 + 8) | \$ | 25984.80 | (9) |

Amount of Security Interest Recording Fee Paid in Cash \$ N/A

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 2E 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 N/A Mos. N/A Name of Gap Contract _____
 I want to buy a gap contract.
 Buyer Signs **X** N/A

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

Limited Right to Cancel

If checked, a limited right to cancel applies:
 You agree that we have N/A days from the date you sign this contract to assign this contract. If we are unable to assign this contract within this time period, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. **Please see the back of this contract for important terms of this limited right to cancel.**

 Buyer Initials Co-Buyer Initials

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, if this contract is subject to the limited right to cancel described above, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relative to this contract. Any change to this contract must be...

Amount of Security Interest Recording Fee Paid in Cash \$ N/A

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 2E 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 N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

Limited Right to Cancel

If checked, a limited right to cancel applies:

You agree that we have N/A days from the date you sign this contract to assign this contract. If we are unable to assign this contract within this time period, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. Please see the back of this contract for important terms of this limited right to cancel.

Buyer Initials

Co-Buyer Initials

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, if this contract is subject to the limited right to cancel described above, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

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.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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 [Signature] Date 10/16/17 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 [Signature] Address N/A Seller signs KASPER CHRYSLER DODGE JEEP Date 10/16/17 By [Signature] Title F&I MGR

Seller assigns its interest in this contract to CONSUMER PORTFOLIO SERVICE INC (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned without or with limited recourse

Assigned with recourse

KASPER CHRYSLER DODGE JEEP [Signature] F&I MGR

Seller By Title

Seller By Title

CUSTOMER/TRUTH IN LENDING COPY

d. You may prepay. You may prepay all or part of unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. Your right to refinance an irregular payment schedule. An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular...

changes before the final scheduled payment is due. You may prepay. You may prepay all or part of unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. Your right to refinance an irregular payment schedule. An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular...

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance an irregular payment schedule.** An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once (accelerate). Default means:
 1. You do not pay any payment on time;
 2. You give false, incomplete, or misleading information on a credit application;
 3. You start a proceeding in bankruptcy or one is started against you or your property; or
 4. You break any agreements in this contract.

If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- d. **How you can get the vehicle back if we take it.** If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.
- e. **We will sell the vehicle if you do not get it back.** If you do not do what is required to get the vehicle back, we will sell the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- f. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other

may remittance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract, or if we choose, buy physical damage insurance covering our interest in the vehicle. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

e. We will sell the vehicle if you do not get it back. If you do not do what is required to get the vehicle back, we will sell the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

- a. We agree to deliver the vehicle to you on the date this contract is signed by us and you. You understand that it may take a few days for us to verify your credit and assign this contract. You agree that we have the number of days stated on the front of this contract to assign this contract. If we are unable to assign this contract within this period of time to any one of the financial institutions with whom we regularly do business, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period.
- b. We will notify you if we cannot assign this contract and if we elect to cancel this contract. Upon receipt of such notice, you must comply with "Buyer's Obligations" described below and we must give back to you all consideration we have received in accordance with the terms of the Buyers Order.
- c. Buyer's Obligations: If we do not assign the contract within the time described above, and you or we cancel this contract as provided above, you must return the vehicle to us immediately in the same condition as when sold, reasonable wear and tear excepted. You agree to pay us the cost of repairing any damage occurring to the vehicle while it is in your possession and to hold us harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession. If the vehicle is immobilized or impounded while in your possession, you agree to do whatever is necessary to ensure the vehicle's return to us. If you do not return the vehicle immediately, you will be liable for all expenses incurred by us in taking the vehicle from you. If you fail to return the vehicle, we may use any legal means to take it back.
- d. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle.
- e. Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 553-OH 8/15

Buyer's Name: [Signature] Date: 10/15/18

Address: [Address]

Seller: KASPER CHRYSLER DODGE JEEP

Assigned without or with limited recourse: [Initials]

| Your Payment Schedule Will Be: | | Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge | |
|--------------------------------|------------|--|------------|
| 24.70% | \$12623.17 | \$13361.63 | \$25984.80 |
| | | | \$27334.80 |
| | | | \$1350.00 |

| Or As Follows: | | Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge | |
|--------------------|--------------------|--|-----|
| N/A | N/A | N/A | N/A |
| 72 | 360.90 | 11/30/2017 | |
| Number of Payments | Amount of Payments | When Payments Are Due | |
| | | Monthly beginning | |

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Co-Buyer Both

Premium: N/A

Credit Life \$: N/A

Credit Disability \$: N/A

Insurance Company Name: N/A

Home Office Address: N/A

CIVIL COVER SHEET

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

Brittiany Dziak

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

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

Tittle & Perlmutter
2012 W. 25th Street, Ste. 716

DEFENDANTS

Sandusky O.K., Inc.

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 (specify)
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): 15 USC 1601

Brief description of cause: Truth-In-Lending Violation in Automobile Sales

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 500,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 10/15/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Scott D. Perlmutter

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: is **RELATED** to another **PENDING** civil case is a **REFILED** case was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county
COUNTY: Erie
Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.
COUNTY:

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.
COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- AKRON (Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
- CLEVELAND (Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
- YOUNGSTOWN (Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- TOLEDO (Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Kasper Chrysler Dodge Jeep Facing Class Action Over Alleged Truth-in-Lending Disclosure Missteps](#)
