

IN THE CIRCUIT COURT
FOR PRINCE GEORGE'S COUNTY, MARYLAND

DENISE MILLER
DONALD MILLER
9504 PRYDE DRIVE
CLINTON, MD 20735
(Prince George's County, Maryland)

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

Plaintiffs,

v.

C & F FINANCE COMPANY
4660 SOUTH LABURNUM AVENUE
RICHMOND, VA 23231

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

Defendant.

JURY TRIAL DEMANDED

2018 JUN 24 PM 1:49
Clerk of the
Circuit Court

Case No. CAL18-12432

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Denise and Donald Miller ("Named Plaintiffs" or "Miller"), through their attorney Cory L. Zajdel, Esq. and Z LAW, LLC, hereby submits this Class Action Complaint against Defendant C & F Finance Company ("C & F Finance") and for support states as follows:

I. PRELIMINARY STATEMENT

1. Miller institutes this case against C & F FINANCE on their 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 against C & F FINANCE for multiple violations of *Maryland's Credit Grantor Closed End Credit Provisions*, MD. CODE ANN., COMM. LAW §§ 12-1001 *et seq.* ("CLEC").

2. C & F FINANCE extends or is assigned secured financing for personal property to more than fifty (50) borrowers in Maryland each year.

3. C & F FINANCE extends or is assigned secured financing to more than fifty (50) borrowers in Maryland through credit contracts electing CLEC as the governing law each year.

4. C & F FINANCE charges a fee to its CLEC customers for collecting a payment by phone through a live representative or through an automated system and through the internet ("convenience fee").

5. C & F FINANCE charged and collected convenience fees to more than fifty (50) CLEC customers.

6. By charging and collecting its CLEC customers convenience fees, C & F FINANCE deprived its CLEC customers of valuable rights mandated by Maryland law.

7. C & F FINANCE violated Maryland law by charging and collecting convenience fees to its CLEC customers.

8. C & F FINANCE's repeated charges for convenience fees makes this case particularly suitable for resolution through a class action lawsuit.

II. JURISDICTION

9. This Court has jurisdiction over this case under MD. CODE ANN., CTS. & JUD. PROC. § 1-501.

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

III. PARTIES

11. Named Plaintiffs are natural persons currently residing at 9504 Pryde Drive, Clinton, MD 20735 (Prince George's County, Maryland).

12. Defendant C & F FINANCE is a Virginia Corporation doing business within this state and with its principle place of business located at 4660 South Laburnum Avenue, Richmond, VA 23231.

IV. FACTUAL ALLEGATIONS

13. On or about August 31, 2013, Named Plaintiffs purchased a 2008 Ford Edge from Waldorf Ford, Inc.

14. Named Plaintiffs obtained financing for the purchase of the 2008 Ford Edge through the dealership that sold the vehicle, Waldorf Ford, Inc., which was memorialized in a Retail Installment Sale Contract ("RISC").

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

16. Named Plaintiffs purchased the 2008 Ford Edge primarily for personal, family and household purposes.

17. The RISC by which Named Plaintiffs financed the purchase was assigned to C & F FINANCE.

18. The total amount financed in the RISC was \$22,940.88.

19. The total amount of finance charges scheduled to be paid over the lifetime of the RISC was \$12,281.37.

20. C & F FINANCE accepted the assignment of the credit contract.

21. Throughout the life of the CLEC credit account, Named Plaintiffs made numerous payments to C & F FINANCE.
22. C & F FINANCE received payments on Named Plaintiffs' account totaling less than the amount financed.
23. C & F FINANCE charged Named Plaintiff one or more convenience fees.
24. C & F FINANCE collected one or more convenience fees from Named Plaintiffs.
25. C & F FINANCE filed a lawsuit against Named Plaintiffs in the District Court of Maryland for Prince George's County attempting to collect any amounts allegedly due and owing on Named Plaintiffs' CLEC credit account.
26. Named Plaintiffs filed a Notice of Intention to Defend and hired counsel.
27. C & F FINANCE submitted documentary evidence and a sworn affidavit as evidence of its entitlement to the alleged outstanding deficiency balance on Named Plaintiffs' CLEC credit account.
28. C & F Finance propounded discovery on Named Plaintiffs.
29. Named Plaintiffs provided responses to C & F Finance's discovery.
30. A contested trial was scheduled for April 13, 2018 in the District Court of Maryland for Prince George's County.
31. C & F Finance dismissed the case with prejudice on January 16, 2018.
32. The dismissal with prejudice was entered on the docket by the clerk of the court on January 16, 2018.

V. CLASS ACTION ALLEGATIONS

33. Named Plaintiffs brings this action on behalf of a Class which consists of:

All persons who entered into a credit contract governed by CLEC that paid a convenience fee to C & F FINANCE where C & F FINANCE collected less than the principal amount of the credit contract.

Excluded from the Classes 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 in favor of C & F FINANCE prior to the date of the filing of this action; and (d) those individuals whose credit account was satisfied more than six (6) months prior to the date of the filing of this action.

34. The Class, as defined above, is identifiable. The Named Plaintiffs are members of the Class.

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

36. 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.

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

(a) Whether C & F FINANCE charged convenience fees to its CLEC customers;

(b) Whether it is a violation of CLEC to charge a convenience fee in connection with a CLEC loan account;

(c) Whether C & F FINANCE collected convenience fees from its CLEC customers; and

(d) Whether it is a violation of CLEC to collect a convenience fee in connection with a CLEC loan account.

38. Claims of Named Plaintiffs 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 C & F FINANCE.

39. Named Plaintiffs will fairly and adequately protect the interests of the Class.

40. Named Plaintiffs are committed to vigorously litigating this matter.

41. Further, Named Plaintiffs have secured counsel experienced in handling consumer class actions and complex consumer litigation.

42. Neither Named Plaintiffs nor their counsel have any interests which might cause them not to vigorously pursue this claim.

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

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

45. 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.

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

47. Counsel for Named Plaintiffs 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)

48. Named Plaintiffs re-allege and incorporate by reference the allegations set forth herein, and further alleges:

49. CLEC restricts credit grantors from charging or collecting any fees, charges or interest not specifically enumerated in CLEC.

50. In violation of CLEC, C & F FINANCE charged Named Plaintiffs and the Class convenience fees.

51. In violation of CLEC, C & F FINANCE collected convenience fees from Named Plaintiffs and the Class.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiffs 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 C & F FINANCE pay to Named Plaintiffs and the Class the statutory penalties imposed by CLEC § 12-1018(a)(2);¹
- D. enter an award of pre-judgment and post-judgment interest on all sums awarded to Named Plaintiffs and the Class; and
- E. award such other relief as the court deems appropriate.

¹ Pursuant to MD. RULE 2-305, Named Plaintiffs state that their claims total less than \$75,000.00.

Respectfully submitted,

ZLAW, LLC

Dated: April 20, 2018

By: 

Cory L. Zajdel, Esq.
2345 York Road, Suite #B-13
Timonium, Maryland 21093
(443) 213-1977
clz@zlawmaryland.com

Attorney for Plaintiff

JURY TRIAL

Named Plaintiffs demands trial by jury on all issues so triable.


Cory L. Zajdel

IN THE CIRCUIT COURT FOR Prince George's 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).

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

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER _____ (Clerk to insert)

CASE NAME: Denise Miller, et al. vs. C & F Finance Company
Plaintiff Defendant

PARTY'S NAME: Denise Miller and Donald Miller PHONE: _____

PARTY'S ADDRESS: 9504 Pryde Drive, Clinton, MD 20735

PARTY'S E-MAIL: _____

If represented by an attorney:
 PARTY'S ATTORNEY'S NAME: Cory L. Zajdel PHONE: 443-213-1977
 PARTY'S ATTORNEY'S ADDRESS: Z Law, LLC, 2345 York Road, #B-13, Timonium, MD 21093
 PARTY'S ATTORNEY'S E-MAIL: CLZ@ZLAWMARYLAND.COM

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours 5 days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal
 Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

Clerk of the Circuit Court

- | | | | |
|--|--|---|---|
| <p>TORTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input type="checkbox"/> Misrepresentation <input type="checkbox"/> Motor Tort <input type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death <p>CONTRACT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> Breach <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Confessed Judgment (Cont'd) <input type="checkbox"/> Construction <input type="checkbox"/> Debt <input type="checkbox"/> Fraud | <p><input type="checkbox"/> Government</p> <p><input type="checkbox"/> Insurance</p> <p><input type="checkbox"/> Product Liability</p> <p>PROPERTY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over | <p>PUBLIC LAW</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Mncpl Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn. <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari <p>EMPLOYMENT</p> <ul style="list-style-type: none"> <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination <p>INDEPENDENT PROCEEDINGS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance | <ul style="list-style-type: none"> <input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> Dist Ct Mtn Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Atty <input type="checkbox"/> Subpoena Issue/Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution/Removal <input type="checkbox"/> Witness Appearance-Compel <p>PEACE ORDER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Peace Order <p>EQUITY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus <p>OTHER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured Settlements |
|--|--|---|---|

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input checked="" type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input checked="" type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated *Liability* above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- Under \$10,000 \$10,000 - \$30,000 \$30,000 - \$100,000 Over \$100,000
- Medical Bills \$ _____ Wage Loss \$ _____ Property Damages \$ _____

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 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

(Case will be tracked accordingly)

- | | |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input checked="" type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|--|
| <input type="checkbox"/> Expedited- Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|--|

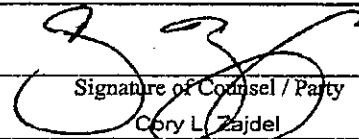
EMERGENCY RELIEF REQUESTED

COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.</i>	
<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, 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"/> Civil-Short	Trial 210 days from first answer.
<input type="checkbox"/> Civil-Standard	Trial 360 days from first answer.
<input checked="" type="checkbox"/> Custom	Scheduling order entered by individual judge.
<input type="checkbox"/> Asbestos	Special scheduling order.
<input type="checkbox"/> Lead Paint	Fill in: Birth Date of youngest plaintiff _____.
<input type="checkbox"/> Tax Sale Foreclosures	Special scheduling order.
<input type="checkbox"/> Mortgage Foreclosures	No scheduling order.
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.

April 20, 2018
Date

Z Law, LLC, 2345 York Road, #B-13
Address

Timonium MD 21093
City State Zip Code


Signature of Counsel / Party

Cory L. Zajdel
Printed Name

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [C & F Finance Company Facing Lawsuit Over Alleged Collection of Convenience Fees](#)
